



ANKENY CITY COUNCIL

Regular Meeting

Monday, May 1, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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

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

ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

CALL TO ORDER:	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 May 1, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the May 1, 2023 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-32 Proposed vacation of a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street.

Action# C1-1. Consider motion to close Public Hearing 2023-32.

2. PH 2023-33 Proposed Development Agreement between the City of Ankeny and SPAL-USA, Inc.

Action# C2-1. Consider motion to close Public Hearing 2023-33.

3. PH 2023-34 Proposed Issuance of Not to Exceed \$3,248,000 Water Revenue Capital Loan Notes

Action# C3-1. Consider motion to close Public Hearing 2023-34.

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 April 17, 2023, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Receive and file minutes of the Plan and Zoning Commission meeting of April 4, 2023.
- CA - 3** Receive and file minutes of the Zoning Board of Adjustment meeting of March 21, 2023.
- CA - 4** Receive and file minutes of the Park Board meeting of February 27, 2023.
- CA - 5** Receive and file minutes of the Library Board of Trustee meeting of March 16, 2023.

- **Licenses and Permits**

- CA - 6** Consider motion to approve the issuance of a fireworks permit within the City of Ankeny to J & M Displays, to be held following the Sips & Songs event, June 30, 2023 at Promenade Park.
- CA - 7** Consider motion to approve the issuance of liquor licenses and / or beer / wine permits in the City of Ankeny.

- **Finance/Budget**

- CA - 8** Consider motion to approve Payment #12 in the amount of \$1,951.69 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 9** Consider motion to approve Payment #1 in the amount of \$25,629.81 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
- CA - 10** Consider motion to approve Payment #34 in the amount of \$14,149.82 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 11** Consider motion to approve Payment #1 in the amount of \$18,156.59 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.
- CA - 12** Consider motion to approve Payment #1 in the amount of \$1,812.00 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
- CA - 13** Consider motion to approve Payment #6 in the amount of \$170.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
- CA - 14** Consider motion to approve Payment #10 in the amount of \$1,901.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 15** Consider motion to approve Payment #19 in the amount of \$1,987.50 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
- CA - 16** Consider motion to approve Payment #1 in the amount of \$6,332.50 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.
- CA - 17** Consider motion to approve Payment #12 in the amount of \$33,864.41 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 18** Consider motion to approve Payment #3 in the amount of \$30,275.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.
- CA - 19** Consider motion to approve Payment #12 in the amount of \$10,615.50 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 20** Consider motion to approve Payment #9 in the amount of \$6,876.96 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 21** Consider motion to approve Payment #10 in the amount of \$2,091.59 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.
- CA - 22** Consider motion to approve Payment #26 in the amount of \$19,862.85 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 23** Consider motion to approve Payment #27 in the amount of \$8,694.69 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

- CA - 24** Consider motion to approve Payment #21 in the amount of \$21,058.49 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 25** Consider motion to approve Payment #29 in the amount of \$18,725.83 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 26** Consider motion to approve Payment #13 in the amount of \$2,793.61 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
- CA - 27** Consider motion to approve Payment #40 in the amount of \$3,203.67 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
- CA - 28** Consider motion to approve Payment #3 in the amount of \$14,524.20 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA - 29** Consider motion to approve Payment #4 in the amount of \$9,392.75 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
- CA - 30** Consider motion to approve Payment #7 in the amount of \$252,487.20 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.
- CA - 31** Consider motion to approve the May 1, 2023 Accounts Payable. (Finance Committee: T. Shafer, Chp, K. Stearns, B. Bentz)
- CA - 32** Consider motion to adopt **RESOLUTION** authorizing the acceptance of proposals from Romtec, Inc. for the purchase and installation of restrooms at Midway Park and the Rally Complex.
- CA - 33** Consider motion to adopt **RESOLUTION** authorizing the purchase of office furniture from All Makes for the Ankeny Police Department.
- CA - 34** Consider motion to set public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023 and direct City Clerk to publish notice of such hearing (date of hrg: 05/15/23 @ 5:30 p.m.).

- **Personnel Items**

- CA - 35** Consider motion to adopt **RESOLUTION** authorizing benefit changes for the July 1, 2023 - June 30, 2024 plan year.

- **Community Development Items**

- CA - 36** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider an 80/20 voluntary urbanized annexation of certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny (date of hrg: 6/5/23 @ 5:30 pm)
- CA - 37** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of Lot 2, Campus Town Plat 1.
- CA - 38** Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, acquisition plat, subdivision bonds for seeding and erosion control,

performance and maintenance bonds for public improvements, and platted easements for Delaware Landing Plat 1.

- CA - 39** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and subgrade in Delaware Landing Plat 1.
- CA - 40** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Delaware Landing Plat 1.
- CA - 41** Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a Development Agreement with Parlay Ankeny, LLC, concerning the reimbursement of fifty percent (50%) of the costs related to the preparation, construction, and installation of a traffic signal on SE Delaware Avenue associated with the development of the Copeland Commercial Site Plan.
- CA - 42** Consider motion to adopt **RESOLUTION** receiving and filing application for the annexation of, and providing for the giving of notice for annexation of certain territory located adjacent to the northwest quadrant of Ankeny
- CA - 43** Consider a motion to receive and file correspondence from Snyder & Associates on behalf of Legacy Cutler, LLC, Legacy Reichardt, LLC, and Legacy Housby, LLC dated April 14, 2023, requesting to vacate a portion of City owned right-of-way for the westerly 54-feet of Street Lot B, Crosswinds Business Park Plat 1.

- **Engineering Items**

- CA - 44** Consider a motion to adopt a **RESOLUTION** accepting a proposal from Iowa Signal, Inc. in the amount of \$56,895.00 for construction of the NW 36th Street Fiber Optic Redundancy.
- CA - 45** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of utilities in the Vintage Business Park at Prairie Trail Plat 9 (Fieldhouse Turn Lane) project.
- CA - 46** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of paving improvements in the Vintage Business Park at Prairie Trail Plat 9 (Fieldhouse Turn Lane) project.
- CA - 47** Consider motion to adopt **RESOLUTION** accepting maintenance bond for storm sewer in the Aim High Automotive Addition at 1001 SW Ordinance Rd.

- **Capital Improvement Projects**

- CA - 48** Consider motion to adopt **RESOLUTION** ordering construction on the 2023 Creekside Park Improvements project, and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 5/30/23 @ 10:30 A.M. / date of hrg: 6/5/23 @ 5:30 P.M.)

- **Administrative Items**

- CA - 49** Consider motion to approve agreement with Barkpass, LLC for pet licensing software as a Service (SaaS).
- CA - 50** Consider motion to approve the release of mortgage on property located at 2402 SE Hulsizer Road, Ankeny, Iowa.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-50.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-50.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2141 An Ordinance amending the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2141.

2. Ord 2142 An Ordinance vacating a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street. (PH 2023-32)

Action# H2-1. Consider motion to accept first consideration of ORDINANCE 2142.

Action# H2-2. Consider motion to accept staff's request to suspend the rule that all ordinances must be considered on three different days and accept second and third consideration of ORDINANCE 2142, sending it on its final passage and publication as required by law.

Action# H2-3. Consider motion to adopt RESOLUTION authorizing the sale of real estate vacated by the City of Ankeny to Kara Bixby Rodriguez and Joel Rodriguez Castro.

3. Ord 2143 An Ordinance creating Chapter 144 of the code of ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to the 2023 Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI).

Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2143.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed Development Agreement between the City of Ankeny and SPAL-USA, Inc. (PH 2023-33)

Action# J1-1. Consider motion to adopt RESOLUTION approving a development agreement between the City of Ankeny and SPAL-USA, Inc.

2. Proposed Iowa Economic Development Authority High Quality Jobs Program Application for SPAL-USA, Inc.

Action# J2-1. Consider motion to adopt RESOLUTION of the City Council of the City of Ankeny, Iowa approving the application of SPAL-USA, Inc. to the Iowa Economic Development Authority High Quality Jobs Program.

3. \$15,200,000 General Obligation Bonds, Series 2023B

Action# J3-1. Consider motion to adopt RESOLUTION directing the advertisement for sale of \$15,200,000 General Obligation Bonds, Series 2023B, and approving electronic bidding procedures and official statement.

4. Proposed Issuance of Not to Exceed \$3,248,000 Water Revenue Capital Loan Notes (PH 2023-34)

Action# J4-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,248,000 Water Revenue Capital Loan Notes.

Action# J4-2. Consider motion to adopt RESOLUTION approving and authorizing a form of loan and disbursement agreement by and between the City of Ankeny and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, of the City of Ankeny, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the notes; approval of tax exemption certificate.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Public Hearing - Amend Current City Budget Fiscal Year July 1, 2022 - June 30, 2023 - 5/15/23 @ 5:30 p.m.***
- ***Public Hearing - Delaware Ground Storage Reservoir Rehabilitation - 5/15/23 @ 5:30 p.m.***
- ***Public Hearing - Annexation - Hope K. Farms, LLC & Clayton Mitchell Living Trust - 6/5/23 @ 5:30 p.m.***
- ***Public Hearing - Creekside Park Improvements - 6/5/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtnVHNxcWZFak9Pd09>

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

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the May 1, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the May 1, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2023-32: Proposed vacation of a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street.

EXECUTIVE SUMMARY:

The City has received a request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street. This location is south of W 1st Street and east of SW Irvinedale Drive, north of John Deere and Ankeny Baptist Church. The Roadway Easement was filed and recorded February 11, 1947 by the United States of America. In 1970, Polk County assigned the easement to the City of Ankeny. In November 1973, a plat of survey was recorded for the applicant's property, which did not show or acknowledge the full width of the Roadway Easement. Also in November 1973, a building permit for a single-family home was issued. The Certificate of Occupancy was issued February 1975. In May 1982, the City Engineer sent a letter to the property owners bringing this easement to their attention. The property has transferred ownership since then. At this time, a home sale is pending due to the home's location within the Roadway Easement area. The current property owners have requested a portion of the Roadway Easement be vacated. The Public Works Department has requested that the City retain at least 30-feet from the centerline of the road. The applicant has surveyed the property and requested that the City vacate the excess Roadway Easement area as shown on the vacation plat. Chapter 153 of Ankeny Municipal Code states, "Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by

the Council to the Plan and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission.” City staff has reviewed the request, and has determined that the vacation is appropriate.

FISCAL IMPACT: Yes

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on April 4, 2023.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-32.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [PH Coversheet](#)

 [Ordinance](#)

 [Vacation Plat](#)

 [P&Z Minutes](#)

 [Staff Report](#)

 [Applicant Letter](#)

 [Aerial Map](#)



PUBLIC HEARING 2023-32

5:30 P.M.

MAY 1, 2023

**PROPOSED VACATION OF A PORTION OF ROADWAY EASEMENT ALONG SW 3RD
STREET AT 2943 SW 3RD STREET**

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2142 vacating a portion of roadway easement along SW 3rd Street at 2943 SW 3rd Street.

Notice of this hearing was published in the Des Moines Register on the 21st day of April, 2023.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-32.

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

ORDINANCE

**AN ORDINANCE VACATING A PORTION OF ROADWAY EASEMENT
ALONG SW 3RD STREET AT 2943 SW 3RD STREET**

WHEREAS, pursuant to notice published in the manner required by law, on the 1st day of May, 2023, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a portion of roadway easement, as shown on the attached Right-of-Way Vacation Plat; and

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

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

1. That the City of Ankeny does hereby vacate and release the roadway easement, as shown on the attached Right-of-Way Vacation Plat; and
2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this 1st day of May, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023**

**1st Con _____ (Public Hearing)
2nd Con request to be waived
3rd Con request to be waived**

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIC J. MILLER
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
ERICMILLER@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT S3/4 OF NW1/4
SEC. 22-80-24
REQUESTED BY:
MICHAEL WESTBROOK

RIGHT-OF-WAY VACATION PLAT

VACATION DESCRIPTION

A PART OF SW 3RD STREET RIGHT-OF-WAY LOCATED IN THE SOUTH 3/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAIDSECTION 22; THENCE SOUTH 00°10'19" WEST ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 658.10 FEET TO THE NORTH LINE OF SAID SOUTH 3/4; THENCE NORTH 89°35'43" EAST ALONG SAID NORTH LINE, 67.00 FEET; THENCE SOUTH 00°24'17" EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°35'43" EAST, 289.06 FEET TO THE WEST LINE OF PARCEL "A" AS SHOWN IN THE PLAT OF SURVEY RECORDED IN BOOK 6183, PAGE 210 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 00°28'32" WEST ALONG SAID WEST LINE OF PARCEL "A", A DISTANCE OF 37.90 FEET; THENCE NORTH 89°45'53" WEST, 288.49 FEET; THENCE NORTH 00°24'17" WEST, 34.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.24 ACRES (10,479 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

REQUEST BY

MICHAEL J WESTBROOK
2943 SW 3RD ST
ANKENY, IA 50023-5119

DATE OF SURVEY

MARCH 17, 2023

OWNER

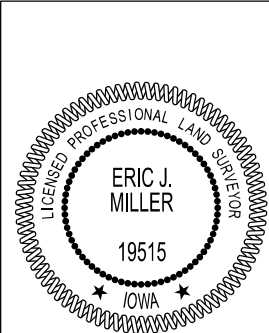
MICHAEL J WESTBROOK
2943 SW 3RD ST
ANKENY, IA 50023-5119

BASIS OF BEARING

THE WEST LINE OF THE NW 1/4 OF SECTION 22 IS ASSUMED TO BEAR SOUTH 00°10'19" WEST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap #19515	●	○
1/2" Rebar, Yellow Plastic Cap (Unless Otherwise Noted)		
ROW Rail	⚡	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	----	
Section Line	----	
1/4 Section Line	----	
1/4 1/4 Section Line	----	
Easement Line	----	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Eric J. Miller 3/24/23
Eric J. Miller, PLS Date

License Number 19515
My License Renewal Date is December 31, 2024

Pages or sheets covered by this seal:
Sheets 1 and 2 of 2

PT OF S3/4 OF THE NW1/4 OF SECTION 22-80-24

R.O.W. VACATION PLAT



SNYDER
& ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	1 OF 2
PN:	123.0421
FLD BK:	1264D PG: 67
DATE:	03/24/2023
PM/TECH:	EJM/SDB

RIGHT-OF-WAY VACATION PLAT

W 1ST STREET

NW CORNER
SEC. 22-80-24
FND 1" COPPER DISC IN CONCRETE
CORNER CERT BK 12495, PG 460

SW IRVINEDALE DRIVE

Lot 2
Golfview Terrace
Plat 2

Lot 1
Budget
Storage
Addition

Exsting Roadway Easement
Bk 2054, Pg 53

S00°17'14"W 72.86'M
N0°25'28"E 72.79'P

S00°10'19"W 2632.55'M
S00°36'39"W 2632.43'P

S00°10'19"W 658.10'M
S00°36'39"W 658.10'P
648.12'D

N89°35'43"E 67.00'M
S89°57'31"E 67.00'P

S00°24'17"E 33.00'

N89°35'43"E 531.16'M
S89°57'31"E 530.74'P

POINT OF BEGINNING

S00°24'17"E
67.68'M
67.00'P

SW 3RD
STREET

Parcel "A"
Bk 6183, Pg 210

S89°45'53"E
174.82'M
N89°14'54"W
174.83'P

Found 1/2" Rebar

Found 1/2" Rebar with
Yellow Plastic
Can't Read

Parcel "B"
Bk 6183, Pg 210

S00°17'14"W 67.16'M
N0°25'28"E 67.21'P

SE Corner
Parcel "A"

S89°35'43"W 175.06'M
N89°57'31"W 175.06'P

SW Corner Parcel "B"
Found 1/2" Rebar

SE Corner
Parcel "A"
Found 1/2" Rebar with
Yellow Plastic
Can't Read

PT S3/4 of NW1/4
Sec. 22-80-24

LINE TABLE

- ① N89°35'43"E 289.06'
- ② S00°28'32"W 37.90'
- ③ N89°45'53"W 288.49'
- ④ N00°24'17"W 34.68'

W1/4 CORNER
SEC. 22-80-24
FND 2" ALUM DISC #22468
CORNER CERT BK 19283, PG 80

0 100



SCALE (FEET)



PT OF S3/4 OF THE NW1/4 OF SECTION 22-80-24

R.O.W. VACATION PLAT

SHEET 2 OF 2

PN: 123.0421

FLD BK:1264D PG: 65

DATE: 03/24/2023

PM/TECH: EJM/SDB



SNYDER
& ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, April 4, 2023

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

CALL TO ORDER

Chair Ted Rapp called the April 4, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item #6. Request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street

E.Carstens reported that the City has received a request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street, located south of W 1st Street and east of SW Irvinedale Drive. He said the easement runs through the existing home and at this time, a home sale is pending due to the home's location within the easement area. E.Carstens stated the history on this property is that the Roadway Easement was filed and recorded February 11, 1947 by the United States of America. In 1970, Polk County assigned the easement to the City of Ankeny; and in November 1973, a plat of survey was recorded for the applicant's property, which did not show the full width of the Roadway Easement. Subsequently, in November 1973, a building permit for a single-family home was issued. He stated city staff has reviewed the current situation and public works is comfortable with the right-of-way that will remain. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street.

Motion by R.Weisheit to recommend City Council approval of the request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Agenda Item: 2943 SW 3rd Street – Roadway Easement Vacation
Report Date: March 29, 2023 EJC
Prepared By: Deb Gervais,
Senior Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street.

Discussion

The City has received a request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street. This location is south of W 1st Street and east of SW Irvinedale Drive, north of John Deere and Ankeny Baptist Church.

The Roadway Easement was filed and recorded February 11, 1947 by the United States of America. In 1970, Polk County assigned the easement to the City of Ankeny. In November 1973, a plat of survey was recorded for the applicant's property, which did not show or acknowledge the full width of the Roadway Easement. Also in November 1973, a building permit for a single-family home was issued. The Certificate of Occupancy was issued February 1975. In May 1982, the City Engineer sent a letter to the property owners bringing this easement to their attention. The property has transferred ownership since then. At this time, a home sale is pending due to the home's location within the Roadway Easement area.

The current property owners have requested a portion of the Roadway Easement be vacated. The Public Works Department has requested that the City retain at least 30-feet from the centerline of the road. The applicant has surveyed the property and requested that the City vacate the excess Roadway Easement area as shown on the vacation plat.

Chapter 153 of Ankeny Municipal Code states, *"Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Plan and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission."*

City staff has reviewed the request, and has determined that the vacation is appropriate.

From: [Dusty](#)
To: [Deb Gervais](#)
Cc: [Amy Portwine](#); [amy.beattie](#); [Tammy Albright](#); [2843](#)
Subject: Fw: [External] Letter of Request
Date: Monday, March 27, 2023 3:01:12 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To: Community Development Director

From: Michael and Donna Westbrook, owners of 2943 SW 3rd Street

Subject: Partial Vacation of ROW Easement

Snyder and Associates has submitted a plat of survey of part of a ROW Easement along SW 3rd Street at Irvinedale (2943 SW 3rd Street) which removes the southern edge from 79 ft to 33 ft from the centerline of the road. We request that the City review and approve the vacation of the area within the plat of survey and convey ownership to Kara Bixby Rodriguez and Joel Rodriguez, 2943 SW 3rd Street, Ankeny, Iowa, 50023. The purpose is to have the house present on the property to be clear of the easement line and as close to the specified setback as possible enabling the completion of a sale.

We request the City waive the second and third readings for this request.

Thank you





ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-33:

Proposed Development Agreement between the City of Ankeny and SPAL-USA, Inc.

EXECUTIVE SUMMARY:

SPAL Automotive, Srl., headquartered in Correggio, Italy, is a global market leader in the design, manufacture, sales and distribution of high performance axial fans, centrifugal blowers and fluid pumps for cars, buses, off-road vehicles, construction machines, ag equipment, trucks, powersports and industrial equipment. SPAL's U.S. division, SPAL-USA, Inc. is proposing construction of an approximately \$25 million, 215,000 square foot U.S. headquarters and production facility on 25 acres located at the northeast corner of SE 77th Street and SE Convenience Blvd. in the Crosswinds Business Park on the City's southeast side. SPAL currently imports products manufactured at their Italian facility to their 40,000 square foot distribution center in Ankeny for distribution to Spal's U.S. customers. This project includes manufacturing and assembly of their fans and blowers for their North American customers. The total project cost is expected to exceed \$35 million, which includes approximately 30,000 square feet of office space, injection molding equipment and other technology.

Staff has negotiated a development agreement with SPAL-USA, Inc. for five (5) years of property tax rebates equal to 100% of the TIF eligible amount of property taxes paid on this new facility. The maximum amount of TIF rebates over the five year term will not exceed \$1,200,000. This investment is also expected to qualify for industrial property tax exemption. The terms of this agreement requires construction to commence within twelve months of approval of this agreement and requires SPAL to create no less than 39 net new jobs at specific wages outlined in the development agreement. Standard claw back provisions for all 39 new positions are included in the agreement. Construction is expected to begin this fall and be completed by early 2025.

FISCAL IMPACT: **Yes**

Upon project completion, this project is expected to increase the taxable valuation of the property by approximately \$23 million. The terms of the proposed development agreement include 5 years of TIF rebates equal to 100% of the TIF eligible amount on the new valuation. TIF payments will not exceed \$1,200,000 over the five year term of the agreement. During this time, approximately \$955,000 of net new tax revenues will be collected from the project. After the terms of the development agreement have been satisfied and the project is no longer eligible for industrial property tax exemption, the total amount of new tax revenues (to all taxing entities) generated as a result of this project will be approximately \$720,000 annually.

CITY MANAGER'S RECOMMENDATIONS:

To approve the development agreement between the City of Ankeny and SPAL-USA, Inc. as presented later on the agenda.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

A public hearing date was set at the April 17, 2023 City Council meeting.

PUBLIC OUTREACH EFFORTS:

A public hearing was held at the May 1, 2023 City Council meeting.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-33.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Spal Development agreement



PUBLIC HEARING 2023-33

5:30 P.M.

MAY 1, 2023

PROPOSED 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 development agreement between the City of Ankeny and SPAL-USA, Inc. related to business expansion. The Notice of Hearing on this proposal was published in the Des Moines Register on the 21st day of April, 2023.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Derek Lord, Director of Economic Development, provide a report to the Council on this proposed development agreement."

After Report:

Because this is a Public Hearing those wishing to be heard for or against the proposed agreement, 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 2023-33.

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

**Tax Increment Development Agreement
SPAL – USA, INC.**

Whereas, the City of Ankeny, Iowa (hereinafter “City”), has been presented with a proposal for an Urban Renewal Project to be undertaken by SPAL – USA, Inc. (hereinafter “Company”); and

Whereas, the Urban Renewal Project to be undertaken by the Company is on property locally known as approximately 25 acres located at the northeast corner of SE Convenience Boulevard and SE 77th Street in the Crosswinds Business Park, Ankeny, Iowa and legally described on the attached **Exhibit “A”** (hereinafter “Project Area”).

Whereas, 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, the Company is proposing an Urban Renewal Project that will construct an approximately 215,000 square foot headquarters facility for U.S. operations consisting of office, manufacturing, warehousing, and distribution uses (the “Project”) to be located within the Project Area, with the Company anticipating adding thirty-nine (39) new jobs within the three years from the date of this agreement; and

Whereas, the Project is eligible for benefits in accordance with the Targeted Industry Incentive Policy adopted by the City by Resolution No. 2022-534 which consists of incentives providing certain property tax abatement and tax rebates (hereinafter “City Contribution”); and

Whereas, the City has determined that the Project is consistent with the economic development objectives of the City and that development of the Project Area is in the best interest of the City. The City further finds that the use of City funds is in accord with the provisions of the applicable laws under which the Project will be undertaken, including, but not limited to *Iowa Code* Chapters 15A and 403.

Now, Therefore, the City and Company, in consideration of the promises and mutual obligations set forth in this Development Agreement (hereinafter “Agreement”), agree as follows:

Article I

1. The Company shall construct the Project at its cost and in conformance with all applicable rules, regulations, ordinances and laws.
2. The Company shall commence the Project, defined as footings in the ground, within twelve (12) months of approval of this Agreement by the City.
3. The Project shall consist of construction of an approximately 215,000 square foot manufacturing, warehousing, distribution and office facility and associated site improvements at the Project Area.
4. The Company acknowledges the City’s payment of incentives associated with the Project is wholly contingent on the completion of Project and the issuance of a Certificate of Occupancy by the City for the Project.

Article II

1. Each annual rebate payment on the tax increment financing eligible improvements is contingent upon proof that real estate taxes owed on the taxable value of the Project have been paid and satisfaction of all other contingencies set out in this Agreement. The City will rebate one hundred percent (100%) of the taxes paid, to the Company, at the Tax Increment Financing rate on the tax revenue produced by the non-exempted portion of the incremental taxable property valuation added as a result of the Project (such revenue hereinafter referred to as the "Tax Increment") for a period of five (5) years and as restricted below. The first payment will be made in the fiscal year in which the taxes based on the value of the completed Project are first paid. Notwithstanding anything contained herein, the total amount of the taxes rebated to the Company shall not exceed the sum of One Million Two-Hundred Thousand Dollars (\$1,200,000.00).

2. Each annual rebate payment shall be paid to the Company on or about June 30 of the fiscal year such incremental taxes are paid, upon finding that the conditions precedent have been satisfied for said year.

3. The City's obligation to rebate taxes shall be restricted and limited by the City's ability to capture the Tax Increment funds from the qualifying Project. This will include but may not be limited to the following:

- a. The Tax Increment Financing rate established annually;
- b. The amount of Tax Increment collected from the Project on an annual basis after any abatement and/or exemption of property taxes and valuation by the Polk County Assessor;
- c. Amendments to the laws of the State of Iowa that limit or revise the amount of Tax Increment funds available to the City from the Project; and
- d. Limitations established by the City Council in the adopted Financial Policy; provided, however, that any such limitations shall be apportioned equally to all businesses similarly situated and shall not be applied solely to the Company or Project.

4. Notwithstanding the foregoing, the City pledges and agrees to make all reasonable efforts to obtain from the County Auditor the entire amount of Tax Increment revenues derived from the Project; however, the City makes no representation, warranty or guarantee as to the tax benefits that will accrue to the Company as a result of this financial assistance package.

5. For purposes of this Article, the incremental taxable property value will be determined at the sole discretion of the Polk County Assessor.

6. Each tax rebate is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future rebates shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt

limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement that can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

ARTICLE III

1. 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 three (3) years of issuance of approval of this Agreement (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 a five (5) 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

2. The Company shall submit payroll records within thirty (30) days of approval of this Agreement and annually for the period ending December 31 for each calendar year of the Project Period or until the City has notified the Company in writing that all job creation requirements have been met.

3. If the Company does not meet the job obligations listed above by the Project Completion Period, the City shall retain a portion of the Company's annual tax rebate. Any amount retained will be calculated based on the number of jobs that were obligated and not created by the Project Completion Period using the rebate value listed above.

For example, if the Company is short by 2 jobs paying less than 100% of the laborshed wage the amount to be withheld is \$2,000 per job multiplied by 2, for a total amount withheld of \$4,000. If, for example, the Company creates only 12 positions at >120% of the laborshed wage, 25 positions at 100%-120% of the laborshed wage and two positions at <100% of the laborshed wage, the amount the City will withhold will be \$4,500, calculated by reducing the rebate \$15,000 (three jobs short at \$5,000 per job), plus a credit of \$10,500 (three jobs at \$3,500 per job) for three additional jobs created at 100-120% of the laborshed wage rate. The City will reduce the Company's employment obligations to reflect the number of jobs created at the end of the Project Completion Period and this number must be maintained through the Maintenance Period.

4. If the Company does not meet the job obligations through the Maintenance Period, the City shall retain a portion of the tax rebate for the number of jobs it failed to maintain. The amount retained will be calculated as described above.

Article IV

1. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

City: City of Ankeny
City Manager
410 W First Street
Ankeny, IA 50023

Company: SPAL – USA, Inc.
Attn: Justin Sample
1731 SE Oralabor Road
Ankeny, IA 50021

Notices shall be effective upon receipt or refusal.

2. Each party shall have all remedies provided by law or equity to the same extent as if fully set forth herein word for word. No remedy available to any party shall exclude any other remedy available to such party under this Agreement or provided by law or equity. All remedies shall be cumulative.

3. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

4. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

5. The terms, covenants, conditions and agreements contained herein shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the successors and assigns of the Company.

6. This Agreement and the Exhibits which are or may in the future become a part of this Agreement supersede any prior agreements between the parties concerning the Project, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. This Agreement shall not be amended or added to in any way except by written instruments executed by all parties or their respective successors in interest.

7. Each person executing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the limited liability company for which he or she is signing, and that his or her signature binds said entity to the terms and provisions of this Agreement.

8 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

9. This Agreement shall be interpreted and construed in accordance with the laws of the State of Iowa.

10. Notwithstanding any other provisions of this Agreement, the Company may (1) pledge any and/or all of its assets as security for any financing of the Project; and (2) assign its rights under this Agreement to a third party, provided such assignment shall not release the Company of its obligations hereunder, unless approved by the City. Upon receipt of notice of assignment and request from the Company, City agrees to make all payments directly to any assignee.

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 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 May 2023 and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of May, 2023.

City Clerk of the City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Holm and Michell 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 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 24 day of April, 2023, 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"

A PART OF OUTLOT "X" AND A PART OF STREET LOT "B", ALL IN CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "X"; THENCE SOUTH 89°52'08" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "X", 850.42 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTH LINE AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 80.75 FEET AND WHOSE CHORD BEARS NORTH 48°04'22" WEST, 73.69 FEET TO THE WEST LINE OF SAID OUTLOT "X"; THENCE NORTH 06°00'52" WEST ALONG SAID WEST LINE, 25.33 FEET; THENCE NORTH 00°18'14" WEST CONTINUING ALONG SAID WEST LINE, 222.38 FEET; THENCE NORTH 0°15'50" WEST CONTINUING ALONG SAID WEST LINE, 891.33 FEET; THENCE NORTH 89°43'47" EAST, 836.83 FEET; THENCE SOUTH 07°52'54" EAST, 1199.12 FEET TO THE SOUTH LINE OF SAID STREET LOT "B"; THENCE SOUTH 88°29'03" WEST ALONG SAID SOUTH LINE, 88.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.00 ACRES (1,089,086 S.F.).



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2023-34: Proposed Issuance of Not to Exceed \$3,248,000 Water Revenue Capital Loan Notes

EXECUTIVE SUMMARY:
The not to exceed \$3,248,000 Water Revenue Capital Loan Notes are being proposed to fund the design and construction of the South Ankeny Boulevard Transmission Main project in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The not to exceed \$3,248,000 Water Revenue Capital Loan Notes will be payable from and secured by the net revenues of the Water Utility.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on April 25, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-34.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2023-34

5:30 P.M.

MAY 1, 2023

**PROPOSED ISSUANCE OF NOT TO EXCEED \$3,248,000 WATER REVENUE CAPITAL
LOAN NOTES**

Mayor:

This is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$3,248,000 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of:

acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main.

Notice of this public hearing was published in the Des Moines Register on the 25th day of April 2023 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

Mayor:

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

City Clerk:

None in the Clerk’s Office

Mayor:

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

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED LOAN AND DISBURSEMENT AGREEMENT AND CAPITAL LOAN NOTE ISSUANCE?” (Inform them to come to the microphone, give name and address for the record.)

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

1. Consider MOTION to close public hearing 2023-34.

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

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,248,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION OF A
LOAN AND DISBURSEMENT AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$3,248,000 WATER
REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$3,248,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$3,248,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

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

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

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

PASSED AND APPROVED this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$3,248,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023C, OF THE CITY OF ANKENY, STATE OF IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES; APPROVAL OF TAX EXEMPTION CERTIFICATE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No. _____

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF
LOAN AND DISBURSEMENT AGREEMENT BY AND
BETWEEN THE CITY OF ANKENY AND THE IOWA FINANCE
AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE
ISSUANCE AND SECURING THE PAYMENT OF \$3,248,000
WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023C, OF
THE CITY OF ANKENY, STATE OF IOWA, UNDER THE
PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR
A METHOD OF PAYMENT OF THE NOTES; APPROVAL OF
TAX EXEMPTION CERTIFICATE

WHEREAS, the City Council of the City of Ankeny, State of Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Water Utility, sometimes hereinafter referred to as the "System", and the Net Revenues thereof are available for the payment of Water Revenue Capital Loan Notes, Series 2023C, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Water Revenue Capital Loan Notes, Series 2023C, to the extent of \$3,248,000 for the purpose of defraying the costs of the Project as set forth in Section 3 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, there have been heretofore issued certain Water Revenue Bonds and Capital Loan Notes, part of which remain outstanding and a lien on the Net Revenues of the System (the "Outstanding Obligations"); and

WHEREAS, in the Prior Bond Resolutions authorizing the issuance of the Outstanding Obligations it is provided that Additional Bonds may be issued on a parity with the Outstanding Obligations, for the costs of future improvements and extensions to the System, provided that there has been procured and placed on file with the Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of said parity notes or bonds; and

WHEREAS, a statement of PFM Financial Advisors LLC, an Independent Financial Consultant not in the regular employ of Issuer, has been placed on file in the office of the Clerk, showing the conditions and limitations of the Prior Bond Resolutions, with regard to the sufficiency of the Net Revenues of the System to permit the issuance of Additional Bonds ranking on a parity with the Outstanding Obligations to have been met and satisfied as required; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$3,248,000 Water Revenue Capital Loan Notes has heretofore been duly published and no objections to such proposed action have been filed; and the Issuer desires to proceed with the issuance of \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Additional Bonds" shall mean any water revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of this Resolution.
- "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser, relating to the Loan made to the City under the Program. Defined terms in the Agreement as incorporated herein.
- "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan by the Program.
- "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year.
- "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the System.
- "Independent Auditor" shall mean an independent firm of certified public accountants or the Auditor of State.
- "Issuer" and "City" shall mean the City of Ankeny, State of Iowa.
- "Loan" shall mean the principal amount allocated by the Original Purchaser to the City under the Program, equal in amount to the principal amount of the Notes.
- "Net Revenues" shall mean gross earnings of the System after deduction of Current Expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but

excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.

- "Notes" or "Note" shall mean \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, authorized to be issued by this Resolution.
- "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Notes from Issuer at the time of their original issuance.
- "Outstanding Obligations" shall mean the Water Revenue Bonds or Notes which are still outstanding and unpaid and remain a lien on the Net Revenues of the System described as follows:

\$1,605,000 Water Revenue Bonds, Series 2017B, dated May 31, 2017;

\$5,990,000 Water Revenue Bonds, Series 2018B, dated May 30, 2018;

\$5,090,000 Water Revenue Bonds, Series 2019B dated May 28, 2019;

\$3,375,000 Water Revenue Bonds, Series 2020B dated June 9, 2020;

\$2,865,000 Water Revenue Capital Loan Notes, Series 2021 dated April 23, 2021;
and

\$5,783,000 Water Revenue Capital Loan Notes, Series 2023A dated April 21, 2023.

- "Parity Obligations" shall mean bonds or notes payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued, and shall include Additional Bonds as authorized to be issued under the terms of this Resolution and the Outstanding Obligations.
- "Paying Agent" shall be the Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Permitted Investments" shall mean:
 - direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
 - cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);

■ obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farm Credit System Financial Assistance Corporation
- USDA - Rural Development
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration

■ repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;

■ senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

■ U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

■ commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

■ investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

■ pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct

obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

- an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

- Iowa Public Agency Investment Trust.

- "Prior Bond Resolution(s)" shall mean the resolution(s) of the City Council authorizing the issuance of the Outstanding Obligations.
- "Program" shall mean the Iowa Drinking Water Facilities Financing Program undertaken by the Original Purchaser.
- "Project" shall mean the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project and repayment of outstanding Project Notes issued for the Project.
- "Project Fund" shall mean the account into which the proceeds of the Loan and Note shall be allocated and held to pay Project costs.
- "Project Note" shall mean the \$235,000 Water Revenue Capital Loan Notes Anticipation Project Notes, Series 2022, dated October 21, 2022, issued for the Project.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect

to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum annual amount of the principal and interest coming due on the Notes and Parity Obligations; (b) 10% of the stated principal amount of the Notes and Parity Obligations, or (c) 125% of the average annual principal and interest coming due on the Notes and Parity Obligations. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue.
- "Resolution" shall mean this resolution authorizing the issuance of the Notes.
- "System" shall mean the municipal water utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Administrative Services Director, or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.
- "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City, in the County of Polk, State of Iowa, each to be designated as "Water Revenue Capital Loan Notes, Series 2023C", in the aggregate amount of \$3,248,000 for the purpose of paying costs of the Project. The City Council, pursuant to Sections 384.24A and 384.83 of the Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

Section 4. Source of Payment. The Notes herein authorized, Parity Obligations, and the interest thereon shall be payable solely and only out of the Net Revenues of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Water Revenue Capital Loan Notes, Series 2023C of the City in the amount of \$3,248,000 shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023C", be dated the date of delivery, and bear interest at the rate of 1.75% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2023 and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2024 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2043. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Program based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes may be in the denomination of \$1,000 or multiples thereof and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$3,248,000 and numbered R-1.

Section 6. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 7. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par,

plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth Section 5 of the Agreement.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to

the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. The Note shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

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

FIGURE 1
(Front)

(10)
(Continued)

(16)

FIGURE 2
(Back)

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

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

Item 2, figure 1= Rate: 1.75%
Item 3, figure 1= Maturity: June 1, 2043
Item 4, figure 1= Note Date: May 19, 2023
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. R-1
Item 8, figure 1= Principal Amount: \$3,248,000

Item 9, figure 1 = The City of Ankeny, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

IOWA FINANCE AUTHORITY

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 1.75% per annum, payable on December 1, 2023, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2024 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2043. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Program and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Drinking Water Facilities Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Drinking Water State Revolving Fund Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, as amended, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project and repayment of outstanding Project Notes issued for the project, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of said City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which Additional Bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Iowa Finance Authority or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in whole or from time to time in part, in any order of maturity, by lot by giving thirty (30) days' notice of redemption by certified or registered mail, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Resolution.

This Note and the series of which it forms a part, other Outstanding Obligations ranking on a parity therewith and any Additional Bonds which may be hereafter issued and outstanding from time to time on a parity with the Note, as provided in the Resolution and Loan and Disbursement Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the Net Revenues of the municipal water utility (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, other Outstanding Obligations, and Additional Bonds ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, the Treasurer of the City of Ankeny, State of Iowa, all as of the 19th day of May 2023.

Item 11, figure 1 = Date of authentication: May 19, 2023
Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Treasurer

CITY TREASURER, Registrar

By: _____
Registrar

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

SEE REVERSE FOR CERTAIN DEFINITIONS

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

CITY OF ANKENY, STATE OF IOWA

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

By: _____ (manual or facsimile signature)
City Clerk

Item 16, figure 1 = (Assignment Block)
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____

Corporation _____

Partnership _____

Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

(End of form of Note)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Note Proceeds – Project Fund. Proceeds of the Notes shall be credited to the Project Fund and expended therefrom for the purposes of issuance.

Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System. So long as the Bonds are outstanding and unpaid the rates or charges to consumers of services of the System shall be sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the payment of principal and interest on the Bonds and Parity Obligations and obligations as the same fall due, and to provide for the creation of reserves as hereinafter provided.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 17. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income

and revenues of the System shall be deposited as collected in a fund to be known as the Water Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

The provisions in the Prior Bond Resolutions, whereby there was created and is to be maintained a Water Revenue Note Principal and Interest Sinking Fund, and for the monthly payment into said fund from the future Net Revenues of the System such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Obligations, are hereby ratified and confirmed, and all such provisions inure to and constitute the security for the payment of the principal and interest on Notes hereby authorized to be issued; provided, however, that the amounts to be set aside and paid into the Water Revenue Note Principal and Interest Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Obligations, but also the principal and interest of the Notes herein authorized to be issued and to maintain a reserve therefor, as required. Except as may be otherwise provided in the Prior Note Resolution, proceeds of the Notes or other funds may be invested in Permitted Investments.

Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Obligations. The amounts herein required to be paid into the various funds named in this Section shall be inclusive of payments required in respect to the Outstanding Obligations. The provisions of the legislation authorizing the Outstanding Obligations and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the notes or bonds authorized by said resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

So long as the Notes or Parity Obligations remain outstanding and unpaid the same are discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the system shall be deposited and collected in a fund to be known as the Revenue Fund, and shall be disbursed only as follows:

a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Water Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Notes and Parity Obligations. The fund shall be known as the Water Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity

Obligations plus 1/12th of the installment of principal coming due on such Notes and Parity Obligations on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

c) Reserve Fund. Money in the Revenue Fund shall next be disbursed to maintain a debt service reserve in an amount equal to the Reserve Fund Requirement. Such fund shall be known as the Water Revenue Debt Service Reserve Fund (the "Reserve Fund"). In each month there shall be deposited in the Reserve Fund an amount equal to 25 percent of the amount required by this Resolution to be deposited in such month in the Sinking Fund; provided, however, that when the amount on deposit in the Reserve Fund shall be not less than the Reserve Fund Requirement, no further deposits shall be made into the Reserve Fund except to maintain such level, and when the amount on deposit in the Reserve Fund is greater than the balance required above, such additional amounts shall be withdrawn and paid into the Revenue Fund. Money in the Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Notes and Parity Obligations for the payment of which insufficient money shall be available in the Sinking Fund. Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount. At Closing, the City shall deposit into the Reserve Fund an amount sufficient to satisfy the Reserve Fund Requirement, from cash on hand.

d) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

e) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations or any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 18. Investments. Moneys on hand in the project fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, and the deposits of which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Iowa Code Chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Section.

The Sinking Fund and Reserve Fund shall be segregated in separate accounts but may be invested in the same manner as other funds of the Issuer but designated as a trust fund on the books and records of the Issuer. The Sinking Fund and Reserve Fund shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 19. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year which are (i) adequate to pay the principal and interest requirements thereof and to create or maintain the reserves as provided in this Resolution, and (ii) not less than 110 percent of the principal and interest requirements of the next succeeding Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and changes otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

c) Insurance. The Issuer shall maintain insurance for the benefit of the Noteholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in an improvement fund for the benefit of the System.

d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited and reported upon, by an Independent Auditor and will provide copies of the audit report to the Department, all as provided in the Agreement. The Original Purchaser and holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply the revenues to the funds specified in this Resolution.

f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund to be used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes and Parity Obligations or for payments into the Sinking Fund.

g) Fidelity Bond. The Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be mailed to the Original Purchaser and to the Noteholder upon request.

Section 20. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 21. Prior Lien and Parity Obligations. The Issuer will issue no other notes, bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

Additional Bonds may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Bonds to the Net Revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund and the Reserve Fund;

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

(i) before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or independent financial advisor, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the then outstanding Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the Net Revenues of the System and the Additional Bonds then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an independent consulting engineer, the Independent Auditor or the independent financial advisor, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Bonds been in effect during all of such preceding Fiscal Year.

(ii) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, general obligation bonds or notes shall be refunded only upon a finding of necessity by the Governing Body and

only to the extent the general obligation bonds or notes were issued or the proceeds thereof were expended for the System.

(v) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Bonds.

Section 22. Disposition of Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Notes it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby approved, and incorporated herein by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Notes remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Notes and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Notes to be classified as arbitrage bonds under Section 148(a) and (b) the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Notes for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Notes not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 23. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 24. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 25. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

(b) By depositing in trust with the City Treasurer, or with a corporate trustee designated by the Governing Body, for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 26. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next

succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 27. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

(b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

(c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

(d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 28. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Obligations as may have been issued for the purpose of refunding any of such Notes if such Refunding Obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

(a) Make any change in the maturity or interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;

(b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and

(c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Clerk.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 29. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 30. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 31. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

LOAN AND DISBURSEMENT AGREEMENT
\$3,248,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023C

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of May 19, 2023 by and between the City of Ankeny, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Issuer”).

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the “Department”), is authorized to undertake the creation, administration and financing of the Iowa Drinking Water Facilities Financing Program (the “Program”) established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Water Systems for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain drinking water treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) “Bonds” shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) “Project” shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to the operation or infrastructure of the Water System for the purpose of providing safe drinking water to the customers thereof, as described in the Resolution.

(d) “Regulations” shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 44 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) “Resolution” shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached hereto as Exhibit B, adopted on May 1, 2023, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) “Water System” shall mean the drinking water system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the water facilities which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued water revenue bond or capital loan note of the Participant (the “Revenue Bond”) in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$3,248,000 (the “Loan”).

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent water treatment utility practices to complete

the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the

Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Water System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$16,240), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Water System; (ii) to maintain its Water System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of its respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Water System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Water System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Water System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without

limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Water System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any “non-governmental output property” within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations (“refinancing of indebtedness”) unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Water System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Water System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Water System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Water System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles (“GAAP”) as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the “continuing disclosure” requirements set forth in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Water System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an “Event of Default” under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Water System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

TAX EXEMPTION CERTIFICATE

of

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

\$3,248,000 Water Revenue Capital Loan Notes, Series 2023C

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 May 19, 2023, by the City of Ankeny, County of Polk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C (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 \$3,248,000 aggregate principal amount of Water Revenue Capital Loan Notes, Series 2023C, 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.
- "Current Refunded Portion" shall mean \$192,630.80 of the Bonds to refund the Refunded Bonds.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Financial Advisor" means PFM Financial Advisors LLC.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Reserve Fund, Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.
- "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$3,248,000, as set forth in Exhibit A.
- "Issuer" means the City of Ankeny, a municipal corporation in the County of Polk, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "New Money Portion" shall mean \$3,055,369.20 of the Bonds issued to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project.
- "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 Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project including sums already expended that meet the requirements of Section 2.8 hereof and repayment of the Refunded Bonds, as more fully described in the Resolution.
- "Project Fund" shall mean, as to the New Money Portion, the fund established under this Resolution for the deposit of a portion of the Proceeds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project. As to the Current Refunded Portion, "Project Fund" shall mean the portion of the Proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds; and.
- "Purchasers" means Iowa Finance Authority of Des Moines, Iowa, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Refunded Bonds" means \$192,630.80 of the \$235,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2022 dated October 21, 2022.
- "Refunding Bonds" means the Current Refunded Portion of the Bonds.
- "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 May 1, 2023, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, establishing that the Purchaser will not reoffer or sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS
AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to amounts reasonably required in a reserve fund, the certifications of the Financial Advisor as set forth in Exhibit B hereto, and (6) with respect to Bond Yield, review of the Verification Certificate. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed

by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the

governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

(s) The Issuer has not employed a device in connection with the issuance of the Current Refunded Portion of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds disbursed over time are expected to be expended as follows:

(a) \$45,096 representing costs of issuing the Bonds (which includes IFA's \$16,240 Initiation Fee) will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) As to the New Money Portion, \$3,010,273.20 will be available to draw into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds. As to the Current Refunded Portion, \$192,630.80 will be used together with earnings thereon to pay the principal, interest and redemption premium, if any, on the Refunded Bonds. Refunded Bonds will be redeemed on May 19, 2023.

Issuer cash on hand will fund the Reserve Fund (see Section 2.6 herein for more information on the Reserve Fund).

Section 2.3 Purpose of Bonds

The Issuer is issuing the New Money Portion of the Bonds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project.

The Issuer is issuing the Current Refunding Portion of the Bonds to refund the Refunded Bonds prior to maturity in order to realize debt service savings due to lower interest rates payable on the Refunding Bonds.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. All of the financed facilities are owned by the City and are expected to be used by the public generally, including commercial and industrial users. There are no contractual arrangements or agreements between the City and any commercial or industrial user of the Water Utility, and there are no other lease, management contract or other similar arrangements with respect to the Water Utility. Commercial or industrial users of the Water Utility may be or become subject to different rates or charges than those imposed on residential customers, depending on the volume of the water they purchase. All such charges, however, are or will be imposed by virtue of City ordinances applicable to all entities meeting the standards set forth therein. No other charges or payments will be imposed or paid to the City by any contributing industry for water services or Project-related construction and acquisition beyond those mandated by ordinance for certain classes of users.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Output Facilities (water facilities)

The Issuer will use all or a portion of the Proceeds of the Bonds to finance an output facility.

The Issuer will comply with the Code and Regulations with respect to output facilities applicable to the Bonds.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the New Money Portion of the Project will have commenced and will proceed with due diligence to completion.

(d) Due Diligence Test. The Issuer has incurred a substantial binding obligation to accomplish the refunding. The refunding will proceed with due diligence to completion.

(e) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

(e) A Reserve Fund is established to secure the Bonds, however, the Issuer does not expect that principal of or interest on the Bonds will be paid from the Reserve Fund. Monies in the Reserve Fund will not be accumulated except to a reasonable extent. Within one year of receipt, earnings upon the investment of the Reserve Fund monies will be commingled with other revenues from the operations of the Issuer which are substantial in amount for accounting and expenditure.

(f) The amounts on deposit in the Reserve Fund will at all times be equal to or less than the Allowable Reserve Fund Amount. However, if the amount in the Reserve Fund exceeds the Allowable Reserve Fund Amount, such excess must be invested at a yield no higher than the Bond Yield or will be invested in Tax Exempt Obligations.

(g) For purposes of Subsections (e) and (f), the following terms shall have the meanings set forth below:

(1) "Allowable Reserve Fund Amount" as described in Regulation 1.148-2(f)(2) means an amount equal to the lesser of (10) percent of the stated principal amount of the Bonds, the maximum annual principal and interest coming due on the Bonds, or 125% of the average annual principal and interest coming due on the Bonds. The Allowable Reserve Fund Amount is computed to be \$207,540 (maximum annual debt service on the Bonds).

(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, \$3,248,000, 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, \$3,248,000 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 2023C 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 2023C Share for the Bond Fund and Reserve Fund. The Series 2023C 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 2023C Share. The Issuer may, at any time, use any other allocation method for the Reserve Fund or the Bond Fund allowed by Regulation 1.148-6(e)(6).

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 1.749974% 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 – New Money Portion Only

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

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

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

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

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

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

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

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

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

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

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

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

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

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

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;

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

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

- Election to Treat as Construction Bonds.

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

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

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

- Election with respect to future earnings

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

- 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"

VERIFICATION CERTIFICATE OF THE PURCHASER

The undersigned officer of the Iowa Finance Authority (the "Purchaser"), hereby certifies as follows:

1. The Purchaser and the City of Ankeny, Iowa (the "Issuer"), have entered into a Loan and Disbursement Agreement (the "Agreement"), providing for the purchase of a \$3,248,000 Water Revenue Capital Loan Note of the City dated as of the date of delivery (the "Notes").

2. The Agreement is in full force and effect and has not been repealed, rescinded or amended.

3. The Purchaser hereby confirms that the Notes were purchased at par and will not be reoffered to the public, the terms of purchase being as follows:

<u>Principal Amount Issued</u>	<u>Principal Amount Sold</u>	<u>Interest Rate</u>	<u>Price (% of par) (do not include accrued interest)</u>
\$3,248,000	None	1.75%	100%

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

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT "B"

CERTIFICATE OF FINANCIAL ADVISOR

I, the undersigned, do hereby certify that I am the _____ of PFM Financial Advisors LLC (the "Financial Advisor"). The Financial Advisor acknowledges that this Certificate is given, in part, as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Ankeny, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, of the Issuer (the "Bonds"), and as a basis for certain opinions of Ahlers & Cooney, P.C., Bond Counsel, with regard to the tax-exempt status of the Bonds. All definitions contained in the Tax Exemption Certificate are hereby incorporated by reference.

1. Since Issuer revenues are subject to changes beyond its control, potential purchasers of the Bonds expect a reserve fund to be established to provide some measure of protection for their investments and to provide a workout period for the Issuer in case of adversity.

2. A reasonable time period for providing a workout is one year. Therefore, the reserve fund provided in the Resolution authorizing the issuance of the Bonds is, in our opinion, reasonably required under current market conditions.

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

PFM FINANCIAL ADVISORS LLC

By:_____

Title:_____

EXHIBIT "C"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Administrative Services Director of the City of Ankeny, 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 \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, of the Issuer (the "Bonds").

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

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

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

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

ANKENY, IOWA

By: _____

Title: Administrative Services Director



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of April 17, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, April 17, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

Mayor Mark Holm called the meeting to order at 5:30 p.m. Council Members Jeff Perry, Joe Ruddy, Todd Shafer and Kelly Stearns were in attendance. Council Member Bobbi Bentz 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. Renee Potts, Ankeny Community Network, spoke of the Juneteenth Festival on June 17, 2023. Information is at <https://www.signupgenius.com/go/30e0c4eafa72da1fe3-vendor1#/>.

APPROVAL OF AGENDA

1. Council Member Shafer moved, Ruddy seconded, to approve and accept the April 17, 2023 agenda as presented. Ayes: 4.

PUBLIC HEARING

1. PH 2023-31. Mayor Holm announced this is the time and place for the public hearing and meeting on the matter of a proposed amendment to the provisions of the zoning ordinance Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding flood plain regulations. The Notice of Hearing was published in the Des Moines Register on the 7th day of April, 2023.

Eric Jensen, Director of Community Development, reported that staff is in the application process to enter the City into the Community Rating System (CRS). Updated provisions are required to maintain the City of Ankeny's participation in the National Flood Insurance Program and make eligible for FEMA's Community Rating System. Updates include: terminology changes, adding new requirements for electrical and utility equipment, and adding new regulations concerning Maximum Damage Potential Development.

Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Ruddy moved, Stearns seconded, to close public hearing 2023-31. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of April 3, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of March 21, 2023.
3. Receive and file minutes of the Human Rights Commission meeting of February 23, 2023.
4. Receive and file minutes of the Civil Service Commission meeting of March 13, 2023.

Licenses and Permits

5. Issuance of liquor licenses, beer/wine permits, and Automatic Renewal Program of class "E" retail alcohol licenses in the City of Ankeny.

Finance/Budget

6. Receive and file Financial Reports for March 2023.
7. Receive and file Building Permit Report for March 2023.
8. Receive and file Utility Billing Report for March 2023.
9. Change Order #4 increasing the contract amount by \$16,956.00 to Absolute Concrete Construction, Inc., for construction services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
10. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$162,000.00 with Foth Infrastructure and Environment, LLC, for construction services on the North Four Mile Creek Trunk Sewer Project.
11. Change Order #1 increasing the contract amount by \$450.00 to Iowa Signal, Inc., for construction services on the SW State St Fiber Relocation project.
12. Payment #10, \$58,996.47 to Absolute Concrete Construction, Inc., for construction services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
13. Payment #1, \$5,850.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
14. Payment #1, \$193,428.65 to Elder Corporation, for construction services on the NE Delaware Ave Reconstruction - NE 5th St to Fourmile Creek project.
15. Payment #1, \$75,546.81 to Elder Corporation, for construction services on the NW 18th St Reconstruction – NW Ash Dr to N Ankeny Blvd project.
16. Payment #8, \$2,082.00 to HR Green, Inc., for engineering services on the SW State St Fiber Optic Relocation project.
17. Payment #8, \$2,240.40 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Dr.
18. Payment #8, \$25,060.50 to McClure Engineering Company, for engineering services on the SW State St Reconstruction - Southbound Lanes project.
19. Payment #11, \$27,551.00 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
20. Payment #5, \$634,936.90 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
21. April 17, 2023 Accounts Payable by fund: General 267,187; Road Use Tax 24,487; Police/Fire Pension 1,039; Library Foundation 2,295; Solid Waste 98,004; Water 761,598; Sewer 548,489; Storm Water 11,490; Golf Course 40,114; Enterprise Project 698,578; Revolving 23,592; Risk Management 7,991; Health Insurance 511; BAN/Bond Activity 371,399; Payroll Totals 1,304,806; Transfers/ACH (196,140); Agenda Payments approved separately (1,025,693); Grand Total \$2,939,747.
22. **RESOLUTION 2023-173** authorizing the purchase of a crane and service body for a Public Works Department Sign Truck (replace existing truck #275) in the amount of \$179,621.00 to National Auto Fleet Group.
23. **RESOLUTION 2023-174** accepting a proposal from Crouch Recreation in the amount of \$90,000.00 for the purchase and installation of a playground for Midway Park.
24. **RESOLUTION 2023-175** fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,248,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 5/1/23 @ 5:30 p.m.).

Personnel

25. Civil Service Commission certified list for appointment to GIS Specialist, subject to passing any further departmental requirements.

Community Development

26. **RESOLUTION 2023-176** accepting a public ingress egress easement located on Lot 5 Northview Centre Plat 2; and associated with the development of 245 NW 18th St, Lot 5 Northview Centre Plat 2 Site Plan.
27. **RESOLUTION 2023-177** accepting Easements associated with the development of Lot 1, Park Sight Office Park at Prairie Trail Plat 4.
28. **RESOLUTION 2023-178** authorizing the Mayor to sign a Hold Harmless Agreement allowing Veridian Credit Union to place a monument sign within a Sanitary Sewer Easement.
29. **RESOLUTION 2023-179** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of roadway easement along SW 3rd St at 2943 SW 3rd St. (date of hrg: 5/1/23 @ 5:30 p.m.).

Engineering

30. **RESOLUTION 2023-180** accepting a proposal from JC Construction, Inc. in the amount of \$130,702.00 for construction of the School Walkability Improvements.
31. **RESOLUTION 2023-181** updating the Policy on the Installation of School Speed Zones within Ankeny.
32. **RESOLUTION 2023-182** authorizing the Mayor to execute the proposed Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa, for the routine maintenance of joint jurisdictional (boundary) roadways.

Capital Improvement Projects

33. **RESOLUTION 2023-183** ordering construction on the Delaware Ground Storage Reservoir Rehabilitation project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 5/9/23 @ 10:30 A.M. / date of hrg: 5/15/23 @ 5:30 P.M.)

Administrative

34. **RESOLUTION 2023-184** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and Diamond Development, LLC for the Trestle Ridge Estates Trunk Sewer.
35. **RESOLUTION 2023-185** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and Absolute Farms, LLC for the Trestle Ridge Estates Plat 6 Trunk Sewer.
36. **RESOLUTION 2023-186** authorizing the execution of an Agreement with the Berwick Water Association related to the right to serve customers located within the existing Berwick Water District boundary which has been or may in the future be annexed into the City of Ankeny.
37. **RESOLUTION 2023-187** setting a public hearing on a development agreement between the City of Ankeny and SPAL–USA, Inc. (date of hrg: 5/1/2023 @ 5:30 p.m.)

Approval of Consent Agenda Items

1. Council Member Stearns moved, second by Shafer, to approve the recommendations for Consent Agenda Items CA-1 through CA-37. Ayes: Stearns, Shafer, Perry, Ruddy.

LEGISLATIVE BUSINESS

Board Appointment

1. Mayor's Appointment to Cultural Arts Board. Council Member Ruddy moved, Stearns seconded, to approve Mayor's reappointment of Bill Konnath to expiring Cultural Arts Board seat. Term 5/01/2023 - 4/30/2027. Ayes: Ruddy, Stearns, Perry, Shafer.

Approval of Ordinances

1. **Ord 2141.** An Ordinance amending the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations. (PH 2023-31) Council Member Perry moved, Stearns seconded, to accept first consideration of ORDINANCE 2141. Ayes: Perry, Stearns, Ruddy, Shafer.

NEW BUSINESS

1. Proposed NE 62nd Street Box Culvert Design -Professional Services Agreement with Kirkham, Michael & Associates, Inc. Council Member Stearns moved, Ruddy seconded to approve the Professional Services Agreement with Kirkham, Michael & Associates, Inc., for the design engineering services for the NE 62nd Street Box Culvert Design in an amount not to exceed \$71,240.00 and the Mayor to execute said agreement. Ayes: Stearns, Ruddy, Perry, Shafer.

REPORT OF GOVERNING BODY

Mayor Holm announced that tonight's Council Action Planning Session is postponed.

ADJOURNMENT

1. Meeting adjourned at 5:58 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 4/28/23.



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of April 4, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2023-04-04

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, April 4, 2023

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

CALL TO ORDER

Chair Ted Rapp called the April 4, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the April 4, 2023 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

Rob Stephenson, 7393 NE Berwick Drive, referencing Agenda Item #5, said that he is not in favor of the annexation and feels it will be a huge negative impact on his family. He remarked on property taxes, city ordinances, sidewalks, street lights, and water rates. He hopes the city of Ankeny will work with him and his neighbors on these issues as the annexation moves forward.

Andy Swanson, 7560 NE Berwick Drive, referencing Agenda Item #5, said he had the same concerns as Mr. Stephenson with regard to the lack of benefits to the non-consenting property owners. He shared that there should be some type of benefit to the property owners, such as a tax abatement as they already have services provided to them. Mr. Swanson made references to The Ankeny 2040 comprehensive plan and spoke about zoning (R-1 vs R-2), agriculture/agrihoods, and environmental concerns. He also is against allowing a sewer line to run through his property. He closed by saying that their area is one of the most wooded areas and that it is critical for this area to be taken into consideration during the annexation process.

Alexandria Greim, 222 NW Abbie Drive, Ankeny, Attorney representing Andy Swanson. She said Mr. Swanson knows that the annexation will likely be inevitable. She stated that the concern is how this annexation will affect the non-consenting property owners, the impact of what this annexation will lead to with future development, the conformance of the overall comprehensive plan and the question as to what will come onto this property once it is part of the city of Ankeny in the future. She thanked the Commission for their time.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the March 21, 2023 minutes of the Plan and Zoning Commission meeting.

Item #2. 350 NE 36th Street - DMOS Temporary MRI Trailer Site Plan

Motion to approve the site plan for 350 NE 36th Street, DMOS Temporary MRI Trailer; allowing the temporary MRI trailer to remain on site until November 2023.

Item #3. 1505 NE 36th Street - Talons of Tuscany Pavilion Site Plan

Motion to approve the site plan for 1505 NE 36th Street, Talons of Tuscany Pavilion.

Item #4. 2012 SE Delaware Avenue - Chase Bank Site Plan

Motion to approve the site plan for 2012 SE Delaware Avenue, Chase Bank, subject to an approved easement and storm water management plan.

Referencing Item #2, G.Hunter shared that their request for the temporary MRI trailer, he believes, is exactly the same as their last request. He does not have an issue, but wondered if repetitive temporary site plans are the way this should be handled. T.Rapp further commented that when does temporary become permanent?

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #4. Second by R.Weisheit. All voted aye. Motion carried 6– 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #5. Request by Hope K. Farms, LLC and Clayton Mitchell Living Trust for 80/20 voluntary urbanized annexation of property into the City of Ankeny

E.Carstens reported that the City of Ankeny has received a request for annexation of certain territory located adjacent to the City's southeastern boundary, generally located ¼-mile south of the intersection at SE Oralabor Road/NE 78th Avenue and NE Berwick Drive. The annexation territory consists of 140.40 total acres, including 111.18 acres, which are owned by property owners who consent to the annexation, 26.11 acres are owned by non-consenting property owners whose land is included in the annexation to avoid the creation of islands and to provide for uniform boundaries, and 3.11 acres of public road right-of-way. He said that the annexation area is currently identified in The Ankeny Plan 2040 Comprehensive Plan as Low-Density Residential and Open Space. The intent of Low-Density Residential is for there to be single-family homes. He shared that there are utilities in the area to serve this property. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the Berwick-ATI Group 80/20 Voluntary Urbanized Annexation.

T.Flack confirmed that all the property owners on the west side of NE Berwick Drive are all non-consenting properties and asked what the reason was for annexing those properties. E.Carstens responded that it is to provide for uniform boundaries. T.Rapp confirmed that there have not been any utility extensions planned or proposed at this time for this area. E.Carstens stated, correct. E.Carstens noted that the City Development Board ultimately makes the decision to approve or disapprove of the annexation request. G.Hunter asked if Ankeny would take over the water system. E.Jensen said there is an agreement with Berwick Water that the city would take over water service in that area. R.Weisheit wanted clarification on the rezoning process, if the annexation was approved. E.Carstens responded by providing in detail the rezoning process.

Motion by G.Hunter to recommend City Council approval of the Berwick-ATI Group 80/20 Voluntary Urbanized Annexation. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #6. Request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street

E.Carstens reported that the City has received a request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street, located south of W 1st Street and east of SW Irvinedale Drive. He said the easement runs through the existing home and at this time, a home sale is pending due to the home's location within the easement area. E.Carstens stated the history on this property is that the Roadway Easement was filed and recorded February 11, 1947 by the United States of America. In 1970, Polk County assigned the easement to the City of Ankeny; and in November 1973, a plat of survey was recorded for the applicant's property, which did not show the full width of the Roadway Easement. Subsequently, in November 1973, a building permit for a single-family home was

issued. He stated city staff has reviewed the current situation and public works is comfortable with the right-of-way that will remain. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street.

Motion by R.Weisheit to recommend City Council approval of the request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street. Second by T.Flack. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the April 3, 2023 City Council meeting and presented the March 2023 Building Permit Report.

Director's Report

E.Jensen presented the tentative agenda items for the April 18, 2023 Plan and Zoning Commission meeting.

Commissioner's Reports

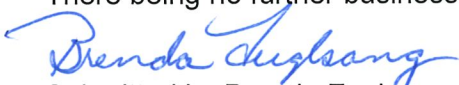
T.Rapp said that he has heard that NE 36th Street and NE Four Mile Drive will be closed to complete the intersection and that NE Frisk Drive will be closed for the county to repair the bridge. The concern was that it would limit the residents who live north of the bridge, east of NE Frisk Drive and NE Four Mile Drive with only one way out of the residential area. He said there was a question whether access can be limited to only one way out. E.Jensen said he would check and follow up with the Commission.

MISCELLANEOUS ITEMS

April 17, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 7:02 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of March 21, 2023.

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
 ZBOA Minutes 2023-03-21

Meeting Minutes
Zoning Board of Adjustment
Tuesday, March 21, 2023
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Vice Chair Jeff Baxter called the March 21, 2023 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

Members present: Jeff Baxter, Kristi Tomlinson, and Nichole Sungren. Absent: Matt Ott and Brett Walker.
Staff: E.Jensen, E.Carstens, B.Morrissey, L.Hutzell, B.Fuglsang

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE FEBRUARY 21, 2023 REGULAR MEETING

Motion by K.Tomlinson to approve the February 21, 2023 meeting minutes as submitted. Second by N.Sungren.
All voted aye. Motion carried.3 – 0.

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#23-02

Kimley-Horn

for property located at

7310 SE Crosswinds Drive

TT PRT LOT 1 FRMRLY LOT 1 CROSSW INDS PLAT 1 CROSSW INDS PLAT 2

RE: Variance - Directional Signage

Vice Chair J.Baxter opened the public hearing.

John Chamberlin, Kimley-Horn, 805 Pennsylvania Avenue, Ste. 150, Kansas City, MO on behalf of Amazon requesting a variance for three directional pylon signs that are twenty square feet and 7-foot in height, along SE Crosswinds Drive. He noted that per city code, only one ground sign is allowed. Mr. Chamberlin stated that they are requesting a variance for three additional signs that would be located at three of the entrances of the Amazon facility. He said that one sign would be located at the truck lot, one at the visitor's and associate's lot, and one at the van parking lot. Mr. Chamberlin presented a map of the site layout showing the location of the proposed signs. He shared that the request comes to enhance the site efficiency, providing clear and concise directions for drivers and visitors coming to the facility. The signs also would promote and enhance safety. Mr. Chamberlin stated that currently there are two driveways with small directional signs that are not readable from the street, which could cause vehicles to stop in the street; and during high traffic times, create cuing out on SE Crosswinds Drive. Providing clear directional signage for users of the facility would enhance the efficiency and safety. He asked if the Board had any questions.

J.Baxter asked if there are currently directional signs located at the three drives; and if the proposed sign would be located at all three locations. Mr. Chamberlin stated, yes. He further commented that the current signs are two square feet each, which does not effectively work. J.Baxter said that since it is a directional sign, he does not see the need to have the logo on the sign and asked if it could be removed from the print area. Mr. Chamberlin responded that he would have to confirm the change with Amazon. Mr. Chamberlin further stated the proposed signs were to be set back 45-feet from the roadway to limit the impact of signage on the adjoining street, but still be in a position for users of the facility to be able to read the signs. J.Baxter asked if there was a branded sign located on the property. Mr. Chamberlin stated, yes. J.Baxter continued to ask questions pertaining to the current signage on the property; and the location, size, and contents of the print area of the three proposed directional signs.

N.Sungren asked if the proposed signs are currently being used at other facilities in the metro area. Mr. Chamberlin stated that he was unsure of any in this area, but they do have them in Blue Springs, Missouri.

B.Morrissey reported that the Amazon Delivery/Distribution Center is located on 29-acres at 7310 SE Crosswinds Drive. He said the property is south of SE Corporate Woods Drive and west of SE Four Mile Drive and is zoned Crosswinds PUD, Planned Unit Development. He noted that neighboring properties in the area also contain similar light-industrial uses and are also a part of the Crosswinds PUD. B.Morrissey said the primary structure was completed in 2020. In 2021, there was redevelopment of the site at which time the applicant requested directional signage. Staff informed the applicant that the directional signage exceeding the two square foot limitation would be allowed as long as it was tucked away from SE Crosswinds Drive. In the Fall of 2022, the applicant requested three larger directional signs to be posted near the access drives on the site. Staff informed the applicant that the signs would either need to be moved back away from the public street or a variance would be needed. He stated that the applicant is requesting a variance to allow three separate twenty square foot directional signs near three access drives along SE Crosswinds Drive, which exceed the two square foot limitation. B.Morrissey stated that staff does recognize that the Code's two square foot limitation for directional signage can be restrictive for larger properties, but it is something that has been generally followed by similar sites in the City. He noted that larger directional signs have been allowed on the property as long as they are not visible from public streets. He said staff has concerns about setting a precedent for signs in this area. It is expected that similar developments will come to the Crosswinds and Four Mile area in the near future, which may cause enforcement of the sign code difficult. He presented a photo of Amazon's current monument sign located at the site. B.Morrissey said that if the Board were to consider approving the request, Staff would ask that the applicant reduce the proposed signs to their smallest possible size and that the Amazon logo be removed. Staff recommends that the Zoning Board of Adjustment deny a variance to Ankeny Municipal Code Section 195.03(3)(A) allowing three separate twenty square foot directional signs along SE Crosswinds Drive at 7310 SE Crosswinds Drive. Staff's position is based on a determination that the shape or shallowness of the subject property is not exceptional, extraordinary situations do not exist, and the oversized directional signs are not in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

J.Baxter had staff confirm that the property is all one parcel. He asked how far would the signs have to be setback to not require a variance. E.Jensen said, generally speaking directional signage, if it's on the site and not directing its message off site, the City does not require them to be permitted. The signs should not be visible from SE Crosswinds Drive.

N.Sungren asked if the existing monument sign on the property is the maximum size allowed. B.Morrissey said he believes that it is. She suggested that maybe they place the proposed pylon sign design on the existing monument sign, as it seems much more descriptive and, in her opinion, the three additional directional signs would then not be needed.

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

John Chamberlin further commented that directional signs on the interior of the site do not address the issue of providing directions for the vehicles on SE Crosswinds Drive. He shared that they have attempted to set the signs as far back off the street, approximately 45-feet, to reduce the visual impact on SE Crosswinds Drive. He further noted that it is a safety enhancement and an operational issue that they are trying to address with the addition of these signs. He respectfully requests the Board's approval, allowing additional directional signage on the property.

E.Carstens provided background information on the intent of the sign code when it was adopted. He said the intent for directional signage was to limit the size of the signs and to keep the company logo off of those signs.

Motion by K.Tomlinson to close the public hearing, and receive and file documents. Second by N.Sungren. All voted aye. Motion carried 3 – 0.

K.Tomlinson said she feels the monument sign is pretty self-explanatory. J.Baxter said, giving the distance that some of the drives are from the main monument sign, he could see the property being deemed a little more unique in the fact that it is such a large property and the entrance drives are significantly spaced far apart. He can see the need for additional signage but does not think the signage needs to have the logo on them. His recommendation would be to limit the signage by taking off the logo and building address; and only having the proposed directional information on them. The Board agreed with staff that if approved, it could set a precedent.

The Board had further discussions relating to limiting the signs to one line of copy area, reducing them in size to five or ten square feet and the distance the signs should be from the sidewalk.

There was no further discussion.

Board Action on Filing #23-02 (Height) property located at 1204 SE 16th Court

Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 195.03(3)(A) to allow three-separate, no larger than 12 square feet copy area, directional signs along SE Crosswinds Drive at 7310 SE Crosswinds Drive. Additional requirements are that no company logo or address information be included on the signs that the applicant proposed. This is based on a determination that the shape or shallowness of the subject property is exceptional, extraordinary situations do exist, and that the oversized directional signs are in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by N.Sungren. All voted aye. Motion carried 3 – 0.

NEW BUSINESS

There was no new business.

REPORTS

There were no reports.

There being no further business, meeting adjourned at 5:42 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Park Board meeting of February 27, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Park Board Minutes 2023-2-27

**Ankeny Park Board Meeting
February 27, 2023**

Meeting Minutes:

Call to Order: Chairperson Aaron Bradshaw called the Park Board meeting to order at 5:30 p.m. Jared Baldwin was not in attendance. All other board members were present. Nick Lenox, Todd Schenck and Leslie Reab represented City of Ankeny staff.

Approval of Minutes: The January meeting minutes were reviewed and approved with a motion from Josh Craighead and a second from Chad Hade. All approved.

New Board Member – Katie Maki: Bradshaw introduced and welcomed newly appointed Park Board member, Katie Maki. Maki has resided in Ankeny for 11 years and works as a Project Engineer for Ryan Companies.

Iowa DNR Fisheries Presentation: Tyler Stubbs and Lewis Bruce, Fishing Biologists with Iowa DNR, gave an informative presentation on DNR's partnership with Ankeny in which they help create fish habitat and improve water quality of over 75 acres of public water within the City. Stubbs presented information on stocking and fish management. Bass, Bluegill and Channel Catfish are the primary species in Ankeny ponds, and are stocked in combination to provide good fishing. Stubbs stated the City of Ankeny is a leader across the State of Iowa in providing excellent fishing opportunities and will be awarded an Aquatic Conservation Achievement Award on March 1 presented by the Iowa Wildlife and American Fisheries Society.

Bruce informed board members that data of recreational use on multiple City basins is collected through user surveys and the use of trail cameras. In 2020 DNR placed nine trail cameras in seven pond locations, Camden Woods, Cherry Glen, Hillside, Horizon, Prairie Ridge Sports Complex and Sawgrass. The trail cameras use time-lapsed photography which is used to collect user trip length, peak use periods, angler demographics and fishing trends year-round. Bruce stated the trail cameras have captured over 11,000 angler trips with an angler count of 10,888. After the presentation, Tyler and Lewis answered questions and invited board members to contact them if interested in participating in one of DNR's routine fisheries samplings.

Director's Report: Lenox gave a brief update on Des Moines Street Park construction and informed board members of the Iowa Senate Bill SF 181, a measure fixing a state mistake. The new law retroactively reduces the residential rollback for the fiscal year 2024 budget. The rollback impacts Ankeny's budget by approximately a \$1.2 million reduction in revenue to the City, and a number of changes will take place as a result, including the elimination of hiring a new Recreation Coordinator for the department.

Chairperson's Report – Aaron Bradshaw: No report.

Board Member Reports:

- Church: Nichoel stated she will be attending the Iowa DNR/Iowa Chapter of American Fisheries Society Conference during which Ankeny will receive the Aquatic Conservation Achievement Award.
- Craighead: No report.
- Hade: No report.
- Maki: No report.
- Smith: No report.

Adjournment: Chad Hade moved meeting adjournment and Nichoel Church provided the second. The meeting was adjourned at 6:50 p.m.

Minutes Reported By: Leslie Reab, Parks & Recreation Administrative Assistant



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of March 16, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes



Ankeny Kirkendall Public Library – Board of Trustees
MEETING MINUTES
Thursday, March 16, 2023
Regular Meeting: 6:00 p.m.
Location: City Council Chambers – Library

Present: Michael Wiser, Gene Lucht, Tamara Fujinaka, Heather Lilienthal, John Meyer
 Staff: Sam Mitchell, Beth Schaefer

Agenda Item	Discussion Points
I. Call to Order	Wiser called meeting to order at 6:00 PM
II. Public Comment	No public comments
III. Approval of Minutes	Meyer moved to approve minutes the February 16, 2023 minutes. Fujinaka seconded. Motion passed unanimously.
IV. Consent Agenda Samuel Mitchel, Director	Sam Mitchel, director, presented the February financials.
V. Policy/Procedure Review	A. Circulation Policy Beth Schaefer, Circulation Manager, presented a review of the policy. After discussion, Meyer moved to approve and Lucht seconded the motion. Motion approved unanimously. B. Fines and Fees Policy Schaefer also presented the policy was also reviewed. Lilienthal moved to approve, and Fujinaka seconded the motion. Motion approved unanimously. C. Trustees reviewed the Meeting Room Policy that was approved by the Ankeny City Council.
VII. Director's Report – Sam Mitchel	Mitchel presented his report with highlights of a new cleaning service, FY24 budget impacts (e.g. no 2 nd Adult Services Librarian), and Summer Internship selection process begun.
XII. New Business	A. Friends of the Library Policy Friends policy was discussed. Recommended that director seek Friends of the Library's input, and table for future meeting. B. Director Evaluation Process The director evaluation process and schedule was discussed. The schedule is to have surveys back by April 1, hold a closed session on April 20, host a visit by the state librarian on May 18 and at the June meeting present the results of the review.
XIII. Adjourn	Fujinaka moved to adjourn. Lilienthal seconded. 7:10 PM

Minutes submitted by Gene Lucht
 Approved: 4/20/23



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

Strengthen Community Engagement

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the issuance of a fireworks permit within the City of Ankeny to J & M Displays, to be held following the Sips & Songs event, June 30, 2023 at Promenade Park.

EXECUTIVE SUMMARY:

On April 6, 2023, the Fire Department received a permit application for a commercial firework display from a licensed and insured professional display company, J & M Displays.

They are requesting to shoot off a display from Promenade Park on June 30, 2023 at the conclusion of the Sips & Songs event. 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 attending the event. This event was 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 (Adam Vander Leest, Division Chief) is comfortable with signing off on a permit for the display portion of the event.

Due to the display 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 organizer 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 item 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
 Memo - DC Vander Leest
 Insurance Cert
 J&M Displays Product
 ATF Letter of Authorization
 Site Map
 Permit



Adam Vander Leest, Division Chief
Ankeny Fire Department

Memorandum

TO: Michelle Yuska
CC: Vance Swisher, Mike Schrock
DATE: April 14, 2023
RE: Fireworks permit from city property

Mrs Yuska,

On April 06 2023, 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 June 30, 2023 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.

Adam Vander Leest
Division Chief -Community Risk Reduction.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: FAX (A/C, No): 216-658-7101
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Denali Insurance Company INSURER B: Axis Surplus Ins Company INSURER C: Everest Indemnity Insurance Co. INSURER D: INSURER E: INSURER F:
	NAIC # 16044 26620 10851

COVERAGES**CERTIFICATE NUMBER:** 828277572**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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			SI8ML00060-231	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00033-231	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION \$			P-001-000063943-05	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N 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			SI8EX01313-231	1/15/2023	1/15/2024	Each Occ/ Aggregate \$4,000,000 Total Limits \$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.

DISPLAY DATE: JUNE 30, 2023

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 & AFFILIATES, EVENT SPONSORS AND LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; THE DISTRICT ASSOCIATION (SPONSOR); DRA PROPERTIES (LANDOWNER)

CERTIFICATE HOLDER**CANCELLATION**

The District Association
1525 NE 36th Street
Ankeny IA 50021

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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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



J&M Displays Proposal for: The District Association Sips & Songs

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	1" 100 Shot Sino-Candle Fan Shape -4th Celebration	
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Category Shell Count: 100

3 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

2	Six Angle brocade crown	
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: 94

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
----------	------	---------------

1	Color whistle with reports (cylinder)	
1	Green tailed thunder with twilight glitter	
1	Red and blue with silver serpents (cylinder)	
1	Red tailed thunder with white strobe	
1	Silver wasp and diamond screamer	
1	Tourbillion with reports with red and blue Stars	

Category Shell Count: 6

4 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

1	Crackling willow	
1	Rainbow crossette	
1	Red green and blue moving stars	
1	Assortment B of 20 different J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 23

Section Shell Count: 223

Finales

2.5 Inch Finales

Quantity	Name	Rising Effect
----------	------	---------------

5	Rainbow peony 10 Shot finale chain	
5	Red white and blue 10 Shot finale chain	

Category Shell Count: 100

4 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

3	Gold willow with color pistil	
---	-------------------------------	--

Category Shell Count: 3

Section Shell Count: 103

Miscellaneous



J&M Displays Proposal for: The District Association Sips & Songs

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect
60	Igniter 2 meter leads	
90	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

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	Mixed color strobe 25 shot 30 sec	
1	Purple Crossette 25 shot 30 sec	
Category Shell Count: 75		
Section Shell Count: 75		

15% Free for Loyalty Program

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	Crackle 36s (25sec)	
Category Shell Count: 72		

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	Blue tail to brocade crown 25 shot	
1	Purple Crossette 25 shot 30 sec	
Category Shell Count: 75		

4 Inch Color Shells

Quantity	Name	Rising Effect
2	4" Grass Green To Silver Crossette	
1	Brocade Crown crossette	
1	Golden kamuro to white strobe	
Category Shell Count: 4		
Section Shell Count: 151		



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: [REDACTED]

Total Shot Count: 552

Packing Check: 190

Date of Display: 06/30/23

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.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

February 2, 2023

J & M DISPLAYS INC
18064 170TH AVENUE
YARMOUTH, IA 52660-9772

901090: MH/SJI
5400
File Number: 5-IA-00059

Premises Address: 18064 170TH AVENUE YARMOUTH, IA 52660-9772

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

Ankeny Promenade Park

300+ to sidewalk by SW State St and sidewalk E of pond

Legend

 ? ?Prairie Pointe Student Living

 ? ?Smokey Row Coffee

 Ankeny



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



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

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

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

1. R Chavez, Inc., d/b/a El Azteca, 1701 SE Delaware, Unit 300 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective May 15, 2023. PENDING DRAM
2. Gibson Construction, Inc., d/b/a Uptown Food & Beverage Co., 302 SW Maple St. - Class C Retail Alcohol License (LC) (Renewal) - Effective May 15, 2023.

3. JNE Foods Inc., d/b/a Hidalgo Mexican Bar & Grill, 1631 SW Main St., Ste. 100 - Class C Retail Alcohol License (LC) (Renewal) - Effective May 19, 2023.
4. Shibuya Dinning Group, LLC, d/b/a Wasabi Ankeny, 1615 SW Main St., Ste. 100- Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective May 20, 2023.
5. The Operating Room Ankeny, LLC, d/b/a Operating Room Ankeny, 1631 SW Main St., Ste. 105- Class C Retail Alcohol License (LC) (Renewal) - Effective May 31, 2023. PENDING DRAM
6. Lam Inc. d/b/a China Moon, 225 SE Oralabor Rd. - Class C Retail Alcohol License (LC) (Renewal) - Effective May 6 2023.
7. Maria's Inc., d/b/a Maria's Mexican Food, 833 E 1st St., Ste. 106 - Class C Retail Alcohol License (LC) (Renewal) - Effective April 6, 2023.
8. Sunshine and Sips Hospitality Co., d/b/a Sunshine and Sips Hospitality Co. - 1500 SW Main St. (District Square) - Special Class C Retail Alcohol License (BW) 5 Day Licenses, Effective May 30th, June 6th, June 13th, June 20th, June 27th, July 18th, August 1st, August 8th, August 15, August 22nd. PENDING DRAM ENDORSEMENTS

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

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #12 in the amount of \$1,951.69 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 12 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: May 1, 2023 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: March 1, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	11,500.00	
Contract Amount to Date: (line 1 ± 2)	\$		138,600.00
Total completed and stored to date:	\$	136,591.07	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		136,591.07
Less previous applications for payment:	\$		134,639.38
SUBTOTAL			\$ 1,951.69

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,951.69

Balance to finish, including retainage: \$ 2,008.93

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:

Foth Infrastructure & Environment

Andy S. Floy

Digitally signed by Andy S. Floy
Date: 2023.04.18
17:07:39 -05'00'

Firm Name

Signature Date

April 18, 2023

City of Ankeny Staff Approval:

Signature Date

Donald Clark

4/19/23

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
4	September 6, 2022	\$ 19,132.80
5	October 17, 2022	\$ 13,143.00
6	November 7, 2022	\$ 14,746.20
7	November 21, 2022	\$ 4,324.00
8	January 3, 2023	\$ 1,097.00
9	February 6, 2023	\$ 18,565.20
10	March 6, 2023	\$ 7,310.00
11	March 20, 2023	\$ 14,595.26
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 134,639.38

Record of Change Orders

No.	Date	Amount
1	October 17, 2022	\$ 11,500.00
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TOTAL \$ 11,500.00

Contract Time Remaining

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

Invoice

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

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

April 19, 2023

Project No: 0022A004.00

Invoice No: 83358

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

Invoice Total USD 1,951.69

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through March 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Engineer II	5.00	158.00	790.00	
Totals	5.00		790.00	
Total Labor				790.00
Subconsultants				1,161.69

Billing Limits	Current	Prior	To-Date
Total Billings	1,951.69	134,639.38	136,591.07
Limit			138,600.00
Remaining			2,008.93

Total This Invoice USD 1,951.69



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$25,629.81 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW State Street Extension
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 885.3885.4210 **Finance Project #** 885.4210
Vendor Project or Invoice #: 1 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 2078

Date of Council Meeting: May 1, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: March 6, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount: \$ 473,400.00
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 473,400.00

Total completed and stored to date: \$ 25,629.81
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 25,629.81
Less previous applications for payment: \$ -
SUBTOTAL \$ 25,629.81

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 25,629.81

Balance to finish, including retainage: \$ 447,770.19

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:

Foth Infrastructure & Environment

Digitally signed by Andy S. Floy
Date: 2023.04.20
11:17:33-05'00'

Firm Name

Signature

Date

April 20, 2023

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Mitch Wedell, P.E. - Development Engineering Manager

E-mail:

MWedell@Ankenylowa.gov

Phone:

(515) 963-3520

Fax:

(515) 963-3535

Date Printed: 4/20/2023

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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TOTAL \$ -

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period: March 6th to March 31st, 2023

Work Completed:

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

- Ongoing project coordination and project management.
- Mobile lidar scan and support
- Began property ownership research for right-of-way survey
- Terracon performed soil borings and field exploration
- Began field investigation for wetlands and environmental impacts

Work Scheduled:

The following work tasks will be completed in April of 2023:

- Continue design development coordination, utility coordination and project management.
- Drone flight of field
- Final processing of project base map.
- Completion of utility survey.
- Completion of Right of Way research, field work and CAD file.
- Begin preliminary drainage analysis.
- Begin traffic forecasting and modeling

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	March 6, 2023
Design Survey and Mapping	April, 2023
Traffic Study	June, 2023
Functional Design	August, 2023
Preliminary Design	October, 2023

General Comments:

- None

Invoice

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

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

April 20, 2023

Project No: 0023A007.00

Invoice No: 83422

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

Invoice Total USD 25,629.81

Project 0023A007.00 NW State Street Extension

Professional Services through March 31, 2023

Professional Personnel

	Hours	Rate	Amount
Project Manager III	17.50	216.00	3,780.00
Project Manager II	32.00	202.00	6,464.00
Project Manager I	10.00	180.00	1,800.00
Project Engineer V	36.00	216.00	7,776.00
Project Scientist I	1.50	127.00	190.50
Technician VI	4.00	145.00	580.00
Technician V	3.50	135.00	472.50
Technician IV	13.00	125.00	1,625.00
Technician II	23.50	105.00	2,467.50
Project Administrator II	1.00	102.00	102.00
Totals	142.00		25,257.50
Total Labor			25,257.50

Expenses 372.31

Billing Limits	Current	Prior	To-Date
Total Billings	25,629.81	0.00	25,629.81
Limit			473,400.00
Remaining			447,770.19

Total This Invoice USD 25,629.81



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #34 in the amount of \$14,149.82 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 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



Project Title: West First Street Widening and Improvements - Phase 1
Contractor: Foth Infrastructure and Environment, LLC
Address: PO Box 8418 Carol Stream, IL 60197-8418
Finance Budget Code: 970.3970.4210 **Finance Project #** 970.4210
Vendor Project or Invoice #: 66017 **PO #**
Original Contract Date: December 17, 2018 **Vendor #** 2078

Date of Council Meeting: May 1, 2023 **PAYMENT REQUEST #** 34
PAYMENT PERIOD: From: March 1, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	\$	237,720.00	
Net change by Change Orders:	\$	2,068,135.00	
Contract Amount to Date: (line 1 ± 2)	\$	2,305,855.00	
Total completed and stored to date:	\$	2,305,854.40	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	2,305,854.40	
Less previous applications for payment:	\$	2,291,704.58	
SUBTOTAL	\$		14,149.82

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 14,149.82

Balance to finish, including retainage: \$ 0.60

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: Foth Infrastructure and Environment, LLC

Firm Name

Bradley D. Hopkey

Digitally signed by Bradley D. Hopkey
DN: cn=Bradley D. Hopkey, o=Foth Infrastructure & Environment, LLC, ou=Infrastructure Division, cn=Bradley D. Hopkey
Reason: I am approving this document
Date: 2023.04.18 09:12:33-0500

April 18, 2023

Signature Date

City of Ankeny Staff Approval:

Signature Date

Submit to: Adam L. Lust, P.E. - Public Works Engineering Manager

E-mail: ALust@Ankenylowa.gov **Phone:** (515) 963-3537 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 4, 2019	\$ 78,539.03
2	March 4, 2019	\$ 84,665.44
3	April 1, 2019	\$ 53,048.08
4	May 6, 2019	\$ 21,467.14
5	June 3, 2019	\$ 90,346.10
6	August 5, 2019	\$ 137,221.66
7	September 3, 2019	\$ 31,744.34
8	October 7, 2019	\$ 47,472.86
9	November 4, 2019	\$ 43,295.26
10	December 2, 2019	\$ 62,134.48
11	February 3, 2020	\$ 118,678.59
12	March 2, 2020	\$ 49,060.78
13	April 6, 2020	\$ 29,305.10
14	May 4, 2020	\$ 63,725.08
15	July 6, 2020	\$ 139,165.99
16	October 5, 2020	\$ 276,493.45
17	March 1, 2021	\$ 42,625.00
18	June 7, 2021	\$ 108,656.27
19	September 20, 2021	\$ 146,610.79
20	November 15, 2021	\$ 123,961.96
21	December 6, 2021	\$ 53,266.08
22	March 21, 2022	\$ 45,333.98
23	May 2, 2022	\$ 39,001.21
24	June 6, 2022	\$ 35,283.97
25	August 1, 2022	\$ 82,812.47
26	September 6, 2022	\$ 39,430.14
27	October 3, 2022	\$ 57,332.58
28	November 7, 2022	\$ 49,614.78
29	December 5, 2022	\$ 51,439.19
30	December 19, 2022	\$ 36,558.37
31	January 17, 2023	\$ 23,560.68
32	March 6, 2023	\$ 16,063.73
33	April 3, 2023	\$ 13,790.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 2,291,704.58

Record of Change Orders

No.	Date	Amount
1	May 6, 2019	\$ 709,260.00
2	June 15, 2020	\$ 379,390.00
3	February 1, 2021	\$ 526,885.00
4	March 7, 2022	\$ 452,600.00
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TOTAL \$2,068,135.00

Working Days

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



Summary of Services Report - Project Code: 970.4210

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

Period: March 1, 2023 – March 31, 2023

Work Completed:

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

- Project coordination
- Construction admin/observation for remaining punch list items
- Negotiating of change order(s) for any outstanding items from 2022 construction
- Project closeout & prep for DOT audit

Work Scheduled:

The following work tasks to be completed during the next period:

- Construction admin/observation for remaining punch list items
- Finalizing of change order(s) for any outstanding items from 2022 construction
- Pay request #20
- Project closeout & prep for DOT audit

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	December 17, 2018
Design Survey and Mapping	December, 2018, Complete January 2019
Functional Design	February, 2019, Complete March 2019
Amendment 1	May 6, 2019
Bidding of NW Northlawn Sewer	December 10, 2019
Bidding of Joint Utility Trench	February 11, 2020
Project Information Meeting	March 10, 2020
Bidding of Temporary Traffic Signals	June 25, 2020
Bidding of Roadway Project	December 15, 2020
Amendment 2	June 15, 2020
Amendment 3	February 1, 2021
Opening of W First St for Winter	October 14, 2021
Amendment 4	March 7, 2022

General Comments:

Invoice

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

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

April 13, 2023

Project No: 0018A039.01

Invoice No: 83157

City of Ankeny
Attn: Adam Lust
410 W First St.
Ankeny, IA 50023

Invoice Total USD 14,149.82

Project 0018A039.01 West First Street Widening
Professional Services through March 31, 2023

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	9.00	190.00	1,710.00
Technician III	96.50	111.00	10,711.50
Technician I	9.50	80.00	760.00
Construction Manager	3.00	168.00	504.00
Project Administrator II	1.00	98.00	98.00
Totals	119.00		13,783.50
Total Labor			13,783.50

Expenses 366.32

Billing Limits	Current	Prior	To-Date
Total Billings	14,149.82	2,291,704.58	2,305,854.40
Limit			2,305,855.00
Remaining			.60
		Total This Invoice	USD 14,149.82



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$18,156.59 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Rock Creek Greenbelt - Native Vegetation
Contractor: HGS, LLC
Address: 6575 West Loop South Ste 300, Bellaire, TX 77401
Finance Budget Code: 957.2957.4405 **Finance Project #** 957.4405
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: October 3, 2022 **Vendor #** 11660

Date of Council Meeting: May 1, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: October 3, 2022 Through: March 31, 2023

Contract Summary

Original Contract Amount:	\$	96,960.30	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	96,960.30	
Total completed and stored to date:	\$	19,112.20	
Retainage: 5 % of Completed Work:	\$	955.61	
Total Earned less Retainage:	\$	18,156.59	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	18,156.59	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	18,156.59	

Balance to finish, including retainage: \$ 78,803.71

Contract Time Remaining (If applicable) _____ Calendar Date

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: HGS, LLC

Signature: Matt Jank Date: 3/31/2023

Engineer / Consultant Approval: _____
Firm Name

Signature _____ Date _____

City of Ankeny Staff Approval: _____
Signature: Nick Lenox Date: 4/13/23

Submit to: Nick Lenox, Director of Parks & Recreation
E-mail: Nlenox@ankenyiowa.gov **Phone:** 515-963-3576 **Fax:** 515-963-3576

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL CO
	EARTHWORK										
2.1	Clearing and Grubbing by Lump Sum	LS	1		1.00	\$ 22,780.00	\$ 22,780.00	0.50	\$ 11,390.00		
	STREETS AND RELATED WORK										
7.1	Removal of Sidewalk	SY	79.0		79.00	\$ 49.10	\$ 3,878.90		\$ -		
7.2	Shared Use Path, PCC, Class C, 6" Thick	SY	71.0		71.00	\$ 68.00	\$ 4,828.00		\$ -		
7.3	Sidewalk, PCC, Class C, 4"	SY	8.0		8.00	\$ 55.00	\$ 440.00		\$ -		
	TRAFFIC CONTROL										
8.1	Temporary Traffic Control	LS	1		1.00	\$ 753.00	\$ 753.00		\$ -		
	MISCELLANEOUS										
11.1	Mobilization	LS	1		1.00	\$ 14,102.00	\$ 14,102.00	0.40	\$ 5,640.80		
11.2	Concrete Washout	LS	1		1.00	\$ 1,105.00	\$ 1,105.00		\$ -		
11.3	Establishment Mowing	Ac.	7.8		7.80	\$ 355.00	\$ 2,769.00		\$ -		
11.4	Herbicide Treatment	Ac.	7.8		7.80	\$ 386.00	\$ 3,010.80	3.90	\$ 1,505.40		
11.6	Dormant Native Vegetation Seeding, Drilled	Ac.	7.8		7.80	\$ 2,766.00	\$ 21,574.80		\$ -		
11.7	Vegetation Maintenance	Ac.	54.9		54.90	\$ 262.00	\$ 14,383.80		\$ -		
11.8	Tree and Shrub Herbicide Treatment	LS	1		1.00	\$ 1,191.00	\$ 1,191.00		\$ -		
11.9	New Planting Sign	Ea.	32		32.00	\$ 192.00	\$ 6,144.00	3.00	\$ 576.00		
	CHANGE ORDER ITEMS										
12.01					0.00		\$ -		\$ -		
12.02					0.00		\$ -		\$ -		
12.03					0.00		\$ -		\$ -		
12.04					0.00		\$ -		\$ -		
12.05					0.00		\$ -		\$ -		

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 96,960.30 PAY PERIOD = \$ 19,112.20

COM

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ -

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Calendar Date
Construction Start Date:	October 3, 2022
Contract Full Completion Date:	12/22/2023

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$1,812.00 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection 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



Project Title: NW Irvinedale Drive & NW 18th Street Intersection Improvements
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite,200, Johnston, IA 50131
Finance Budget Code: 922.3922.4210 Finance Project #: 922.4210
Vendor Project #: 220196 Purchase Order #: NA
Original Contract Date: March 20, 2023 Vendor Account #: 5531

Date of Council Meeting: May 1, 2023 Payment Application #: 1
Payment Period: From: NTP Through: March 31, 2023

Contract Summary:

Original Contract Amount:	\$	107,920.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	107,920.00	
Total Completed and Stored to Date:	\$	1,812.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	1,812.00	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:			\$ 1,812.00
OTHER CHARGES:			\$ -
CURRENT PAYMENT DUE:			\$ 1,812.00
Balance to Finish, Including Retainage:	\$	106,108.00	

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: NA
Firm Name

Signature Date

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

Signature Date April 20, 2023

City of Ankeny Staff Approval: Leslie Hart
Signature Date 4/20/23

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

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
1.00	PROJECT MANAGEMENT & ADMINISTRATION													
	Engineering	EA	1.00		1.00	\$ 832.00	\$ 832.00	1.00	\$ 832.00		1.00	\$ 832.00	0.00	100.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.00	TRAFFIC ANALYSIS													
	Engineering	EA	1.00		1.00	\$ 980.00	\$ 980.00	1.00	\$ 980.00		1.00	\$ 980.00	0.00	100.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.00	CONCEPT DESIGN													
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
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4.00	SURVEY & MAPPING													
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					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = \$ 1,812.00 PAY PERIOD = \$ 1,812.00 COMPLETED = \$ 1,812.00 100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ -

Record of Change Orders:

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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



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

▷ HRGREEN.COM

April 20, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection
HRG Project No. 220196
Contract date: March 20, 2023

Dear Leslie:

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

Attached Invoice #	161874
Period covered by invoice	NTP – 3/31/23
Amount this invoice	\$1,812.00
Total billings to date, including this invoice	\$1,812.00
Contract maximum fee	\$107,920.00
% of Contract billed to date	1.68%

Summary of services during this billing period:

- Project Management & Admin
- Data collection & Assumptions Memo development

Comments:

- Draft Assumptions Memo to be submitted on 4/21

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

Best regards,

HR GREEN, INC.

Brian Willham, P.E.



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

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

April 14, 2023
Project No: 220196
Invoice No: 161874
Invoice Total: **\$1,812.00**

Project 220196 Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection
NW Irvinedale Drive and NW 18th Street
Intersection Improvements

Professional Services Through March 31, 2023

Phase 1.0 Project Management and Administration
Professional Personnel

	Hours	Amount	
Senior Professional	3.00	705.00	
Corporate Admin	1.00	127.00	
Totals	4.00	832.00	
Total Labor			832.00
Total this Phase			\$832.00

Phase 2.0 Traffic Analysis
Professional Personnel

	Hours	Amount	
Junior Professional	7.00	980.00	
Totals	7.00	980.00	
Total Labor			980.00
Total this Phase			\$980.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,812.00	0.00	1,812.00
Limit			107,920.00
Remaining			106,108.00
Total this Invoice			<u>\$1,812.00</u>



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #6 in the amount of \$170.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 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
 ISG - Payment #6- High Trestle Trail Park Phase 1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Park Phase I
Contractor: ISG
Address: 115 East Hickory St., Suite 300 Mankato, MN 56001
Finance Budget Code: 99.2990.4210 **Finance Project Code:** 990.421
Vendor Project or Invoice #: 84384 **PO #**
Original Contract Date: May 16, 2022 **Vendor #** 10037

Date of Council Meeting 4/25/2023 - 5-1-23 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: 03/01/23 through: 03/31/23

Contract Summary

Original Contract Amount:	\$	<u>68,400.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>68,400.00</u>	
Total completed and stored to date:	\$	<u>33,240.00</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>33,240.00</u>	
Less previous applications for payment:	\$	<u>33,070.00</u>	
SUBTOTAL	\$		<u>170.00</u>

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 170.00

Balance to finish, including retainage: \$ 35,160.00

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval: ISG
Firm Name

Hayley Schull 4/20/2023
Signature Date

Engineer/Consultant Approval: _____
Firm Name

Signature Date

City of Ankeny Staff Approval: Dan Hod 4/24/23
Signature Date

Submit to: _____

Email: _____ **Phone:** _____ **Fax:** _____



I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

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

Invoice Number 91498
Date 03/31/2023

**Project 22-26951 High Trestle Park
Phase 1 - Ankeny, IA**

Progress billing for professional services provided through date of invoice

****INCLUDE PAY APP****

Updating Preliminary Design Concepts

Description	Contract Amount	Prior Billed	Current Billed
Design			
Survey	\$9,000.00	\$9,000.00	
Permitting	\$2,600.00		
Preliminary Design	\$18,700.00	\$18,700.00	
Final Design	\$23,700.00	\$5,370.00	\$170.00
Bidding	\$3,600.00		
Construction			
Construction Staking	\$5,000.00		
Construction Administration	\$5,800.00		
	\$68,400.00	\$33,070.00	\$170.00

Invoice Amount

\$170.00

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.
If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

Automated Clearing House (ACH) Instructions

Account Name: I&S Group, Inc.
ABA/Routing Number: 073000642
Account Number: 2348642289
Send Remittance to: AR@ISGInc.com



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$1,901.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street 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 #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 2
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 42% - 658.3658.4210
58% - 695.3695.4210
Finance Project # 42% - 658.4210
58% - 695.4210
Vendor Project or Invoice #: 200170.02
PO #
Original Contract Date: June 20, 2022
Vendor # 7827

##

Date of Council Meeting: May 1, 2023
PAYMENT REQUEST # 10
PAYMENT PERIOD: From: March 4, 2023 Through: April 7, 2023

Contract Summary

Original Contract Amount:	\$ 106,780.00	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 106,780.00	
Total completed and stored to date:	\$ 95,566.25	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 95,566.25	
Less previous applications for payment:	\$ 93,665.00	
SUBTOTAL		\$ 1,901.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,901.25

Balance to finish, including retainage: \$ 11,213.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

April 19, 2023

City of Ankeny Staff Approval:

Signature

Date

4/21/2023

Submit to: Becky Ford, PE, CFM - Storm Water & Environmental Manager

E-mail: BFord@Ankenylowa.gov Phone: (515) 963-3526 Fax: (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 1, 2022	\$ 6,090.00
2	September 5, 2022	\$ 17,092.50
3	October 3, 2022	\$ 6,496.25
4	November 7, 2022	\$ 22,783.75
5	December 19, 2022	\$ 15,661.25
6	January 3, 2023	\$ 10,681.25
7	February 6, 2023	\$ 7,326.25
8	March 6, 2023	\$ 6,340.00
9	April 3, 2023	\$ 1,193.75
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 93,665.00

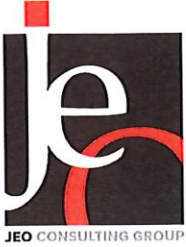
Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0



Engineering | Architecture | Surveying | Planning

Invoice

April 19, 2023

Project No: R200170.02

Invoice No: 140551

Invoice Amount: 1,901.25

Becky Ford
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Timothy Sheets

Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2

Professional Services through April 7, 2023

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$22,810.00		\$19,991.25	\$19,387.50	\$603.75
Preliminary Design	\$12,800.00		\$12,800.00	\$12,800.00	0.00
Final Design	\$62,075.00		\$62,075.00	\$61,477.50	\$597.50
Public Information Meeting	\$3,860.00		\$700.00	0.00	\$700.00
Bidding Phase Services	\$5,235.00		0.00	0.00	0.00
Total	\$106,780.00		\$95,566.25	\$93,665.00	\$1,901.25
Total Amount Due Upon Receipt :					\$1,901.25

Email invoice to: BFord@Ankenylowa.gov



April 19, 2023

Becky Ford, PE, CFM
Stormwater and Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE 3rd Street Improvements - Phase 2
Progress Report No. 10
JEO Project No. 200170.02

Becky:

This is the tenth progress report for the above referenced project and covers work through April 7, 2023. Work related to this project includes final design of the Phase 2 plans, QC/QA, and coordination with property owners and utility companies.

In the coming weeks, our design team will work towards a final plan submittal.

We're excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Tim Sheets, PE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #19 in the amount of \$1,987.50 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening 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 #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Avenue HMA Widening
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 993.3993.4210 **Finance Project #** 993.4210
Vendor Project or Invoice #: 201512.00 **PO #** N/A
Original Contract Date: April 19, 2021 **Vendor #** 7827

Date of Council Meeting: May 1, 2023 **PAYMENT REQUEST #** 19
PAYMENT PERIOD: From: January 7, 2023 Through: April 7, 2023

Contract Summary

Original Contract Amount:	\$	97,750.00	
Net change by Change Orders:	\$	119,795.00	
Contract Amount to Date: (line 1 ± 2)	\$	217,545.00	
Total completed and stored to date:	\$	211,271.63	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	211,271.63	
Less previous applications for payment:	\$	209,284.13	
SUBTOTAL	\$	1,987.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,987.50

Balance to finish, including retainage: \$ 6,273.37

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

April 19, 2023

Date

City of Ankeny Staff Approval:

Signature

4/20/2023

Date

Submit to:

Jim Haberichter - Civil Engineer II

E-mail: jhaberichter@Ankenylowa.gov

Phone: (515) 963-3537

Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	\$ 4,361.25
2	July 6, 2021	\$ 5,788.75
3	August 2, 2021	\$ 28,591.25
4	September 7, 2021	\$ 28,883.75
5	October 4, 2021	\$ 15,606.25
6	November 1, 2021	\$ 11,733.75
7	March 7, 2022	\$ 24,167.88
8	April 4, 2022	\$ 2,690.00
9	May 2, 2022	\$ 2,466.25
10	June 6, 2022	\$ 5,796.25
11	July 5, 2022	\$ 4,646.25
12	August 1, 2022	\$ 1,880.00
13	September 6, 2022	\$ 1,813.75
14	October 3, 2022	\$ 8,886.25
15	November 7, 2022	\$ 13,566.25
16	November 21, 2022	\$ 30,205.00
17	January 3, 2023	\$ 15,372.50
18	February 6, 2023	\$ 2,828.75
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 209,284.13

Record of Change Orders

No.	Date	Amount
1	January 3, 2022	\$ 24,595.00
2	March 21, 2022	\$ 95,200.00
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CHANGE ORDER TOTAL = \$ 119,795.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0



Engineering | Architecture | Surveying | Planning

Invoice

April 19, 2023

Project No: R201512.00

Invoice No: 140552

Invoice Amount: 1,987.50

Jim Haberichter
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Timothy Sheets

Project R201512.00

Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave

Professional Services through April 7, 2023

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$17,050.00		\$17,050.00	\$17,050.00	0.00
Environmental Services	\$2,000.00		\$1,930.00	\$1,930.00	0.00
Preliminary Design	\$43,610.00		\$43,591.25	\$43,591.25	0.00
Final Design	\$28,950.00		\$28,950.00	\$28,950.00	0.00
Public Information Meeting	\$3,450.00		\$3,443.75	\$3,443.75	0.00
Bidding Phase Services	\$2,690.00		\$2,690.00	\$2,690.00	0.00
Construction Administration	\$14,250.00		\$14,250.00	\$14,250.00	0.00
Construction Staking	\$12,700.00		\$12,700.00	\$12,700.00	0.00
Resident Project Representation	\$62,500.00		\$62,498.75	\$60,511.25	\$1,987.50
Monument Preservation	\$1,000.00		0.00	0.00	0.00
Post-Construction Services	\$4,750.00		0.00	0.00	0.00
Amendment No. 1-Acquisition Plats	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Amendment No. 1 - City Letting Design	\$15,095.00		\$15,095.00	\$15,095.00	0.00
Reimbursables-Amendment No. 1-Utility Potholing	\$6,000.00		\$5,572.88	\$5,572.88	0.00
Total	\$217,545.00		\$211,271.63	\$209,284.13	\$1,987.50
Total Amount Due Upon Receipt :					\$1,987.50

Email invoice to: jhaberichter@ankenyiowa.gov

Billing Backup

Wednesday, April 19, 2023

JEO Consulting Group, Inc.

Invoice 140552 Dated 4/19/2023

12:29:54 PM

Project	R201512.00	Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave
Phase	716RP	Resident Project Representation

Hours this Invoice

			Hours		Amount
Transportation Engineer	3/27/2023		2.50	135.00	337.50
Field Construction Inspector	3/24/2023		8.00	110.00	880.00
Field Construction Inspector	4/4/2023		1.00	110.00	110.00
Field Construction Inspector	4/5/2023		6.00	110.00	660.00
Totals			17.50		1,987.50
Total Labor					1,987.50

Total this Phase **\$1,987.50**

Total this Project **\$1,987.50**

Total this Report **\$1,987.50**



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

April 19, 2023

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

RE: SE Delaware Avenue HMA Widening
Progress Report No. 19
JEO Project No. 201512.00

Jim:

This is the nineteenth progress report for the above referenced project and covers work through April 7, 2023. Work during the specified timeframe includes coordination with the construction contractor and Resident Project Representative tasks.

JEO is excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Tim Sheets, PE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$6,332.50 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 1, 2023 Payment Application #: 1

Payment Period: From: February 20, 2023 Through: April 7, 2023

Contract Summary:

Original Contract Amount:	\$	269,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	269,400.00	
Total Completed and Stored to Date:	\$	6,332.50	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	6,332.50	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:			\$ 6,332.50

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 6,332.50

Balance to Finish, Including Retainage: \$ 263,067.50

Contract Time Remaining: NA ----

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

Construction Contractor Approval: -----

Firm Name

Signature

Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Leslie Hart, Traffic Engineering Manager

E-mail: lhart@ankenyiowa.gov

Phone Number: 515-963-3548



Monthly Progress Report

DATE PREPARED | 4/07/22
PROJECT NAME | Ankeny Transportation Master Plan
JEO PROJECT NO. | R222064
CITY PROJECT MANAGER | Leslie Hart
CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023
PROFESSIONAL SERVICES DATE | 2/20/22
AGREEMENT NTP | 2/20/22
AGREEMENT END DATE | 5/31/24

Dear Leslie Hart,

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

1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Project Management activities to coordinate progress
- Project kickoff meeting – March 24th, 2023
- Development of draft Public Information Plan
- Setup of project management file share site
- Initial work on Tasks 2.X for existing conditions

2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD

- Continued project management activities
- Summary of prior studies and baseline conditions
- Finalization of Public Information Plan
- Draft summaries of existing conditions assessments
- Coordination of and development of materials for Public Meeting #1

3. INFORMATION/DECISIONS NEEDED FROM THE CITY

- Continued data sharing of existing conditions information, past studies/reports, and other relevant files as updated in meeting minutes.

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

- None to date.



Engineering | Architecture | Surveying | Planning

Invoice

April 21, 2023

Project No: R222064.00

Invoice No: 140693

Invoice Amount: 6,332.50

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

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

Professional Services through April 7, 2023

- Include Pay Application sheet with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$34,530.00	4%	\$1,302.50	0.00	\$1,302.50
Current and Future Transportation Conditions	\$54,150.00	8%	\$4,550.00	0.00	\$4,550.00
Public Engagement and Stakeholder Input	\$56,200.00	1%	\$480.00	0.00	\$480.00
Goals, Objectives, and Action Steps	\$29,750.00	0%	0.00	0.00	0.00
Alternatives Analysis & Prioritization	\$49,620.00	0%	0.00	0.00	0.00
Transportation Master Plan	\$40,100.00	0%	0.00	0.00	0.00
Direct Costs	\$5,050.00	0%	0.00	0.00	0.00
Total	\$269,400.00		\$6,332.50	0.00	\$6,332.50
Total Amount Due Upon Receipt :					\$6,332.50



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$33,864.41 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 953.3953.4210 **Finance Project #** 953.421
Vendor Project or Invoice #: 211008-010 **PO #** N/A
Original Contract Date: February 7, 2022 **Vendor #** 2183

Date of Council Meeting: 05/01/2023 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: February 26, 2022 Through: April 1, 2023

Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	395,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	780,300.00	
Total completed and stored to date:	\$	474,260.68	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	474,260.68	
Less previous applications for payment:	\$	440,396.27	
SUBTOTAL	\$		33,864.41

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 33,864.41

Balance to finish, including retainage: \$ 306,039.32

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:

McClure Engineering Company

Firm Name

Signature

Date

April 12, 2023

City of Ankeny Staff Approval:

Signature

Date

4/20/2023

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail:

JHaberichter@Ankenylowa.gov

Phone:

(515) 963-3536

Fax:

(515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 75,028.75
2	May 16, 2022	\$ 70,068.80
3	June 20, 2022	\$ 12,000.00
4	June 18, 2022	\$ 25,675.21
5	August 15, 2022	\$ 28,367.75
6	September 19, 2022	\$ 38,946.51
7	October 17, 2022	\$ 38,657.50
8	November 21, 2022	\$ 91,841.25
9	December 19, 2022	\$ 2,900.00
10	January 17, 2023	\$ 1,514.23
11	March 20, 2023	\$ 55,396.27
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 440,396.27

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 395,300.00
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CHANGE ORDER TOTAL = \$ 395,300.00

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



1360 NW 121st Street
Clive, IA 50325

Jim Haberichter
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

March 31, 2023
Project No: 0000211008-010
Invoice No: 144400
Due Date: April 30, 2023

Project 0000211008-010 Ankeny NW 18th St Reconstruction - NW Ash Drive to N Ankeny Boulevard

Professional Services from February 26, 2023 to April 1, 2023

Phase	600	Construction Administration
Task	601	Construction Administration

	Hours	Rate	Amount	
Project Manager I	11.50	185.00	2,127.50	
Project Manager III	22.00	230.00	5,060.00	
Engineer III	42.00	185.00	7,770.00	
Totals	75.50		14,957.50	
Total Labor				14,957.50

Mileage (.655/.50 p/mile)	19.65
Total this Task	\$14,977.15

Task	603	Traffic Signal and Fiber Optic Construction Administration
------	-----	--

	Hours	Rate	Amount	
Engineer III	1.00	185.00	185.00	
Totals	1.00		185.00	
Total Labor				185.00
Total this Task				\$185.00

Total this Phase \$15,162.15

Phase	650	Onsite Project Representative
-------	-----	-------------------------------

	Hours	Rate	Amount	
Engineer I	3.50	125.00	437.50	
Engineer III	3.50	185.00	647.50	
On-Site Representative II	61.00	155.00	9,455.00	
Totals	68.00		10,540.00	
Total Labor				10,540.00

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	144400
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Mileage (.655/.50 p/mile)

163.76

Total this Phase \$10,703.76

Phase	700	Survey Services
Task	760	Construction Staking

Crew Chief	Hours	Rate	Amount
	25.00	135.00	3,375.00
Totals	25.00		3,375.00
Total Labor			3,375.00

Mileage (.90 p/mile)

36.00

Total this Task \$3,411.00

Total this Phase \$3,411.00

Phase	900	Additional Services
Task	958	Additional Lighting Design

Engineering Technician II	Hours	Rate	Amount
	7.00	135.00	945.00
Project Manager III	.50	230.00	115.00
Totals	7.50		1,060.00
Total Labor			1,060.00
Total this Task			\$1,060.00

Task	959	Additional NW Ash Dr Pavement Design
------	-----	--------------------------------------

Engineer I	Hours	Rate	Amount
	7.50	125.00	937.50
Engineer III	14.00	185.00	2,590.00
Totals	21.50		3,527.50
Total Labor			3,527.50
Total this Task			\$3,527.50

Total this Phase \$4,587.50

Phase	950	Subconsultants and Fees
-------	-----	-------------------------

Total this Phase 0.00

	Current	Prior	To-Date
Total Billings	33,864.41	440,396.27	474,260.68
Contract Limit (not-to-exceed)			780,300.00
Contract Limit Remaining			306,039.32
Total Due this Invoice			\$33,864.41

April 12, 2022



Mr. Jim Haberichter, PE
Civil Engineer II
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Progress Report No. 12
MEC Project No. 2110008-010

Dear Mr. Haberichter:

This is the twelfth progress report for the above referenced project and covers work through April 1, 2022. Work related to this project through this period includes additional services completed during the design phase that were outside of the original scope and were requested by the City, including additional lighting design and additional pavement design that will be included in the project along NW Ash Drive so that the future NW Ash Drive reconstruction project will have a better connection to the current construction improvements. Additionally, work during this period includes construction staking, shop drawing review, utility coordination with review and approval or utility relocation plans, construction observation, and project administration.

Elder Corporation has completed approximately 1.8% of the project contract while using 6 of 130 working days (4.6%). Elder plans to be working on grading, storm sewer, and water main installation over the next few weeks.

We're excited to continue to work with the City of Ankeny on this important project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Scott E. Port, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$30,275.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking 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 #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Uptown Parking Improvements
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 975.3975.4210 **Finance Project #** 975.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: 07/18/2022 **Vendor #** 6447

Date of Council Meeting: May 1, 2023 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: March 11, 2023 Through: April 15, 2023

Contract Summary

Original Contract Amount:	\$	41,710.00	
Net change by Change Orders:	\$	47,200.00	
Contract Amount to Date: (line 1 ± 2)	\$	88,910.00	
Total completed and stored to date:	\$	63,535.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	63,535.00	
Less previous applications for payment:	\$	33,260.00	
SUBTOTAL	\$	30,275.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 30,275.00

Balance to finish, including retainage: \$ 25,375.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Not Applicable
Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.
Firm Name

Signature: Nichole Jungren Date: 04/19/2023

City of Ankeny Staff Approval:

Signature: Leslie Hart Date: 4/20/23

Submit to: Leslie Hart, Traffic Engineering Manager
E-mail: LHart@ankenyiowa.gov **Phone:** (515) 963-3548 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 3, 2023	\$ 26,710.00
2	March 1, 2023	\$ 6,550.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 33,260.00

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 47,200.00
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TOTAL \$ 47,200.00

Contract Time Remaining

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



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

April 19, 2023

Leslie Hart, Traffic Engineering Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Re: Uptown Parking Improvements
Project # 09085056

Dear Ms. Hart:

Please find attached the Engineering Invoice #3 for work completed between March 5, 2023 and April 15, 2023. Please refer to the attached Project Update for a summary of the work completed to date. MSA has completed and submitted the preliminary plans submittal to the City on April 14th.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is fluid and cursive, with the first name "Nichole" and last name "Sungren" clearly legible.

Nichole Sungren, P.E.
Project Manager

nes
Enc.

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

DATE:

April 19, 2023

PROJECT NUMBER:

City of Ankeny:

STR-21-006

MSA:

09085056



TASK 1: SURVEY/MAPPING

Task 1: 100% Complete

This task is complete.

TASK 2: CONCEPTUAL DESIGN

Task 2: 100% Complete

This task is complete.

TASK 3: PRELIMINARY DESIGN

Task 3: 100% Complete

This task is complete.

TASK 4: FINAL DESIGN

Task 4: 75% Complete

MSA prepared the plans for the Area for inclusion in the preliminary plan set for City staff review.

TASK 5: COMPETITIVE QUOTATION

Task 5: 0% Complete

No work has started on this task.

PROJECT UPDATE

TASK 6: PROJECT ADMINISTRATION

Task 6: 60% Complete

MSA has coordinated with the City on project timeline and deliverable, reviewed City comments, and performed internal meetings to discuss City comments.

TASK 7: ADDITIONAL PRELIMINARY DESIGN

Task 7: 100% Complete

MSA has addressed the City comments from the previous submittal, coordinated with the utilities, coordinated with Ware Appliance, prepared and submitted the preliminary plans and cost estimate for City Staff review on April 14th.

TASK 8: ADDITIONAL FINAL DESIGN

Task 8: 0% Complete

No work has started on this task.

TASK 9: BIDDING

Task 9: 0% Complete

No work has started on this task.



Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

City of Ankeny IA
410 West First Street
Ankeny, IA 50023

April 20, 2023

Invoice No: R09085056.0 - 3

Project Manager 00-50-203
Client Liaison Nichole Sungren
Nichole Sungren

AMOUNT DUE THIS INVOICE: \$30,275.00

Project R09085056.0 Ankeny 2022 Uptown Parking Improvements
Professional Services from March 5, 2023 to April 15, 2023

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey/Mapping	6,200.00	100.00	6,200.00	6,200.00	0.00
Conceptual Design	11,460.00	100.00	11,460.00	11,460.00	0.00
Preliminary Design	9,050.00	100.00	9,050.00	9,050.00	0.00
Final Design	7,100.00	75.00	5,325.00	3,550.00	1,775.00
Competitive Quotation	2,900.00	0.00	0.00	0.00	0.00
Project Admin	5,000.00	60.00	3,000.00	3,000.00	0.00
Add'l Preliminary Design	28,500.00	100.00	28,500.00	0.00	28,500.00
Add'l Final Design	18,000.00	0.00	0.00	0.00	0.00
Bidding	700.00	0.00	0.00	0.00	0.00
Total Fee	88,910.00		63,535.00	33,260.00	30,275.00
Total Fee					30,275.00
AMOUNT DUE THIS INVOICE:					\$30,275.00

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$10,615.50 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.35% 694.3694.4210
82.65% 696.3696.4210
Finance Project # 17.35% 694.4210
82.65% 696.4210
Vendor Project or Invoice #: 53733
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: May 1, 2023
PAYMENT REQUEST # 12
PAYMENT PERIOD: From: March 1, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	84,555.00	
Contract Amount to Date: (line 1 ± 2)	\$		307,925.00
Total completed and stored to date:	\$	227,097.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		227,097.75
Less previous applications for payment:	\$		216,482.25
SUBTOTAL			\$ 10,615.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 10,615.50

Balance to finish, including retainage: \$ 80,827.25

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

RDG Planning & Design, Inc.

Firm Name

Signature

Date

April 13, 2023

City of Ankeny Staff Approval:

Signature

Date

Submit to: Becky Ford, P.E., CFM - Stormwater & Environmental Manager

E-mail: bford@Ankenylowa.gov Phone: (515) 963-3526 Fax: (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
4	June 30, 2022	\$ 38,526.75
5	July 31, 2022	\$ 57,348.00
6	August 31, 2022	\$ 7,989.25
7	September 30, 2022	\$ 20,663.25
8	October 31, 2022	\$ 6,887.75
9	November 30, 2022	\$ 20,663.25
10	December 31, 2022	\$ 6,887.75
11	February 28, 2023	\$ 27,551.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 216,482.25

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 84,555.00
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CHANGE ORDER TOTAL = \$ 84,555.00

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

April 14, 2023

Becky Ford, PE, CFM
Stormwater & Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023-1564

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

Ms. Ford:

This letter accompanies RDG Invoice #53733 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Iowa River Restoration Toolbox analyses
3. Coordination with Iowa Department of Natural Resources
4. Completion of design development design plans for stream restoration project
5. Initiation of construction document design plans for stream restoration project

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,



Gregory M. Pierce, PE, CPESC
Water Resource Engineer
Project Manager





ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #9 in the amount of \$6,876.96 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 1, 2023 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: February 26, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	\$	216,800.00	
Net change by Change Orders:	\$	222,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	439,400.00	
Total completed and stored to date:	\$	207,263.98	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	207,263.98	
Less previous applications for payment:	\$	200,387.02	
SUBTOTAL	\$	6,876.96	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,876.96

Balance to finish, including retainage: \$ 232,136.02

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Short Elliott Hendrickson Inc.

Signature Date

City of Ankeny Staff Approval:

Signature Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
4	November 27, 2022	\$ 21,603.75
5	January 3, 2023	\$ 20,653.82
6	February 6, 2023	\$ 5,787.29
7	February 20, 2023	\$ 1,671.99
8	March 20, 2023	\$ 4,447.44
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 200,387.02

Record of Change Orders

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

Contract Time Remaining

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



Invoice

Invoice Number: 444562

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

**BILL TO:**

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

REMIT PAYMENT TO:

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

Pay This Amount \$6,876.96

Due Date	13-MAY-23
Invoice Date	13-APR-23
Bill Through Date	31-MAR-23
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

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

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 1.0 - Project Administration**Direct**

Personnel	Hours	Amount
Senior Project Engineer	2.00	\$449.61
Senior Admin Assistant	0.25	\$33.01
	<u>2.25</u>	<u>\$482.62</u>

Task: 1.0 Total: \$482.62

Task: 3.0 - Final Design**Direct**

Personnel	Hours	Amount
Licensed Land Surveyor	2.00	\$308.08
Survey Crew Chief	4.50	\$507.50



Invoice

Invoice Number: 444562

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

Task: 3.0 - Final Design

Personnel	Hours	Amount
Senior Project Engineer	23.50	\$4,679.18
Staff Engineer	6.00	\$649.70
	36.00	\$6,144.46

Reimbursed - Expenses

Expenditure Type	Amount
Mileage	\$29.90
Equip - Survey and GPS - GPS - Srv Grade (Hr)	\$87.50
Equip - Vehicles - Survey Vehicle (Hr)	\$19.60
Equip - Survey and GPS - Tot Sta Robotic (Hr)	\$52.50
	\$189.50

Task: 3.0 Total: \$6,333.96

Task: 5.0 - Construction Administration

Direct

Personnel	Hours	Amount
Senior Admin Assistant	0.50	\$60.38
	0.50	\$60.38

Task: 5.0 Total: \$60.38

Invoice total \$6,876.96

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$6,876.96	\$200,387.02	\$207,263.98



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$2,091.59 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development 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 #10



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

April 19, 2023

Mr. Nick Lenox
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: CHERRY GLEN PARK BALLFIELD DEVELOPMENT
PROGRESS REPORT NO. 10
S&A PROJECT NO. 122.0224.01

Dear Mr. Lenox:

Enclosed is the tenth invoice for the above referenced project, for work performed through April 16, 2023. Services performed during this period included construction administration, contractor questions and construction meetings.

Should you have any questions on this update, please feel free to contact me. We will attend the May 1, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.R. *John W. Haldeman*

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

MAL/crs

Enclosure



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 19, 2023

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

Invoice No: 122.0224.01 - 10

Finance Code 933.2933.4210

Finance Project # 933.4210

Vendor 990

Email

Project 122.0224.01 Cherry Glen Park Ballfield Development

Professional Services through April 16, 2023

Basic Services

Plan Distribution	570.00	
Total Expenses	570.00	570.00

Fleet Mileage	6.25
Phase Subtotal	\$576.25

Additional Services

Topography Survey	Task Subtotal	0.00
-------------------	---------------	------

Construction Documents	Task Subtotal	0.00
------------------------	---------------	------

Construction Admin

Hourly Services	Hours	Rate	Amount	
Landscape Architect III	9.25	129.00	1,193.25	
Total Services	9.25		1,193.25	1,193.25
	Task Subtotal			\$1,193.25
	Phase Subtotal			\$1,193.25

Construction Services

Hourly Services	Hours	Rate	Amount	
Landscape Architect V	1.75	152.00	266.00	
Engineer I	.50	103.00	51.50	
Total Services	2.25		317.50	317.50

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Cherry Glen Park Ballfield Dev
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
933.2933.4210 **Finance Project Code:** 933.4210
122.0224.01 **PO #** 0
Original Contract Date: February 8, 2022 **Vendor #** 990

Date of Council Meeting 5/1/2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: 11/21/22 through: 04/16/23

Contract Summary

Original Contract Amount:	\$	<u>46,000.00</u>	
Net change by Change Orders: Amd #1	\$	<u>11,500.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>57,500.00</u>	
 Total completed and stored to date:	\$	<u>51,598.92</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>51,598.92</u>	
Less previous applications for payment:	\$	<u>49,507.33</u>	
SUBTOTAL	\$		<u>2,091.59</u>

CURRENT PAYMENT DUE \$ 2,091.59

Balance to finish, including retainage: \$ 5,901.08

Contract Time Remaining (If applicable) -
##

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Email:

Phone:

Fax:

Project	122.0224.01	Ank-CherryGlenParkBallfieldDev	Invoice	10
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Fleet Mileage

4.59

Phase Subtotal

\$322.09

Billing Limits

Current

Prior

To-Date

Total Billings

2,091.59

49,507.33

51,598.92

Limit

57,500.00

Remaining

5,901.08

Amount Due this Invoice **\$2,091.59**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/24/2022	\$ 3,695.29
2	4/20/2022	\$ 4,468.75
3	5/25/2022	\$ 6,974.76
4	6/22/2022	\$ 9,495.75
5	7/19/2022	\$ 1,962.26
6	8/25/2022	\$ 11,985.41
7	9/22/2022	\$ 4,944.50
8	10/26/2022	\$ 2,952.13
9	11/22/2022	\$ 3,028.50
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TOTAL \$ 49,507.33

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Record of Change Orders

#	Date	Amount
1	8/1/2022	\$ 11,500.00
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TOTAL		\$ 11,500.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	February 8, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #26 in the amount of \$19,862.85 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 #26

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HTT Transmission Main and Drainage Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 629.3629.4210 **Finance Project Code:** 629.4210
Finance Budget Code: 688.3688.4210 **Finance Project Code:** 688.4210
Vendor Project or Invoice #: 120.1113.01 **PO #**
Original Contract Date: January 4, 2021 **Vendor #** 990

Date of Council Meeting 5/1/2023 **PAYMENT REQUEST #** 26
PAYMENT PERIOD: From: 03/20/23 through: 04/16/23

Contract Summary

Original Contract Amount:	\$	<u>103,800.00</u>	
Net change by Change Orders: Amd #1/2	\$	<u>598,900.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>702,700.00</u>	
Total completed and stored to date:	\$	<u>418,913.17</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>418,913.17</u>	
Less previous applications for payment:	\$	<u>399,050.32</u>	
SUBTOTAL	\$		<u>19,862.85</u>

OTHER CHARGES (Please attach an itemized list) \$ -

Current Payment Due - Division 1 (629.4210)	\$	<u>19,314.61</u>
Current Payment Due - Division 2 (688.4210)	\$	<u>548.24</u>
CURRENT PAYMENT DUE	\$	<u>19,862.85</u>

Balance to finish, including retainage: \$ 283,786.83

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 Snyder & Associates, Inc.

Signature [Signature] Date 4/19/23

Engineer/Consultant Approval:

Snyder & Associates, Inc.
Firm Name

Signature [Signature] Date 4/19/23

City of Ankeny Staff Approval

[Signature]
Signature

Signature [Signature] Date 4/19/23

Submit to: _____

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
24	2/23/2023	\$ 5,183.49
25	3/23/2023	\$ 22,707.12
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TOTAL \$ 399,050.32

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
3	11/21/2022	\$ 255,300.00
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TOTAL		\$ 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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 18, 2023

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

Invoice No: 120.1113.01 - 26

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 April 16, 2023

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	95,183.76	95,183.76	0.00

Design Services Amendment 1

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	82,140.50	82,140.50	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	.25	229.00	57.25
Sr. Engineer	22.25	198.00	4,405.50
Technician V	158.50	92.00	14,582.00
Total Services	181.00		19,044.75

19,044.75

Fleet Mileage

269.86

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

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

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements			Invoice	26
					Phase Subtotal	\$19,314.61
		Total	Prior	Current		
Billings to Date		43,160.63	23,846.02	19,314.61		
Construction Services Div 2						
Hourly Services						
			Hours	Rate	Amount	
Engineer VIII			3.00	181.00	543.00	
	Total Services		3.00		543.00	
						543.00
Fleet Mileage						5.24
					Phase Subtotal	\$548.24
		Total	Prior	Current		
Billings to Date		38,867.10	38,318.86	548.24		
Billing Limits			Current	Prior	To-Date	
Total Billings			19,862.85	399,050.32	418,913.17	
Limit					702,700.00	
Remaining					283,786.83	
					Amount Due this Invoice	<u>\$19,862.85</u>
		Total	Prior	Current		
Billings to Date		418,913.17	399,050.32	19,862.85		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



April 18, 2023

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 26
S&A PROJECT NO. 120.1113.01

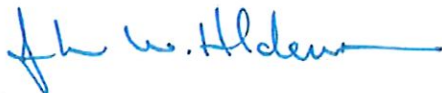
Mr. Clark:

This is the twenty-sixth progress report for the above referenced project and covers work through April 16, 2023. Work performed during this period primarily includes tasks associated with the project construction, including construction coordination, site meetings, pay applications, construction observation and reporting, and construction review of Division II work completion. This invoice of \$19,862.85 represents a completion of about 60% 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 May 1, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #27 in the amount of \$8,694.69 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 #27

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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: March 16, 2020 **Vendor #** 990

Date of Council Meeting 5/1/2023 **PAYMENT REQUEST #** 27
PAYMENT PERIOD: From: 03/20/23 through: 04/16/23

Contract Summary

Original Contract Amount:	\$	<u>173,400.00</u>	
Net change by Change Orders: Amd #1	\$	<u>56,800.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>230,200.00</u>	
 Total completed and stored to date:	\$	<u>151,725.40</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>160,420.09</u>	
Less previous applications for payment:	\$	<u>151,725.40</u>	
SUBTOTAL	\$		<u>8,694.69</u>
 OTHER CHARGES (Please attach an itemized list)	\$		<u>-</u>
 CURRENT PAYMENT DUE	\$		<u>8,694.69</u>
 Balance to finish, including retainage:	\$	<u>69,779.91</u>	

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 Snyder & Associates, Inc.

Signature [Signature] Date 04/19/23

Engineer/Consultant Approval:

Firm Name Snyder & Associates, Inc.

Signature [Signature] Date 4/19/23

City of Ankeny Staff Approval

Signature [Signature] Date 4/19/23

Submit to: _____
Email: _____ **Phone:** _____ **Fax:** _____

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	\$ 8,969.75
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
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TOTAL \$ 151,725.40

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Record of Change Orders

#	Date	Amount
1	3/21/2022	\$ 19,900.00
2	4/3/2023	\$ 36,900.00
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TOTAL		\$ 56,800.00

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



April 18, 2023

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. 27
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the twenty-seventh progress report for the above referenced project and covers work through April 16, 2023. Work through this period includes construction administration and observation for the fiber project, and preparing contract documents following the bid letting on March 14th for the U-STEP intersection improvements project. This invoice also includes the additional construction services performed for the fiber project stemming from the Contractor exceeding the completion date of October 31, 2022, and performing additional fiber work at the 18th Street intersection.

The Contractor has completed most of the punch list items on the fiber project, but has to complete the final surface restoration. The Contractor will be providing us their schedule soon. We are coordinating a preconstruction meeting date with the Contractor on the N Ankeny Boulevard and 18th Street Intersection Improvements U-STEP Project.

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 May 1, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,
SNYDER & ASSOCIATES, INC.

P.P. 

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.



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 18, 2023

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

Invoice No: 120.0315.01 - 27

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 April 16, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer	5.50	197.00	1,083.50
Engineer VIII	8.00	163.00	1,304.00
Engineer IV	18.50	128.00	2,368.00
Landscape Architect II	6.50	106.00	689.00
Technician VII	31.25	103.00	3,218.75
Total Services	69.75		8,663.25
Total Services			8,663.25

Fleet Mileage

31.44

Billing Limits

	Current	Prior	To-Date
Total Billings	8,694.69	134,839.39	143,534.08
Limit			152,100.00
Remaining			8,565.92
Phase Subtotal			\$8,694.69

	Total	Prior	Current
Billings to Date	143,534.08	134,839.39	8,694.69

Construction Services

	Total	Prior	Current
Billings to Date	16,886.01	16,886.01	0.00
Billing Limits			
Total Billings	0.00	16,886.01	16,886.01
Limit			78,100.00
Remaining			61,213.99
Phase Subtotal			0.00

Amount Due this Invoice \$8,694.69

	Total	Prior	Current
Billings to Date	160,420.09	151,725.40	8,694.69

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

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

Project	120.0315.01	Ank-NAnkBlvdLndscplmpr	Invoice	27
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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

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #21 in the amount of \$21,058.49 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 #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 5/1/2023 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: 03/20/23 through: 04/16/23

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:	\$	795,825.10	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	795,825.10	
Less previous applications for payment:	\$	774,766.61	
SUBTOTAL	\$	21,058.49	

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 21,058.49

Balance to finish, including retainage: \$ 681,464.90

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval: Firm Name

Signature _____ Date _____

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

Signature _____ Date 04/19/23

City of Ankeny Staff Approval Adam Luss

Signature _____ Date 04/20/23

Submit to: _____

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
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TOTAL \$ 774,766.61

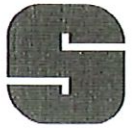
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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
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TOTAL		\$ 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

April 18, 2023

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 21
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the twenty-first progress report for the above referenced project and covers work through April 16, 2023. Our work through this period includes coordinating with City staff, coordinating with franchise utilities within the corridor, construction staking, shop drawing reviews for both phases, and construction observation.

The Contractor has been performing pavement removals and topsoil stripping, and is continuing to install storm sewer. Communication Data Link is on site relocating Mediacom's facilities. This is the last utility relocation for Phase 1. During this period the Contractor will continue to install storm sewer and will be constructing the temporary drive for access to Parcels 57 and 58 near the north end of the Phase 1 limits. Segments of the water main installation will begin then.

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 May 1, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 18, 2023

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

Invoice No: 121.0695.01 - 21

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 April 16, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer	1.50	209.00	313.50
Engineer V	16.50	146.00	2,409.00
Total Services	18.00		2,722.50
Total Services			2,722.50

Billing Limits

	Current	Prior	To-Date
Total Billings	2,722.50	628,618.88	631,341.38
Limit			643,290.00
Remaining			11,948.62
Phase Subtotal			\$2,722.50

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	122,128.96	122,128.96
Limit			122,200.00
Remaining			71.04
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	.25	245.00	61.25
Principal Engineer I	.25	230.00	57.50
Engineer VIII	9.50	192.00	1,824.00
Project Manager VI	2.00	173.00	346.00
Engineer IV	2.00	149.00	298.00
Engineer I	17.50	109.00	1,907.50
Technician VII	80.50	120.00	9,660.00
Technician II	54.00	73.00	3,942.00
Total Services	166.00		18,096.25
Total Services			18,096.25

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	21
Employee Mileage					53.06	
Total Expenses						53.06
Fleet Mileage						186.68
Billing Limits		Current	Prior	To-Date		
Total Billings		18,335.99	24,018.77	42,354.76		
Limit				711,800.00		
Remaining				669,445.24		
Phase Subtotal						\$18,335.99
Amount Due this Invoice						<u>\$21,058.49</u>
Total		Prior	Current			
Billings to Date	795,825.10	774,766.61	21,058.49			

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

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #29 in the amount of \$18,725.83 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #29

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St Widening - NW Ash Dr to N Ankeny Blvd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 992.3992.4210 **Finance Project Code:** 992.4210
Vendor Project or Invoice #: 120.1005.01 **PO #**
Original Contract Date: November 2, 2020 **Vendor #** 990

Date of Council Meeting 5/1/2023 **PAYMENT REQUEST #** 29
PAYMENT PERIOD: From: 03/20/23 through: 04/16/23

Contract Summary

Original Contract Amount:	\$	<u>50,300.00</u>
Net change by Change Orders: Amd #1/2	\$	<u>566,650.00</u>
Contract Amount to Date: (line 1 ± 2)	\$	<u>616,950.00</u>

Total completed and stored to date:	\$	<u>580,071.05</u>
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>
Total Earned less Retainage:	\$	<u>580,071.05</u>
Less previous applications for payment:	\$	<u>561,345.22</u>
SUBTOTAL	\$	<u>18,725.83</u>

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 18,725.83

Balance to finish, including retainage: \$ 36,878.95

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email:

Phone:

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
13	12/21/2021	\$ 35,693.78
14	1/25/2022	\$ 9,273.07
15	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
17	4/20/2022	\$ 4,239.45
18	5/25/2022	\$ 19,235.94
19	6/22/2022	\$ 18,312.45
20	7/20/2022	\$ 14,414.63
21	8/24/2022	\$ 30,580.51
22	9/21/2022	\$ 21,724.65
23	10/25/2022	\$ 26,221.65
24	11/22/2022	\$ 20,405.13
25	12/20/2022	\$ 17,715.89
26	1/25/2023	\$ 5,660.60
27	2/22/2023	\$ 3,886.38
28	3/22/2023	\$ 6,494.93
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TOTAL \$ 561,345.22

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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 318,650.00
2	2/7/2022	\$ 248,000.00
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TOTAL		\$ <u>566,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



April 18, 2023

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 29
S&A PROJECT NO. 120.1005.01

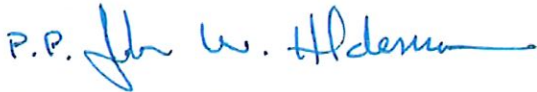
Dear Mr. Lust:

This is the twenty-ninth progress report for the above referenced project and covers work through April 16, 2023. Our work through this period includes construction services that consist of construction administration, construction observation, construction staking, and record drawings. Construction has fully started back up this month. We anticipate construction to be completed around June or July of this year.

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 May 1, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 18, 2023

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

Invoice No: 120.1005.01 - 29

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

Project 120.1005.01 NW 36th St Widening - NW Ash Drive to N Ankeny Blvd

Professional Services through April 16, 2023

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	309,199.66	309,199.66
Limit			309,200.00
Remaining			.34
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	309,199.66	309,199.66	0.00

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	61,361.41	61,361.41
Limit			62,250.00
Remaining			888.59
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	61,361.41	61,361.41	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer I	.50	217.00	108.50
Engineer VIII	6.00	181.00	1,086.00
Project Manager VI	.50	163.00	81.50
Engineer IV	12.50	141.00	1,762.50
Technician VII	22.00	113.00	2,486.00
Technician VI	14.50	102.00	1,479.00
Technician V	108.50	92.00	9,982.00
Technician III	9.00	75.00	675.00
Technician II	11.50	69.00	793.50
Total Services	185.00		18,454.00
Total Services			18,454.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

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

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	120.1005.01	Ank-NW36thStWideningNWAshDrtoNAnkBlvd	Invoice	29
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Fleet Mileage

271.83

Billing Limits

	Current	Prior	To-Date
Total Billings	18,725.83	190,784.15	209,509.98
Limit			245,500.00
Remaining			35,990.02

Phase Subtotal \$18,725.83

	Total	Prior	Current
Billings to Date	209,509.98	190,784.15	18,725.83

Amount Due this Invoice \$18,725.83

	Total	Prior	Current
Billings to Date	580,071.05	561,345.22	18,725.83

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

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$2,793.61 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 #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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 **Finance Project Code:** 33 1/3% to each acct
610.3610.4210; 650.3650.4210; 963.3963.4210 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 5/1/2023 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: 03/20/23 through: 04/16/23

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:	\$	59,322.64	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	62,116.25	
Less previous applications for payment:	\$	59,322.64	
SUBTOTAL	\$		2,793.61

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,793.61

Balance to finish, including retainage: \$ 36,283.75

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:
Firm Name

Signature _____ Date _____

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

Signature [Signature] Date 4/19/23

City of Ankeny Staff Approval [Signature] Date 4/19/2023
Signature _____ Date _____

Submit to: _____
Email: _____ Phone: _____ Fax: _____

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
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TOTAL \$ 59,322.64

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Record of Change Orders

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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



April 18, 2023

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. 13
S&A PROJECT NO. 119.0975.01B

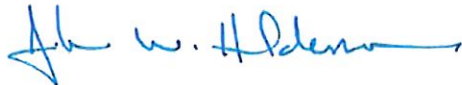
Dear Mr. Grgurich:

This is the thirteenth progress report for the above referenced project and covers work through April 16, 2023. Our work through this period includes utility coordination, responding to the Contractor's questions, construction staking, and meeting with a property owner and City Staff on March 27, 2023. Construction has commenced and we are prepared to provide any assistance requested from the City, and will continue to perform 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 May 1, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

Enclosures

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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 18, 2023

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

Invoice No: 119.0975.01B - 13

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project 119.0975.01B NW Northlawn Area Utility Improvements Phase 2

Professional Services through April 16, 2023

Basic Services

Phase Subtotal 0.00

Construction Services

	Hours	Rate	Amount
Engineer VIII	4.00	192.00	768.00
Project Manager VI	1.50	173.00	259.50
Technician VI	11.50	108.00	1,242.00
Technician II	7.00	73.00	511.00
Total Services	24.00		2,780.50
Total Services			2,780.50

Fleet Mileage

13.11

Phase Subtotal \$2,793.61

Billing Limits

	Current	Prior	To-Date
Total Billings	2,793.61	59,322.64	62,116.25
Limit			98,400.00
Remaining			36,283.75

Amount Due this Invoice \$2,793.61

	Total	Prior	Current
Billings to Date	62,116.25	59,322.64	2,793.61

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

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

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



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #40 in the amount of \$3,203.67 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE 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 #40

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Crosswinds Drive - RISE
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 983.3983.4210 **Finance Project Code:** 983.4210
Vendor Project or Invoice #: 119.0290.01 **PO #**
Original Contract Date: April 1, 2019 **Vendor #** 990

Date of Council Meeting 5/1/2023 **PAYMENT REQUEST #** 40
PAYMENT PERIOD: From: 03/19/23 through: 04/16/23

Contract Summary

Original Contract Amount:	\$	162,300.00	
Net change by Change Orders: Amd #1&2	\$	592,650.00	
Contract Amount to Date: (line 1 ± 2)	\$	754,950.00	
Total completed and stored to date:	\$	675,013.66	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	675,013.66	
Less previous applications for payment:	\$	671,809.99	
SUBTOTAL	\$	3,203.67	
OTHER CHARGES (Please attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	3,203.67	
Balance to finish, including retainage:	\$	79,936.34	
Contract Time Remaining (If applicable)		-	

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

Construction Contractor Approval: _____
 Firm Name

Signature _____ Date _____

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

Signature _____ Date 04/19/23

City of Ankeny Staff Approval: Donald Clarke
 Signature _____ Date 4/19/23

Submit to: _____
Email: _____ **Phone:** _____ **Fax:** _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/25/2019	\$ 52,442.90
2	5/23/2019	\$ 59,143.97
3	6/20/2019	\$ 45,285.34
4	7/25/2019	\$ 4,208.21
5	9/25/2019	\$ 13,086.32
6	10/24/2019	\$ 5,664.23
7	11/21/2019	\$ 11,683.03
8	12/18/2019	\$ 8,381.96
9	1/22/2020	\$ 2,943.09
10	2/20/2020	\$ 5,768.16
11	4/21/2020	\$ 6,321.21
12	5/20/2020	\$ 7,460.59
13	6/24/2020	\$ 21,416.94
14	7/22/2020	\$ 16,201.92
15	8/27/2020	\$ 55,676.87
16	9/23/2020	\$ 27,080.35
17	10/20/2020	\$ 13,634.53
18	11/19/2020	\$ 6,931.80
19	12/22/2020	\$ 6,843.64
20	1/20/2021	\$ 5,145.59
21	2/17/2021	\$ 14,252.32
22	3/24/2021	\$ 58,916.57
23	4/22/2021	\$ 16,490.32
24	5/26/2021	\$ 25,282.78
25	6/24/2021	\$ 10,757.50
26	10/20/2021	\$ 2,838.12
27	3/23/2022	\$ 37,535.92
28	4/20/2022	\$ 5,999.29
29	5/25/2022	\$ 17,701.29
30	6/22/2022	\$ 11,590.84
31	7/19/2022	\$ 18,236.45
32	8/24/2022	\$ 17,139.09
33	9/21/2022	\$ 14,160.89
34	10/26/2022	\$ 14,589.73
35	11/22/2022	\$ 11,868.00
36	12/21/2022	\$ 10,093.78
37	1/25/2023	\$ 3,161.16
38	2/22/2023	\$ 2,907.37
39	3/22/2023	\$ 2,967.92
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TOTAL \$ 671,809.99

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	9/16/2019	\$ 187,950.00
2	7/20/2020	\$ 176,050.00
3	3/7/2022	\$ 228,650.00
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TOTAL		\$ 592,650.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 1, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 18, 2023

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

Invoice No: 119.0290.01 - 40

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through April 16, 2023

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	156,063.04	156,063.04
Limit			156,100.00
Remaining			36.96

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	156,063.04	156,063.04	0.00

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	12,342.83	12,342.83
Limit			12,350.00
Remaining			7.17

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	12,342.83	12,342.83	0.00

Construction Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	160,600.13	160,600.13
Limit			181,800.00
Remaining			21,199.87

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	160,600.13	160,600.13	0.00

P&S

	Total	Prior	Current
Billings to Date	35.60	35.60	0.00

Phase Subtotal 0.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

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

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	40
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Phase 2 Basic Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	196,240.97	196,240.97	
Limit			196,250.00	
Remaining			9.03	
Phase Subtotal				0.00

Billings to Date	Total	Prior	Current
	196,240.97	196,240.97	0.00

Phase 2 Addtl Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	9,835.26	9,835.26	
Limit			11,250.00	
Remaining			1,414.74	
Phase Subtotal				0.00

Billings to Date	Total	Prior	Current
	9,835.26	9,835.26	0.00

Phase 2 Construction Services

	Hours	Rate	Amount	
Principal Engineer I	1.25	217.00	271.25	
Engineer VI	1.00	163.00	163.00	
Engineer V	5.00	152.00	760.00	
Engineer I	2.25	103.00	231.75	
Lead Technician	4.50	138.00	621.00	
Sr. Technician		132.00	0.00	
Technician VII	7.50	113.00	847.50	
Technician III	4.00	75.00	300.00	
Total Services	25.50		3,194.50	
Total Services				3,194.50

Fleet Mileage				9.17
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Billing Limits	Current	Prior	To-Date	
Total Billings	3,203.67	136,692.16	139,895.83	
Limit			197,200.00	
Remaining			57,304.17	
Phase Subtotal				\$3,203.67

Billings to Date	Total	Prior	Current
	139,895.83	136,692.16	3,203.67

Amount Due this Invoice **\$3,203.67**

Billings to Date	Total	Prior	Current
	675,013.66	671,809.99	3,203.67

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	40
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



April 18, 2023

Mr. Don Clark, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SE CROSSWINDS DRIVE – RISE
PROGRESS REPORT NO. 40
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the fortieth progress report for the above referenced project and covers work through April 16, 2023. This invoice includes construction administration and construction observation including work on record drawings and updates for the completion of outstanding work items including street light installation and coordination for re-mobilization.

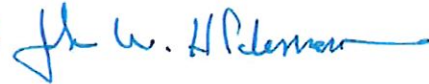
The construction is substantially completed, and streetlights have been installed. A walkthrough was held, and the contractor has been working on the punch list items. Site stabilization (seeding) and some minor punch list items remain, with seeding unable to be completed until the spring. Work is proceeding on record drawing preparation.

The project construction engineering services costs included on this invoice of \$3,203.67, are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50%. A total of \$1281.47 would be funded through the RISE Grant.

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 May 1, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$14,524.20 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 #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave and SE 54th St Traffic Signal
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 Finance Project #: 9654210
Vendor Project or Invoice #: 123.0251.01 PO #: N/A
Original Contract Date: February 6, 2023 Vendor #: 990

Date of Council Meeting: May 1, 2023 PAYMENT REQUEST # 3
PAYMENT PERIOD: From: March 20, 2023 Through: April 16, 2023

Contract Summary

Original Contract Amount:	\$	69,300.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	69,300.00	
Total completed and stored to date:	\$	27,992.48	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	27,992.48	
Less previous applications for payment:	\$	13,468.28	
SUBTOTAL	\$		14,524.20

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 14,524.20

Balance to finish, including retainage: \$ 41,307.52

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

E-mail: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2023	\$ 6,529.48
2	March 22, 2023	\$ 6,938.80
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 13,468.28

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



April 18, 2023

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. 3
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the third invoice for the above referenced project, for work performed through April 16, 2023. Services performed during this period included the following:

- Plan sheet preparation
- Sidewalk design
- Adjusted signal pole locations for potential future right turn lanes
- Completed survey for fiber conduit
- Coordinated for utility verification potholing and gave sub-contractor NTP

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 May 1, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 18, 2023

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

Invoice No: 123.0251.01 - 3

965.3965.4210
965.4210

Email

Project 123.0251.01 SE Delaware Ave and SE 54h St Traffic Signal Project

Professional Services through April 16, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	1.00	229.00	229.00
Sr. Engineer	4.25	198.00	841.50
Land Surveyor VIII	3.25	181.00	588.25
Engineer IV	25.75	141.00	3,630.75
Engineer I	31.00	103.00	3,193.00
Lead Technician	1.00	138.00	138.00
Technician VIII	1.00	123.00	123.00
Technician VII	45.00	113.00	5,085.00
Technician VI	5.50	102.00	561.00
Technician II	1.00	69.00	69.00
Administrative II	.75	71.00	53.25
Total Services	119.50		14,511.75

14,511.75

Fleet Mileage

12.45

Phase Subtotal \$14,524.20

Billing Limits	Current	Prior	To-Date
Total Billings	14,524.20	13,468.28	27,992.48
Limit			69,300.00
Remaining			41,307.52

Amount Due this Invoice \$14,524.20

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

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

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



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$9,392.75 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement
Contractor: Snyder & Associates
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 Finance Project #: 9654210
Vendor Project or Invoice #: 123.0135.01 PO #: N/A
Original Contract Date: January 3, 2023 Vendor #: 990

Date of Council Meeting: May 1, 2023 PAYMENT REQUEST # 4
PAYMENT PERIOD: From: March 20, 2023 Through: April 16, 2023

Contract Summary

Original Contract Amount:	\$	41,700.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	41,700.00	
Total completed and stored to date:	\$	41,700.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	41,700.00	
Less previous applications for payment:	\$	32,307.25	
SUBTOTAL	\$		9,392.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,392.75

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

E-mail: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 25, 2023	\$ 3,582.25
2	February 22, 2023	\$ 13,685.25
3	March 22, 2023	\$ 15,039.75
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 32,307.25

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

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

Substantial Completion

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

Full Completion

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



April 18, 2023

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

RE: SE ORALABOR RD AND SE CREEKVIEW DR TRAFFIC SIGNAL REPLACEMENT
PROGRESS REPORT NO. 4
S&A PROJECT NO. 123.0135.01

Dear Ms. Hart:

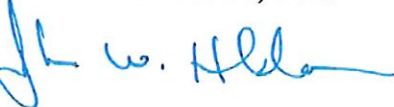
Enclosed is the fourth invoice for the above referenced project, for work performed through April 16, 2023. Services performed during this period included the following:

- Worked to address preliminary plan comments and advance toward check plans
- Completed utility verification potholing
- Coordination regarding potential PSA amendment for additional design services and higher than anticipated

We are currently working on the Check Plans and remain on schedule for the April 28th submittal to the City. We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 1, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 18, 2023

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

Invoice No: 123.0135.01 - 4

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 123.0135.01 SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement

Professional Services through April 16, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount	
Land Surveyor VIII	1.25	181.00	226.25	
Engineer IV	13.00	141.00	1,833.00	
Technician VII	2.00	113.00	226.00	
Technician VI	2.75	102.00	280.50	
Total Services	19.00		2,565.75	2,565.75

Badger Daylighting Corp				
3/31/2023	Badger Daylighting Corp	Services	2,251.25	
3/31/2023	Badger Daylighting Corp	Services	4,566.74	
	Total Consultants		6,817.99	6,817.99

Fleet Mileage

12.45

Phase Subtotal \$9,396.19

Billing Limits

	Current	Prior	To-Date	
Total Billings	9,396.19	32,307.25	41,703.44	
Limit			41,700.00	
Adjustment				-3.44

Amount Due this Invoice \$9,392.75

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

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

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



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$252,487.20 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7



Project Title: Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building
Contractor: WRH, Inc
Address: 1648 T Ave; Amana, IA; 52334
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: 2202-00-1389 **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 11414

Date of Council Meeting: May 1, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: March 1, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	\$	2,989,800.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	2,989,800.00	
Total completed and stored to date:	\$	2,121,778.07	
Retainage: 5 % of Completed Work:	\$	106,088.90	
Total Earned less Retainage:	\$	2,015,689.17	
Less previous applications for payment:	\$	1,763,201.97	
SUBTOTAL	\$		252,487.20
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		252,487.20

Balance to finish, including retainage: \$ 974,110.83

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: WRH, Inc
Firm Name

Signature **Bud Maynard** Date March 31, 2023

Engineer / Consultant Approval: FOX Strand
Firm Name

Signature *[Signature]* Date 4/13/23

City of Ankeny Staff Approval:

Signature *[Signature]* Date 4/14/23

Submit to: Don Clark, P.E. - Director of Municipal Utilities
E-mail: DClark@AnkenyIowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3529

Previous Applications for Payment

No.	Date	Amount
1	September 9, 2021	\$ 279,932.94
2	November 28, 2021	\$ 561,483.67
3	December 27, 2021	\$ 231,477.42
4	January 23, 2023	\$ 158,944.50
5	February 24, 2023	\$ 344,303.48
6	March 27-2023	\$ 187,059.96
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Previous Applications for Payment

No.	Date	Amount
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70		

PREVIOUS PAY APP TOTAL = \$ 1,763,201.97

Record of Change Orders

No.	Date	Amount
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

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

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A.600
Contractor:	WRH, Inc.	Contractor's Project No.:	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			
Application No.:	7	Application Date:	3/31/2023
Application Period:	From 3/1/2023	to	3/31/2023

1. Original Contract Price	\$	2,989,800.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	2,989,800.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,121,778.07
5. Retainage		
a. 5% X \$ 1,884,465.07 Work Completed =	\$	94,223.25
b. 5% X \$ 237,313.00 Stored Materials =	\$	11,865.65
c. Total Retainage (Line 5.a + Line 5.b)	\$	106,088.90
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,015,689.17
7. Less previous payments (Line 6 from prior application)	\$	1,763,201.97
8. Amount due this application	\$	252,487.20
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	974,110.83

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: WRH Inc

Signature: Bud Maynard

Date: 3/31/2023

Recommended by Engineer

By:

Title:

Date:

Approved by Funding Agency

By:

Title:

Date:

Approved by Owner

By:

Title:

Date:

By:

Title:

Date:

Progress Estimate - Lump Sum Work

Owner:	City of Ankeny	Owner's Project No.:	3379-20A.600
Engineer:	FOX Strand	Engineer's Project No.:	2202-00-1389
Contractor:	WRH, Inc.	Contractor's Project No.:	
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Contractor's Application for Payment

Application No.: 7		Application Period:		From		03/01/23		to		03/31/23		Application Date:		03/31/23	
A	B	C	D	E		F	G	H	I						
				Work Completed											
				(D + E) From Previous Application (\$)											
Item No.	Description	Scheduled Value (\$)	Original Contract												
	Bonds and Insurance	\$ 35,000.00	35,000.00	-	-	-	35,000.00	100%	-	-	-	-	-	-	-
	Mobilization In	\$ 129,000.00	129,000.00	-	-	-	129,000.00	100%	-	-	-	-	-	-	-
	Project Administration	\$ 65,000.00	58,250.00	750.00	-	-	59,000.00	91%	6,000.00	-	-	-	-	-	-
	Temporary Facilities	\$ 5,000.00	4,770.00	80.00	-	-	4,850.00	97%	150.00	-	-	-	-	-	-
	Safety	\$ 4,500.00	3,400.00	300.00	-	-	3,700.00	82%	800.00	-	-	-	-	-	-
	Sitework	\$ 94,500.00	26,000.00	38,000.00	-	-	64,000.00	68%	30,500.00	-	-	-	-	-	-
	SWPPP	\$ 7,500.00	3,500.00	500.00	-	-	4,000.00	53%	3,500.00	-	-	-	-	-	-
	Site Clean-up	\$ 5,000.00	1,500.00	300.00	-	-	1,800.00	36%	3,200.00	-	-	-	-	-	-
	Water line	\$ 170,000.00	169,500.00	500.00	-	-	170,000.00	100%	-	-	-	-	-	-	-
	WLF	\$ 60,000.00	59,000.00	1,000.00	-	-	60,000.00	100%	-	-	-	-	-	-	-
	Sanitary Line, Material	\$ 9,000.00	9,000.00	-	-	-	9,000.00	100%	-	-	-	-	-	-	-
	Excavation and Backfill	\$ 45,000.00	42,500.00	2,500.00	-	-	45,000.00	100%	-	-	-	-	-	-	-
	Seeding	\$ 15,000.00	-	-	-	-	-	0%	15,000.00	-	-	-	-	-	-
	Pre Cast Concrete	\$ 40,000.00	40,000.00	-	-	-	40,000.00	100%	-	-	-	-	-	-	-
	Concrete Paving/Sidewalks	\$ 44,500.00	-	8,000.00	-	-	8,000.00	18%	36,500.00	-	-	-	-	-	-
	Concrete, building	\$ 25,000.00	25,000.00	-	-	-	25,000.00	100%	-	-	-	-	-	-	-
	Concrete, Generator Pad	\$ 4,500.00	4,500.00	-	-	-	4,500.00	100%	-	-	-	-	-	-	-
	Concrete, VFD Pad	\$ 3,000.00	3,000.00	-	-	-	3,000.00	100%	-	-	-	-	-	-	-
	Concrete, Transformer Pad	\$ 3,000.00	3,000.00	-	-	-	3,000.00	100%	-	-	-	-	-	-	-
	Rebar Materials	\$ 15,000.00	15,000.00	-	-	-	15,000.00	100%	-	-	-	-	-	-	-
	Misc Metals	\$ 20,000.00	19,500.00	500.00	-	-	20,000.00	100%	-	-	-	-	-	-	-
	Painting	\$ 15,000.00	-	-	-	-	-	0%	15,000.00	-	-	-	-	-	-
	Masonry	\$ 180,000.00	180,000.00	-	-	-	180,000.00	100%	-	-	-	-	-	-	-
	Roofing	\$ 75,000.00	75,000.00	-	-	-	75,000.00	100%	-	-	-	-	-	-	-
	Doors/Windows	\$ 44,300.00	44,300.00	-	-	-	44,300.00	100%	-	-	-	-	-	-	-
	Well Pump	\$ 179,000.00	-	-	-	-	-	0%	179,000.00	-	-	-	-	-	-
	Well Pump Column	\$ 95,000.00	-	-	-	-	67,898.00	71%	27,102.00	-	-	-	-	-	-
	Downhole Valve	\$ 107,000.00	-	-	-	-	81,275.00	76%	25,725.00	-	-	-	-	-	-
	Pitless Unit	\$ 71,000.00	71,000.00	-	-	-	88,140.00	100%	36,860.00	-	-	-	-	-	-
	Submersible Motor	\$ 125,000.00	-	-	-	-	-	0%	125,000.00	-	-	-	-	-	-
	Well Disinfection/Start up	\$ 3,000.00	-	-	-	-	-	0%	3,000.00	-	-	-	-	-	-
	Chemical Feed Equipment	\$ 90,000.00	28,294.20	2,000.00	-	-	30,294.20	34%	59,705.80	-	-	-	-	-	-
	Process Piping	\$ 30,000.00	28,500.00	1,500.00	-	-	30,000.00	100%	-	-	-	-	-	-	-
	Valves, Material	\$ 50,000.00	49,000.00	1,000.00	-	-	50,000.00	100%	-	-	-	-	-	-	-
	Electrical, Misc.	\$ 5,000.00	4,000.00	300.00	-	-	4,300.00	86%	700.00	-	-	-	-	-	-

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	3379-20A.600
Engineer:	FOX Strand	Engineer's Project No.:	2202-00-1389
Contractor:	WRH, Inc.	Contractor's Project No.:	
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 7		Application Period:		From		to		Application Date:	
A		B		C		D		E	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	I
			(D + E) From Previous Application (\$)	This Period (\$)					
	Electric Underground	\$ 80,000.00	74,148.00	5,000.00		79,148.00	99%	852.00	
	Electrical Rough in's	\$ 75,000.00	71,000.00	2,500.00		73,500.00	98%	1,500.00	
	Electrical Branch/Feeder Wire	\$ 110,000.00	85,920.00	3,000.00		88,920.00	81%	21,080.00	
	Electrical Gear/Equipment	\$ 270,000.00	149,000.00	7,000.00		156,000.00	58%	114,000.00	
	Electrical, Lighting	\$ 15,000.00	1,800.00	10,200.00		12,000.00	80%	3,000.00	
	Electrical, Generator	\$ 235,000.00	65,902.87	-		65,902.87	28%	169,097.13	
	Electrical, Fire Alarm	\$ 15,000.00				-	0%	15,000.00	
	Electrical, Mobilization/Temp service	\$ 12,000.00	12,000.00	-		12,000.00	100%	-	
	Electrical Controls/Instrumentation	\$ 93,000.00				-	0%	93,000.00	
	Mechanical, Mobilization	\$ 2,700.00	2,700.00	-		2,700.00	100%	-	
	HVAC Equipment	\$ 76,000.00	66,000.00	8,500.00		74,500.00	98%	1,500.00	
	HVAC Materials (ductwork etc)	\$ 5,800.00	5,800.00	-		5,800.00	100%	-	
	Testing Adjusting	\$ 1,500.00				-	0%	1,500.00	
	Balancing	\$ 1,000.00				-	0%	1,000.00	
	Plumbing	\$ 35,000.00	32,500.00	1,750.00		34,250.00	98%	750.00	
	UG Plumbing	\$ 21,000.00	21,000.00	-		21,000.00	100%	-	
	AG Plumbing	\$ 27,000.00	27,000.00	-		27,000.00	100%	-	
	Insulation	\$ 5,000.00		3,500.00		3,500.00	70%	1,500.00	
	Fire Sprinklers	\$ 25,000.00	25,000.00	-		25,000.00	100%	-	
	Casework	\$ 16,000.00		14,500.00		14,500.00	91%	1,500.00	
						-		-	
						-		-	
						-		-	
Original Contract Totals		\$ 2,989,800.00	\$ 1,771,285.07	\$ 113,180.00	\$ 237,313.00	\$ 2,121,778.07	71%	\$ 868,021.93	

1. Baski Valve



2. Baski Valve



3. Baski Valve



4. SME Motor



5. SME Motor



6. SME Motor



Baski, Inc.

4002 S. Clay St.
Englewood CO 80110

Invoice

Date	Number
November 2, 2022	13268.1

EIN: 84-07 56167

Phone: 1-303-789-1200, 800-552-2754. Fax: 1-303-789-0900. E-mail: info@baski.com. Website: www.baski.com

Sold To:

Peerless Well & Pump
17656 S. John Deere Road
Dubuque, IA 52001

Ship To:

Peerless Well & Pump
Attn: Brian Brodersen 920-960-7486
17656 S. John Deere Road
Dubuque, IA 52001

Requested By		Phone No.		PO No.		Terms	Ship Via
Brian Brodersen		920-960-7486		LH22-3046.01		Pre Pay	LTL
Quantity	Description	Qty B/O	Qty Ship	Unit Price		Amount	
1	ea - 12-3/4" OD Flow Control Valve Includes 2 stainless steel control lines Automatic/Manual Control Panel Nitrogen Regulator Field Services per BASKI Quote 34718A For City of Ankeny, IA Well No. 7 / ASR No. 3 Terms: 25% non-refundable payment to start work ROA - check # 004903 pymt 75% balance due payment to ship	1		\$ 81,275.00			
7/19/2022				LH 22-3046			
			1	\$ 20,320.00		\$ 20,320.00	
			1	\$ 60,956.00		\$ 60,956.00	
FOB Destination				State Tax		Sale Amount	\$ 60,956.00
Past Due Invoices: 2% per mo. finance charge				City Tax		Misc Chg.	
All amounts shown are in U.S. dollars				RTD Tax		Sales Tax	
No returns without authorization				Only Tax		Freight	
				Thank You		Total	\$ 60,956.00

Approved By	Date
	11/2/22

As a result of Nexus legislation, Baski is required to collect and remit sales tax in some states, unless valid resale and/or tax exemption information is supplied to Baski. If Baski is required to collect sales tax on your order, it will be included on your invoice at the time of sale or invoiced separately at a later date.



SUBMERSIBLE MOTOR ENGINEERING USA

950 SOUTH 67TH AVENUE
PHOENIX ARIZONA 85043

Invoice

Date	Invoice #
2/17/2023	6633B

Bill To: Municipal Well and Pump
Peerless Well & Pump, Inc. \$ Amount _____
P.O. Box 311 A/C # _____ Ship To:
Waupun, WI 53963 Job No. LH 22-3046 MAPS
Date _____ Mid America Pump & Supply
Approved by PH 2/27/23 Hwy 6 & Trumbull Road B
Hastings, NE 68902

P.O. Number		Terms	Rep	Via	Ship	F.O.B		Project			
LH22-3046.02		Net 30	KL/MR	2/17/2023	Prepaid & Add	Phoenix AZ		S-5392 S16-400-4-41			
Qty	Item Code	Description			Price Ea..	Ordered	B/O	S.O No.	Amount		
1	S16-400-4-41	Quote 022-029MRML-REV1 Signature Submersible Motor Flanged 16inch 400hp 4P 3/60/4160V 316SS Construction, Mechanical Seal Serial No. 2212DP6982			74,000.00	1	0	05392	74,000.00		
1	MISC	ADDER: Additional One Year Warranty to Standard One Year Total Two Year Warranty			7,690.00	1		05392	7,690.00		
1	External Splice	External Sensor Cable Splice			200.00	1		05392	200.00		
1,000	2AS-1604STOS	4 Triad Cable Type TC-ER 16(7X) AWG with PVC-Nylon Insulation, Individual & Overall Beldfoil Shields with Drains, PVC Jacket - 1 foot.			3.30	1,000	0	05392	3,300.00		
1	Crate Charge	Oversize HD Crate			450.00	1	0	05392	450.00		
1	Freight Out	Flatbed Truck Prepaid & Add Approved By Customer Vast & Fast Load No. 542			2,500.00	1		05392	2,500.00		
PLEASE REMIT TO: SME-USA Account Receivables 950 S. 67th Ave. Phoenix AZ 85043						Sales Tax (0.0%)				\$0.00	
						Total				\$88,140.00	
						Payments/Credits				\$0.00	
						Balance Due				\$88,140.00	
						Phone #		Fax #		E-mail	
623-478-1883		623-478-1884		marni@smeusainc.com							



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the May 1, 2023 Accounts Payable. (Finance Committee: T. Shafer, Chp, K. Stearns, B. Bentz)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

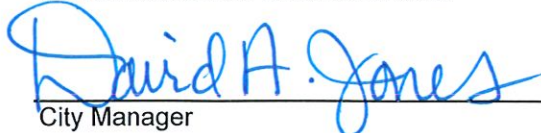
Click to download
 AP Recap
 AP Check Report

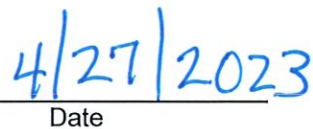
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
MAY 1, 2023

Fund		PAYMENTS
100	General Fund	\$ 296,946.03
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	200.00
250	Police Gift Fund	-
260	Road Use Tax Fund	124,576.73
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	1,005.96
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	98,003.52
510	Water Fund	130,183.90
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	5,327.65
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	525.37
590	Golf Course Fund	79,236.88
600-699	Enterprise Project Funds	298,274.84
710	Revolving Fund	33,076.82
720	Risk Management Fund	138,414.07
730	Health Insurance Fund	547.38
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
895-998	Capital Projects Funds	276,349.66
	Sub Total	\$ 1,482,668.81
	Payroll Totals	1,875,288.62
	Service Transfers/ACH Drafts	(196,434.07)
	Agenda Payments Approved Separately	(506,557.91)
	Grand Total	<u>\$ 2,654,965.45</u>

Honorable Mayor & City Council:

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


City Manager


Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 4/20/2023 THRU 5/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009560	KATHY J EVERT-KJ SIGNS LLC							
M-CHECK	KATHY J EVERT-KJ SIGNS LUNPOST	V	4/21/2023			242410		529.25CR
C-CHECK	VOID CHECK	V	5/01/2023			242568		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	529.25CR	529.25CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	529.25CR	0.00	0.00
BANK: TOTALS:	2	529.25CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 4/20/2023 THRU 5/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-1316805	6 BASIN DIFFUSERS-WILDFLOWER	R	5/01/2023	3,399.00		242485		3,399.00
	*** VENDOR TOTALS ***					1 CHECKS		3,399.00
003881	ACADEMY ROOFING & SHEET							
I-26550	FUELING STATION MAINTENANCE	R	5/01/2023	417.41		242486		417.41
	*** VENDOR TOTALS ***					1 CHECKS		417.41
000003	ACCO UNLIMITED CORP							
I-0231250-IN	FLOW METER REPLACEMENT-CFAC	R	5/01/2023	956.65		242487		956.65
	*** VENDOR TOTALS ***					1 CHECKS		956.65
000164	G & S HARDWARE INC							
I-208771/2	SHOP HARDWARE - PKS	R	5/01/2023	37.23		242488		
I-208773/2	TRUNCATED DOME SUPPLIES-PKS	R	5/01/2023	48.78		242488		
I-208795/2	AERATOR-GLENBROOK PARK	R	5/01/2023	13.98		242488		
I-208796/2	SILICONE- RESTROOM REPAIR-PRSC	R	5/01/2023	13.99		242488		
I-208798/2	RAKES - STORMWATER	R	5/01/2023	79.96		242488		
I-208799/2	KEYS - STREETS	R	5/01/2023	47.85		242488		
I-208810/2	RUBBER Mallet - ENGINEERING	R	5/01/2023	31.98		242488		
I-208814/2	RESTROOM PARTS - GLENBROOK	R	5/01/2023	29.95		242488		
I-208815/2	RESTROOM PARTS-GLENBROOK	R	5/01/2023	48.95		242488		
I-208824/2	PARTS - CFAC	R	5/01/2023	16.99		242488		
I-208826/2	KEYS- OC MAINT	R	5/01/2023	46.06		242488		415.72
	*** VENDOR TOTALS ***					1 CHECKS		415.72
005541	ACUSHNET COMPANY							
C-300456007	CR: STOCK MERCH FOR RESALE-OC	R	5/01/2023	211.50CR		242489		
I-914167230	STOCK MERCH FOR RESALE-OC	R	5/01/2023	152.16		242489		
I-914961766	STOCK MERCH FOR RESALE-OC	R	5/01/2023	1,426.85		242489		
I-915119707	STOCK MERCH FOR RESALE - OC	R	5/01/2023	884.00		242489		
I-915131319	STOCK MERCH FOR RESALE-OC	R	5/01/2023	468.00		242489		
I-915131382	STOCK MERCH FOR RESALE-OC	R	5/01/2023	1,275.18		242489		
I-915142663	STOCK MERCH FOR RESALE-OC	R	5/01/2023	271.99		242489		
I-915154677	STOCK MERCH FOR RESALE-OC	R	5/01/2023	1,279.87		242489		
I-915188827	STOCK MERCH FOR RESALE-OC	R	5/01/2023	314.88		242489		
I-915188829	STOCK MERCH FOR RESALE - OC	R	5/01/2023	337.10		242489		
I-915188830	STOCK MERCH FOR RESALE-OC	R	5/01/2023	3,238.80		242489		
I-9151888828	STOCK MERCH FOR RESALE-OC	R	5/01/2023	3,241.39		242489		
I-915201341	STOCK MERCH FOR RESALE-OC	R	5/01/2023	133.27		242489		
I-915225037	STOCK MERCH FOR RESALE-OC	R	5/01/2023	1,419.00		242489		
I-915276775	STOCK MERCH FOR RESALE-OC	R	5/01/2023	165.00		242489		
I-915337614	STOCK MERCH FOR RESALE- OC	R	5/01/2023	191.00		242489		14,586.99
	*** VENDOR TOTALS ***					1 CHECKS		14,586.99

VENDOR SET: 01 City of Ankeny
BANK: APGB FIRST INTERSTATE BANK
DATE RANGE: 4/20/2023 THRU 5/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000226	AIRGAS NORTH CENTRAL INC							
I-9995664953	CYLINDER RENTALS - CG	R	5/01/2023	936.17		242490		
I-9995664954	WELDING RENTAL - PKS	R	5/01/2023	42.19		242490		
I-9995664955	WELDING RENTAL - PKS MNT	R	5/01/2023	29.13		242490		1,007.49
	*** VENDOR TOTALS ***					1 CHECKS		1,007.49
009981	ALL CITY MANAGEMENT SERVICES,							
I-84855	3/26-4/8/23 CROSSING GUARDS	E	5/03/2023	6,247.07		007063		6,247.07
	*** VENDOR TOTALS ***					1 CHECKS		6,247.07
000875	ALL STAR PRO GOLF INC							
I-INV31449	HEX PENCILS-OC PRO	R	5/01/2023	267.79		242491		
I-INV31623	STOCK MERCH FOR RESALE-OC	R	5/01/2023	981.45		242491		1,249.24
	*** VENDOR TOTALS ***					1 CHECKS		1,249.24
001272	MARK AMANN							
I-4/02/2023	PANTS HEMMING REIMBURSEMENT	R	5/01/2023	42.38		242492		42.38
	*** VENDOR TOTALS ***					1 CHECKS		42.38
009262	AMAZON CAPITAL SERVICES INC							
C-1Q6K-V6M7-FD1G	CR: DVD	E	5/03/2023	1.83CR		007059		
C-1V6Q-GCFL-FP7F	CR: ACRYLIC SIGN HOLDER	E	5/03/2023	45.99CR		007059		
I-1176-TQML-MH1V	MISC BOOKS - KL	E	5/03/2023	45.49		007059		
I-1194R49M-47Q4	BUBBLE SOLUTION - KL	E	5/03/2023	38.97		007059		
I-11RP-TG XK-3HNN	RED PLA MAX PRO PUS 3D PRNT-KL	E	5/03/2023	46.98		007059		
I-11YV-VLRY-9TPW	MICROCHIP READER - PD	E	5/03/2023	278.99		007059		
I-11YV-VLRY-FQTJ	HOSPITAL GOWN - PD	E	5/03/2023	29.94		007059		
I-14TM-1C1Q-1H47	OUTLETS FOR TABLES -KL	E	5/03/2023	78.31		007059		
I-16FM-34H7-6QWQ	SILICONE MUG - MU	E	5/03/2023	18.04		007059		
I-17GQ-3YVN-3DT1	WHEEL COVER - FD	E	5/03/2023	153.28		007059		
I-17XC-7X1P-1FXM	DELUXE BATTING TEE- P&R	E	5/03/2023	90.18		007059		
I-197M-YDNP-7NPF	TAPE - PSB	E	5/03/2023	49.96		007059		
I-1C6H-YFF3-7QGD	BOOK CLUB BOOKS -KL	E	5/03/2023	26.97		007059		
I-1CHQ-TWX3-4CCW	MISC BOOKS - KL	E	5/03/2023	252.70		007059		
I-1DXD-NVDF-4MD7	FLASH DRIVES - PD	E	5/03/2023	191.34		007059		
I-1FFV-JY4L-FGC3	MULTIMEDIA - KL	E	5/03/2023	59.94		007059		
I-1FVF-MJCW-1N4T	MISC BOOKS - KL	E	5/03/2023	654.57		007059		
I-1H6F-17L7-1DWJ	MULTIMEDIA - KL	E	5/03/2023	14.99		007059		
I-1HP4-GYL3-4LKK	HIGH VIS SWEATSHIRT - MU	E	5/03/2023	99.99		007059		
I-1J3V-113N-676C	MULTIMEDIA - KL	E	5/03/2023	25.66		007059		
I-1JJH-KFY6-PXYK	MULTIMEDIA - KL	E	5/03/2023	76.83		007059		
I-1KKY-RK1T-4H31	RESPIRATOR - PRSC	E	5/03/2023	22.95		007059		
I-1KKY-RK1T-DGXV	MULTIMEDIA - KL	E	5/03/2023	269.79		007059		
I-1KKY-RK1T-QFQH	MULTIMEDIA - KL	E	5/03/2023	99.86		007059		
I-1LDY-M7F3-3TRH	MULTIMEDIA - KL	E	5/03/2023	13.29		007059		
I-1MGF-K33N-1WPD	SAFETY GOGGLES -PRSC	E	5/03/2023	33.81		007059		
I-1NQ6-NW6M-FP76	TV REMOTES - ACC	E	5/03/2023	51.95		007059		
I-1QLP-1PQ6-1RRY	BIRD SPIKES - PRSC	E	5/03/2023	26.58		007059		

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 4/20/2023 THRU 5/03/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-1RC7-RXCH-4LN9	SAFETY CONES/BATTERIES - PD	E	5/03/2023	65.08		007059		
I-1RN3-QXVJ-64LX	PIPE CLEANERS/BRASS FITTING-MU	E	5/03/2023	96.41		007059		
I-1RV4-VXFG-9FLX	CLIPBOARD - ENGINEERING	E	5/03/2023	37.50		007059		
I-1TV6-K9WQ-4JQL	WIRELESS MOUSE - CITY MANAGER	E	5/03/2023	18.98		007059		
I-1TVX-VRNG-4C13	NOTEBOOK - COMMUNICATIONS	E	5/03/2023	26.78		007059		
I-1VF4-VPKV-76HW	BOOK CLUB BOOKS-KL	E	5/03/2023	129.42		007059		
I-1W6J-773R-3LXM	MULTIMEDIA - KL	E	5/03/2023	39.37		007059		
I-1WQQ-HX14-1VPX	MULTIMEDIA - KL	E	5/03/2023	90.71		007059		
I-1WV1-4YQT-69XQ	ICE MAKER - MU	E	5/03/2023	64.35		007059		
I-1WYF-XPGH-4KMC	HDMI/TOILET PAPER DISP KEY-PD	E	5/03/2023	26.69		007059		
I-1XFD-FMY6-9MKR	MESH NETS - PRSC	E	5/03/2023	252.17		007059		
I-1Y96-YWL9-JGK1	BINDERS - HR	E	5/03/2023	88.49		007059		
I-1YMG-66XM-17Q1	MISC BOOKS - KL	E	5/03/2023	297.97		007059		3,937.46
			*** VENDOR TOTALS ***			1 CHECKS		3,937.46
002676	ANIMAL RESCUE LEAGUE							
I-INV0052	MARCH 2023 ANIMAL INTAKE	E	5/03/2023	875.00		007027		875.00
			*** VENDOR TOTALS ***			1 CHECKS		875.00
004012	ANKENY GIRLS SOFTBALL ASSOCIAT							
I-2022 INCENTIVE	2022 PEPSI INCENTIVE PAYMENT	E	5/03/2023	994.00		007033		994.00
			*** VENDOR TOTALS ***			1 CHECKS		994.00
000654	ANKENY JUNIOR FOOTBALL							
I-2022 INCENTIVE	2022 PEPSI INCENTIVE PAYMENT	R	5/01/2023	127.00		242493		127.00
			*** VENDOR TOTALS ***			1 CHECKS		127.00
010899	ANKENY LITTLE LEAGUE							
I-2022 INCENTIVE	2022 PEPSI INCENTIVE PAYMENT	R	5/01/2023	1,240.00		242494		1,240.00
			*** VENDOR TOTALS ***			1 CHECKS		1,240.00
004201	TSJM TOWING SERVICE LLC							
I-23-52955	TOW/HOOK FEE - PD	R	5/01/2023	82.00		242495		
I-23-53196	TOW/HOOK FEE - PD	R	5/01/2023	88.00		242495		170.00
			*** VENDOR TOTALS ***			1 CHECKS		170.00
000057	ARNOLD MOTOR SUPPLY							
C-15CR012246	CR: UNIT #406 PARTS	R	5/01/2023	20.99CR		242496		
I-15NV147913	UNIT #406 PARTS	R	5/01/2023	49.29		242496		28.30
			*** VENDOR TOTALS ***			1 CHECKS		28.30
002625	PHILIP L ASCHEMAN PHD							
I-2/01/2023	MENTAL HEALTH INSERVICES-PD	R	5/01/2023	800.00		242497		800.00
			*** VENDOR TOTALS ***			1 CHECKS		800.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 4/20/2023 THRU 5/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011753	BAD BIRDIE LLC							
I-IN00119046	MERCHANDISE FOR RESALE	E	5/03/2023	1,074.00		007070		1,074.00
	*** VENDOR TOTALS ***					1 CHECKS		1,074.00
000067	BAKER & TAYLOR INC							
I-2037446218	MISC BOOKS-KL	E	5/03/2023	1,900.29		007002		
I-2037454832	MISC BOOKS -KL	E	5/03/2023	324.20		007002		
I-2037462810	MULTIMEDIA - KL	E	5/03/2023	5.49		007002		
I-2037463585	MISC BOOKS -KL	E	5/03/2023	986.11		007002		
I-2037466469	MISC BOOKS - KL	E	5/03/2023	83.01		007002		
I-2037468804	MISC BOOKS -KL	E	5/03/2023	349.58		007002		
I-2037475047	MISC BOOKS - KL	E	5/03/2023	591.16		007002		4,239.84
	*** VENDOR TOTALS ***					1 CHECKS		4,239.84
011440	BEATRICE CORON							
I-4/12/2023	BUS STOP ART	E	5/03/2023	1,500.00		007085		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
003361	BERWICK WATER ASSOCIATION							
I-RES#2023-186	RESOLUTION 2023-186 AGREEMENT	R	5/01/2023	69,540.00		242498		69,540.00
	*** VENDOR TOTALS ***					1 CHECKS		69,540.00
006349	HY-VEE INC-BDI							
I-53385	ALCOHOL FOR RESALE-OC	R	5/01/2023	1,213.98		242499		1,213.98
	*** VENDOR TOTALS ***					1 CHECKS		1,213.98
011756	BLACKSTONE ENVIRONMENTAL, INC							
I-11447	ESA FOR CREKVIEW WETLAND	E	5/03/2023	2,500.00		007071		2,500.00
	*** VENDOR TOTALS ***					1 CHECKS		2,500.00
005950	BLACKSTONE AUDIO INC							
I-2096679	MULTIMEDIA/SHELF SVCS-KL	R	5/01/2023	39.54		242500		
I-2097175	MULTIMEDIA/SHELF SVCS-KL	R	5/01/2023	41.94		242500		
I-2097897	MULTIMEDIA/SHELF SVCS-KL	R	5/01/2023	36.49		242500		117.97
	*** VENDOR TOTALS ***					1 CHECKS		117.97
007515	EFFLUENT INC							
I-I7283	GREASE TRAP INSPECTION-CFAC	R	5/01/2023	175.00		242501		
I-I7284	GREASE TRAP INSPCTN-MIRACLE PK	R	5/01/2023	175.00		242501		
I-I7285	GREASE TRAP INSPCTN-HAWKEYEPK	R	5/01/2023	175.00		242501		525.00
	*** VENDOR TOTALS ***					1 CHECKS		525.00
005174	BOUND TREE MEDICAL LLC							
I-84916529	EMS SUPPLIES - FD	R	5/01/2023	1,355.47		242502		
I-84916530	EMS SUPPLIES - FD	R	5/01/2023	254.77		242502		
I-84917786	EMS SUPPLIES - FD	R	5/01/2023	99.88		242502		
I-84923841	EMS SUPPLIES - FD	R	5/01/2023	76.58		242502		1,786.70
	*** VENDOR TOTALS ***					1 CHECKS		1,786.70

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 4/20/2023 THRU 5/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011793	CHANDRA BOYAPATI							
I-AFD28306	INSURANCE REFUND	R	5/01/2023	466.20		242503		466.20
	*** VENDOR TOTALS ***					1 CHECKS		466.20
011616	TANYA BOYLE							
I-03/20/23-05/08/23	03/20-05/08/23 SNR STRENGTH	E	5/03/2023	200.00		007087		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
000127	BRICK GENTRY PC							
I-393343	2/25/2023 STATEMENT 224.011	R	5/01/2023	1,269.00		242504		
I-395764	3/25/2023 STATEMENT 224.001	R	5/01/2023	2,070.00		242504		
I-395769	3/25/2023 STATEMENT 224.011	R	5/01/2023	645.00		242504		
I-396315	3/25/23 STATEMENT 4.004	R	5/01/2023	429.00		242504		4,413.00
	*** VENDOR TOTALS ***					1 CHECKS		4,413.00
011451	BRIDGESTONE GOLF, INC							
I-INV-1003153806	STOCK MERCH FOR RESALE-OCPRO	E	5/03/2023	1,217.47		007067		
I-INV-1003153807	STOCK MERCH FOR RESALE-OCPRO	E	5/03/2023	1,334.47		007067		2,551.94
	*** VENDOR TOTALS ***					1 CHECKS		2,551.94
010643	PATRICIA BROWN							
I-03/14/23-05/03/23	03/14-05/03/23 YOGA	E	5/03/2023	586.00		007083		586.00
	*** VENDOR TOTALS ***					1 CHECKS		586.00
000453	CARQUEST AUTO PARTS							
I-2330-784444	UNIT #404 PARTS	R	5/01/2023	167.67		242505		
I-2330-785711	UNIT # 663 EXT SERV STRAIGHT	R	5/01/2023	118.77		242505		
I-2330-785871	RUBBER PLUG - CG	R	5/01/2023	93.50		242505		379.94
	*** VENDOR TOTALS ***					1 CHECKS		379.94
005278	CDW GOVERNMENT							
I-HW30166	SERVER ROOM UPS	E	5/03/2023	4,326.84		007039		
I-HW43607	SERVER ROOM UPS	E	5/03/2023	4,749.48		007039		9,076.32
	*** VENDOR TOTALS ***					1 CHECKS		9,076.32
008864	CENTRAL PUMP AND MOTOR LLC							
I-5075	IRRIGATION PUMP REPAIRS-OC	R	5/01/2023	29,850.12		242506		29,850.12
	*** VENDOR TOTALS ***					1 CHECKS		29,850.12
003072	QWEST CORPORATION							
I-04/04/2023	04/2023 STATEMENT - TRFC	R	5/01/2023	100.89		242507		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 4/20/2023 THRU 5/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007388	COMPUTERIZED FLEET ANALYSIS IN							
I-15067	CFA SOFTWARE RENEWAL -CG	R	5/01/2023	2,995.00		242508		2,995.00
	*** VENDOR TOTALS ***					1 CHECKS		2,995.00
008614	TONY CHRISTOPH							
I-04/18/23 MEAL	04/18/2023 MEAL REIMBSMNT	E	5/03/2023	15.46		007053		15.46
	*** VENDOR TOTALS ***					1 CHECKS		15.46
011576	CINTAS CORPORATION							
I-4151576047	4/05/23 SVCS - WASTEWATER	R	5/01/2023	135.51		242509		
I-4152146290	BANQUET SUPPLIES - OC	R	5/01/2023	68.81		242509		
I-4152150837	4/11/23 SVCS - PSB	R	5/01/2023	64.75		242509		
I-4152156840	4/11/23 SVCS - WATER	R	5/01/2023	177.71		242509		
I-4152156890	4/11/23 SVCS - STREETS	R	5/01/2023	404.43		242509		
I-4152156900	MAT RENTALS - ACC	R	5/01/2023	63.81		242509		
I-4152156959	MAT RENTAL - LAKESIDE	R	5/01/2023	21.12		242509		
I-4152157095	MAT/UNIFORM RENTAL-PKS	R	5/01/2023	113.23		242509		
I-4152294731	4/12/23 SVCS - WASTEWATER	R	5/01/2023	135.51		242509		
I-4152805009	BANQUET SUPPLIES -OC	R	5/01/2023	118.51		242509		
I-4152805058	MAT/UNIFORM RENTAL - OCM	R	5/01/2023	73.41		242509		
I-4152815138	4/18/23 SVCS - WATER	R	5/01/2023	177.71		242509		
I-4152815310	MAT/UNIFORM RENTAL - PK MNT	R	5/01/2023	113.23		242509		
I-4152815317	MAT RENTAL - ACC	R	5/01/2023	63.81		242509		
I-4152965226	4/19/23 SVCS - WASTEWATER	R	5/01/2023	135.51		242509		
I-4153529886	MAT RENTAL - ACC	R	5/01/2023	63.81		242509		1,930.87
	*** VENDOR TOTALS ***					1 CHECKS		1,930.87
011786	CITY OF IOWA CITY, NDS							
I-05/22/23 CODE-AW	05/22/23CODE INSPCTN HLTHY HMS	R	5/01/2023	125.00		242510		
I-5/22/23CODE-JG	5/22/23 CODE INSPCTN HLTHY HMS	R	5/01/2023	125.00		242510		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
001144	CITY SUPPLY CORPORATION							
I-S1767755.001	TOILET PARTS -PRAC	E	5/03/2023	99.00		007017		
I-S1767820.001	TOILETS- PRSC	E	5/03/2023	305.22		007017		
I-S1768479.001	TOILETS - BASEBALL PRSC	E	5/03/2023	123.13		007017		527.35
	*** VENDOR TOTALS ***					1 CHECKS		527.35
011368	COLTON BOLEY							
I-INV-001648	EXTERIOR WINDOW CLEANING-KL	R	5/01/2023	1,900.00		242511		1,900.00
	*** VENDOR TOTALS ***					1 CHECKS		1,900.00
009613	COMPASS GROUP USA INC							
I-CD00023176	PLASTIC PESTICIDE - OCM	R	5/01/2023	168.00		242512		168.00
	*** VENDOR TOTALS ***					1 CHECKS		168.00

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009223	COMMERCIAL LIGHTING SERVICES I							
I-33205	PARKING LOT LIGHT REPAIRS-PD	R	5/01/2023	554.75		242513		554.75
	*** VENDOR TOTALS ***					1 CHECKS		554.75
002992	CONSTRUCTION MATERIALS TESTING							
I-45905	CYLINDER MOLDS-PATCHING	E	5/03/2023	93.99		007030		93.99
	*** VENDOR TOTALS ***					1 CHECKS		93.99
002559	CONSUMERS ENERGY							
I-03/01/23-04/02/23	03/01/23-04/02/23 SERVICES	E	5/03/2023	2,673.61		007026		2,673.61
	*** VENDOR TOTALS ***					1 CHECKS		2,673.61
009277	CONVERGE ONE INC							
I-IE9106227	MAINT/MANAGED SVCS - IT	E	5/03/2023	207.80		007060		207.80
	*** VENDOR TOTALS ***					1 CHECKS		207.80
009110	PAIRADOCS P C							
I-398070	4/12/23 EXAM/VACS-BOSCO PD	R	5/01/2023	741.01		242514		741.01
	*** VENDOR TOTALS ***					1 CHECKS		741.01
001654	CUMMINS, INC							
I-J4-31350	UNIT #163 TENSIONER BELT	E	5/03/2023	163.88		007018		163.88
	*** VENDOR TOTALS ***					1 CHECKS		163.88
007254	CUTTER & BUCK							
I-0096791738A	STOCK MERCH FOR RESALE-OCPRO	R	5/01/2023	1,421.22		242515		
I-0096791738B	STOCK MERCH FOR RESALE-OCPRO	R	5/01/2023	2,658.78		242515		4,080.00
	*** VENDOR TOTALS ***					1 CHECKS		4,080.00
000146	CENTURY HOMES CO							
I-64442IN	LANDSCAPE BED HERBICIDE-PKS	R	5/01/2023	986.00		242516		
I-64576IN-A	STARTER & SEED-OC	R	5/01/2023	1,779.80		242516		
I-64576IN-B	SEED STARTER-OC	R	5/01/2023	44.45		242516		
I-64577IN	CHEMICALS-OCM	R	5/01/2023	1,609.20		242516		
I-64742IN	LUISVILLE SLUGGER MRKNG -PRSC	R	5/01/2023	952.00		242516		
I-64833IN	TRUE GRIT BACKLAPPING-OCM	R	5/01/2023	130.00		242516		
I-64834IN	HERBICIDE-LANDSCAPE BED PKS	R	5/01/2023	410.00		242516		
I-64875IN	STARTER FERTILIZER-PRSC	R	5/01/2023	1,980.00		242516		
I-64876IN	FAIRBALL INFIELD CONDTNER-PRSC	R	5/01/2023	121.30		242516		8,012.75
	*** VENDOR TOTALS ***					1 CHECKS		8,012.75
001003	ED DANIELS							
I-110250	FILTERS -KL	E	5/03/2023	698.30		007016		
I-110338	FILTERS - CITY HALL	E	5/03/2023	171.80		007016		870.10
	*** VENDOR TOTALS ***					1 CHECKS		870.10

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009427	AMY DAWSON							
I-04/2023 FITNESS	04/2023 FITNESS REIMBURSEMENT	E	5/03/2023	84.50		007078		84.50
	*** VENDOR TOTALS ***					1 CHECKS		84.50
011776	KENDRA ANNETTE DAY							
I-04/2023 MUSIC	04/2023 MUSIC INSTRUCTOR	E	5/03/2023	360.00		007089		360.00
	*** VENDOR TOTALS ***					1 CHECKS		360.00
003099	DELL MARKETING L P							
I-10666701665	FY23 THIRD PC ORDER	R	5/01/2023	18,999.98		242517		
I-10666722420	FY23 THIRD PC ORDER	R	5/01/2023	450.00		242517		
I-10666993441	MONITORS - IT	R	5/01/2023	796.00		242517		20,245.98
	*** VENDOR TOTALS ***					1 CHECKS		20,245.98
000605	DEMCO INC							
I-7291078	BOOK JKTS/LIDS FOR CASES-KL	E	5/03/2023	256.69		007011		
I-7294785	STICKERS - KL	E	5/03/2023	65.02		007011		321.71
	*** VENDOR TOTALS ***					1 CHECKS		321.71
000843	THE DES MOINES REGISTER							
I-5503806	03/2023 LEGAL PUBLICATIONS	E	5/03/2023	3,771.71		007014		3,771.71
	*** VENDOR TOTALS ***					1 CHECKS		3,771.71
000700	DES MOINES STAMP MFG CO							
I-1216170	NOTARY STAMP-N. DEPREZ	E	5/03/2023	33.00		007013		
I-1216256	NOTARY STAMP-T. CAVENAS	E	5/03/2023	62.15		007013		
I-1216557	NOTARY STAMP - C WEBSTER	E	5/03/2023	33.00		007013		128.15
	*** VENDOR TOTALS ***					1 CHECKS		128.15
000160	DES MOINES WATER WORKS							
I-000131 3/31/23	3/31/2023 STATEMENT	R	5/01/2023	2,000.00		242518		
I-000156 3/31/23	3/31/23 STATEMENT	R	5/01/2023	38,938.46		242518		
I-000186 3/31/23	3/31/23 STATEMENT	R	5/01/2023	1,750.00		242518		42,688.46
	*** VENDOR TOTALS ***					1 CHECKS		42,688.46
001327	GL ANKENY LLC							
I-150593 DOW	UNIT #721 LAMP TAIL	R	5/01/2023	116.62		242519		116.62
	*** VENDOR TOTALS ***					1 CHECKS		116.62
000161	DEWEY FORD INC							
I-603571 FOW	UNIT #235 SEAT PAD	R	5/01/2023	98.57		242520		
I-603581 FOW	UNIT #235 PARTS	R	5/01/2023	165.41		242520		
I-603671 FOW	FILTER - CG	R	5/01/2023	82.24		242520		
I-604001 FOW	UNIT #118 ELEMENT	R	5/01/2023	71.60		242520		
I-604003 FOW	UNIT #58 HOSE	R	5/01/2023	15.97		242520		433.79
	*** VENDOR TOTALS ***					1 CHECKS		433.79

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011431	DINNER DELIGHTS							
I-04/13/2023	4/16 DINNER DELIGHTS CLASSES	R	5/01/2023	762.00		242521		762.00
	*** VENDOR TOTALS ***					1 CHECKS		762.00
004568	DOLL DISTRIBUTING LLC							
I-1224783	ALCOHOL FOR RESALE - HAWKEYE	E	5/03/2023	414.90		007034		
I-1227059	ALCOHOL FOR RESALE-OC	E	5/03/2023	1,180.81		007034		1,595.71
	*** VENDOR TOTALS ***					1 CHECKS		1,595.71
006716	TELVENT DTN LLC							
I-6270863	04/01/23-06/30/23 COMMANDER	E	5/03/2023	1,500.00		007047		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
002155	EASY PICKER GOLF PRODUCTS INC							
I-0189751-IN	CARD MEDIA RANGE EXPRESS-OC	E	5/03/2023	917.73		007023		917.73
	*** VENDOR TOTALS ***					1 CHECKS		917.73
011797	CAROLYN ELBERT							
I-4/24/23	STORMWATER BMP REIMBURSEMENT	R	5/01/2023	75.00		242522		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
008988	ELITE GLASS & METAL LLC							
I-SM-19188	WINDOW REPAIR - FS#3	R	5/01/2023	3,020.00		242523		3,020.00
	*** VENDOR TOTALS ***					1 CHECKS		3,020.00
011648	VISITING NURSE SERVICES OF IOW							
I-5662	9/22-3/23 WELLNESS SCREENINGS	R	5/01/2023	270.00		242524		270.00
	*** VENDOR TOTALS ***					1 CHECKS		270.00
005478	EXCEL MECHANICAL COMPANY INC							
I-161873	WATER HEATER - FS#2	E	5/03/2023	2,120.00		007040		2,120.00
	*** VENDOR TOTALS ***					1 CHECKS		2,120.00
002285	FASTENAL COMPANY							
I-IADES427476	PLOW BOLTS - STREETS	E	5/03/2023	1,012.37		007025		
I-IADES427632	NEW LADDER LABELS -PKS	E	5/03/2023	9.36		007025		1,021.73
	*** VENDOR TOTALS ***					1 CHECKS		1,021.73
000715	FERRELLGAS LP							
I-1123007875	UNIT #265 CYLINDER/HAZMAT FEE	R	5/01/2023	35.85		242525		35.85
	*** VENDOR TOTALS ***					1 CHECKS		35.85
011234	FIRE SERVICE TRAINING BUREAU							
I-231458	FO2 TRAINING-M. BERNARD	R	5/01/2023	50.00		242526		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00

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007648	DAIOHS USA INC							
I-649	COFFEE SERVICES - CH	E	5/03/2023	127.50		007049		127.50
	*** VENDOR TOTALS ***					1 CHECKS		127.50
002078	FOTH & VAN DYKE LLC							
I-83157 #34	PAY 34-W 1ST ST WDNG/IMP - P1	E	5/03/2023	14,149.82		007022		
I-83358 #12	PAY 12-N 4MILE CRK TRNK SWR	E	5/03/2023	1,951.69		007022		
I-83422	PAY 1-NW STATE ST EXTENSION	E	5/03/2023	25,629.81		007022		41,731.32
	*** VENDOR TOTALS ***					1 CHECKS		41,731.32
000211	GALE							
I-81032529	APRIL CORE 8 PLAN	E	5/03/2023	108.71		007003		
I-81032730	APRIL BASIC 8 PLAN	E	5/03/2023	188.93		007003		
I-81033442	APRIL WHEELER HRDCVR 5 PLAN	E	5/03/2023	53.98		007003		
I-81061899	APRIL MARCH AFRICAN AMRCN 2PLN	E	5/03/2023	50.98		007003		
I-81062000	APRIL THRILLER ADVNTRE SUSPENSE	E	5/03/2023	80.22		007003		
I-81062033	APRIL AMISH FICTION 3 PLAN	E	5/03/2023	72.72		007003		
I-81062146	APRIL CLEAN READS 3 PLAN	E	5/03/2023	72.72		007003		
I-81062443	APRIL SOFTCOVER ROMANCE 3	E	5/03/2023	62.22		007003		
I-81062497	APRIL HISTORY FACT/FICTION 2	E	5/03/2023	52.48		007003		
I-81067712	APRIL WESTERN 2 PLAN	E	5/03/2023	47.98		007003		790.94
	*** VENDOR TOTALS ***					1 CHECKS		790.94
003712	GALLS, LLC							
I-023953781	UNIFORMS - PD	R	5/01/2023	80.84		242527		
I-023953790	UNIFORMS - PD	R	5/01/2023	75.38		242527		
I-023988062	UNIFORMS - PD	R	5/01/2023	252.96		242527		
I-023989602	NAMEPLATE - PD	R	5/01/2023	22.80		242527		
I-024016304	UNIFORMS - PD	R	5/01/2023	231.12		242527		
I-024016305	UNIFORMS - FD	R	5/01/2023	52.70		242527		
I-024016307	UNIFORMS - FD	R	5/01/2023	29.78		242527		
I-024016340	UNIFORMS - FD	R	5/01/2023	107.94		242527		
I-024026354	NAMEBARS - FD	R	5/01/2023	47.47		242527		
I-024030034	UNIFORMS - FD	R	5/01/2023	239.80		242527		1,140.79
	*** VENDOR TOTALS ***					1 CHECKS		1,140.79
002365	GAMETIME							
I-PJI-0205322	PLAYGROUND REPAIR PARTS-PKS	R	5/01/2023	252.43		242528		252.43
	*** VENDOR TOTALS ***					1 CHECKS		252.43
001775	GENERAL FIRE AND SAFETY							
I-1670	EAR PLUGS/LENS WIPES - CG	E	5/03/2023	510.00		007019		
I-2041	FIRE EXTINGUISHER INSPECT-PD	E	5/03/2023	255.00		007019		765.00
	*** VENDOR TOTALS ***					1 CHECKS		765.00

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000227	GRAINGER							
I-9673131182	KEYED PADLOCK -P&R	E	5/03/2023	100.38		007004		
I-9674855979	DIGITAL MULTIMETER-OCM	E	5/03/2023	306.04		007004		
I-9674855987	POOL PLUMBING PARTS-AC	E	5/03/2023	32.72		007004		
I-9675411889	SEALANT - MU	E	5/03/2023	58.80		007004		
I-9679469636	DATA CABLE RISER WIRE-PRSC	E	5/03/2023	321.54		007004		
I-9679469644	SINK SUPPLIES - PRAC	E	5/03/2023	411.54		007004		
I-9681474673	PEGBOARD/HOOK/CLIPS - FD	E	5/03/2023	170.27		007004		1,401.29
	*** VENDOR TOTALS ***					1 CHECKS		1,401.29
000252	GRIMES ASPHALT AND PAVING CORP							
I-23668 A	3/31/23 COLD MIX	R	5/01/2023	411.20		242529		
I-23668 B	3/31/23 COLD MIX	R	5/01/2023	1,148.80		242529		1,560.00
	*** VENDOR TOTALS ***					1 CHECKS		1,560.00
000691	OMG MIDWEST, INC							
I-1755662	GRAVEL - STREETS	E	5/03/2023	181.80		007012		181.80
	*** VENDOR TOTALS ***					1 CHECKS		181.80
009504	AMANDA HANSON							
I-04/2023 FITNESS	04/2023 FITNESS REIMBURSEMENT	E	5/03/2023	94.87		007079		94.87
	*** VENDOR TOTALS ***					1 CHECKS		94.87
001047	HPC LLC							
I-4590	PSB SPRINKLER HEAD REPAIRS	R	5/01/2023	64,921.00		242530		64,921.00
	*** VENDOR TOTALS ***					1 CHECKS		64,921.00
009567	JACOB HEIL							
I-3/31/23-4/4/23	TRAINING REIMBURSEMENTS	E	5/03/2023	219.57		007080		219.57
	*** VENDOR TOTALS ***					1 CHECKS		219.57
011660	HGS, LLC							
I-PAY 1-ROCK CRK	PAY 1-ROCK CRK GRNBLT NTV VEG	R	5/01/2023	18,156.59		242531		18,156.59
	*** VENDOR TOTALS ***					1 CHECKS		18,156.59
003098	HOTSY CLEANING SYSTEMS IN							
I-0213609-IN	OIL PUMP - PD	E	5/03/2023	240.00		007031		240.00
	*** VENDOR TOTALS ***					1 CHECKS		240.00
004196	HYDRAQUIP LTD							
I-69844	UNIT #222 HOSE/ENDS	R	5/01/2023	511.16		242532		
I-69900	UNIT #875 HOSE ASSY/ENDS-OCM	R	5/01/2023	102.56		242532		
I-69910	UNIT #875 ORING/ENDS -OCM	R	5/01/2023	121.59		242532		735.31
	*** VENDOR TOTALS ***					1 CHECKS		735.31

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005531	HR GREEN INC							
I-161874 #1	PAY 1-NW IRV DR/NW 18TH IMP	E	5/03/2023	1,812.00		007041		1,812.00
	*** VENDOR TOTALS ***					1 CHECKS		1,812.00
009027	HUMANA HEALTH CARE PLANS							
I-AFD29737	REFUND - FD	R	5/01/2023	322.12		242533		322.12
	*** VENDOR TOTALS ***					1 CHECKS		322.12
003165	HUSKY INC							
I-S3-2149148	UNIT #163 ROD/NUT/WASHER	R	5/01/2023	69.92		242534		69.92
	*** VENDOR TOTALS ***					1 CHECKS		69.92
000283	HY-VEE INC							
I-5/1-8/17/23 ZS	ZACH SAARI ILEA MEAL PLAN	R	5/01/2023	2,361.52		242535		2,361.52
	*** VENDOR TOTALS ***					1 CHECKS		2,361.52
010037	I & S GROUP, INC							
I-91498 #6	PAY 6-HIGH TRESTLE PARK PH1	R	5/01/2023	170.00		242536		170.00
	*** VENDOR TOTALS ***					1 CHECKS		170.00
001041	IAPELRA							
I-2023 SPRING CONF	REGISTRATION-D GEAN, M VOIGT	R	5/01/2023	125.00		242537		125.00
	*** VENDOR TOTALS ***					1 CHECKS		125.00
009240	MORPHO USA, INC							
I-156938	LIVESCAN MACHINES - PD	E	5/03/2023	37,804.00		007057		37,804.00
	*** VENDOR TOTALS ***					1 CHECKS		37,804.00
008906	IMAGE TREND INC							
I-142237	MAR 2023 BILLING BRIDGE	E	5/03/2023	1,418.15		007055		1,418.15
	*** VENDOR TOTALS ***					1 CHECKS		1,418.15
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901007339	BATTERY- MIRACLE LEAGUE PK	R	5/01/2023	18.90		242538		18.90
	*** VENDOR TOTALS ***					1 CHECKS		18.90
002623	INTERSTATE INDUSTRIAL INSTRUME							
I-III-0300812-01	FLOW REGULATOR - MU	R	5/01/2023	167.12		242539		167.12
	*** VENDOR TOTALS ***					1 CHECKS		167.12
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4691910	ALCOHOL FOR RESALE-OC	R	5/01/2023	784.75		242540		
I-W-4697001	ALCOHOL FOR RESALE-HAWKEYE	R	5/01/2023	148.50		242540		933.25
	*** VENDOR TOTALS ***					1 CHECKS		933.25

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005989	MCCONVILLE CONSTRUCTION LLC							
I-13871	LEVELING WORK - STREETS	R	5/01/2023	925.00		242541		925.00
	*** VENDOR TOTALS ***					1 CHECKS		925.00
000155	IOWA DEPARTMENT OF PUBLIC SAFE							
I-01/2023-03/2023	01/23-03/23 TERM/LINE CHG-PD	R	5/01/2023	3,363.00		242542		3,363.00
	*** VENDOR TOTALS ***					1 CHECKS		3,363.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0013554	STREET SUPPLIES - PW	R	5/01/2023	81.71		242543		81.71
	*** VENDOR TOTALS ***					1 CHECKS		81.71
004476	IOWA MEDICAID ENTERPRISE							
I-05 2023	APRIL/MAY 2023 STATE SHARE	R	5/01/2023	32,181.11		242544		32,181.11
	*** VENDOR TOTALS ***					1 CHECKS		32,181.11
000743	IOWA MUNICIPAL FINANCE OFFICER							
I-IMFOA SPRG CONF-DK SPRING 2023 CONF-D. KLEMM		R	5/01/2023	145.00		242545		145.00
	*** VENDOR TOTALS ***					1 CHECKS		145.00
005407	IOWA MUNICIPALITIES WORKERS'							
C-RTN08253	CR:LG DED PMT FY21 02/2023	R	5/01/2023	23.82CR		242546		
I-INV86277	FY22 411 MED DUCT FEB	R	5/01/2023	1,991.41		242546		
I-INV86278	FY23 411 MED DED FEB	R	5/01/2023	656.94		242546		
I-INV86279	LARGE DED PMT-FY2122 2/1-2/28	R	5/01/2023	22,586.80		242546		
I-INV86280	FY23 MED DED FEB	R	5/01/2023	1,248.12		242546		26,459.45
	*** VENDOR TOTALS ***					1 CHECKS		26,459.45
000272	IOWA PRISON INDUSTRIES							
C-973403	CR: FREIGHT 035252	R	5/01/2023	15.00CR		242547		
C-973404	CR FREIGHT 035262 P&R	R	5/01/2023	15.00CR		242547		
I-035252	SIGNS - P&R	R	5/01/2023	28.15		242547		
I-035261	SIGNS - P&R	R	5/01/2023	28.15		242547		
I-035262	SIGNS - P&R	R	5/01/2023	24.85		242547		
I-035297	SIGNS - MU	R	5/01/2023	72.00		242547		
I-035319	CITY OF ANKENY STICKERS	R	5/01/2023	1,345.00		242547		1,468.15
	*** VENDOR TOTALS ***					1 CHECKS		1,468.15
001945	IOWA WORKFORCE DEVELOPMENT							
I-104098-9 03/31/23	BENEFIT CHARGES THRU 3/31/23	E	5/03/2023	46,152.62		007021		46,152.62
	*** VENDOR TOTALS ***					1 CHECKS		46,152.62
009937	SAFIAH ELAHI							
I-001-P36-3/2023	TRAFFIC COUNTS	R	5/01/2023	7,700.00		242548		7,700.00
	*** VENDOR TOTALS ***					1 CHECKS		7,700.00

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011458	MONTE JAACKS							
I-4/18/2023	BOOT REIMBURSEMENT	E	5/03/2023	140.00		007086		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
007827	JEO CONSULTING GROUP INC							
I-140551 #10	PAY 10-SE 3RD ST IMP - PH2	E	5/03/2023	1,901.25		007050		
I-140552 #19	PAY 19-SE DELAWARE AVE HMA WDN	E	5/03/2023	1,987.50		007050		
I-140693 #1	PAY 1-TRANSPORTATION MASTER PL	E	5/03/2023	6,332.50		007050		10,221.25
	*** VENDOR TOTALS ***					1 CHECKS		10,221.25
006326	JOHNSON BROTHERS OF IOWA							
I-1837137	ALCOHOL FOR RESALE-OC	R	5/01/2023	557.70		242549		
I-1837138	BEVERAGES FOR RESALE - OC	R	5/01/2023	121.17		242549		678.87
	*** VENDOR TOTALS ***					1 CHECKS		678.87
000292	KARL CHEVROLET INC							
I-925225	VEHICLE #70 REPAIRS	R	5/01/2023	881.00		242550		
I-RO 925225	VEHICLE REPAIRS - PD	R	5/01/2023	881.00		242550		1,762.00
	*** VENDOR TOTALS ***					1 CHECKS		1,762.00
000065	RENEWABLE ENERGY GROUP INC							
I-571575	4/07/23 87E10/DIESEL DYED	E	5/03/2023	21,767.18		007001		21,767.18
	*** VENDOR TOTALS ***					1 CHECKS		21,767.18
008194	KLOCKE'S EMERGENCY VEHICLES LL							
I-026301	GAS SPRING - FD	R	5/01/2023	112.70		242551		112.70
	*** VENDOR TOTALS ***					1 CHECKS		112.70
005189	KULLY SUPPLY INC							
I-609250	DRINKING FOUNTAIN PARTS-PKS	E	5/03/2023	159.70		007038		
I-610057	BRACKET NUT -POOL SHOWER PTS	E	5/03/2023	79.39		007038		239.09
	*** VENDOR TOTALS ***					1 CHECKS		239.09
010148	LA CROSSE SEED, LLC							
I-SI-2312255	SUN & SHADE MIX - MU	E	5/03/2023	621.00		007065		
I-SI-2313041	SUN & SHADE MIX - MU	E	5/03/2023	414.00		007065		1,035.00
	*** VENDOR TOTALS ***					1 CHECKS		1,035.00
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-6967963-20230331	AVCC SBSRT 3/1/23-3/31/23	E	5/03/2023	500.00		007069		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
000402	LINDE GAS & EQUIPMENT							
I-35157576	OXYGEN - FD	R	5/01/2023	1,185.22		242552		1,185.22
	*** VENDOR TOTALS ***					1 CHECKS		1,185.22

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000285	LUBE-TECH & PARTNERS LLC							
I-3180411	VEHICLE FLUIDS - FD	E	5/03/2023	264.00		007006		
I-3180441	VEHICLE FLUIDS - FD	E	5/03/2023	264.00		007006		
I-3180442	VEHICLE FLUIDS - FD	E	5/03/2023	264.00		007006		792.00
	*** VENDOR TOTALS ***					1 CHECKS		792.00
008772	LUCAS HOLDINGS LLC							
I-68579A	LIBRARY CARD ORDER-KL	R	5/01/2023	1,042.50		242553		
I-68579B	LIBRARY CARD ORDER-KL	R	5/01/2023	49.88		242553		1,092.38
	*** VENDOR TOTALS ***					1 CHECKS		1,092.38
000470	LUMEN							
I-636571895	4/12/2023 STATEMENT	E	5/03/2023	690.21		007010		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
002207	MANATTS INC							
I-5092163	3/27/23 C4WR C20 CL3	E	5/03/2023	930.00		007024		
I-5092388	3/29/23 C-4WR-C20	E	5/03/2023	1,240.00		007024		
I-5092651	3/31/23 D57-C20	E	5/03/2023	1,200.00		007024		3,370.00
	*** VENDOR TOTALS ***					1 CHECKS		3,370.00
008131	MARTIN BROTHERS DISTRIBUTING C							
I-9958558	FOOD FOR RESALE - HAWKEYE	E	5/03/2023	75.25		007051		75.25
	*** VENDOR TOTALS ***					1 CHECKS		75.25
009346	MARY'S CLEANING CARE INC							
I-31945	2/5/23 CLEANING-LAKESIDE CNTR	R	5/01/2023	125.00		242554		
I-31946	2/26/23 CLEANING - OEC	R	5/01/2023	75.00		242554		
I-32279	04/2023 CLEANING - CITY HALL	R	5/01/2023	829.00		242554		
I-32280	04/2023 CLEANING - FS#1	R	5/01/2023	383.00		242554		
I-32281	APRIL CLEANINGS-KL	R	5/01/2023	7,845.00		242554		
I-32283	APRIL 2023 CLEANING SVCS-PD	R	5/01/2023	2,889.00		242554		
I-32284	APRIL 2023 CLEANINGS-ACC	R	5/01/2023	1,645.00		242554		13,791.00
	*** VENDOR TOTALS ***					1 CHECKS		13,791.00
002183	MCCLURE ENGINEERING CO							
I-144400 #12	PAY 12-NW 18TH RECON ASH/ANKB	R	5/01/2023	33,864.41		242555		33,864.41
	*** VENDOR TOTALS ***					1 CHECKS		33,864.41
004747	MENARDS							
I-83821	PADLOCK - PD	R	5/01/2023	5.49		242556		
I-83905	PADLOCK - PD	R	5/01/2023	10.49		242556		
I-84080	TRASH CAN -CFAC	R	5/01/2023	35.94		242556		
I-84086	VALVE/QTURN/LINE/TEE-PW	R	5/01/2023	84.00		242556		
I-84114	SAFETY HOODIE - PKS	R	5/01/2023	29.99		242556		
I-84115	PEX/VALVE/TEE/ELBOW-PW	R	5/01/2023	118.45		242556		
I-84121	BROAD KNIFE/BEAM/WRAP-SMRBRK	R	5/01/2023	54.67		242556		
I-84172	COVER BLANK - PW	R	5/01/2023	5.88		242556		

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I-84234	WOOD HANDLE - MU	R	5/01/2023	5.99		242556		
I-84287	FLIPTOG -PD	R	5/01/2023	22.97		242556		
I-84357	WATER - FD	R	5/01/2023	20.88		242556		
I-84433	BRASS ADAPT-CENTENNIAL PARK	R	5/01/2023	11.99		242556		
I-84471	LOW VOLT WIRE- FD	R	5/01/2023	59.99		242556		
I-84527	CAR DETAILING KITS - PD	R	5/01/2023	140.01		242556		
I-84529	WIREGARD -FD	R	5/01/2023	8.99		242556		
I-84543	BRASS CONNECTOR-CENTENNIAL	R	5/01/2023	13.98		242556		
I-84585	LAG SCREW - OCM	R	5/01/2023	8.96		242556		
I-84597	DRILL BITS/LIGHT CONTROL - MU	R	5/01/2023	50.57		242556		
I-84620	POOL SIGNS - AC	R	5/01/2023	2.97		242556		692.21
	*** VENDOR TOTALS ***					1 CHECKS		692.21
009296	MERRITT COMPANY INC							
I-63717	JANITORIAL SUPPLIES - PSB	R	5/01/2023	355.56		242557		355.56
	*** VENDOR TOTALS ***					1 CHECKS		355.56
001931	METRO WASTE AUTHORITY							
I-70022833	03/2023 MONTHLY CURB IT FEES	E	5/03/2023	98,003.52		007020		98,003.52
	*** VENDOR TOTALS ***					1 CHECKS		98,003.52
000271	MIDAMERICAN ENERGY COMPANY							
I-FY23#11 1695158009	4/13/2023 STATEMENT	E	5/03/2023	102,283.84		007005		102,283.84
	*** VENDOR TOTALS ***					1 CHECKS		102,283.84
011606	MIDWEST CRITICAL POWER LLC							
I-1308	FS#1 GENERATOR REPAIRS	R	5/01/2023	574.61		242558		
I-1309	GENERATOR MAINT SVCS	R	5/01/2023	875.00		242558		1,449.61
	*** VENDOR TOTALS ***					1 CHECKS		1,449.61
000945	MIDWEST WHEEL COMPANIES							
I-3206024-00	UNIT #163 STR TUBE	R	5/01/2023	81.52		242559		81.52
	*** VENDOR TOTALS ***					1 CHECKS		81.52
1	MAYORQUIN SARAV, ROD							
I-000202304219783	AR REFUND	R	5/01/2023	5.00		242441		5.00
1	ANNEAR, BRANDON							
I-000202304269793	US REFUND	R	5/01/2023	56.81		242442		56.81
1	AUSBORN, CODY							
I-000202304269824	US REFUND	R	5/01/2023	81.54		242443		81.54

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			DATE			NO	STATUS	AMOUNT
1	BALDUS, MICHELE							
I-000202304269811	US REFUND	R	5/01/2023	92.71		242444		92.71
1	BEEGHLEY, HANNAH							
I-000202304269792	US REFUND	R	5/01/2023	10.08		242445		10.08
1	BEST, ALISON							
I-000202304269787	US REFUND	R	5/01/2023	14.09		242446		14.09
1	COOPER, SUZANNE							
I-000202304269797	US REFUND	R	5/01/2023	62.44		242447		62.44
1	COREY, RICHARD							
I-000202304269807	US REFUND	R	5/01/2023	33.16		242448		33.16
1	COWIE, GABRIELLE							
I-000202304269806	US REFUND	R	5/01/2023	94.79		242449		94.79
1	DEFENBAUGH, RYAN							
I-000202304269809	US REFUND	R	5/01/2023	96.04		242450		96.04
1	ELLEFSON, CRYSTAL							
I-000202304269784	US REFUND	R	5/01/2023	94.72		242451		94.72
1	GENTOSI, JENNIFER							
I-000202304269825	US REFUND	R	5/01/2023	34.04		242452		34.04
1	GERSHMAN MORTGAGE							
I-000202304269816	US REFUND	R	5/01/2023	98.63		242453		98.63
1	GILLSON, SHANDRA							
I-000202304269795	US REFUND	R	5/01/2023	41.29		242454		41.29
1	GILLUM GROUP PROPERT							
I-000202304269815	US REFUND	R	5/01/2023	55.99		242455		55.99
1	HARRISON, JANELLE							
I-000202304269801	US REFUND	R	5/01/2023	62.83		242456		62.83
1	HARROD, ZAKRY & CAYL							
I-000202304269803	US REFUND	R	5/01/2023	48.12		242457		48.12
1	HENDERSON, JARED							
I-000202304269804	US REFUND	R	5/01/2023	98.97		242458		98.97

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			DATE			NO	STATUS	AMOUNT
1	HOWARD, COURTNEY							
I-000202304269798	US REFUND	R	5/01/2023	45.07		242459		45.07
1	HUNT, LEJLA							
I-000202304269791	US REFUND	R	5/01/2023	65.09		242460		65.09
1	HUTCHISON, HEATHER							
I-000202304269813	US REFUND	R	5/01/2023	73.27		242461		73.27
1	IHLE, TAMERA							
I-000202304269786	US REFUND	R	5/01/2023	60.35		242462		60.35
1	JOHNSTON, HAILEY							
I-000202304269822	US REFUND	R	5/01/2023	45.87		242463		45.87
1	KAIN, ALEXIS							
I-000202304269810	US REFUND	R	5/01/2023	53.20		242464		53.20
1	KROES, MORGAN							
I-000202304269788	US REFUND	R	5/01/2023	18.00		242465		18.00
1	KUTZNER, LARRY							
I-000202304269821	US REFUND	R	5/01/2023	31.96		242466		31.96
1	LEBAHN, JAZMINE							
I-000202304269826	US REFUND	R	5/01/2023	40.03		242467		40.03
1	MJR DEVELOPMENTS							
I-000202304269789	US REFUND	R	5/01/2023	110.52		242468		110.52
1	MORGAN, CHRISTOPHER							
I-000202304269823	US REFUND	R	5/01/2023	15.71		242469		15.71
1	MUNGER, MYLA							
I-000202304269802	US REFUND	R	5/01/2023	51.51		242470		51.51
1	NEHRING, LUCAS							
I-000202304269818	US REFUND	R	5/01/2023	23.70		242471		23.70
1	PASH, JORDAN							
I-000202304269805	US REFUND	R	5/01/2023	64.39		242472		64.39
1	PINDER, LAUREN							
I-000202304269799	US REFUND	R	5/01/2023	59.32		242473		59.32

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1	RAASCH, GREG							
I-000202304269796	US REFUND	R	5/01/2023	53.20		242474		53.20
1	RICHMOND, KATRINA							
I-000202304269812	US REFUND	R	5/01/2023	97.52		242475		97.52
1	ROLLOFF, TOM							
I-000202304269785	US REFUND	R	5/01/2023	47.55		242476		47.55
1	SCHULZ, TREVER							
I-000202304269808	US REFUND	R	5/01/2023	94.72		242477		94.72
1	SELLERS, JEFF							
I-000202304269800	US REFUND	R	5/01/2023	52.15		242478		52.15
1	SELMYHR, CARISSA							
I-000202304269814	US REFUND	R	5/01/2023	44.90		242479		44.90
1	STINSON, BROOKE							
I-000202304269794	US REFUND	R	5/01/2023	60.77		242480		60.77
1	TJELLE, CHRISTIAN							
I-000202304269819	US REFUND	R	5/01/2023	98.67		242481		98.67
1	TOON, CHLOE							
I-000202304269820	US REFUND	R	5/01/2023	95.67		242482		95.67
1	WEST, ANGEL							
I-000202304269790	US REFUND	R	5/01/2023	42.66		242483		42.66
1	WOHKITTEL, JAMES							
I-000202304269817	US REFUND	R	5/01/2023	92.97		242484		92.97
*** VENDOR TOTALS ***						44 CHECKS		2,620.02
010051	MOBOTREX INC							
I-264931	RRFB's: SCHOOL WALKABILITY	E	5/03/2023	34,590.00		007064		
I-265006	RRFB's: HIGH TRESTLE TRAI	E	5/03/2023	23,060.00		007064		57,650.00
*** VENDOR TOTALS ***						1 CHECKS		57,650.00
003736	PAUL H MORITZ							
I-4/11/23-4/13/23	2023 IPAA CONFERENCE RMBRSMNTS	E	5/03/2023	657.40		007073		657.40
*** VENDOR TOTALS ***						1 CHECKS		657.40

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000391	MOST DEPENDABLE FOUNTAINS							
I-INV72439	DRINKING FOUNTAIN PARTS-PKS	R	5/01/2023	472.00		242560		472.00
	*** VENDOR TOTALS ***					1 CHECKS		472.00
006447	MSA PROFESSIONAL SERVICES INC							
I-R09085056.0-3 #3	PAY 3-UPTOWN PARKING IMPRVMENTS	R	5/01/2023	30,275.00		242561		30,275.00
	*** VENDOR TOTALS ***					1 CHECKS		30,275.00
006756	MTI DISTRIBUTING INC							
I-13792030-00	REAR CARRIER FRAME ASM-OCM	R	5/01/2023	346.31		242562		
I-1380364-00	8000 SERIES 5" PART-PRSC	R	5/01/2023	650.65		242562		
I-1380486-00	DRINKING FOUNTAIN PARTS-PKS	R	5/01/2023	30.80		242562		1,027.76
	*** VENDOR TOTALS ***					1 CHECKS		1,027.76
009024	BROCK MUHLBAUER							
I-01/23-02/23FITNESS	01/23-02/23 FITNESS REIMBRSMNT	E	5/03/2023	36.00		007077		
I-04/03/23-04/14/23	4/3-14/23 MEAL REIMBURSEMENTS	E	5/03/2023	110.08		007077		146.08
	*** VENDOR TOTALS ***					1 CHECKS		146.08
006750	MUNICIPAL PIPE TOOL							
I-33604	ADAPTERS - MU	R	5/01/2023	294.88		242563		294.88
	*** VENDOR TOTALS ***					1 CHECKS		294.88
000350	MUNICIPAL SUPPLY INC							
I-0866477-IN	SYSTEM PARTS - MU	R	5/01/2023	244.95		242564		
I-0866478-IN	BRASS SADDLE BUSH - MU	R	5/01/2023	45.24		242564		
I-0866685-IN	MANHOLE COVER HOOK - MU	R	5/01/2023	483.84		242564		774.03
	*** VENDOR TOTALS ***					1 CHECKS		774.03
011707	MYBINDING, LLC							
I-SI2683296	FOLDING MACHINE/COILS	R	5/01/2023	1,169.59		242565		1,169.59
	*** VENDOR TOTALS ***					1 CHECKS		1,169.59
006325	N B GOLF LLC							
I-20449	CLUB CAR REPAIRS - OC	R	5/01/2023	101.33		242566		101.33
	*** VENDOR TOTALS ***					1 CHECKS		101.33
003057	NAPA AUTO PARTS							
C-2986-709873	CR: UNIT #265 SERPENTINE BELT	R	5/01/2023	40.49CR		242567		
C-2986-709902	CR: UNIT #118 TRACK BAR	R	5/01/2023	131.99CR		242567		
C-2986-710066	CR: UNIT #309 FLEX PIPE/CNNCTR	R	5/01/2023	17.66CR		242567		
C-2986-710173	CR: UNIT 665 CORE DEPOSIT	R	5/01/2023	18.00CR		242567		
C-2986-710416	UNIT #309 SWAY BAR LINK	R	5/01/2023	4.32CR		242567		
I-2986-709187	AIR/OIL FILTERS - CG	R	5/01/2023	61.54		242567		
I-2986-709209	DIGITAL GAUGE - MU	R	5/01/2023	92.99		242567		
I-2986-709537	CABLE TIES - CG	R	5/01/2023	34.99		242567		
I-2986-709541	ANTIFREEZE - CG	R	5/01/2023	164.94		242567		
I-2986-709674	AIR/OIL FILTERS - CG	R	5/01/2023	90.04		242567		

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I-2986-709705	BRAKE PARTS CLEANER - CG	R	5/01/2023	93.36		242567		
I-2986-709717	UNIT #265 SERPENTINE BELT	R	5/01/2023	40.49		242567		
I-2986-709723	UNIT #265 SERPENTINE BELT	R	5/01/2023	20.24		242567		
I-2986-709802	UNIT #665 BATTERY	R	5/01/2023	192.59		242567		
I-2986-709880	UNIT #78 BRAKE ROTOR/PAD	R	5/01/2023	224.48		242567		
I-2986-709888	UNIT #401 ROTOR/BRK PADS	R	5/01/2023	154.99		242567		
I-2986-709962	UNIT #94 BRAKE PAD/ROTOR	R	5/01/2023	224.48		242567		
I-2986-710036	UNIT #309 FLEX PIPE	R	5/01/2023	41.80		242567		
I-2986-710063	UNIT #309 U-BOLTS	R	5/01/2023	12.56		242567		
I-2986-710068	OIL FILTER - CG	R	5/01/2023	47.98		242567		
I-2986-710071	DRY OIL - CG	R	5/01/2023	139.90		242567		
I-2986-710078	FUEL FILTERS - CG	R	5/01/2023	137.22		242567		
I-2986-710090	EXHAUST SEALER - CG	R	5/01/2023	4.99		242567		
I-2986-710098	UNIT #309 WIPER BLADES	R	5/01/2023	8.06		242567		
I-2986-710100	UNIT #226 SPRING BRAKE	R	5/01/2023	184.46		242567		
I-2986-710330	OIL FILTERS - CG	R	5/01/2023	85.14		242567		
I-2986-710368	NAPA HYD JACK OIL QT-CG	R	5/01/2023	10.49		242567		
I-2986-710387	UNIT #309 SWAY BAR LINK	R	5/01/2023	100.30		242567		
I-2986-710408	AIR FILTER -CG	R	5/01/2023	12.00		242567		
I-2986-710425	UNIT #309 TIE ROD/CID	R	5/01/2023	89.98		242567		
I-2986-710458	NAPA GOLD OIL FILTER - CG	R	5/01/2023	30.56		242567		
I-2986-710477	OIL/AIR/ FUEL FILTERS - OCM	R	5/01/2023	53.32		242567		
I-2986-710494	UNIT #163 SERPENTINE BELT	R	5/01/2023	41.24		242567		
I-2986-710598	UNIT #163 UBOLT	R	5/01/2023	41.97		242567		
I-2986-710599	UNIT #163 MEGA CLAMP	R	5/01/2023	43.35		242567		
I-2986-710669	IMPACT BLK/GRAY XXL - CG	R	5/01/2023	37.79		242567		2,305.78
	*** VENDOR TOTALS ***					1 CHECKS		2,305.78
011389	NICOLE TEUT							
I-2023 #001	TINCUP MENU DESIGN	E	5/03/2023	150.00		007084		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
000367	O'HALLORAN INTERNATIONAL							
I-31P195930	UNIT #208 HVAC FILTER	E	5/03/2023	29.56		007007		
I-31P195941	UNIT #208 AIR FILTER	E	5/03/2023	63.09		007007		
I-31S25305 A	#229 OVER HAUL	E	5/03/2023	25,000.00		007007		
I-31S25305 B	#229 ENGINE OVERHAUL	E	5/03/2023	3,867.54		007007		28,960.19
	*** VENDOR TOTALS ***					1 CHECKS		28,960.19
003727	ODP BUSINESS SOLUTIONS, LLC							
C-303745037001	CR: ENVELOPES - CITY CLERK	R	5/01/2023	25.89CR		242569		
I-302001728001	BREAK ROOM SUPPLIES - PSB	R	5/01/2023	148.69		242569		
I-304273368001	LABELS/PEN/TISSUE/CLIP - PD	R	5/01/2023	99.28		242569		
I-304617245001	CITY HALL SUPPLIES	R	5/01/2023	52.47		242569		
I-305002787001	PRINTER - MU	R	5/01/2023	289.99		242569		
I-306524446001	WIPES/PENS/HGHLTR/MRKR - PSB	R	5/01/2023	98.66		242569		
I-307593868001	PAPER - PSB	R	5/01/2023	407.92		242569		
I-307703987001	CLEANER/THERMAL PAPER-KL	R	5/01/2023	144.33		242569		1,215.45
	*** VENDOR TOTALS ***					1 CHECKS		1,215.45

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007878	OVERDRIVE INC							
I-06497CO23101215	MISC MULTIMEDIA - KL	R	5/01/2023	451.41		242570		
I-06497CO23108566	MULTIMEDIA - KL	R	5/01/2023	27.50		242570		
I-06497DA23109441	MULTIMEDIA - KL	R	5/01/2023	27.50		242570		506.41
	*** VENDOR TOTALS ***					1 CHECKS		506.41
001106	P & P SMALL ENGINES INC							
I-463095	POLE SAW REPAIR -PKS	R	5/01/2023	143.01		242571		
I-463096	YARD BOSS REPAIR -PKS	R	5/01/2023	115.07		242571		258.08
	*** VENDOR TOTALS ***					1 CHECKS		258.08
004205	P F PETTIBONE & CO							
I-183379 A	HONOR GUARD BADGES	R	5/01/2023	3,003.35		242572		
I-183379 B	HONOR GUARD BADGES	R	5/01/2023	453.60		242572		3,456.95
	*** VENDOR TOTALS ***					1 CHECKS		3,456.95
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-50780356	BEVERAGES FOR RESALE-OC	E	5/03/2023	437.89		007028		437.89
	*** VENDOR TOTALS ***					1 CHECKS		437.89
009158	PERFORMANCE FOODSERVICE - THOM							
I-7250455	FOOD FOR RESALE - OC	R	5/01/2023	683.55		242573		
I-7256397	FOOD FOR RESALE-OC	R	5/01/2023	1,002.50		242573		1,686.05
	*** VENDOR TOTALS ***					1 CHECKS		1,686.05
004611	PETTY CASH							
I-04/12/23 CFAC/PRAC CFAC & PRAC START-UP CASH		R	5/01/2023	1,320.00		242574		1,320.00
	*** VENDOR TOTALS ***					1 CHECKS		1,320.00
002648	PIONEER MANUFACTURING COM							
I-INV877347	BRITE STRIPE MIDNIGHT-PRSC	R	5/01/2023	429.00		242575		429.00
	*** VENDOR TOTALS ***					1 CHECKS		429.00
000384	PITNEY BOWES INC							
I-1022761955	POWERGUARD2 -KL	E	5/03/2023	105.00		007008		
I-1022891714	01/31/23-04/29/23 RENTAL - PD	E	5/03/2023	105.00		007008		
I-3317365276	POSTAGE EQUIPMENT-KL	E	5/03/2023	223.35		007008		433.35
	*** VENDOR TOTALS ***					1 CHECKS		433.35
011587	PLATINUM FENCE CO LLC							
I-420232	FENCE INSTALLATION-P&R	R	5/01/2023	400.00		242576		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00

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011708	PLAYAWAY PRODUCTS LLC							
I-426364	MULTIMEDIA - KL	R	5/01/2023	986.11		242577		
I-426542	MULTIMEDIA - KL	R	5/01/2023	134.98		242577		1,121.09
	*** VENDOR TOTALS ***					1 CHECKS		1,121.09
004839	PLEVA MECHANICAL							
I-10643	PRAC VALVE GATE REPLACE	R	5/01/2023	7,440.00		242578		
I-10775	CFAC REPAIR FLOAT SYSTEM	R	5/01/2023	3,728.00		242578		11,168.00
	*** VENDOR TOTALS ***					1 CHECKS		11,168.00
000671	PLUMB SUPPLY COMPANY - DM							
I-8712422	MIXING VALVE-GLENBROOK RR	R	5/01/2023	101.36		242579		101.36
	*** VENDOR TOTALS ***					1 CHECKS		101.36
003760	POLK COUNTY TREASURER							
I-B22-00274	BLOOD DRAW-K. HOVER	R	5/01/2023	150.00		242580		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
009386	POMP'S TIRE SERVICE, INC							
I-1400105910	SQUAD TIRES - PD	E	5/03/2023	648.00		007061		
I-1400107091	MISC TIRES - PW	E	5/03/2023	413.07		007061		1,061.07
	*** VENDOR TOTALS ***					1 CHECKS		1,061.07
006051	PROMOS 911 INC							
I-10591	STICKER BADGES - FD	R	5/01/2023	337.25		242581		337.25
	*** VENDOR TOTALS ***					1 CHECKS		337.25
002713	PROTEX CENTRAL INC							
I-142064	FIRE EXTINGUISHER SVCS - FS#3	R	5/01/2023	341.56		242582		
I-142065	FIRE EXTINGUISHER SVCS - FS#1	R	5/01/2023	853.60		242582		1,195.16
	*** VENDOR TOTALS ***					1 CHECKS		1,195.16
005151	JULS DESIGN INC							
I-12081	DESIGN SVCS - COMMUNICATIONS	E	5/03/2023	140.31		007037		140.31
	*** VENDOR TOTALS ***					1 CHECKS		140.31
000344	QUICK SUPPLY CO							
I-QSC164021	ENVIRONET BLANKET - MU	R	5/01/2023	227.80		242583		
I-QSC164128	BLANKET/STAPLES - OCM	R	5/01/2023	156.20		242583		384.00
	*** VENDOR TOTALS ***					1 CHECKS		384.00
004806	R & R PRODUCTS INC							
I-CD2773258	BEARING-REAR ROLLER -OCM	R	5/01/2023	473.25		242584		473.25
	*** VENDOR TOTALS ***					1 CHECKS		473.25

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005557	RACOM CORPORATION							
I-2B187033	FIRECOM REPAIR DEPOT - FD	E	5/03/2023	280.37		007042		
I-2B189446	DSPLY & SWCH ASSMBLY REPAIR-FD	E	5/03/2023	941.21		007042		
I-RI-230173	EDACS/BEON ACCESS - FD	E	5/03/2023	2,015.25		007042		
I-RI-230179	EDACS ACCESS - PD	E	5/03/2023	2,612.73		007042		5,849.56
	*** VENDOR TOTALS ***					1 CHECKS		5,849.56
009058	RAMPION USA INC							
I-UINV051937	STOCK MERCH FOR RESALE -OC	E	5/03/2023	429.01		007056		429.01
	*** VENDOR TOTALS ***					1 CHECKS		429.01
003960	RDG IA INC							
I-53733 #12	PAY 12-4MILE CRK/TRIBUTARY/4M	R	5/01/2023	10,615.50		242585		10,615.50
	*** VENDOR TOTALS ***					1 CHECKS		10,615.50
009251	RFID LIBRARY SOLUTIONS INC							
I-APL03292023	04/23-03/24 AMH SVC AGRMNT	E	5/03/2023	15,000.00		007058		15,000.00
	*** VENDOR TOTALS ***					1 CHECKS		15,000.00
006366	ROTELLA'S ITALIAN BAKERY INC							
I-Y32403	FOOD FOR RESALE - OC	E	5/03/2023	51.38		007046		
I-Y35317	FOOD FOR RESALE -OC	E	5/03/2023	51.38		007046		102.76
	*** VENDOR TOTALS ***					1 CHECKS		102.76
004079	STRAWBERRY PATCH							
I-94012	TEE BALL SHIRTS P&R	R	5/01/2023	1,800.00		242586		
I-94013	TEE BALL SHIRTS-P&R	R	5/01/2023	2,592.00		242586		4,392.00
	*** VENDOR TOTALS ***					1 CHECKS		4,392.00
005570	SANDRY FIRE SUPPLY LLC							
I-INV-027257	BOOTS - FD	E	5/03/2023	537.50		007043		
I-INV-027577	AXE - FD	E	5/03/2023	320.90		007043		858.40
	*** VENDOR TOTALS ***					1 CHECKS		858.40
010375	MICHAEL SCHROCK							
I-04/2023FITNESS	04/2023 FITNESS REIMBURSMNT	E	5/03/2023	62.01		007081		62.01
	*** VENDOR TOTALS ***					1 CHECKS		62.01
006963	DAVID SCHUMACHER							
I-04/03/2023MEALS	04/03/23 MEAL REIMBURSEMENT	E	5/03/2023	16.70		007075		16.70
	*** VENDOR TOTALS ***					1 CHECKS		16.70
008471	SHIVE-HATTERY INC							
I-2142205300-1	PAY 1 - CIT SIGN DESIGN	E	5/03/2023	2,250.00		007052		2,250.00
	*** VENDOR TOTALS ***					1 CHECKS		2,250.00

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011405	SHORT ELLIOTT HENDRICKSON INCO							
I-444562 #9	PAY 9-S ANK BLVD TRNSMSN MN	E	5/03/2023	6,876.96		007066		6,876.96
	*** VENDOR TOTALS ***					1 CHECKS		6,876.96
000899	DEREK SILVERTHORN							
I-31/31/23-4/4/23	TRAINING REIMBURSEMENTS	R	5/01/2023	177.80		242587		177.80
	*** VENDOR TOTALS ***					1 CHECKS		177.80
009078	SITEONE LANDSCAPE SUPPLY HOLDI							
C-122688674-00	CR: DUPLICATE PAYMENT	R	5/01/2023	67.27CR		242588		
I-128500578-001	IRRIGATION SUPPLIES-PRSC	R	5/01/2023	1,395.71		242588		1,328.44
	*** VENDOR TOTALS ***					1 CHECKS		1,328.44
003348	SMITH'S SEWER SERVICE INC							
I-437121	FLOOR DRAIN CLEAN - FD	R	5/01/2023	95.00		242589		95.00
	*** VENDOR TOTALS ***					1 CHECKS		95.00
000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #40	PAY 40-SE CROSSWINDS DR-RISE	E	5/03/2023	3,203.67		007015		
I-119.0975.01B #13	PAY 13-NTHLWN UTILITY IMP-P2	E	5/03/2023	2,793.61		007015		
I-120.0315.01 #27	PAY 27-N ANKENY BLVD LNDSCP IM	E	5/03/2023	8,694.69		007015		
I-120.1005.01 #29	PAY 29-NW36TH ST WDNG/ASH/ANKB	E	5/03/2023	18,725.83		007015		
I-120.1113.01 #26	PAY 26-HTT TRNSMSN/DRNG IMP	E	5/03/2023	19,862.85		007015		
I-121.0695.01 #21	PAY 21-NE DELAWARE RECON/5/18	E	5/03/2023	21,058.49		007015		
I-122.0224.01 #10	PAY 10-CHERRY GLEN PARK BALLFD	E	5/03/2023	2,091.59		007015		
I-123.0135.01 #4	PAY 4-ORALABOR/CRKVV/TRFC SGNL	E	5/03/2023	9,392.75		007015		
I-123.0251.01 #3	PAY 3-DELRRE/SE54TH TRFC SGNL	E	5/03/2023	14,524.20		007015		100,347.68
	*** VENDOR TOTALS ***					1 CHECKS		100,347.68
004119	WILLIAM J FRENCH							
I-19808 A	DIESEL FUEL ADDITIVE	R	5/01/2023	986.52		242590		
I-19808 B	DIESEL FUEL ADDITIVE	R	5/01/2023	2,054.84		242590		3,041.36
	*** VENDOR TOTALS ***					1 CHECKS		3,041.36
009548	SPLASH EXPRESS LLC							
I-35 A	PD CAR WASHES 1/1-3/31/22	R	5/01/2023	448.00		242591		
I-35 B	1/1-3/31/22 CAR WASHES-ENG	R	5/01/2023	8.00		242591		
I-35 C	1/1-3/31/22 CAR WASHES-CD	R	5/01/2023	88.00		242591		
I-43 A	PD CAR WASHES 7/1-9/30/22	R	5/01/2023	759.00		242591		
I-43 B	7/1-9/30/22 CAR WASHES-CD	R	5/01/2023	70.00		242591		
I-44 A	PD CAR WASHES 10/1-12/31/22	R	5/01/2023	578.00		242591		
I-44 B	10/1-12/31/22 CAR WASHES-ENG	R	5/01/2023	8.00		242591		
I-44 C	10/1-12/31/22 CAR WASHES-CD	R	5/01/2023	8.00		242591		1,967.00
	*** VENDOR TOTALS ***					1 CHECKS		1,967.00

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008350	STIVERS FORD							
I-RO 686118/1	#56 REPLACE TRANSMISSION	R	5/01/2023	5,746.08		242592		
I-RO 687724/1	UNIT #94 REPAIRS	R	5/01/2023	225.20		242592		5,971.28
	*** VENDOR TOTALS ***					1 CHECKS		5,971.28
007400	STRYKER SALES CORPORATION							
I-4114535 M	LP15 SERVICE AGREEMENT	R	5/01/2023	2,114.40		242593		2,114.40
	*** VENDOR TOTALS ***					1 CHECKS		2,114.40
005089	SYNERGY CONTRACTING LLC							
I-20109	ANSUL INSPECTION - FS#1	E	5/03/2023	290.00		007036		290.00
	*** VENDOR TOTALS ***					1 CHECKS		290.00
011545	SSCW FIRE & SAFETY INC.							
I-20104	FIRE SUPPRESSION INSPCTN-ACC	E	5/03/2023	290.00		007068		290.00
	*** VENDOR TOTALS ***					1 CHECKS		290.00
000124	SYSCO IOWA INC							
I-339057184	FOOD FOR RESALE - OC	R	5/01/2023	563.95		242594		
I-339061257	FOOD FOR RESALE - OC	R	5/01/2023	163.15		242594		
I-339064370	FOOD FOR REC- ACC	R	5/01/2023	59.54		242594		786.64
	*** VENDOR TOTALS ***					1 CHECKS		786.64
011791	TEAM NEXBELT							
I-338534	STOCK MERCH FOR RESALE-OC	R	5/01/2023	967.05		242595		967.05
	*** VENDOR TOTALS ***					1 CHECKS		967.05
009540	TELEFLEX LLC							
I-9506833488	EMS SUPPLIES - FD	E	5/03/2023	562.50		007062		562.50
	*** VENDOR TOTALS ***					1 CHECKS		562.50
006031	KATIE THIELMAN							
I-2/2/23-3/31/23	2/2/23-3/31/23 MILEAGE	E	5/03/2023	91.70		007045		91.70
	*** VENDOR TOTALS ***					1 CHECKS		91.70
003194	TNT LANDSCAPING & NURSERY							
I-75389	FACILITIES LANDSCAPING	R	5/01/2023	1,285.00		242596		
I-75403/77573	ROTARY TREES	R	5/01/2023	10,000.00		242596		11,285.00
	*** VENDOR TOTALS ***					1 CHECKS		11,285.00
004713	TRANSIT WORKS							
I-150540	MAGNET FIELD RENEWAL - ENG	R	5/01/2023	780.00		242597		780.00
	*** VENDOR TOTALS ***					1 CHECKS		780.00

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000468	TRUCK EQUIPMENT INC							
I-310831	UNIT #228 SEAL KIT	E	5/03/2023	255.81		007009		255.81
	*** VENDOR TOTALS ***					1 CHECKS		255.81
003278	DAVIS EQUIPMENT CORPORATION							
I-JI78195	ROLLER/SPACER - OCM	E	5/03/2023	328.06		007032		
I-WI17487	WIRE CONNECTOR-OCM	E	5/03/2023	182.00		007032		510.06
	*** VENDOR TOTALS ***					1 CHECKS		510.06
011709	RAEGAN WELANDER							
I-03/22/23-04/26/23	3/22/23-4/26/23 YOUTH DANCE	E	5/03/2023	450.00		007088		450.00
	*** VENDOR TOTALS ***					1 CHECKS		450.00
000966	U S BANK							
I-03/23 P-CARD STMT	U S BANK	D	4/24/2023	21,754.17		002203		21,754.17
	*** VENDOR TOTALS ***					1 CHECKS		21,754.17
006209	ULINE INC							
I-161757603	BARRICADE TAPE/FLAGGING-PD	R	5/01/2023	623.37		242598		623.37
	*** VENDOR TOTALS ***					1 CHECKS		623.37
005813	EXECUTIVE SERVICES INC							
I-79404	ENVELOPES - PSB	E	5/03/2023	355.02		007044		
I-79572	ENVELOPES - WTR CUST SVC	E	5/03/2023	167.48		007044		522.50
	*** VENDOR TOTALS ***					1 CHECKS		522.50
010031	ANOVA FURNISHINGS INC							
I-636827	MEMORIAL BENCH-KLINE	R	5/01/2023	1,201.05		242599		
I-636874	MEMORIAL BENCH-FISCH	R	5/01/2023	1,201.05		242599		2,402.10
	*** VENDOR TOTALS ***					1 CHECKS		2,402.10
006789	HD SUPPLY FACILITIES MAINTENAN							
I-317538	NOZZLE - MU	E	5/03/2023	952.21		007048		952.21
	*** VENDOR TOTALS ***					1 CHECKS		952.21
010036	USCC SERVICES LLC							
I-0571734529	04/2023 STATEMENT -KL	R	5/01/2023	811.66		242600		811.66
	*** VENDOR TOTALS ***					1 CHECKS		811.66
000858	V & V MANUFACTURING INC							
I-56814	DETECTIVE BADGE - PD	R	5/01/2023	127.95		242601		127.95
	*** VENDOR TOTALS ***					1 CHECKS		127.95

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 4/20/2023 THRU 5/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010506	ASHLIE VAN HORN							
I-03/03/23-04/28/23	3/3-4/28/23 ZUMBA	E	5/03/2023	246.00		007082		246.00
	*** VENDOR TOTALS ***					1 CHECKS		246.00
001224	VAN METER INDUSTRIAL INC							
I-S012643928.001	LED BOARDS - MU	R	5/01/2023	167.91		242602		167.91
	*** VENDOR TOTALS ***					1 CHECKS		167.91
005012	VAN-WALL EQUIPMENT INC							
I-5829465	RIB BELT - FD	E	5/03/2023	303.60		007035		
I-5851164	UNIT #811 BALL JNT/WSHR/BRKT	E	5/03/2023	109.50		007035		
I-5853900	UNIT #632 BOLT/RIM/WHEEL	E	5/03/2023	231.56		007035		
I-5858065	HYGARD - OCM	E	5/03/2023	52.76		007035		697.42
	*** VENDOR TOTALS ***					1 CHECKS		697.42
002569	WASTE CONNECTIONS INC							
I-3481602T071	04/2023 WASTE SVCS- AMP	R	5/01/2023	44.76		242603		
I-3481603T071	04/2023 WASTE SERVICES-CFAC	R	5/01/2023	179.00		242603		
I-3481606T071	4/1-4/30/23 SVCS - FS#2	R	5/01/2023	59.67		242603		
I-3481607T071	4/1-4/30/23 SVCS - FS#1/ACC	R	5/01/2023	260.70		242603		
I-3481608T071	4/1-4/30/23 SVCS - FS#3	R	5/01/2023	59.67		242603		
I-3481610T071	04/2023 WASTE SVCS -HAWKEYE	R	5/01/2023	44.75		242603		
I-3481611T071	04/2023 WASTE SERVICES-OC	R	5/01/2023	399.79		242603		
I-3481613T071	4/1-4/30/23 SVCS - MAINT FAC	R	5/01/2023	275.79		242603		
I-3481614T071	04/2023 WASTE SVCS - PRSC	R	5/01/2023	238.67		242603		
I-3481615T071	04/2023 SERVICES - PKS MAINT	R	5/01/2023	238.67		242603		
I-3481616T071	4/1-4/30/23 SVCS - PD	R	5/01/2023	59.67		242603		
I-3481617T071	04/01/23-04/30/23 SVCS-PRAC	R	5/01/2023	119.33		242603		
I-3481619T071	4/1-4/30/23 SVCS - PSB	R	5/01/2023	76.56		242603		
I-3481620T071	04/2023 WASTE SVCS-PRSC	R	5/01/2023	119.34		242603		
I-3481621T071	4/1-4/30/23 SVCS - WASTEWATER	R	5/01/2023	91.47		242603		2,267.84
	*** VENDOR TOTALS ***					1 CHECKS		2,267.84
006289	CHRIS WEBER							
I-04/23 SHOES	04/2023 SHOE REIMBURSEMENT	R	5/01/2023	140.00		242604		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
001547	CHARLES WEBSTER							
I-04/2023 GLOVES	04/2023 GLOVES REIMBUREMENT	E	5/03/2023	33.90		007072		33.90
	*** VENDOR TOTALS ***					1 CHECKS		33.90
007822	WEE'S TEES LLC							
I-15054	UNIFORMS - PRSC	R	5/01/2023	941.44		242605		941.44
	*** VENDOR TOTALS ***					1 CHECKS		941.44

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 4/20/2023 THRU 5/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006296	JEFFREY WELLS							
I-02/27/23-03/03/23	2/27-3/3/23 MEAL REIMBSMNT	E	5/03/2023	40.46		007074		40.46
	*** VENDOR TOTALS ***					1 CHECKS		40.46
008456	COLE WHITE							
I-04/2023 SHOES	04/07/23 SHOE REIMBURSMNT	E	5/03/2023	140.00		007076		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
000107	WOODMAN ELECTRICAL CONTRACTORS							
I-1496	HVAC CONTROLS REPAIR-PKS	R	5/01/2023	348.63		242606		348.63
	*** VENDOR TOTALS ***					1 CHECKS		348.63
011414	WRH, INC.							
I-2202-00-1389 #7	PAY 7-WELL NO7/ASR3/WELLPMPCNT	R	5/01/2023	252,487.20		242607		252,487.20
	*** VENDOR TOTALS ***					1 CHECKS		252,487.20
002982	WRIGHT OUTDOOR SOLUTIONS							
I-52192	STUMP GRINDING	R	5/01/2023	5,120.00		242608		5,120.00
	*** VENDOR TOTALS ***					1 CHECKS		5,120.00
002783	ZIEGLER INC							
I-IN000950955	UNIT #255 PARTS	E	5/03/2023	562.33		007029		562.33
	*** VENDOR TOTALS ***					1 CHECKS		562.33
008820	SIOUXLAND TURF PRODUCTS INC							
I-177695	SUMMER FESCUE -PRSC	E	5/03/2023	140.00		007054		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	167	811,688.92	0.00	811,688.92
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	21,754.17	0.00	21,754.17
EFT:	89	649,225.72	0.00	649,225.72
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: APGWB TOTALS:	257	1,482,668.81	0.00	1,482,668.81
BANK: APGWB TOTALS:	257	1,482,668.81	0.00	1,482,668.81
REPORT TOTALS:	257	1,482,668.81	0.00	1,482,668.81

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APGWB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 4/20/2023 THRU 5/03/2023

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the acceptance of proposals from Romtec, Inc. for the purchase and installation of restrooms at Midway Park and the Rally Complex.

EXECUTIVE SUMMARY:

Midway Park and the Rally Complex are approved and funded for construction in 2023 and there is a need for a restroom at each site. The City has selected two (2) owner-supplied, prefabricated ADA compliant restroom units for public use at the parks. The Romtec structures are considered safe, vandalism resistant, and viewed as the most maintenance friendly option. The restrooms are available for purchase and installation from Romtec, Inc. through the Sourcewell competitively bid contract #081721-RMT and the City has an Interlocal cooperative purchasing agreement with Sourcewell that allows for the purchases from its competitively awarded contracts.

FISCAL IMPACT: **No**

The restrooms are approved for purchase and installation in the City's 2023 Capital Improvements Program. The total purchase and installation price for both restrooms is \$606,686.34.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt said RESOLUTION.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The restrooms were reviewed and approved by the Architectural Review Board on April 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Rally Complex Proposal
 Midway Park Proposal
 Rally Complex Concept
 Midway Park Concept

RESOLUTION -

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF PROPOSALS FROM ROMTEC, INC. FOR THE PURCHASE AND INSTALLATION OF RESTROOMS AT MIDWAY PARK AND THE RALLY COMPLEX

WHEREAS, Midway Park and the Rally Complex are approved and funded for construction in 2023 and there is a need for a restroom at each site; and

WHEREAS, the City has selected two (2) owner-supplied, prefabricated ADA compliant restroom units for public use at the parks; and

WHEREAS, the Romtec structures are considered safe, vandalism resistant, and viewed as the most maintenance friendly option; and

WHEREAS, the restrooms are available for purchase and installation from Romtec, Inc. through the Sourcewell competitively bid contract #081721-RMT; and

WHEREAS, the City has an Interlocal cooperative purchasing agreement with Sourcewell that allows for the purchases from its competitively awarded contracts; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa that the proposals from Romtec, Inc. from Sourcewell #081721-RMT, in the total amount of \$606,686.34 for the purchase and installation of two (2) restroom facilities, is hereby authorized and awarded.

Passed and approved the 1st day of May, 2023.

Mark Holm, Mayor

Michelle Yuska, City Clerk



ROMTEC

Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Prairie Trail Complex
Location: Ankeny, Iowa
Date: April 13, 2023



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

Romtec's proposal is for the installation of the **restroom building kit** as defined herein.

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is 2 months. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction no later than **4/1/24**. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than **5/5/23**.
 - b. Any relevant Romtec submittal document(s) approved with Notice to Proceed on Production no later than **6/1/23**.
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than **3/1/24**.
 - d. Romtec site delivery/mobilization to begin no later than **4/1/24**.

Note: Any changes to this schedule caused by others or outside of Romtec's control will result in price changes.

2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
 2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
6. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage **NOT** required.
 2. Compliance with Davis Bacon Act **NOT** required.

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
 - a. Romtec provides the SSDIS in Romtec's standard electronic submittal format.
 - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
 - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production
 - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
 - b. The customer's approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
 - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set
 - a. After the customer has approved the SSDIS, Romtec will provide the customer with the Full Sealed Plan Set for review by the local building department (or relevant permitting authority).
 - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 - c. Romtec's standard plan size is 11"x17".
5. The local building department reviews and comments on the Romtec plans
 - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
6. The local building department approves the revised Romtec plans
 - a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation
 - a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
 - b. Romtec Installer completes installation.
 - c. Romtec's warranty period begins.

2. Structure

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU
 - a. Exterior walls will be constructed of smooth-face, mortar joint, concrete masonry units (concrete blocks).
 - b. Block color will be **gray**.
2. Exterior finish is painted fiber cement lap siding and thin-brick stone veneer wainscot.
3. Interior Restroom and Storage Room wall finish shall be latex epoxy paint in **SW6140 Moderate White**.
4. Interior floor finish will be sealed concrete.
5. Sanitary cove base on interior walls in **White**.
6. Steel frame, wire weave wall vents.
 - a. Painted **black**.
7. Doors, frames and hardware.
 - a. Doors and frames to be painted **black**.
 - b. Stainless steel, ball bearing hinges.
 - c. Heavy duty door closers.
 - d. Interconnected lever/deadbolt locks with occupancy indicators.
 - e. Magnetic locking system.
8. Roofing materials
 - a. Glulam post and beam system.
 - b. 2x6 T&G decking ceiling finish.
 - c. Glulam post and beam roof extension.
 - d. Roofing shall be Fabral Horizon 16, 26-gauge, standing seam metal roofing panels.

*Note: Roofing color shall be selected by the **owner** from the manufacturer's standard color chart.*

3. Restroom and Plumbing Fixtures

The following fixtures will be supplied by Romtec:

1. Floor mount, top supply, low flow china toilets with manual lever chrome flush valves.
2. Wall mount, china sinks with single push button chrome faucets.
3. 18" x 36" mirrors.
4. Wall mount, stainless steel napkin disposal.
5. Wall mount, stainless steel, automatic sensor soap dispensers.
6. Surface mount plastic diaper decks in **gray**.
7. Freestanding 21-gallon trash cans (no lid).
8. Stainless steel grab bars.
9. Hose reel and hose bib for Mech room.
10. Restroom signage.
11. Stainless steel, non-refrigerated bi-level drinking fountains with bottle filler and stainless-steel grab bars.

4. Electrical Fixtures

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
 - a. Wall mount LED light pack fixtures.
 - b. Controlled by photocell.
2. Interior lighting
 - a. Ceiling mount, 48" LED light fixtures.
 - b. Restroom lights controlled by motion sensor.
 - c. Mech room lights controlled by wall switch.
3. 2.5kW, 20-gallon electric water heater.
4. Wall mount, thin-air electric hand dryers.
5. Heat tape for Mech room plumbing.
6. Main breaker panel sized for the building components.

- a. 200 amp, single-phase, indoor.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 - 1. Equipment for excavation of foundation and slab.
 - 2. Installation of forming material for foundation and slab.
 - 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 - 4. Backfill of Romtec underground utilities.
 - 5. Placement of rebar.
 - 6. Pouring of foundation slab.
- ii. Masonry Walls
 - 1. Installation of CMU block
 - 2. Placement of door frames, windows, and vents within CMU walls (if applicable)
 - 3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
 - 1. Carpenters' installation of roof framing
 - 2. Installation of roofing underlayment
 - 3. Installation of roofing system
- iv. Interior Finish
 - 1. Painting of interior walls
 - 2. Placement of cove base tile (if applicable)
 - 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
 - 1. Installation of drain and vent lines
 - 2. Installation of water lines
 - 3. Installation of main breaker panel(s)
- vi. Doors and Hardware
 - 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
 - 1. Installation of plumbing fixtures
 - 2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. **Building Pad**

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. **Soil Disposal**

Romtec is not disposing of any soils from the site.

3. **Surveying and Staking**

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Utilities (All Structures)

1. **Site Utilities**

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. **Electrical Transformers**

Romtec is excluding the supply and installation of any required electrical transformers. Any required electrical transformers must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. **Electrical Junction Box**

Romtec is excluding the supply of any required external electrical junction box associated with the Romtec building(s). Any required external junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. **Other Electrical**

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

3. Site Concrete and Landscaping (All Structures)

1. **Sidewalks and Sidewalk Approaches**

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. Landscaping

Romtec is excluding the supply and installation of any landscaping.

4. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:
 1. All Permits related to construction and installation of Romtec Building
 2. Bonding (unless otherwise stated)
 3. Storm water and/or pollution prevention plans
 4. Erosion control plans
 5. Site specific safety plans
 6. Site specific protection plans
 7. Tree protection plans
 8. Site preparation per geotechnical report
 9. Backfill required for all structures
 10. Additional licenses, except for a City Business License (if required)
 11. Special inspection services
 12. Rock excavation
 13. Demolition of existing structures
 14. Removal of excavated materials
 15. Site grading or asphalt paving
 16. Masonry pavers
 17. Booster pumps &/or pressure reducing valves
 18. Backflow check valves
 19. Fire alarm & fire suppression equipment
 20. Irrigation Equipment
 21. Gutters and downspouts
 22. Lighting equipment not attached to the building
 23. Electrical transformer(s), external electrical junction box(es), meter(s)/meter base(s)
 24. Landscaping
 25. Site plans
 26. Sidewalks
 27. Construction mock-ups
 28. Construction fencing
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
5. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

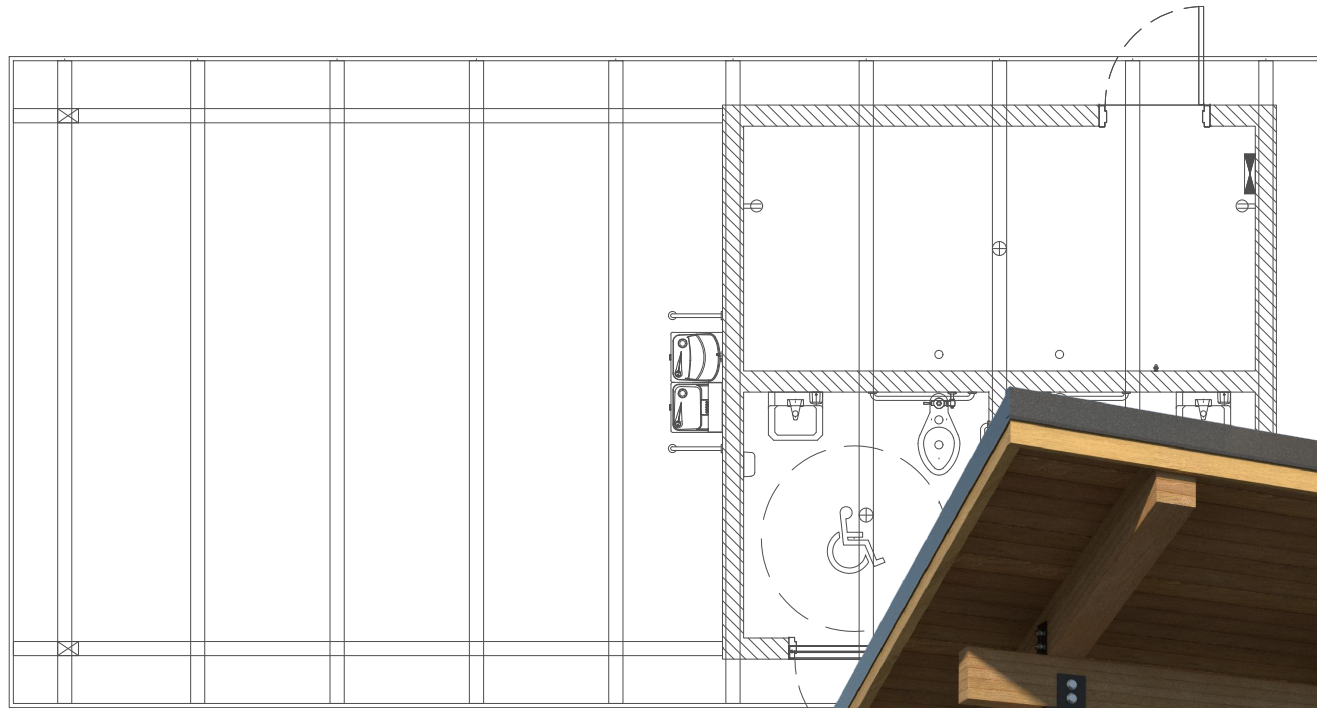
4. Warranty and Limitations

1. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

2. Disclaimers

1. Stone and mineral products such as tile, stone veneer, and concrete will all show surface cracks over time due to multiple factors, including building settling, wall movement, environmental conditions, and maintenance/upkeep (or lack thereof). Romtec cannot guarantee that stone products in the building will not eventually crack. Repairing of cracks in stone products is a maintenance issue, not a warranty issue. In other words, stone products in the building may eventually crack, and repair of these cracks is not covered under the Romtec warranty.
2. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
3. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.



ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803



PRAIRIE TRAIL SPORTS COMPLEX

ANKENY, IOWA

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

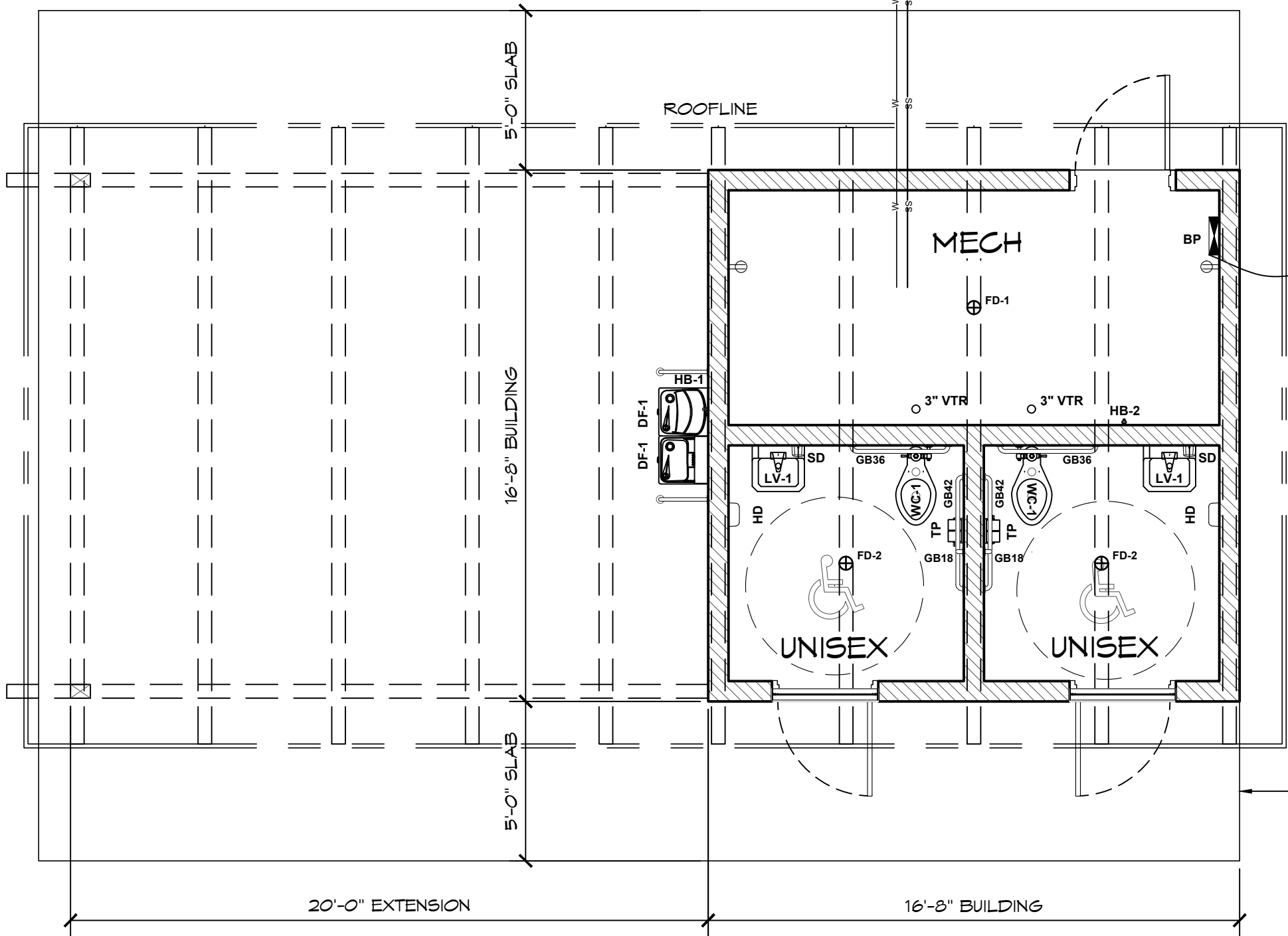
WATER SERVICE INTO BUILDING CONFIRMED BY OWNER

TO SANITARY SEWER SYSTEM CONFIRMED BY OWNER

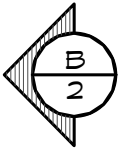
WALL TYPE SCHEDULE

8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	GABLE VENT	2
	EXTERIOR WALL LIGHTS	3
	INTERIOR CEILING LIGHTS	3
	FLOOR DRAIN	3
	ELECTRICAL OUTLET	2



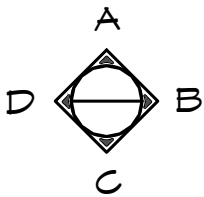
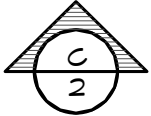
UNDERGROUND ELECTRICAL SERVICE VERIFY REQUIREMENTS FOR TYING INTO SERVICE UTILITY EQUIPMENT CONFIRMED BY OWNER



CONCRETE WALK BY INSTALLER

1 FLOOR PLAN

SCALE: 1/4" = 1'-0"



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PROJECT: CITY OF ANKENY
PRAIRIE TRAIL SPORTS COMPLEX - RESTROOM
ANKENY, IOWA

PROJECT#: 1979

DATE: 2/22/2023

REVISIONS

REV.	DATE:	BY:

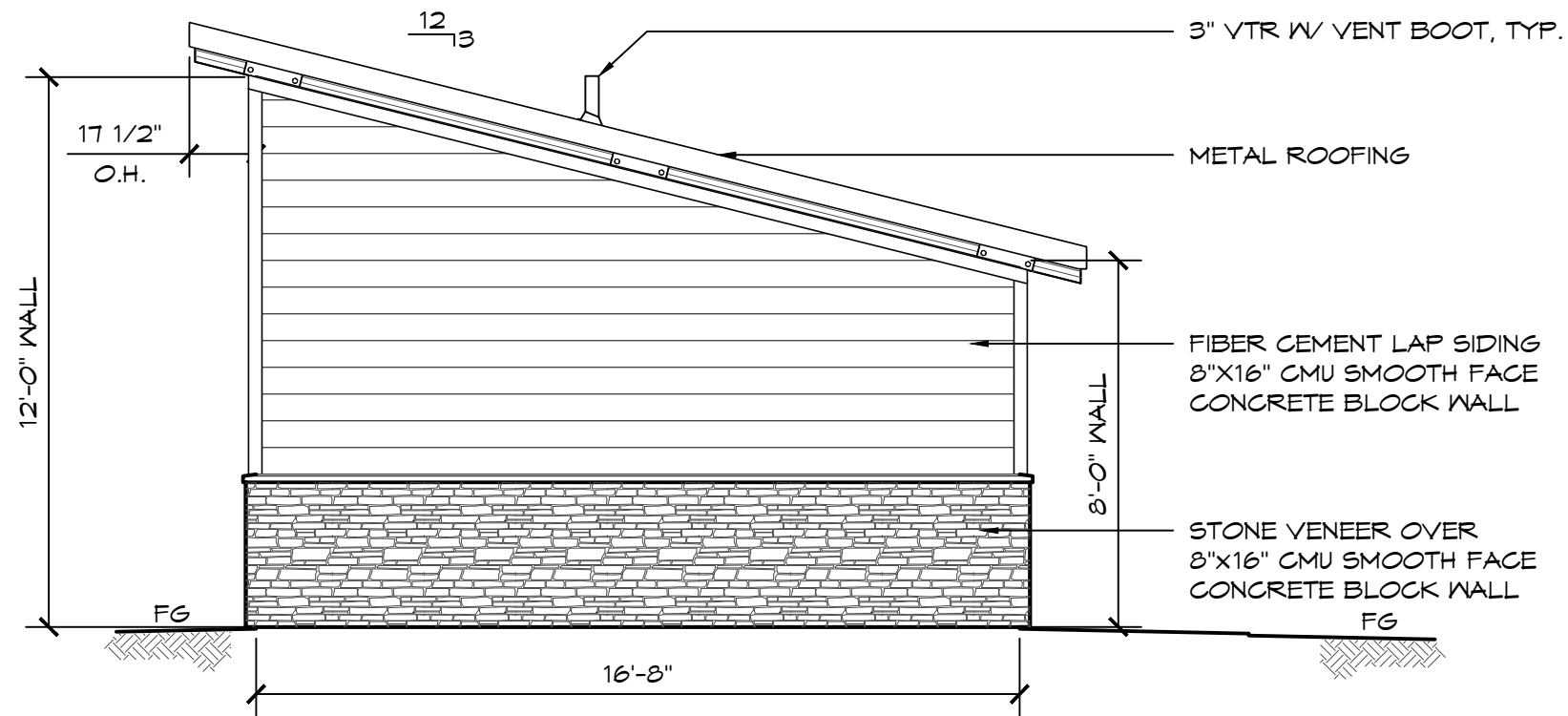
DRAWN BY: JRM

SHEET NO. 01

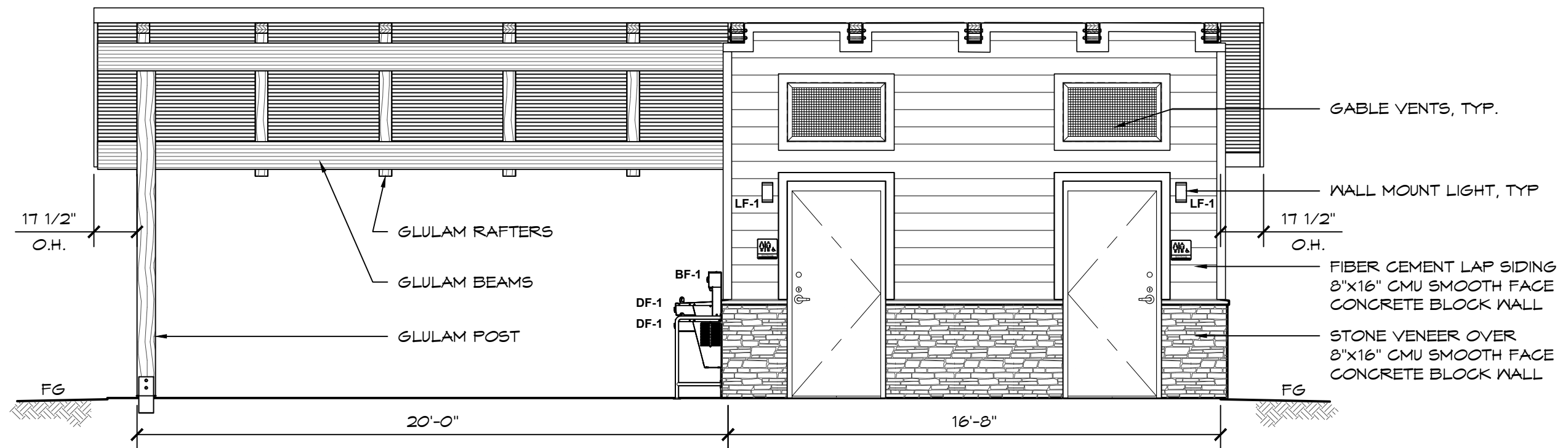
ROMTEC

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(541) 496-3541 FAX (541) 496-0803

PRELIMINARY



B ELEVATION VIEW
SCALE: 1/4" = 1'-0"



C ELEVATION VIEW
SCALE: 1/4" = 1'-0"

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

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PROJECT: CITY OF ANKENY
PRAIRIE TRAIL SPORTS COMPLEX - RESTROOM
ANKENY, IOWA

SHEET TITLE: ELEVATION VIEW

PROJECT#: 1979

DATE: 2/22/2023

REVISIONS

REV. DATE BY

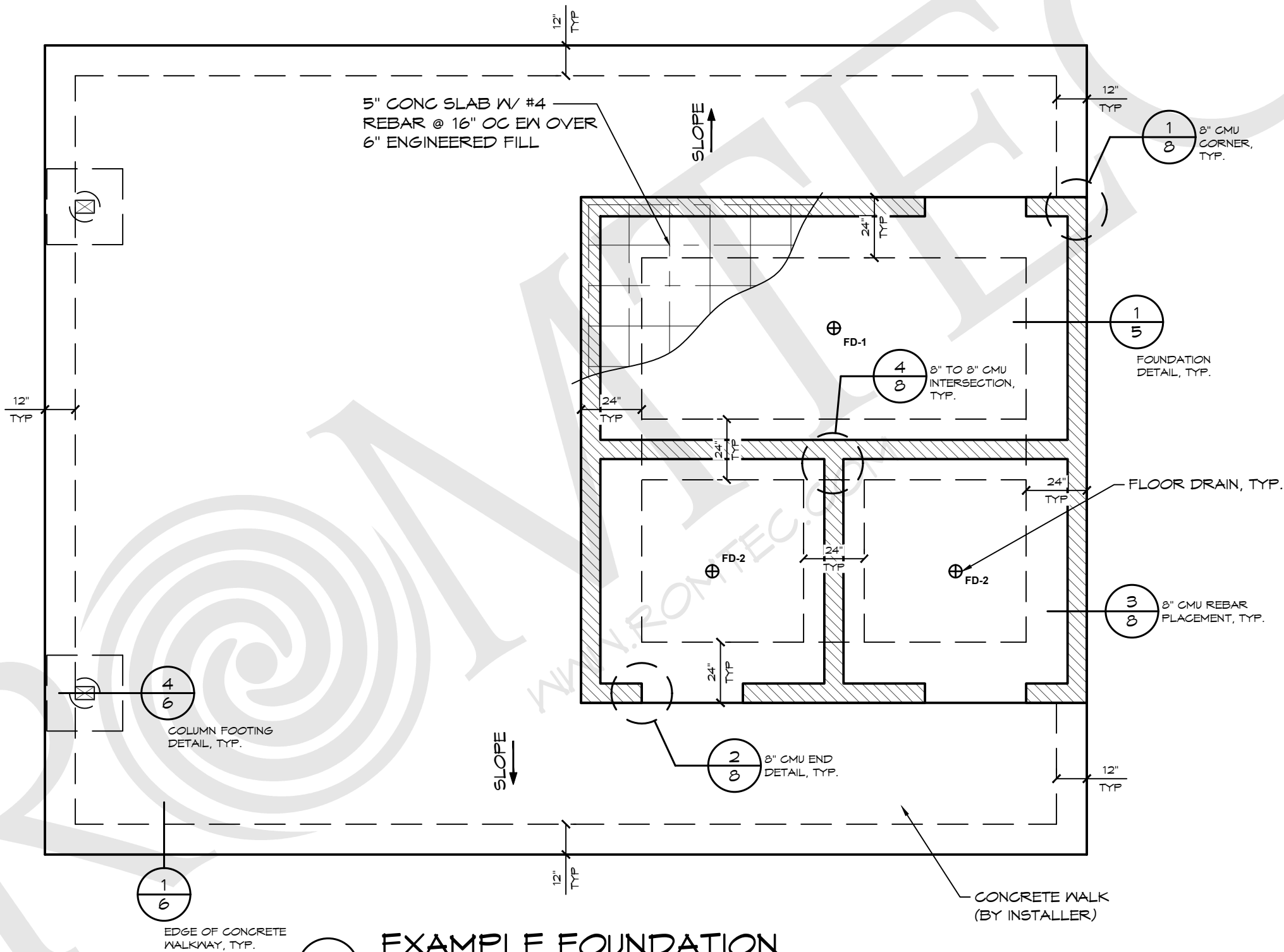
DRAWN BY: JRM

SHEET NO.

02

FOUNDATION DESIGN SHOWN HERE IS PRELIMINARY AND SUBJECT TO CHANGE. FINAL FOUNDATION DESIGN TO BE DETERMINED DURING THE FORTHCOMING FULL DESIGN PHASE FOR THE BUILDING. ANY INCREASED COSTS OR TIME NEEDED TO CONSTRUCT THE FINAL FOUNDATION DESIGN IS BETWEEN THE END OWNER AND THE BUILDING INSTALLER

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



1 EXAMPLE FOUNDATION
SCALE: 1/4" = 1'-0"



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PROJECT:
CITY OF ANKENY
PRAIRIE TRAIL SPORTS COMPLEX - RESTROOM
ANKENY, IOWA

PROJECT#: 1979

DATE: 2/22/2023

REVISIONS

REV.	DATE:	BY:

DRAWN BY: JRM

SHEET NO. 4

SEE FLOOR PLAN FOR EXTERIOR WALL
LOCATIONS, SHEET 4



SCALE: 1" = 1'-0"

- * WHEN USING EITHER STEM WALL OPTION RECESS STEM WALL THE THICKNESS OF SLAB AT DOOR THRESHOLD
- * PRIVACY WALLS SHALL HAVE A 30" WIDE x 12" DEEP FOOTING
- * CMU STEM WALL OPTION, CMU BLOCK IS BY INSTALLER
- * VERTICAL REBAR IN SLAB/STEM WALL TO MATCH VERTICAL WALL REINFORCEMENT LAP PER WALL SCHEDULE

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CITY OF ANKENY
PRAIRIE TRAIL SPORTS COMPLEX - RESTROOM
ANKENY, IOWA

PROJECT#: 1979

DATE: 2/22/2023

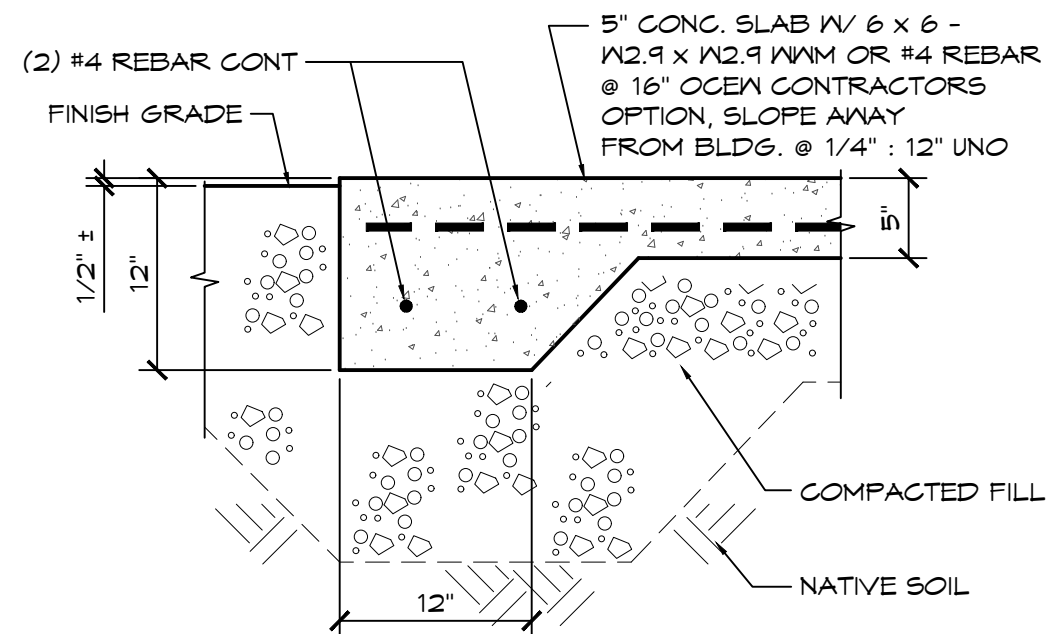
REVISIONS

REV.	DATE:	BY
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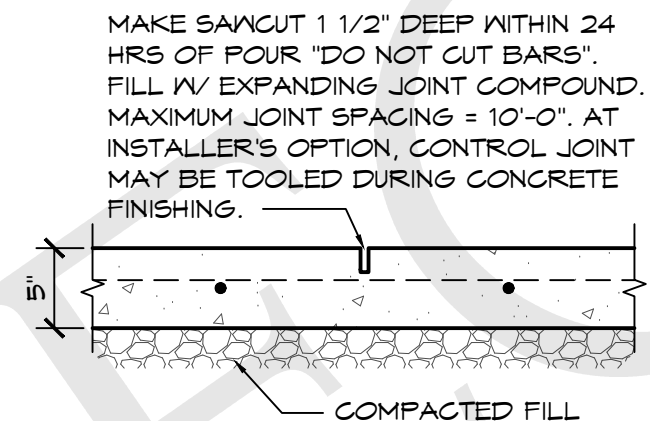
DRAWN BY: JRM

SHEET NO.

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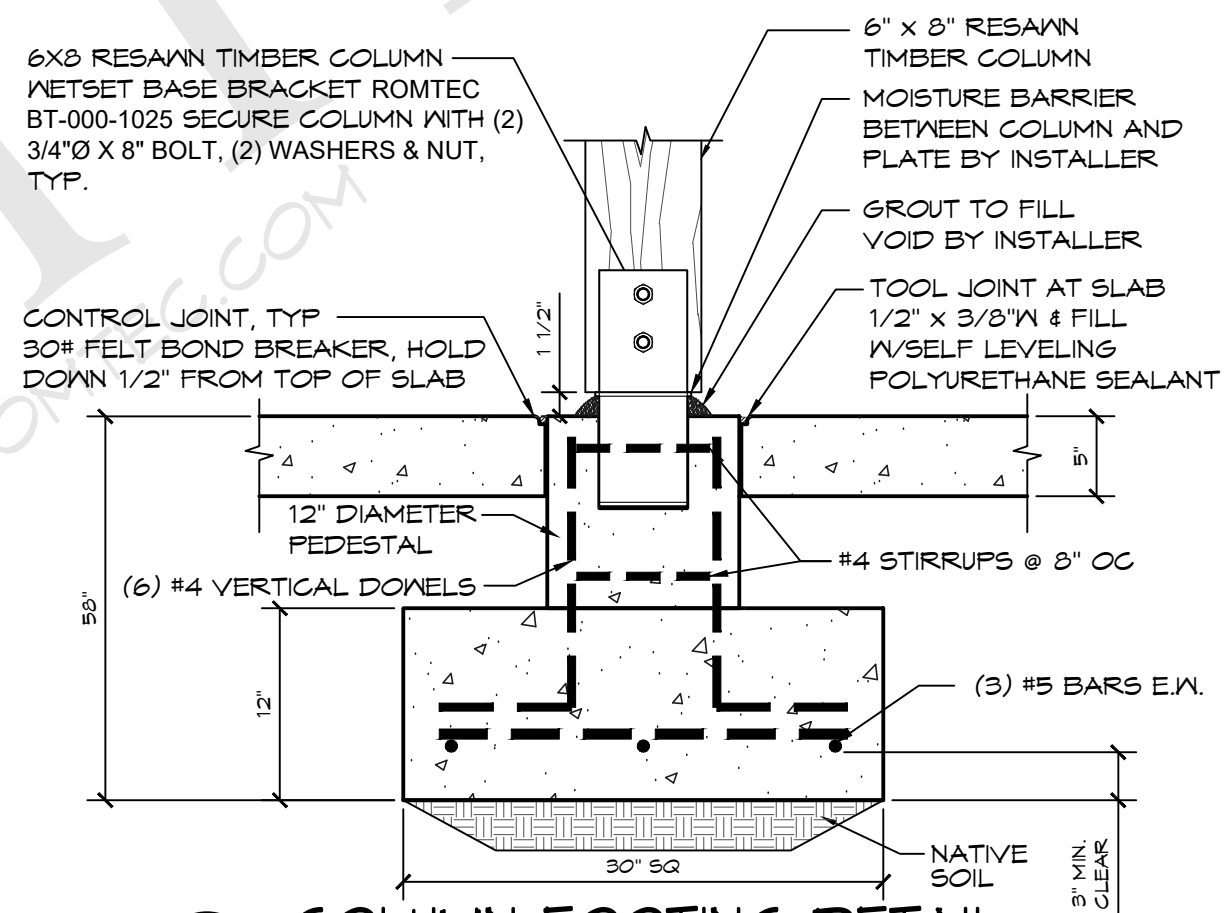


1 EDGE OF CONC. WALKWAY
SCALE: 1" = 1'-0"



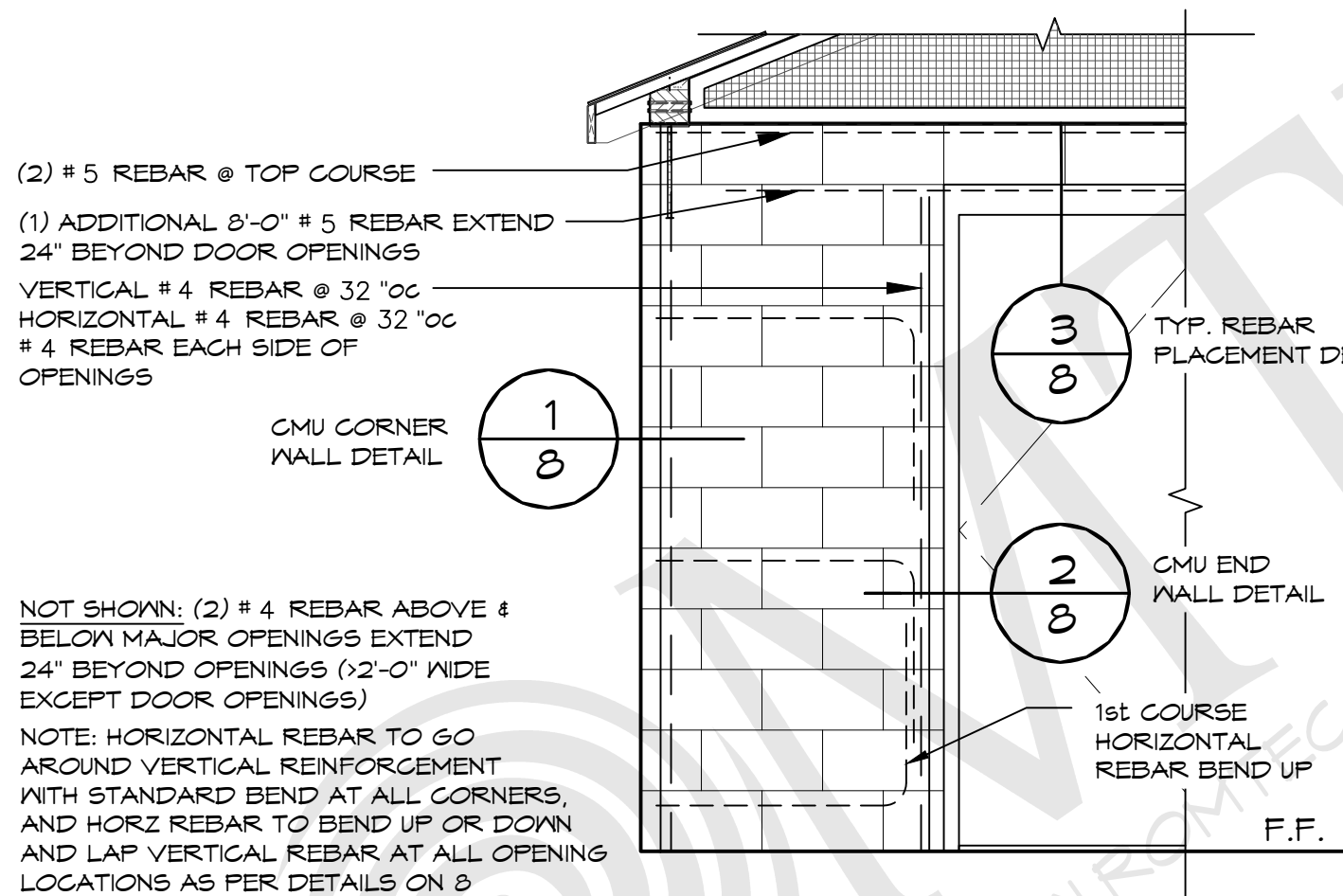
2 SAWCUT JOINT

SCALE: 1" = 1'-0"



4 COLUMN FOOTING DETAIL

SCALE: 1" = 1'-0"



CMU REBAR SCHEDULE		
REBAR	MIN. LAP	BEND DIAMETER
#4	24"	3" MIN.
#5	30"	3-3/4" MIN.

CMU REBAR NOTES:
 - BENDS: MIN. INSIDE BEND DIAMETER SHALL BE NOT LESS THAN 6d AS PER TMS 402-16 SECTION 6.1.8.2
 - SPLICES: LAP SPLICES ARE PERMITTED AS PER TMS 402-16 SECTION 6.1.6.1.1

PIPES INSTALLED THROUGH CMU WALL NOTES:
 - SUPPLY: THE FIXTURE SUPPLY LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE AND THE PORTION OF PIPE LOCATED IN CMU WALL SHALL BE WRAPPED WITH 10MIL BLACK TAPE
 - WASTE PIPE: THE FIXTURE WASTE LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE.

1 CMU REBAR LAYOUT DETAIL
SCALE: 1/2" = 1'-0"

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PROJECT:
CITY OF ANKENY
PRAIRIE TRAIL SPORTS COMPLEX - RESTROOM
ANKENY, IOWA

SHEET TITLE: EXAMPLE FOUNDATION DETAILS

PROJECT#: 1979

DATE: 2/22/2023

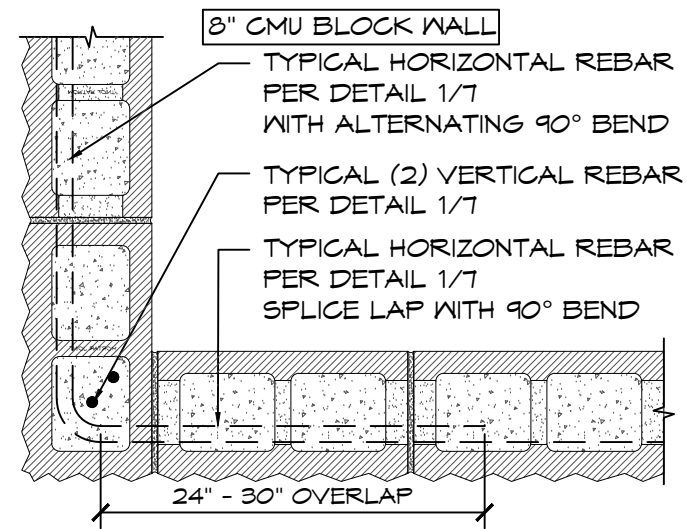
REVISIONS

REV.	DATE:	BY:

DRAWN BY: JRM

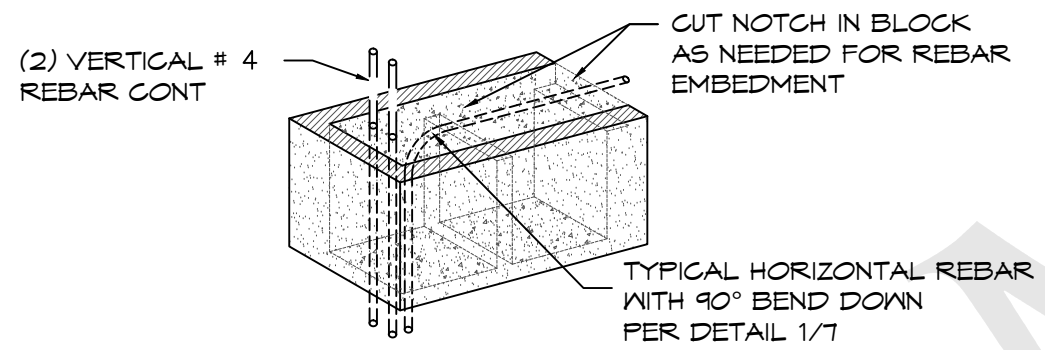
SHEET NO.

7



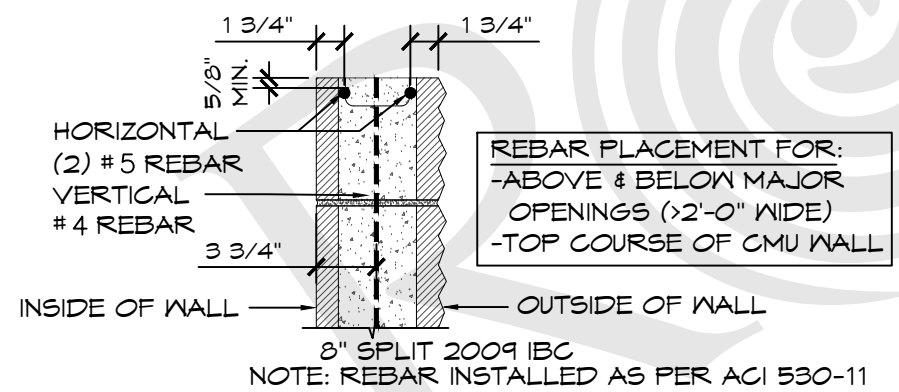
**MORTAR JOINT
CMU CORNER DETAIL**

1
SCALE: 1" = 1'-0"



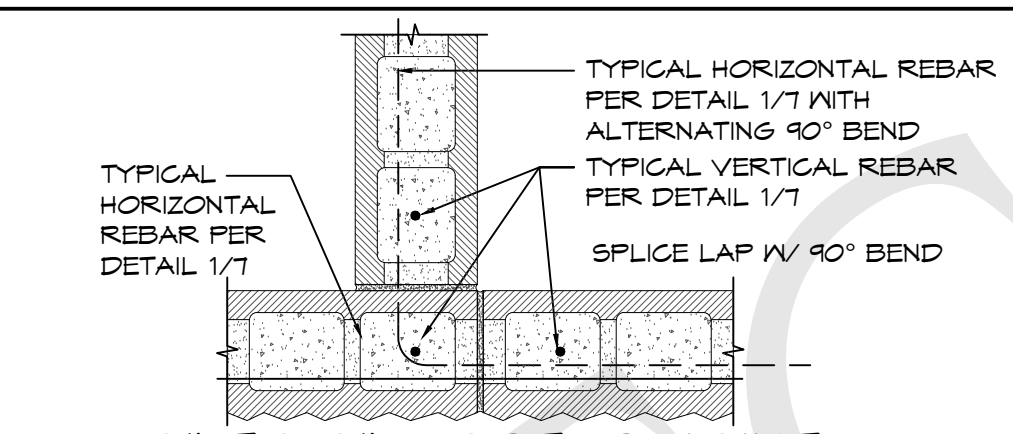
**MORTAR JOINT
CMU WALL END DETAIL**

2
SCALE: 1" = 1'-0"



8" CMU REBAR PLACEMENT

3
SCALE: 1" = 1'-0"



**8" TO 8" MORTAR JOINT
CMU INTERSECTION DETAIL**

4
SCALE: 1" = 1'-0"

ROMTEC

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PROJECT:
CITY OF ANKENY
PRAIRIE TRAIL SPORTS COMPLEX - RESTROOM
ANKENY, IOWA

PROJECT#:
1979

DATE:
2/22/2023

REVISIONS

REV. DATE BY

DRAWN BY:
JRM

SHEET NO.

8



18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Date

4/13/2023

PROPOSAL/PO**#081721-RMT****Prairie Trail Sports Complex**

Customer: City of Ankeny
Nick Lenox
220 West First St
Ankeny IA, 50023



Quantity	Building Proposal Description	Extended Price
1	Prairie Trail Sports Complex: Romtec Structure (Model 2024 + 3013 w/options)- "Building Supply ONLY" per Preliminary Romtec Drawings and Scope of Supply & Services dated 4/13/23.	\$ 154,748.76
Sourcewell DISCOUNT: Available only to members of Sourcewell.		6.00% \$ (9,284.93)
Freight & Packaging to: Ankeny IA, 50023		\$ 9,612.00
Prairie Trail: Romtec Building Installation per Scope of Supply and Services dated 4-13-23		\$ 172,239.73
ROMTEC INC. PURCHASE ORDER TOTAL		\$ 327,315.56

***Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.**

***This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.**

***Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.**

*Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

*This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

*All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.

*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

*Shipping prices are estimates only and are subject to change without notice.

*Quote based on standard design averages, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soil Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

*Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

*Romtec's standard insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverage for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

***The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Customer & Project Information request as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.**

Customer/Owner Authorized Signature

Date

Romtec Inc. Authorized Signature

Date

Customer/Owner Printed Name

Romtec Inc. Printed Name

Customer/Owner Company



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit Terms

Upon execution of the Purchase Order agreement, if Customer is not pre-paying 100% of the contract value, Customer shall provide a completed credit application (subject to Romtec's approval) and, if applicable, evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequently at Romtec's discretion if new information or conditions warrant such modification.

Payment Terms

To be established by Romtec's accounting department after receipt of Customer's credit application.

Deviation From Payment

Time is of the essence with respect to Customer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Customer and other parties, or failure by other parties to pay Customer or perform any agreement with Customer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Customer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, ROMTEC will withhold all warranty service until the account is fully paid and in good standing. This does not in any way toll the warranty period.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Customer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Customer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal requested or required by Customer for any reason after formal submittal approval shall be performed by ROMTEC at Customer's expense, as follows: (i) Customer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Customer's description, ROMTEC shall provide to Customer a written price quote for the modifications requested; (iii) Customer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed so that ROMTEC cannot produce and deliver the goods within six months from the date the purchase order is signed, Customer agrees to reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered. Customer also agrees to immediately pay any expenses related to any Customer authorized procurement or production of items. Additionally, Customer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Customer by reason of such delay, when such delay is beyond ROMTEC's control. Romtec is liable for delivery delays or for risk of loss or damage only while goods are in Romtec's possession. Unless otherwise stated herein, all goods are shipped FOB Roseburg, Oregon (FCA Roseburg, Oregon, for international orders). If goods are at any time shipped by, delivered to, or in the possession of others, the following delivery and handling terms apply:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains and defines ROMTEC's complete offering of its products and services (as applicable). The Scope of Supply & Design Submittal also defines ROMTEC's Limited One Year Warranty. Warranty terms available prior to the submission of the Scope of Supply & Design Submittal upon request.

Terms of Shipment & Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Customer is ready to deliver the goods to the Customer, the Customer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Customer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Customer agrees to pay ROMTEC under the agreed payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the Customer. Further, ROMTEC may at its sole discretion invoice the Customer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Customer may be canceled by ROMTEC and the goods returned to ROMTEC at ROMTEC's discretion. Any costs or other issues arising from the Customer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Customer. The Customer agrees to pay for the complete shipping cost if ROMTEC elects to allow the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Customer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Customer shall reimburse all expenses related to any Customer authorized procurement or production of items prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Customer indicate approval of its supply offering by executing the approval signature page of the Scope of Supply & Design Submittal document and/or a formal Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package(s), the Customer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Legal Proceedings

If Customer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Customer agrees to pay the reasonable attorney fees and other costs of such collection, regardless of whether litigation is actually commenced.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and during any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding Effect

This Purchase Order agreement shall be effective and in force only when signed by Customer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. All parties agree that they have had sufficient opportunity to negotiate these terms and have them reviewed by their counsel of choice. The parties agree that no legal interpretation of these terms should be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Force Majeure

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.



ROMTEC

Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Des Moines St Park
Location: Ankeny, IA
Date: April 13, 2023



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

Romtec's proposal is for the installation of the **restroom building kit** as defined herein.

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is 2 months. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by **9/1/2023**. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than **5/5/23**.
 - b. Any relevant Romtec submittal document(s) approved with Notice to Proceed on Production no later than **6/1/23**.
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than **8/1/23**.
 - d. Romtec site delivery/mobilization to begin as early as **9/1/23** and no later than **9/29/2023**

Note: Any changes to this schedule caused by others or outside of Romtec's control will result in price changes.

2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
 2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
6. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage **NOT** required.
 2. Compliance with Davis Bacon Act **NOT** required.

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
 - a. Romtec provides the SSDIS in Romtec's standard electronic submittal format.
 - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
 - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production
 - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
 - b. The customer's approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
 - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set
 - a. After the customer has approved the SSDIS, Romtec will provide the customer with the Full Sealed Plan Set for review by the local building department (or relevant permitting authority).
 - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 - c. Romtec's standard plan size is 11"x17".
5. The local building department reviews and comments on the Romtec plans
 - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
6. The local building department approves the revised Romtec plans
 - a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation
 - a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
 - b. Romtec Installer completes installation.
 - c. Romtec's warranty period begins.

2. Structure

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU
 - a. Exterior walls will be constructed of smooth-face, mortar joint, concrete masonry units (concrete blocks).
 - b. Block color will be **gray**.
2. Exterior finish shall be fiber cement lap siding with thin brick veneer accent siding.
3. Interior wall finish shall be latex epoxy paint in **SW6140 Moderate White**.
4. Interior floor finish will be sealed concrete.
5. Sanitary tile cove base on interior walls in **White**.
6. Wire weave gable vent.
 - a. Vent is powder coated standard **black**.
7. Doors, frames and hardware.
 - a. Doors/frames are powder coated standard **black**.
 - b. Stainless steel, ball bearing hinges.
 - c. Heavy duty door closers.
 - d. Grade 2, lever lock with latch guard located on the mechanical room door.
 - e. Restroom door to have interconnected lock with occupancy indicator and one-way deadbolt lock.
 - f. Restroom door to have magnetic locking system.
8. Roofing materials
 - a. Glulam beams.
 - b. 2x6 tongue and groove decking.
 - c. Single slope roof extension with glulam beams and posts.
 - d. All steel components are powder coated standard **black**.
 - e. Roofing shall be Fabral, 26-gauge, Horizon 16 standing seam roof panels.

*Note: Roofing color shall be selected by the **owner** from the manufacturer's standard color chart.*

3. Restroom and Plumbing Fixtures

The following fixtures will be supplied by Romtec:

1. Wall mount, china toilet with manual lever chrome flush valve.
2. Wall mount, china sink with single push button faucet.
3. Wall mount, stainless steel grab bars.
4. Free-standing, stainless steel, 21-gallon waste receptacle with no lid.
5. Surface mount, 18" x 36" mirror with stainless steel frame.
6. Wall mount, stainless steel napkin disposal.
7. Wall mount, stainless steel automatic soap dispensers.
8. Surface mount, diaper deck.
9. Restroom signage.
10. Surface mount, stainless steel, bi-level drinking fountain with bottle filler and stainless steel guard rails.

4. Electrical Fixtures

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
 - a. Wall mount, LED wall pack light fixtures with built-in photocell.
2. Interior lighting
 - a. 48" ceiling mount LED light fixtures.
 - b. Restroom light controlled by motion sensor.
 - c. Mechanical room light controlled by wall switch.
3. Electric tank, 20-gallon water heater.
4. Heat tape for plumbing freeze protection.
5. Wall mount, thin air hand dryer.
6. Main breaker panel sized for the building components.

- a. 200 amp, single-phase, indoor.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 - 1. Equipment for excavation of foundation and slab.
 - 2. Installation of forming material for foundation and slab.
 - 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 - 4. Backfill of Romtec underground utilities.
 - 5. Placement of rebar.
 - 6. Pouring of foundation slab.
- ii. Masonry Walls
 - 1. Installation of CMU block
 - 2. Placement of door frames, windows, and vents within CMU walls (if applicable)
 - 3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
 - 1. Carpenters' installation of roof framing
 - 2. Installation of roofing underlayment
 - 3. Installation of roofing system
- iv. Interior Finish
 - 1. Painting of interior walls
 - 2. Placement of cove base tile (if applicable)
 - 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
 - 1. Installation of drain and vent lines
 - 2. Installation of water lines
 - 3. Installation of main breaker panel(s)
- vi. Doors and Hardware
 - 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
 - 1. Installation of plumbing fixtures
 - 2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. **Soil Disposal**

Romtec is not disposing of any soils from the site.

3. **Surveying and Staking**

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Utilities (All Structures)

1. **Site Utilities**

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. **Electrical Transformers**

Romtec is excluding the supply and installation of any required electrical transformers. Any required electrical transformers must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. **Electrical Junction Box**

Romtec is excluding the supply of the electrical junction box associated with the Romtec building(s). The junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. **Other Electrical**

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

3. Site Concrete and Landscaping (All Structures)

1. **Sidewalks and Sidewalk Approaches**

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. **Landscaping**

Romtec is excluding the supply and installation of any landscaping.

4. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.

2. The following items will be supplied by **others** if applicable:

- | | |
|--|--|
| 1. All Permits related to construction and installation of Romtec Building | 6. Site specific protection plans |
| 2. Bonding (unless otherwise stated) | 7. Tree protection plans |
| 3. Storm water and/or pollution prevention plans | 8. Site preparation per geotechnical report |
| 4. Erosion control plans | 9. Backfill required for all structures |
| 5. Site specific safety plans | 10. Licensees except for the City Business License |

11. Special inspection services
 12. Rock excavation
 13. Demolition of existing structures
 14. Removal of excavated materials
 15. Site grading or asphalt paving
 16. Masonry pavers
 17. Booster pumps &/or pressure reducing valves
 18. Backflow check valves
 19. Fire alarm & fire suppression equipment
 20. Irrigation Equipment
 21. Gutters and downspouts
 22. Lighting equipment not attached to the building
 23. Electrical transformer(s), external electrical junction box(es), meter(s)/meter base(s)
 24. Landscaping
 25. Plumbing freeze protection
 26. Site plans
 27. Sidewalks
 28. Construction mock-ups
 29. Construction fencing
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
 4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
 5. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

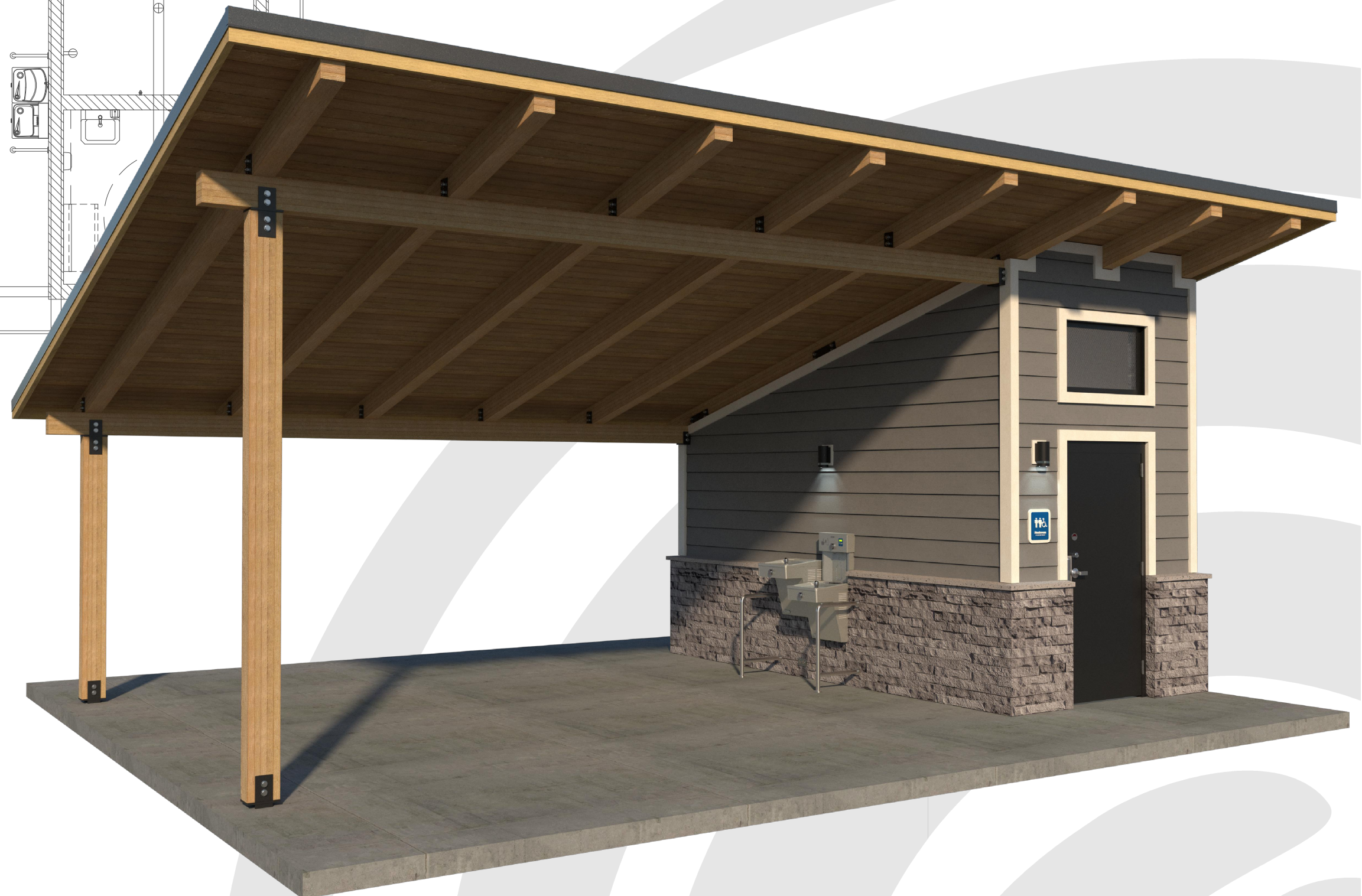
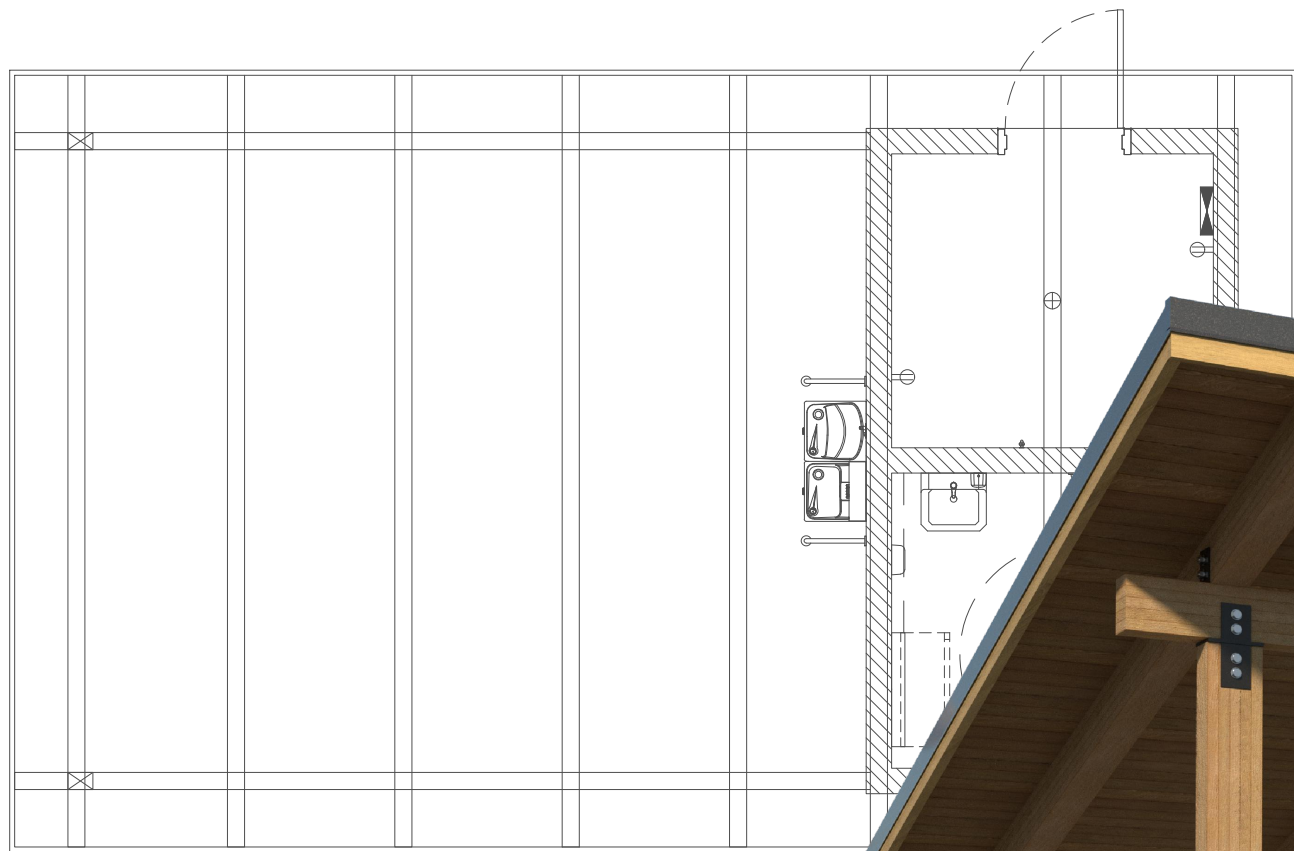
4. Warranty and Limitations

1. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

2. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.



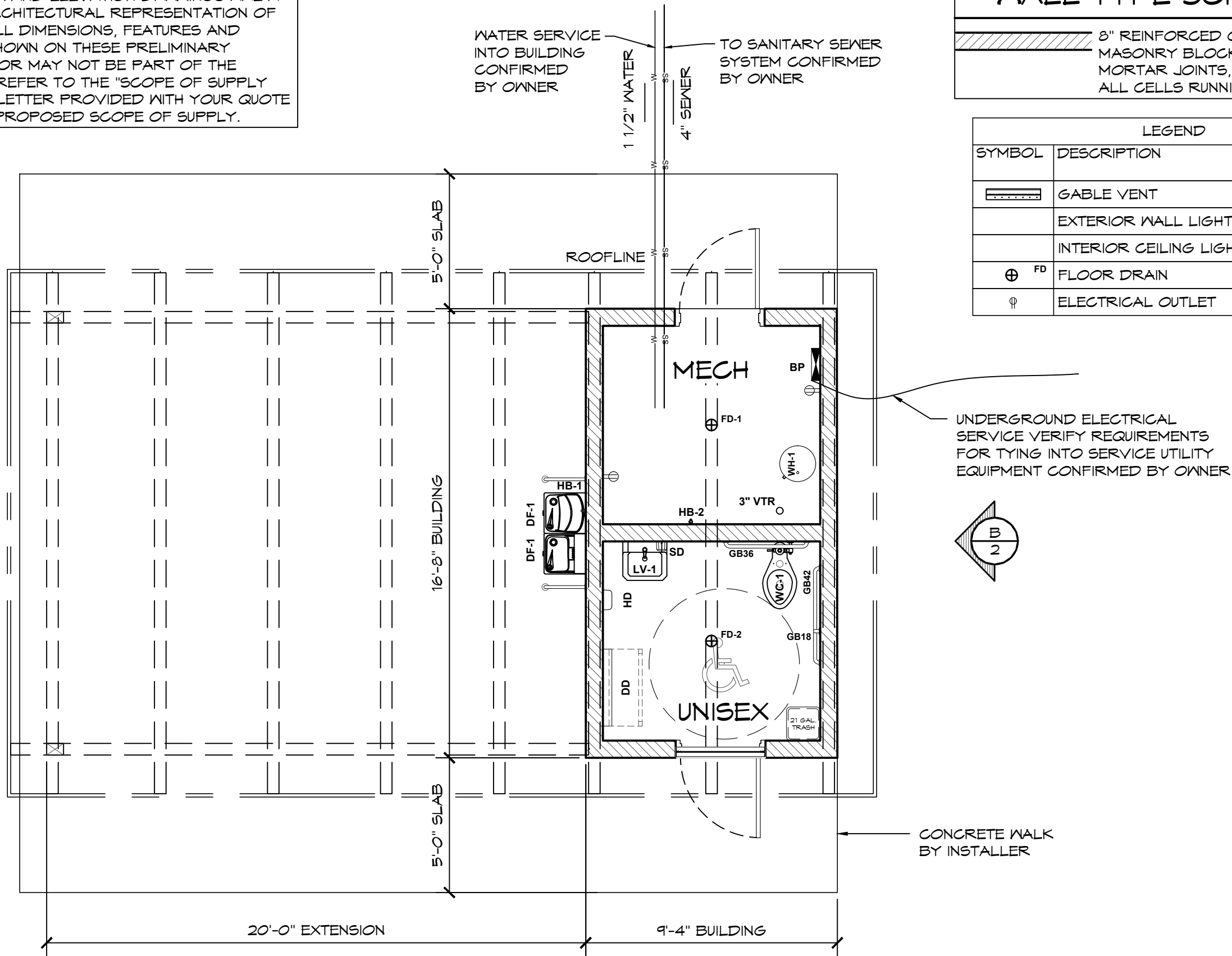
ROMTEC

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(541) 496-3541 FAX (541) 496-0803



DES MOINES ST PARK
ANKENY, IOWA

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



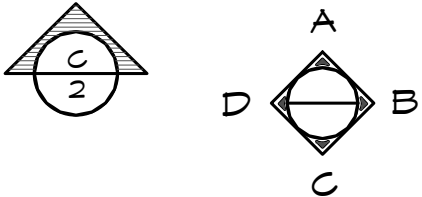
WALL TYPE SCHEDULE

	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.
--	---

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	GABLE VENT	1
	EXTERIOR WALL LIGHTS	2
	INTERIOR CEILING LIGHTS	2
	FLOOR DRAIN	2
	ELECTRICAL OUTLET	2

1 FLOOR PLAN

SCALE: 1/4" = 1'-0"



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PROJECT:
CITY OF ANKENY
DES MOINES ST PARK - RESTROOM
ANKENY, IOWA

PROJECT#:
1982

DATE:
3/23/2023

REVISIONS

REV. DATE BY

DRAWN BY:
JRM

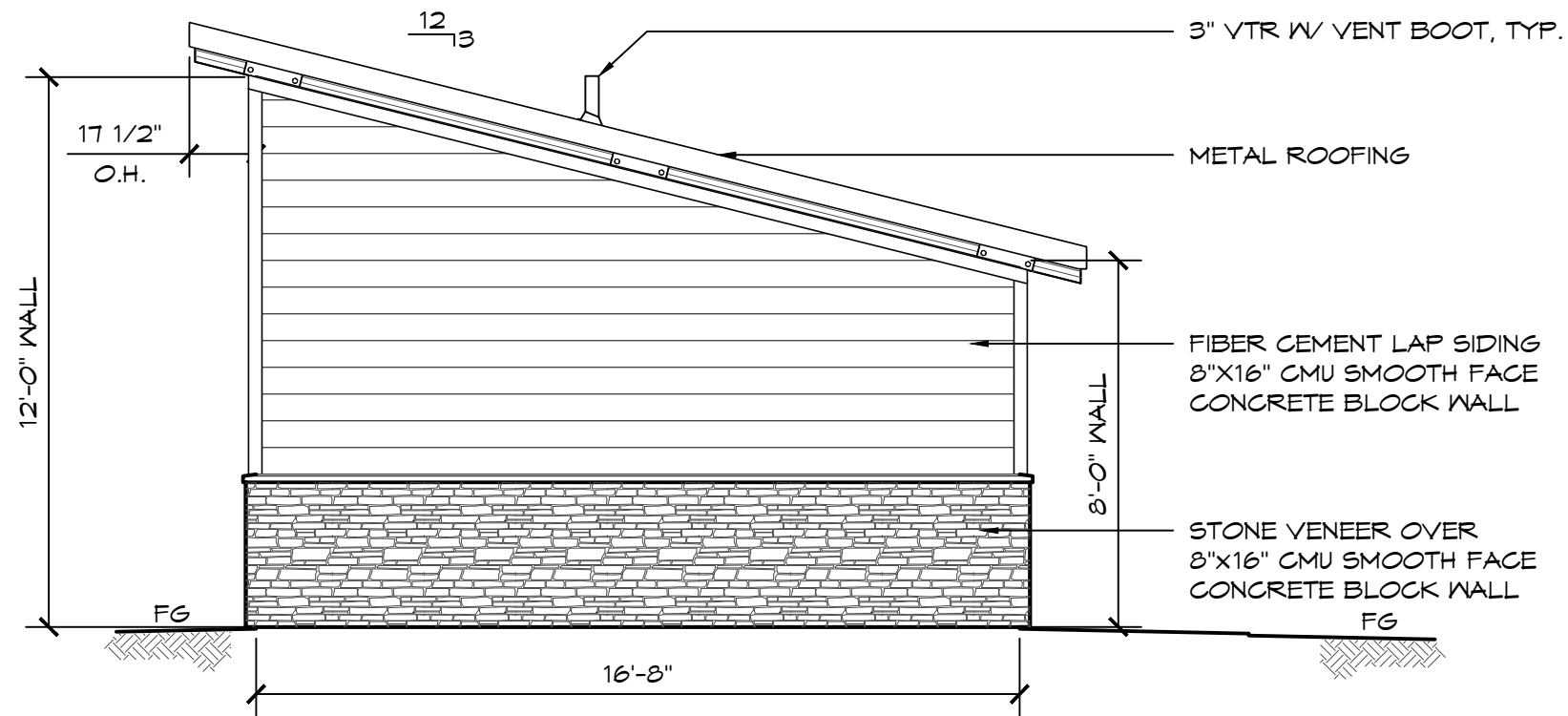
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01

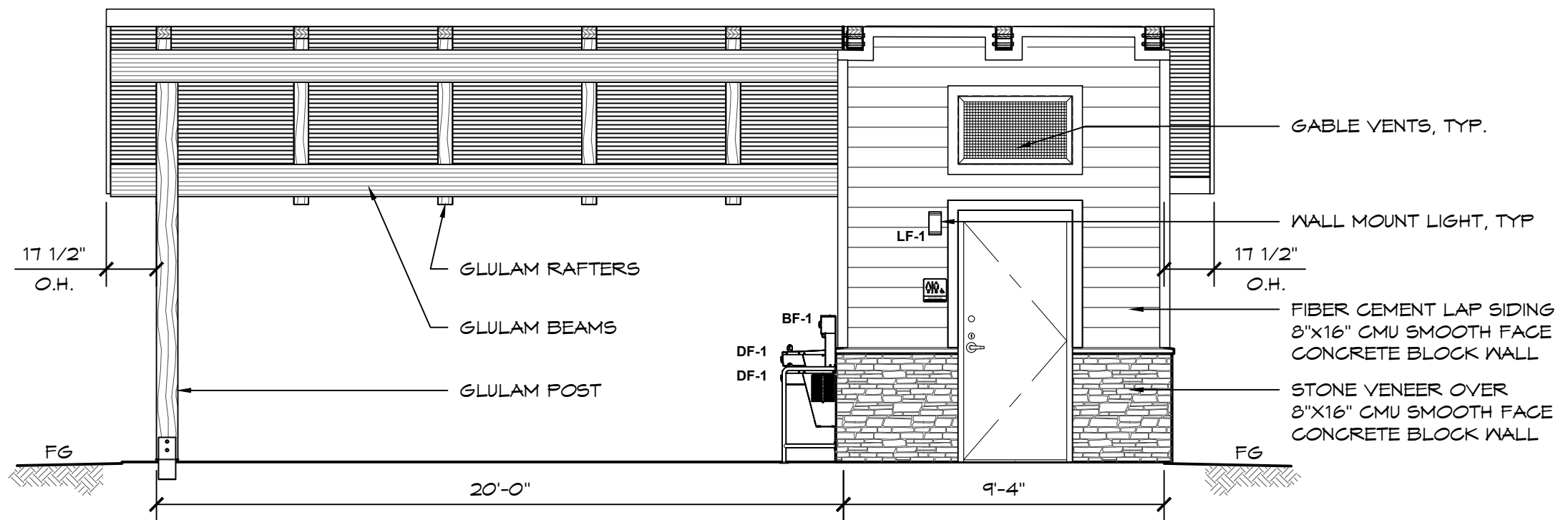
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PRELIMINARY



B ELEVATION VIEW
SCALE: 1/4" = 1'-0"



C ELEVATION VIEW
SCALE: 1/4" = 1'-0"

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PROJECT:
CITY OF ANKENY
DES MOINES ST PARK - RESTROOM
ANKENY, IOWA

SHEET TITLE: ELEVATION VIEW

PROJECT#: 1982

DATE: 3/23/2023

REVISIONS

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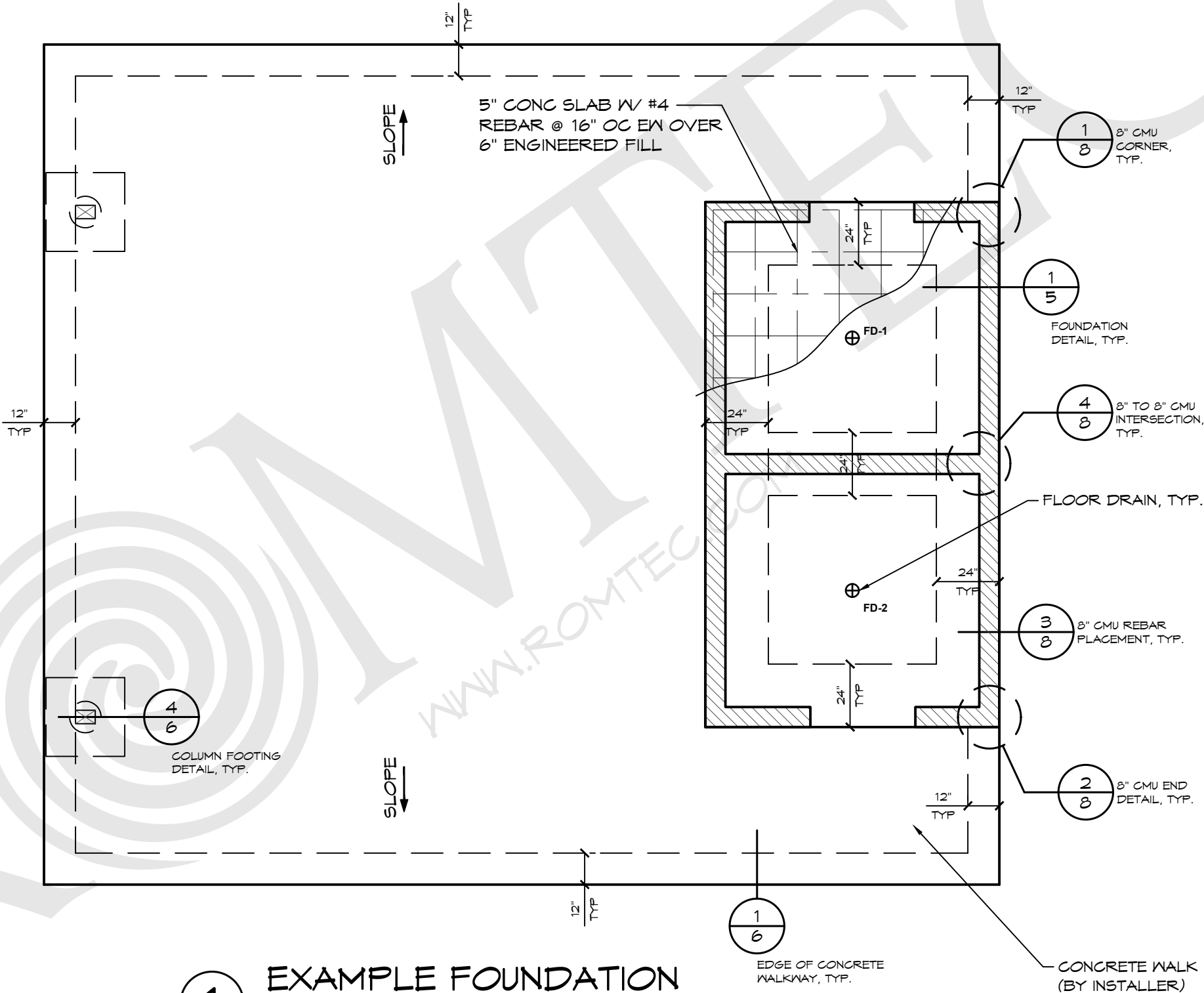
DRAWN BY: JRM

SHEET NO.

02

FOUNDATION DESIGN SHOWN HERE IS PRELIMINARY AND SUBJECT TO CHANGE. FINAL FOUNDATION DESIGN TO BE DETERMINED DURING THE FORTHCOMING FULL DESIGN PHASE FOR THE BUILDING. ANY INCREASED COSTS OR TIME NEEDED TO CONSTRUCT THE FINAL FOUNDATION DESIGN IS BETWEEN THE END OWNER AND THE BUILDING INSTALLER

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



1 **EXAMPLE FOUNDATION**
SCALE: 1/4" = 1'-0"



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DES MOINES ST PARK - RESTROOM
ANKENY, IOWA

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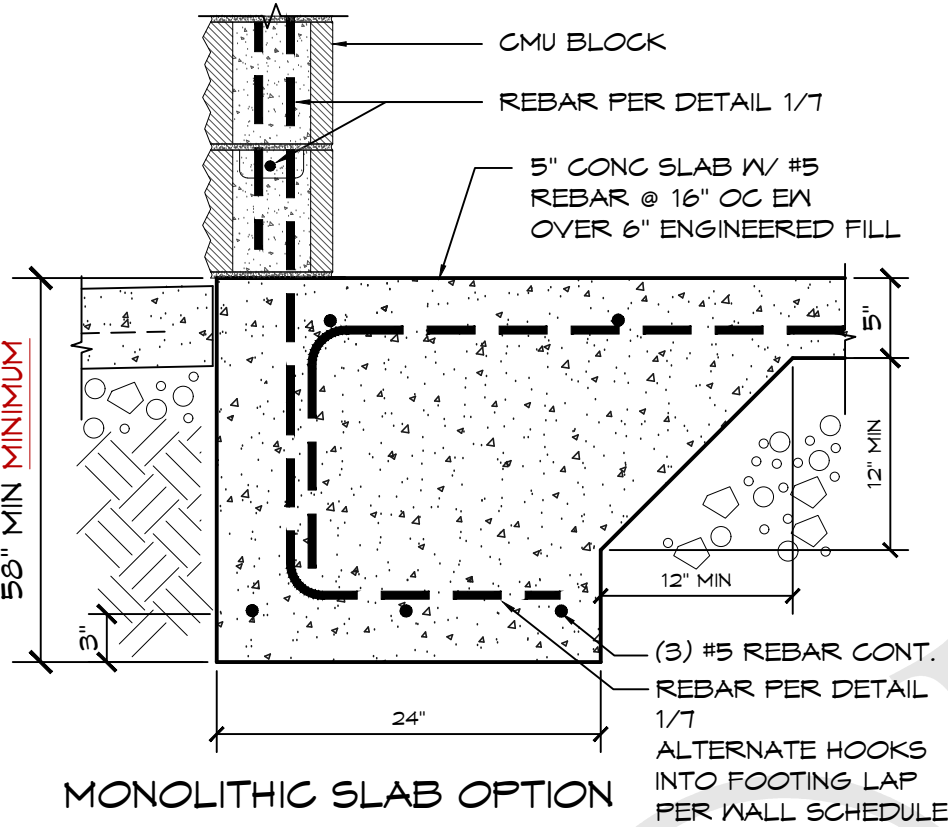
SHEET NO. 4

SHEET TITLE: EXAMPLE FOUNDATION PLAN

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EXTERIOR WALL FOUNDATIONS - CHOOSE ONE OF THE FOLLOWING

SEE FLOOR PLAN FOR EXTERIOR WALL
LOCATIONS, SHEET 4



1

EXTERIOR WALL FOUNDATION DETAIL OPTIONS

SCALE: 1" = 1'-0"

GENERAL NOTES:

- * WHEN USING EITHER STEM WALL OPTION RECESS STEM WALL THE THICKNESS OF SLAB AT DOOR THRESHOLD
- * PRIVACY WALLS SHALL HAVE A 30" WIDE x 12" DEEP FOOTING
- * CMU STEM WALL OPTION, CMU BLOCK IS BY INSTALLER
- * VERTICAL REBAR IN SLAB/STEM WALL TO MATCH VERTICAL WALL REINFORCEMENT LAP PER WALL SCHEDULE

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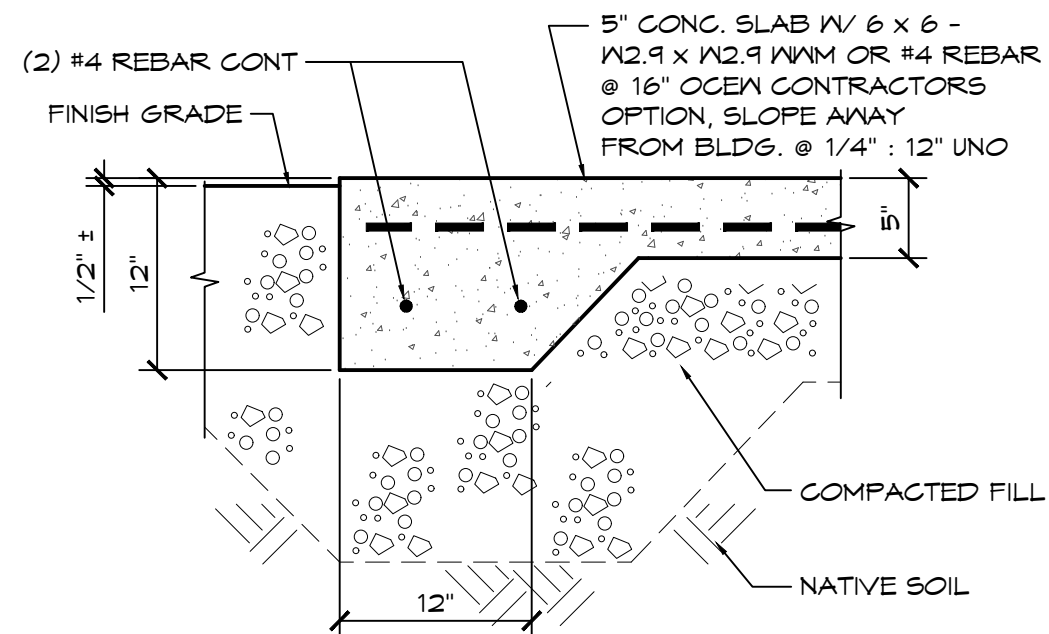
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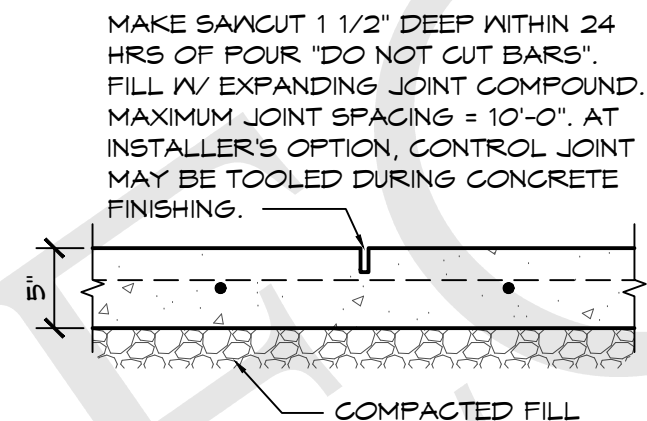
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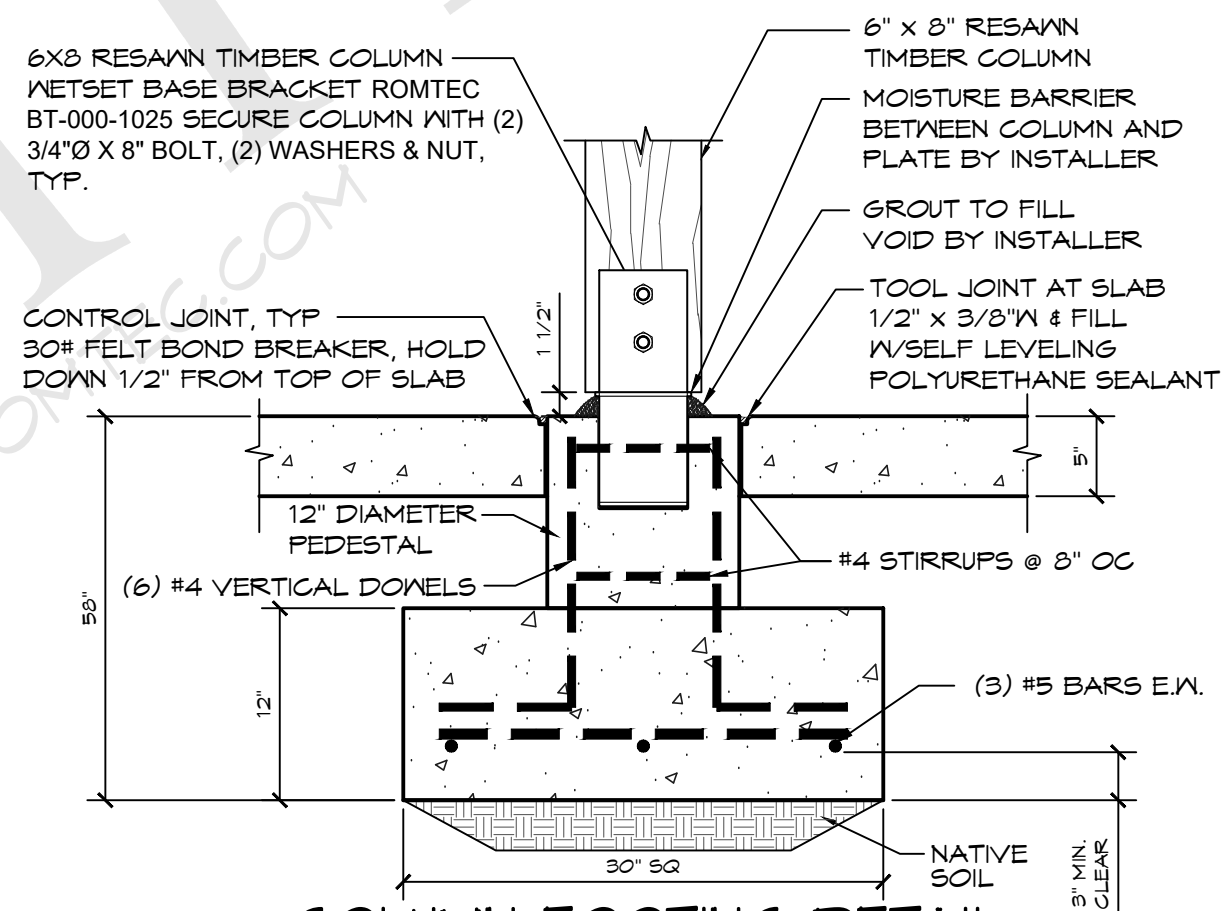


1 EDGE OF CONC. WALKWAY
SCALE: 1" = 1'-0"



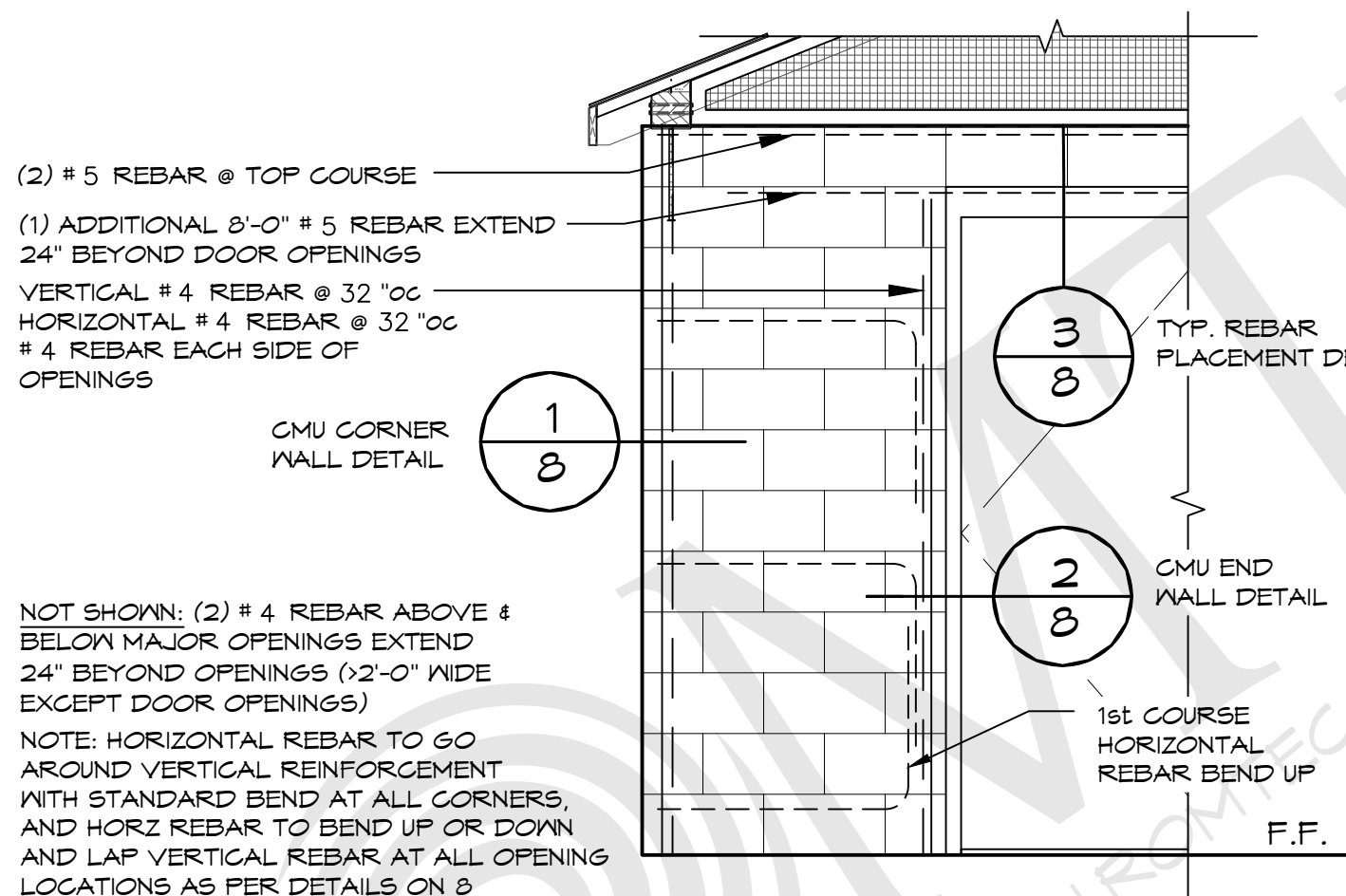
2 SAWCUT JOINT

SCALE: 1" = 1'-0"



4 COLUMN FOOTING DETAIL

SCALE: 1" = 1'-0"



CMU REBAR SCHEDULE		
REBAR	MIN. LAP	BEND DIAMETER
#4	24"	3" MIN.
#5	30"	3-3/4" MIN.

CMU REBAR NOTES:
 - BENDS: MIN. INSIDE BEND DIAMETER SHALL BE NOT LESS THAN 6d AS PER TMS 402-16 SECTION 6.1.8.2
 - SPLICES: LAP SPLICES ARE PERMITTED AS PER TMS 402-16 SECTION 6.1.6.1.1

PIPES INSTALLED THROUGH CMU WALL NOTES:
 - SUPPLY: THE FIXTURE SUPPLY LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE AND THE PORTION OF PIPE LOCATED IN CMU WALL SHALL BE WRAPPED WITH 10MIL BLACK TAPE
 - WASTE PIPE: THE FIXTURE WASTE LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE.

1 CMU REBAR LAYOUT DETAIL
SCALE: 1/2" = 1'-0"

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PROJECT: CITY OF ANKENY
DES MOINES ST PARK - RESTROOM
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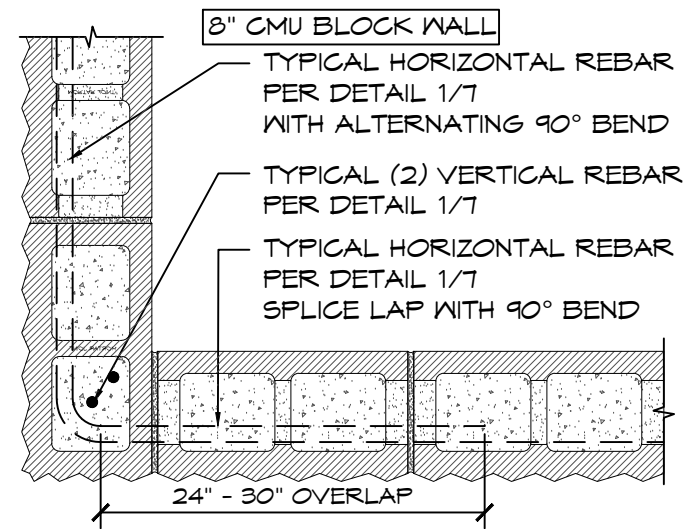
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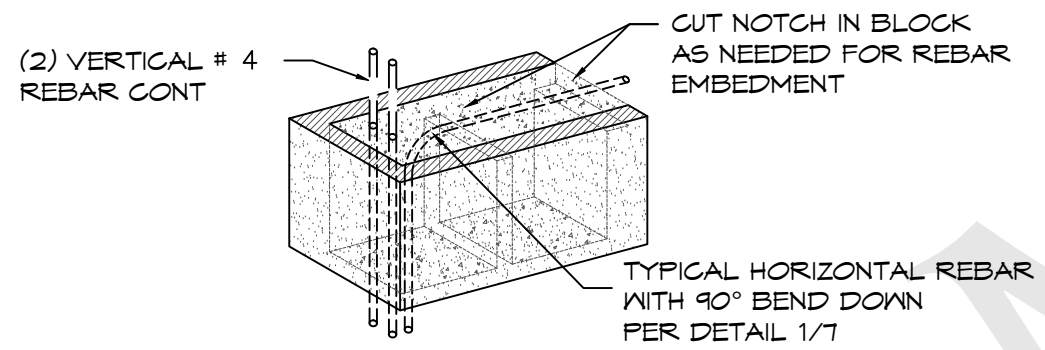
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SHEET TITLE: EXAMPLE FOUNDATION DETAILS



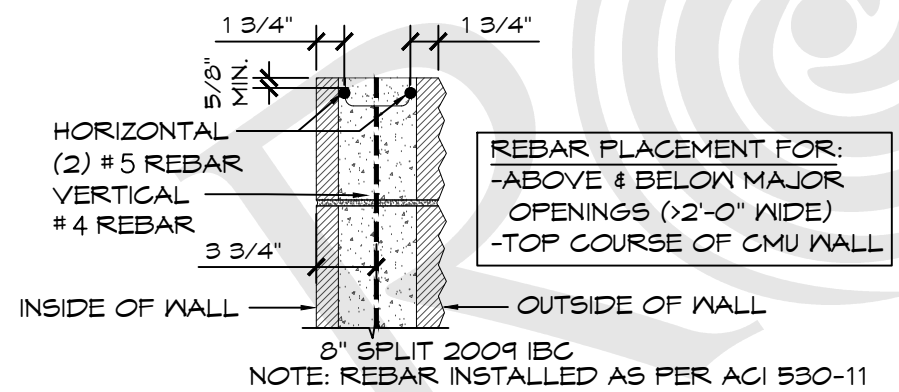
**1 MORTAR JOINT
CMU CORNER DETAIL**

SCALE: 1" = 1'-0"



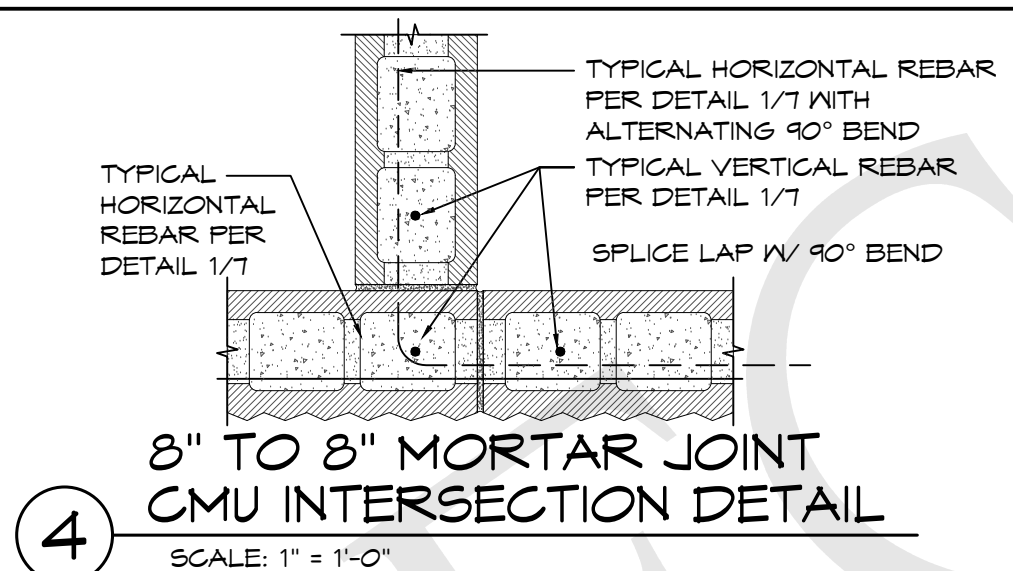
**2 MORTAR JOINT
CMU WALL END DETAIL**

SCALE: 1" = 1'-0"



3 8" CMU REBAR PLACEMENT

SCALE: 1" = 1'-0"



**4 8" TO 8" MORTAR JOINT
CMU INTERSECTION DETAIL**

SCALE: 1" = 1'-0"

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PROJECT: CITY OF ANKENY
DES MOINES ST PARK - RESTROOM
ANKENY, IOWA
SHEET TITLE: EXAMPLE FOUNDATION DETAILS

PROJECT#: 1982

DATE: 3/23/2023

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SHEET NO. 8



18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Date

4/13/2023

PROPOSAL/PO**#081721-RMT****Des Moines St Park**

Customer: City of Ankeny
Nick Lenox
220 West First St
Ankeny IA, 50023



Quantity	Building Proposal Description	Extended Price
1	Des Moines St: Romtec Structure (Model 2016 + 3012 w/options)- "Building Supply ONLY" per Preliminary Romtec Drawings and Scope of Supply & Services dated 4/13/23.	\$ 120,449.18
Sourcewell DISCOUNT: Available only to members of Sourcewell.		6.00% \$ (7,226.96)
Estimated Freight & Packaging to: Ankeny IA, 50023		\$ 9,612.00
Des Moines St Park: Romtec Building Installation per Scope of Supply and Services dated 4/13/23		\$ 156,536.56
ROMTEC INC. PURCHASE ORDER TOTAL		\$ 279,370.78

***Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.**

***This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.**

***Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.**

*Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

*This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

*All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.

*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

*Shipping prices are estimates only and are subject to change without notice.

*Quote based on standard design averages, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soil Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

*Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

*Romtec's standard insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverage for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

***The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Customer & Project Information request as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.**

Customer/Owner Authorized Signature

Date

Romtec Inc. Authorized Signature

Date

Customer/Owner Printed Name

Romtec Inc. Printed Name

Customer/Owner Company



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit Terms

Upon execution of the Purchase Order agreement, if Customer is not pre-paying 100% of the contract value, Customer shall provide a completed credit application (subject to Romtec's approval) and, if applicable, evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequently at Romtec's discretion if new information or conditions warrant such modification.

Payment Terms

To be established by Romtec's accounting department after receipt of Customer's credit application.

Deviation From Payment

Time is of the essence with respect to Customer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Customer and other parties, or failure by other parties to pay Customer or perform any agreement with Customer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Customer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, ROMTEC will withhold all warranty service until the account is fully paid and in good standing. This does not in any way toll the warranty period.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Customer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Customer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal requested or required by Customer for any reason after formal submittal approval shall be performed by ROMTEC at Customer's expense, as follows: (i) Customer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Customer's description, ROMTEC shall provide to Customer a written price quote for the modifications requested; (iii) Customer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed so that ROMTEC cannot produce and deliver the goods within six months from the date the purchase order is signed, Customer agrees to reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered. Customer also agrees to immediately pay any expenses related to any Customer authorized procurement or production of items. Additionally, Customer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Customer by reason of such delay, when such delay is beyond ROMTEC's control. Romtec is liable for delivery delays or for risk of loss or damage only while goods are in Romtec's possession. Unless otherwise stated herein, all goods are shipped FOB Roseburg, Oregon (FCA Roseburg, Oregon, for international orders). If goods are at any time shipped by, delivered to, or in the possession of others, the following delivery and handling terms apply:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains and defines ROMTEC's complete offering of its products and services (as applicable). The Scope of Supply & Design Submittal also defines ROMTEC's Limited One Year Warranty. Warranty terms available prior to the submission of the Scope of Supply & Design Submittal upon request.

Terms of Shipment & Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Customer is ready to deliver the goods to the Customer, the Customer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Customer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Customer agrees to pay ROMTEC under the agreed payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the Customer. Further, ROMTEC may at its sole discretion invoice the Customer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Customer may be canceled by ROMTEC and the goods returned to ROMTEC at ROMTEC's discretion. Any costs or other issues arising from the Customer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Customer. The Customer agrees to pay for the complete shipping cost if ROMTEC elects to allow the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Customer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Customer shall reimburse all expenses related to any Customer authorized procurement or production of items prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Customer indicate approval of its supply offering by executing the approval signature page of the Scope of Supply & Design Submittal document and/or a formal Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package(s), the Customer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Legal Proceedings

If Customer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Customer agrees to pay the reasonable attorney fees and other costs of such collection, regardless of whether litigation is actually commenced.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and during any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding Effect

This Purchase Order agreement shall be effective and in force only when signed by Customer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. All parties agree that they have had sufficient opportunity to negotiate these terms and have them reviewed by their counsel of choice. The parties agree that no legal interpretation of these terms should be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Force Majeure

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Police

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of office furniture from All Makes for the Ankeny Police Department.

EXECUTIVE SUMMARY:

The Support Services Division has grown in recent years due to the addition of sergeants and the realignment of department staff. The current design has been in place since 2009, but does not provide enough workstations to accommodate all of the authorized positions.

The proposal from All Makes provides for a more efficient layout increasing from 6 workstations to 10 semi-private workstations. The layout meets immediate staffing needs and also provides a cost-effective growth plan into the future.

All Makes has bid the project under the terms set forth in the National Association of State Procurement Officials (NASPO) contract. The purchase and installation will occur after July 1, 2023, but authorizing the purchase now will allow the Police Department to avoid a price increase set for mid-May.

FISCAL IMPACT: Yes

The FY 2024 budget includes \$55,000 for the purchase of office furniture for the detective division.

CITY MANAGER'S RECOMMENDATIONS:

Approve resolution authorizing the purchase of office furniture from All Makes for the Ankeny Police Department.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Quote

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE FURNITURE FROM ALL MAKES FOR THE ANKENY POLICE DEPARTMENT

WHEREAS, the purchase of office furniture is approved and funded in the fiscal year 2024 budget;
and

WHEREAS, the purchase of office furniture is necessary to provide adequate workspace for the
growing detective division; and

WHEREAS, the office furniture is available for purchase and installation from All Makes through the
National Association of State Procurement Officials (NASPO) contract; and

WHEREAS, the City is eligible to participate in the NASPO contract that allows for the purchase from
its competitively awarded contracts; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny,
Iowa, that the proposal from All Makes, in the amount of \$51,538.16 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to
issue a purchase order from fiscal year 2024 funds to facilitate said purchase.

Passed and approved the 1st day of May, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



All Makes
500 E. Court Avenue, Suite 150
Des Moines, IA 50309
Phone: 515.282.2166
Fax: 515.282.5456
Email/Web: www.allmakes.com

Quotation

Page: 1 of 8

Project: D6816
Proj Desc: Police
Quote: D6816.001
Status: New

Sold To: 3057-00
City of Ankeny
410 West First Street
Ankeny, IA 50021

Bill To: 3057-00
City of Ankeny
410 West First Street
Ankeny, IA 50021
Attention: Accounts Payable

Ship To: 3057-00
City of Ankeny
Police
411 SW Ordance Road
Ankeny, IA 50021
Attention: Nate Lampe
Phone: 515-289-5240

Date Entered	Customer PO	Salesperson	FOB	Terms
02/21/2023		Caren Cohee	D	Net 30 Days

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
1	00	A871036A	ALLST	STATION PANELS PASS-THRU CABLE W/O POWER BLOCK 36W 3 CIRCUIT Line Note: STATION PANELS Options: .P-BLACK	8	51.80	414.40
2	00	A871136A	ALLST	PASS-THRU HARNESS W/POWER BLOCK 36W 3 CIRCUIT Line Note: STATION PANELS Options: .P-BLACK	5	56.60	283.00
3	00	A871230A	ALLST	POWER HARNESS 30W 3 CIRCUIT Line Note: STATION PANELS Options: .P-BLACK	18	92.65	1,667.70
4	00	A871236A	ALLST	POWER HARNESS 36W 3 CIRCUIT Line Note: STATION PANELS Options: .P-BLACK	5	92.65	463.25
5	00	A871501A	ALLST	DUPLEX RECEPTACLE CIRCUIT 1 3-3-2 SYSTEM Line Note: STATION PANELS Options: .E9-FLINT	10	16.82	168.20
6	00	A871502A	ALLST	DUPLEX RECEPTACLE CIRCUIT 2 3-3-2 SYSTEM Line Note: STATION PANELS Options: .E9-FLINT	10	16.82	168.20
7	00	A871503A	ALLST	DUPLEX RECEPTACLE CIRCUIT 3 3-3-2 SYSTEM Line Note: STATION PANELS Options: .E9-FLINT	10	16.82	168.20
8	00	A879072A	ALLST	BASE POWER IN-FEED CABLE 3-3-2 SYSTEM Line Note: STATION PANELS Options: .P-BLACK	3	104.13	312.39
9	00	P14230TP	ALLST	OPTIMIZE TCKBLE PNL 42.5H X 30W W/OUT TOP CAP Line Note: STATION PANELS Options: \$(A)-GRD A FAB .RFG-REFUGE 994-TIDAL \$(P1)-P1 PAINT OPTS .P02-FLINT	5	148.19	740.95
10	00	P14236TP	ALLST	OPTIMIZE TCKBLE PNL 42.5H X 36W W/OUT TOP CAP Line Note: STATION PANELS Options: \$(A)-GRD A FAB .RFG-REFUGE 994-TIDAL \$(P1)-P1 PAINT OPTS .P02-FLINT	5	166.07	830.35
11	00	P16524TP	ALLST	OPTIMIZE TCKBLE PNL 65H X 24W W/OUT TOP CAP Line Note: STATION PANELS	11	159.40	1,753.40



All Makes
 500 E. Court Avenue, Suite 150
 Des Moines, IA 50309
 Phone: 515.282.2166
 Fax: 515.282.5456
 Email/Web: www.allmakes.com

Quotation

Page: 2 of 8

Project: D6816
Proj Desc: Police
Quote: D6816.001
Status: New

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 City of Ankeny
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 Ankeny, IA 50021

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				Options: \$(A)-GRD A FAB .RFG-REFUGE 994-TIDAL \$(P1)-P1 PAINT OPTS .P02-FLINT			
12	00	P16530TP	ALLST	OPTIMIZE TCKBLE PNL 65H X 30W W/OUT TOP CAP Line Note: STATION PANELS Options: \$(A)-GRD A FAB .RFG-REFUGE 994-TIDAL \$(P1)-P1 PAINT OPTS .P02-FLINT	15	180.49	2,707.35
13	00	P16536TP	ALLST	OPTIMIZE TCKBLE PNL 65H X 36W W/OUT TOP CAP Line Note: STATION PANELS Options: \$(A)-GRD A FAB .RFG-REFUGE 994-TIDAL \$(P1)-P1 PAINT OPTS .P02-FLINT	15	202.65	3,039.75
14	00	P16548TP	ALLST	OPTIMIZE TCKBLE PNL 65H X 48W W/OUT TOP CAP Line Note: STATION PANELS Options: \$(A)-GRD A FAB .RFG-REFUGE 994-TIDAL \$(P1)-P1 PAINT OPTS .P02-FLINT	2	237.36	474.72
15	00	P1TC24	ALLST	PANEL TOP CAP 24"W Line Note: STATION PANELS Options: \$(P1)-P1 PAINT OPTS .P02-FLINT	11	10.15	111.65
16	00	P1TC30	ALLST	PANEL TOP CAP 30"W Line Note: STATION PANELS Options: \$(P1)-P1 PAINT OPTS .P02-FLINT	20	10.41	208.20
17	00	P1TC36	ALLST	PANEL TOP CAP 36"W Line Note: STATION PANELS Options: \$(P1)-P1 PAINT OPTS .P02-FLINT	20	10.68	213.60
18	00	P1TC48	ALLST	PANEL TOP CAP 48"W Line Note: STATION PANELS Options: \$(P1)-P1 PAINT OPTS .P02-FLINT	2	13.08	26.16
19	00	P365PV	ALLST	OPTIMIZE PANEL END COVERS 65H	13	28.30	367.90



All Makes
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				Line Note: STATION PANELS Options: \$(P1)-P1 PAINT OPTS .P02-FLINT			
20	00	P3CONL65N	ALLST	65H "L" CONNECTOR POST	16	42.72	683.52
				Line Note: STATION PANELS Options: \$(P1)-P1 PAINT OPTS .P02-FLINT			
21	00	P3CONS1	ALLST	SINGLE CONNECTOR STRAP	7	5.61	39.27
				Line Note: STATION PANELS			
22	00	P3CONSL	ALLST	"L" CONNECTOR STRAP	12	5.61	67.32
				Line Note: STATION PANELS			
23	00	P3CONST	ALLST	"T" CONNECTOR STRAP	4	7.21	28.84
				Line Note: STATION PANELS			
24	00	P3CONT65N	ALLST	65H "T" CONNECTOR POST	7	69.95	489.65
				Line Note: STATION PANELS Options: \$(P1)-P1 PAINT OPTS .P02-FLINT			
25	00	P3CONTT	ALLST	OPTIMIZE INLINE CONNECTOR KIT	20	25.90	518.00
				Line Note: STATION PANELS			
26	00	P3CONVH22	ALLST	OPTIMIZE VARIABLE HEIGHT CONNECTOR KIT 22.5H	9	28.84	259.56
				Line Note: STATION PANELS Options: \$(P1)-P1 PAINT OPTS .P02-FLINT			
STATION PANELS							16,205.53
				STORAGE			
27	00	AP22PBKLH	ALLST	22H (1.5H) PANEL BRACKET KIT LH	1	42.61	42.61
				Line Note: STORAGE Options: \$(P1)-P1 PAINT OPTS .P02-FLINT			
28	00	AP22PBKRH	ALLST	22H(1.5H) PANEL BRACKET KIT RH	2	42.61	85.22
				Line Note: STORAGE Options: \$(P1)-P1 PAINT OPTS .P02-FLINT			
29	00	YPCP282418O	ALLST	ALIGN 28X24X18 OPEN BOOKSHELF PLINTH	10	349.74	3,497.40
				Line Note: STORAGE Options: .BX-RECESSED PLINTH \$(P1)-P1 PAINT OPTS .P02-FLINT \$(P1)-P1 PAINT OPTS .NA-MATCH CASE			
35	00	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	23.43	46.86
				Line Note: STORAGE			



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				Options: .X110E-110E			
36	00	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	23.43	46.86
				Line Note: STORAGE			
				Options: .X101E-101E			
37	00	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	23.43	46.86
				Line Note: STORAGE			
				Options: .X102E-102E			
38	00	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	23.43	46.86
				Line Note: STORAGE			
				Options: .X103E-103E			
39	00	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	23.43	46.86
				Line Note: STORAGE			
				Options: .X104E-104E			
40	00	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	23.43	46.86
				Line Note: STORAGE			
				Options: .X106E-106E			
41	00	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	23.43	46.86
				Line Note: STORAGE			
				Options: .X105E-105E			
42	00	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	23.43	46.86
				Line Note: STORAGE			
				Options: .X109E-109E			
43	00	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	23.43	46.86
				Line Note: STORAGE			
				Options: .X107E-107E			
44	00	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	23.43	46.86
				Line Note: STORAGE			
				Options: .X108E-108E			
45	00	HSFCP283018BBFL	HONCO	CONTAIN 28HX30WX18D B/B/F PERSFILE PLINTH LAMFRNTS	10	767.60	7,676.00
				Line Note: STORAGE			
				Options: .BX-RECESSED PLINTH			
				.A-ARCH			
				PR0-ANODIZED SILVER			
				\$(P1)-P1 PAINT OPTS			
				.S-CHARCOAL			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.X-OMIT LOCK			
46	00	HSLACW50	HONCO	CONTAIN 50 LB LATERAL COUNTERWEIGHT KIT	10	106.25	1,062.50
				Line Note: STORAGE			



All Makes
500 E. Court Avenue, Suite 150
Des Moines, IA 50309
Phone: 515.282.2166
Fax: 515.282.5456
Email/Web: www.allmakes.com

Quotation

Page: 5 of 8

Project: D6816
Proj Desc: Police

Quote: D6816.001
Status: New

Sold To: 3057-00
City of Ankeny
410 West First Street
Ankeny, IA 50021

Bill To: 3057-00
City of Ankeny
410 West First Street
Ankeny, IA 50021
Attention: Accounts Payable

Ship To: 3057-00
City of Ankeny
Police
411 SW Ordance Road
Ankeny, IA 50021
Attention: Nate Lampe
Phone: 515-289-5240

Date Entered	Customer PO	Salesperson	FOB	Terms
02/21/2023		Caren Cohee	D	Net 30 Days

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
47	00	HSWP501218LL	HONCO	CONTAIN 50HX12WX18D WARDROBETWR PLINTH LAMINATE FRONT Line Note: STORAGE Options: .BX-RECESSED PLINTH .A-ARCH PR0-ANODIZED SILVER \$(P1)-P1 PAINT OPTS .S-CHARCOAL \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE .X-OMT CORE TO ORDER KEY ALIKE	5	555.90	2,779.50
48	00	HSWP501218RL	HONCO	CONTAIN 50HX12WX18D WARDROBETWR PLINTH LAMINATE FRONT Line Note: STORAGE Options: .BX-RECESSED PLINTH .A-ARCH PR0-ANODIZED SILVER \$(P1)-P1 PAINT OPTS .S-CHARCOAL \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE .X-OMT CORE TO ORDER KEY ALIKE	5	555.90	2,779.50
STORAGE							18,391.33
30	00	ABKTL	ALLST	WORKSURFACES HAT TO PANEL BRACKET T-LEG LH Line Note: WORKSURFACES Options: \$(P1)-GRD 1 PAINT OPTIONS .P02-FLINT / CHARCOAL	5	59.02	295.10
31	00	ABKTR	ALLST	HAT TO PANEL BRACKET T-LEG RH Line Note: WORKSURFACES Options: \$(P1)-GRD 1 PAINT OPTIONS .P02-FLINT / CHARCOAL	5	59.02	295.10
32	00	A6REC3S2LTF	ALLST	A6 3 STAGE 2 LEG RECTANGLE T FOOT Line Note: WORKSURFACES Options: \$(P1)-P1 PAINT OPTS .P02-FLINT .X-STANDARD GLIDE .MEM-MEMORY PRESET	10	573.52	5,735.20
33	00	AF5RS4824U	ALLST	48WX24D (46WX22D) ALTITUDE RECT WORKSURFACE Line Note: WORKSURFACES Options: .X-STANDARD WOOD \$(L1STD)-GRD L1 STANDARD LAMINATES .LT8D-SILVER MESH	10	148.45	1,484.50



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Quotation

Page: 6 of 8

Project: D6816
Proj Desc: Police
Quote: D6816.001
Status: New

Sold To: 3057-00
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Police
411 SW Ordance Road
Ankeny, IA 50021
Attention: Nate Lampe
Phone: 515-289-5240

Date Entered	Customer PO	Salesperson	FOB	Terms
02/21/2023		Caren Cohee	D	Net 30 Days

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				.EV-LOFT			
				.GC-GROMMET CENTER			
				P-OVAL PLASTIC			
34	00	T51854SN	ALLST	18DX54W RECTANGULAR W/S W/FLAT EDGE NO GROMS	10	149.79	1,497.90
				Line Note: WORKSURFACES			
				Options: \$(L1STD)-GRD L1 STANDARD LAMINATES			
				.LT8D-SILVER MESH			
				.EV-LOFT			
49	00	FCH3-DSK	ESIER	DESK TOP POWER - BLACK	10	93.85	938.50
				Line Note: WORKSURFACES			
50	00	MFG ND FREIGHT CHARGE	ESIER	Manufacturer ND Freight Charge	1	50.00	50.00
				Line Note: WORKSURFACES			
				WORKSURFACES			10,296.30
				Labor to Receive, Deliver and Install Products during Normal Business Hours.			
51	00	*LABOR CHARGE - NON TAXABLE	LUNASERVIC	*Labor Charge - Non Taxable	1	5,895.00	5,895.00
				Line Note: Labor to Receive, Deliver and Install Products during Normal Business Hours.			
				Labor to Receive, Deliver and Install Products during Normal Business Hours.			5,895.00
				Labor to Tear Downa nd Dispose of Existing Workstations.			
52	00	*LABOR CHARGE - NON TAXABLE	LUNASERVIC	*Labor Charge - Non Taxable	1	750.00	750.00
				Line Note: Labor to Tear Downa nd Dispose of Existing Workstations.			
				Labor to Tear Downa nd Dispose of Existing Workstations.			750.00



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Page: 7 of 8

Project: D6816
Proj Desc: Police

Quote: D6816.001
Status: New

Sold To: 3057-00
City of Ankeny
410 West First Street
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Attention: Accounts Payable

Ship To: 3057-00
City of Ankeny
Police
411 SW Ordance Road
Ankeny, IA 50021
Attention: Nate Lampe
Phone: 515-289-5240

Date Entered	Customer PO	Salesperson	FOB	Terms
02/21/2023		Caren Cohee	D	Net 30 Days

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
					Subtotal		51,538.16
					TOTAL AMOUNT - USD		51,538.16

This Quote will expire on: February 28, 2023

TERMS AND CONDITIONS

ACCEPTANCE AND INCORPORATION BY REFERENCE. This quotation becomes a contract when accepted by All Makes and is subject to All Makes full terms and conditions available at any All Makes' location and by request. Orders over \$5,000 will incur a 3% convenience fee when paid by credit card. ☐ DEPOSITS. A 50% deposit is required for special orders from buyers with a commercial credit account in good standing; a 75% deposit is required for projects over \$100,000. A 100% deposit is required for orders from buyers without an account and is due upon acceptance. Remaining balances are due per the terms above. ☐

CANCELLATION AND CHANGES. Special order merchandise is non-returnable. Cancelling or making changes to an order after acceptance will be subjected to a restocking fee. ☐

WARRANTY. All new products are guaranteed to be free from defects in material or workmanship for a period of at least twelve (12) months from the date of delivery unless specified by mfg. warranty. Defective products will be repaired or replaced with proof of purchase. All used products are sold AS IS with NO WARRANTY and may not be returned. ☐

Subtotal 51,538.16
Total 51,538.16

PRINT NAME

TITLE

SIGNATURE

DATE



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Quotation

Page: 8 of 8

Project: D6816
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Ship To: 3057-00
City of Ankeny
Police
411 SW Ordance Road
Ankeny, IA 50021
Attention: Nate Lampe
Phone: 515-289-5240

Date Entered	Customer PO	Salesperson	FOB	Terms
02/21/2023		Caren Cohee	D	Net 30 Days

Summary:

Line Note	Extended Price	Tax	Total Amount
STATION PANELS	16,205.53	0.00	16,205.53
STORAGE	18,391.33	0.00	18,391.33
WORKSURFACES	10,296.30	0.00	10,296.30
Labor to Receive, Deliver and Install Products during Normal Business Hours.	5,895.00	0.00	5,895.00
Labor to tear down and Dispose of Exisiting Workstations	750.00	0.00	750.00
Totals:	51,538.16	0.00	51,538.00



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to set public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023 and direct City Clerk to publish notice of such hearing (date of hrg: 05/15/23 @ 5:30 p.m.).

EXECUTIVE SUMMARY:
The FY 2023 budget amendment includes the following changes:

- Amended revenues include increases in hotel/motel taxes, utility franchise taxes and recreation program fees.
- Amended expenditures include increases related to acquisition of water territory, hotel/motel tax commitments, operation of Prairie Ridge Sports Complex soccer concessions, purchase and replacement of public safety equipment, refunds and vehicle and equipment repairs and maintenance.

FISCAL IMPACT: **Yes**
Overall, the budget amendment results in no change to the projected ending fund balance at June 30, 2023.

CITY MANAGER'S RECOMMENDATIONS:

Recommend setting a public hearing on the proposed amendment of current city budget for fiscal year July 1, 2022 - June 30, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on May 5, 2023.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice of Public Hearing
 Budget Amendment Detail

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET City of ANKENY Fiscal Year July 1, 2022 - June 30, 2023				
The City of ANKENY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023				
Meeting Date/Time: 5/15/2023 05:30 PM		Contact: Jennifer Sease	Phone: (515) 965-6400	
Meeting Location: Ankeny Kirkendall Public Library - Council Chambers				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	45,079,675	0	45,079,675
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	45,079,675	0	45,079,675
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	9,902,142	0	9,902,142
Other City Taxes	6	3,904,624	485,000	4,389,624
Licenses & Permits	7	2,258,500	0	2,258,500
Use of Money & Property	8	3,340,730	0	3,340,730
Intergovernmental	9	13,501,402	0	13,501,402
Charges for Service	10	46,175,837	53,000	46,228,837
Special Assessments	11	277,158	0	277,158
Miscellaneous	12	5,643,743	0	5,643,743
Other Financing Sources	13	36,152,451	0	36,152,451
Transfers In	14	18,024,759	125,000	18,149,759
Total Revenues & Other Sources	15	184,261,021	663,000	184,924,021
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	28,446,365	252,200	28,698,565
Public Works	17	8,874,935	34,000	8,908,935
Health and Social Services	18	0	0	0
Culture and Recreation	19	10,862,102	159,300	11,021,402
Community and Economic Development	20	5,268,193	0	5,268,193
General Government	21	4,916,162	0	4,916,162
Debt Service	22	24,205,486	0	24,205,486
Capital Projects	23	45,745,401	0	45,745,401
Total Government Activities Expenditures	24	128,318,644	445,500	128,764,144
Business Type/Enterprise	25	60,708,849	92,500	60,801,349
Total Gov Activities & Business Expenditures	26	189,027,493	538,000	189,565,493
Transfers Out	27	18,024,759	125,000	18,149,759
Total Expenditures/Transfers Out	28	207,052,252	663,000	207,715,252
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-22,791,231	0	-22,791,231
Beginning Fund Balance July 1, 2022	30	149,746,442	0	149,746,442
Ending Fund Balance June 30, 2023	31	126,955,211	0	126,955,211
Explanation of Changes: Amended revenues include increases in hotel/motel taxes, utility franchise taxes and recreation program fees. Amended expenditures include increases related to acquisition of water territory, hotel/motel tax commitments, operation of Prairie Ridge Sports Complex soccer concessions, purchase and replacement of public safety equipment, refunds and vehicle and equipment repairs and maintenance.				

FY 2023 Budget Amendment Detail

Budget Code	Line Item	Amendment Line	Fund	Department	Description	Amount
Revenues & Other Financing Sources						
100.4885.3261	Hotel/Motel Tax	Other City Taxes	General	Finance	Hotel/Motel Taxes	\$ 125,000
100.4885.3266	Utility Franchise Tax	Other City Taxes	General	Finance	Utility Franchise Taxes	360,000
100.2442.3615	Special Program Fees	Charges for Services	General	Recreation	Special Program Fees	11,000
100.2442.3616	Recreation Program Fees	Charges for Services	General	Recreation	Recreation Program Fees	23,000
100.2443.3611	Season Passes	Charges for Services	General	Community Centers	Senior Community Center Memberships	11,000
100.2443.3616	Recreation Program Fees	Charges for Services	General	Community Centers	Recreation Program Fees	8,000
233.2233.5328	Equity/Expense Transfer	Transfers In	Hotel/Motel Tax	Hotel/Motel Tax	Hotel/Motel Taxes	125,000
Total Revenues and Other Sources						\$ 663,000
Expenditures & Other Financing Uses						
100.1111.4212	Legal & Recording Services	Public Safety	General	Police Administration	Legal Services	\$ 12,000
100.1112.4271	Revolving Services	Public Safety	General	Police Operations	Vehicle Repairs & Maintenance	18,000
100.1112.4272	Vehicle & Equipment Services	Public Safety	General	Police Operations	Vehicle Repairs & Maintenance	3,000
100.1112.4354	Minor Equipment	Public Safety	General	Police Operations	Drone	16,000
100.1112.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Safety	General	Police Operations	Vehicles & Motorized Equipment Maintenance Supplies	7,000
100.1112.4427	Vehicles	Public Safety	General	Police Operations	In Car Video System	11,500
100.1141.4380	Building Maintenance Supplies	Public Safety	General	Fire Administration	Building Maintenance Supplies	6,000
100.1142.4272	Vehicle & Equipment Services	Public Safety	General	Fire Suppression	Vehicle Repairs & Maintenance	51,000
100.1142.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Safety	General	Fire Suppression	Vehicles & Motorized Equipment Maintenance Supplies	20,000
100.1144.4354	Minor Equipment	Public Safety	General	Emergency Medical Services	Replace Chest Compression Systems (2)	19,700
100.1460.4297	Refunds	Public Safety	General	Code Enforcement	Building Permit Refunds	10,000
100.1460.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Safety	General	Code Enforcement	Vehicles & Motorized Equipment Maintenance Supplies	4,000
290.1290.4118	MFPRSI	Public Safety	Police & Fire Retirement	Police & Fire Retirement	Military Earnable Compensation	74,000
260.3265.4271	Revolving Services	Public Works	Road Use Tax Fund	Traffic Safety	Vehicle Repairs & Maintenance	16,000
260.3265.4272	Vehicle & Equipment Services	Public Works	Road Use Tax Fund	Traffic Safety	Vehicle Repairs & Maintenance	2,000
260.3265.4288	Lights & Signals Services	Public Works	Road Use Tax Fund	Traffic Safety	Traffic Signal Repairs & Maintenance	10,000
260.3265.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Works	Road Use Tax Fund	Traffic Safety	Vehicles & Motorized Equipment Maintenance Supplies	6,000
100.2331.4297	Refunds	Culture & Recreation	General	Library	Refunds	3,000
100.2441.4380	Building Maintenance Supplies	Culture & Recreation	General	Park Maintenance	Building Maintenance Supplies	8,000
100.2442.4292	Special Program/Events - Services	Culture & Recreation	General	Recreation	Recreation Programming - Contracted Services	20,000
100.2442.4295	Sales, Property & Other Taxes	Culture & Recreation	General	Recreation	Sales Tax	2,000
100.2442.4343	Special Program/Events - Supplies	Culture & Recreation	General	Recreation	Recreation Programming - Supplies	3,000
100.2444.4227	Land & Tree Services	Culture & Recreation	General	Aquatic Centers	Facilities Landscaping Improvements	14,500
100.2445.4380	Building Maintenance Supplies	Culture & Recreation	General	Prairie Ridge Sports Complex	Building Maintenance Supplies	8,000
100.2446.4103	Temporary Wages	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	16,000
100.2446.4116	FICA	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	1,300

FY 2023 Budget Amendment Detail

100.2446.4261	Dues, Memberships & Licenses	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	500
100.2446.4372	Food and Beverage	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	10,000
100.2446.4380	Building Maintenance Supplies	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	1,000
233.2233.4291	Contributions - Pay to Others	Culture & Recreation	Hotel/Motel Tax	Hotel/Motel Tax	Hotel/Motel Tax Commitments	72,000
510.3510.4291	Contributions - Pay to Others	Business Type/Enterprises	Water	Water Administration	Berwick Water Service Territory Acquisition	69,600
510.3510.4297	Refunds	Business Type/Enterprises	Water	Water Administration	Refunds	5,000
510.3512.4270	Building Maintenance Services	Business Type/Enterprises	Water	Water Maintenance	Building Maintenance Services	6,000
510.3512.4283	Pump Station Services	Business Type/Enterprises	Water	Water Maintenance	Valve Replacement	5,000
510.3512.4397	Water Meter Maintenance Supplies	Business Type/Enterprises	Water	Water Maintenance	Hydrant Water Meters	6,900
100.4885.5428	Equity/Expense Transfer	Transfers Out	General	Finance	Hotel/Motel Taxes	125,000
Total Expenditures/Transfers Out						\$ 663,000
Revenue Over (Under) Expenditures						\$ -
Non-Program (Unbudgeted Funds)						
720.5720.4256	Property and Liability Claims	Non-Program	Risk Management	Risk Management	Property and Liability Claims	\$ 20,000
Total Non-Program Expenditures						\$ 20,000



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

Become the Employer of Choice

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing benefit changes for the July 1, 2023 - June 30, 2024 plan year.

EXECUTIVE SUMMARY:

Annually, staff reviews the comprehensive benefits package in consultation with the city's benefits consultant and recommends changes to remain in compliance or enhance benefits to meet the City Council's goal of becoming the employer of choice.

For the plan year beginning July 1, 2023, the following changes are recommended:

- Employer contributions to health insurance will decrease from 90% to 89%, consistent with union contracts.
- Employer contributions to health savings accounts (HSA) will change from \$1,400 individual/\$2,800 family to \$1,500 individual/\$3,000 family, due to IRS changes requiring a minimum deductible amount for high deductible health plans (HDHP) of \$3,000 individual/\$6,000 family.
- Increase the annual dental maximum from \$1,000 to \$1,250.
- Change in insurance carrier for the following voluntary coverages: accident, critical illness and short-term

disability.

- Add hospital indemnity voluntary coverage.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution authorizing benefit changes for the July 1, 2023 - June 30, 2024 plan year.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

A RESOLUTION AUTHORIZING BENEFIT CHANGES FOR THE JULY 1, 2023 – JUNE 30, 2024 PLAN YEAR

WHEREAS, the City of Ankeny, Iowa, provides a comprehensive benefits package to city employees, including health, dental, life and long-term disability and other voluntary insurance coverages; and

WHEREAS, on an annual basis staff reviews the comprehensive benefits package in consultation with the city's benefits consultant; and

WHEREAS, the City Manager has reviewed and recommends the proposed benefit changes as follows:

1. Employer contributions to health insurance will decrease from 90% to 89%, consistent with union contracts.
2. Employer contributions to health savings accounts (HSA) will change from \$1,400 individual/\$2,800 family to \$1,500 individual/\$3,000 family, due to IRS changes requiring a minimum deductible amount for high deductible health plans (HDHP) of \$3,000 individual/\$6,000 family.
3. Increase the annual dental maximum from \$1,000 to \$1,250.
4. Change in insurance carrier for the following voluntary coverages: accident, critical illness and short-term disability.
5. Add hospital indemnity voluntary coverage.

WHEREAS, the City Council has reviewed the proposed benefit changes and determined it to be in the best interest of the City; and

WHEREAS, the City Council desires to establish by resolution the benefit changes for the July 1, 2023 – June 30, 2024 plan year.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the Human Resources Director is authorized to execute said benefit changes for the July 1, 2023 – June 30, 2024 plan year.

Passed and approved the 1st day of May, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider an 80/20 voluntary urbanized annexation of certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny (date of hrg: 6/5/23 @ 5:30 pm)

EXECUTIVE SUMMARY:

The City of Ankeny has received a request for annexation of certain territory located adjacent to the City's southeastern boundary, generally located ¼-mile south of the intersection at SE Oralabor Road/NE 78th Avenue and NE Berwick Drive—and within two miles of the City of Altoona. The annexation territory consists of 140.40 total acres, including 111.18 acres (80.98%) which are owned by two property owners who consent to the annexation, 26.11 acres (19.02%) are owned by 12 non-consenting property owners whose land is included in the annexation to avoid the creation of islands and to provide for uniform boundaries, and 3.11 acres of public road right-of-way.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution setting the public hearing for June 5, 2023 at 5:30 pm.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 20, 2023: City Council initiated the Berwick-ATI Group 80/20 Voluntary Urbanized Annexation.

April 4, 2023: The Plan and Zoning Commission recommended that City Council approve the Berwick-ATI Group 80/20 Voluntary Urbanized Annexation.

PUBLIC OUTREACH EFFORTS:

A consultation meeting was held on April 10, 2023.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Annexation Map
 Aerial Map

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AN 80/20 VOLUNTARY URBANIZED ANNEXATION OF CERTAIN TERRITORY OWNED BY HOPE K FARMS, LLC AND CLAYTON MITCHELL LIVING TRUST, LOCATED ADJACENT TO THE SOUTHEAST QUADRANT OF THE CITY OF ANKENY

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

LEGAL DESCRIPTION:

OUTLOT X, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 111.18 acres (+/-) of land adjacent to the southeast quadrant of Ankeny, generally located ¼-mile south of SE Oralabor Road/NE 78th Avenue and east of NE Berwick Drive.

WHEREAS, Section 368.7, Code of Iowa, provides that cities may, in connection with an application for voluntary annexation, annex up to 20% of the total property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries; and

WHEREAS, the City has determined, in connection with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of an island or to create more uniform boundaries; and

WHEREAS, the following described property is additional territory to be annexed from non-consenting owners:

LEGAL DESCRIPTION:

LOT 1, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 2, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 1, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 2, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

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LOT 5, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 6, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

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LOT 8, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 9, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 10, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 26.11 acres (+/-) of land adjacent to the petitioned parcels.

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

WHEREAS, said Section provides that notice of the application shall be mailed by regular mail to each owner of property that adjoins the territory and each public utility which serves the area; and by certified mail to the Iowa Attorney General, Polk County Attorney, Chairperson of the County Board of Supervisors, Metropolitan Planning Organization, all affected public utilities, all non-consenting owners of property to be annexed, and each city which adjoins the territory or is within two miles of the territory at least 14 business days prior to the action of the City Council of the application; and

WHEREAS, the City Council now deems it appropriate that a public hearing be held to consider such proposed annexation.

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

1. A public hearing before this Council on the application for annexation as described in the preamble to this Resolution is hereby set for 5:30 p.m. on the 5th day of June, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa; and
2. The City Clerk is hereby authorized and directed to publish notice of such hearing at the time and in the manner required by law.

PASSED AND APPROVED this 1st day of May, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA,
TO CONSIDER AN 80/20 VOLUNTARY URBANIZED ANNEXATION OF CERTAIN TERRITORY
OWNED BY HOPE K FARMS, LLC AND CLAYTON MITCHELL LIVING TRUST,
LOCATED ADJACENT TO THE SOUTHEAST QUADRANT OF ANKENY**

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF ANKENY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF THE FILING OF AN APPLICATION FOR ANNEXATION UNDER THE PROVISIONS OF SECTION 368.7, CODE OF IOWA.

NOTICE IS HEREBY GIVEN that applications for annexation have been made and are under consideration by the City of Ankeny, Iowa, by the following property owners of tract of land being legally described as follows:

LEGAL DESCRIPTION:

OUTLOT X, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 111.18 acres (+/-) of land adjacent to the southeast quadrant of Ankeny, generally located ¼-mile south of SE Oralabor Road/NE 78th Avenue and east of NE Berwick Drive.

WHEREAS, Section 368.7, Code of Iowa, provides that cities may, in connection with an application for voluntary annexation, annex up to 20% of the total property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries; and

WHEREAS, the City has determined, in connection with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of an island or to create more uniform boundaries; and

WHEREAS, the following described property is additional territory to be annexed from non-consenting owners:

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LAYMAN'S DESCRIPTION:

Approximately 26.11 acres (+/-) of land adjacent to the petitioned parcels.

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

NOTICE IS FURTHER GIVEN that said application for annexation of the above-described territory is on file with the City Clerk at 410 W 1st Street, Ankeny, IA 50023, and may be viewed during normal business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday.

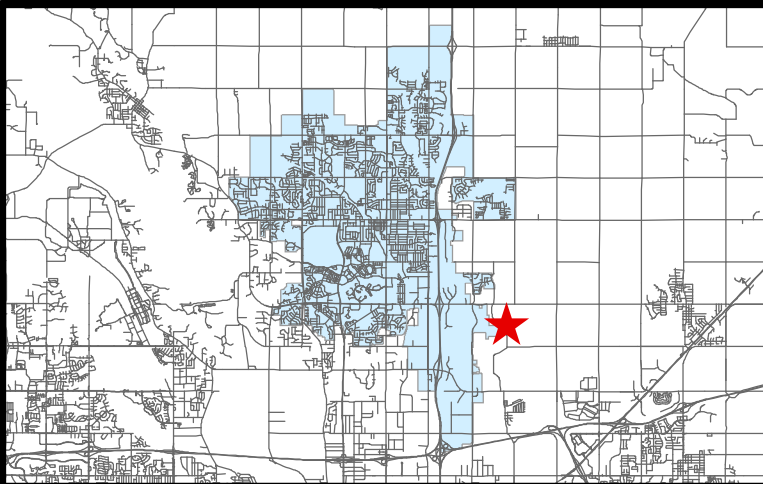
YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will meet at 5:30 p.m. on the 5th day of June, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said application for annexation, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

DATED this 1st day of May, 2023.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the 12th day of May, 2023.



Vicinity Map

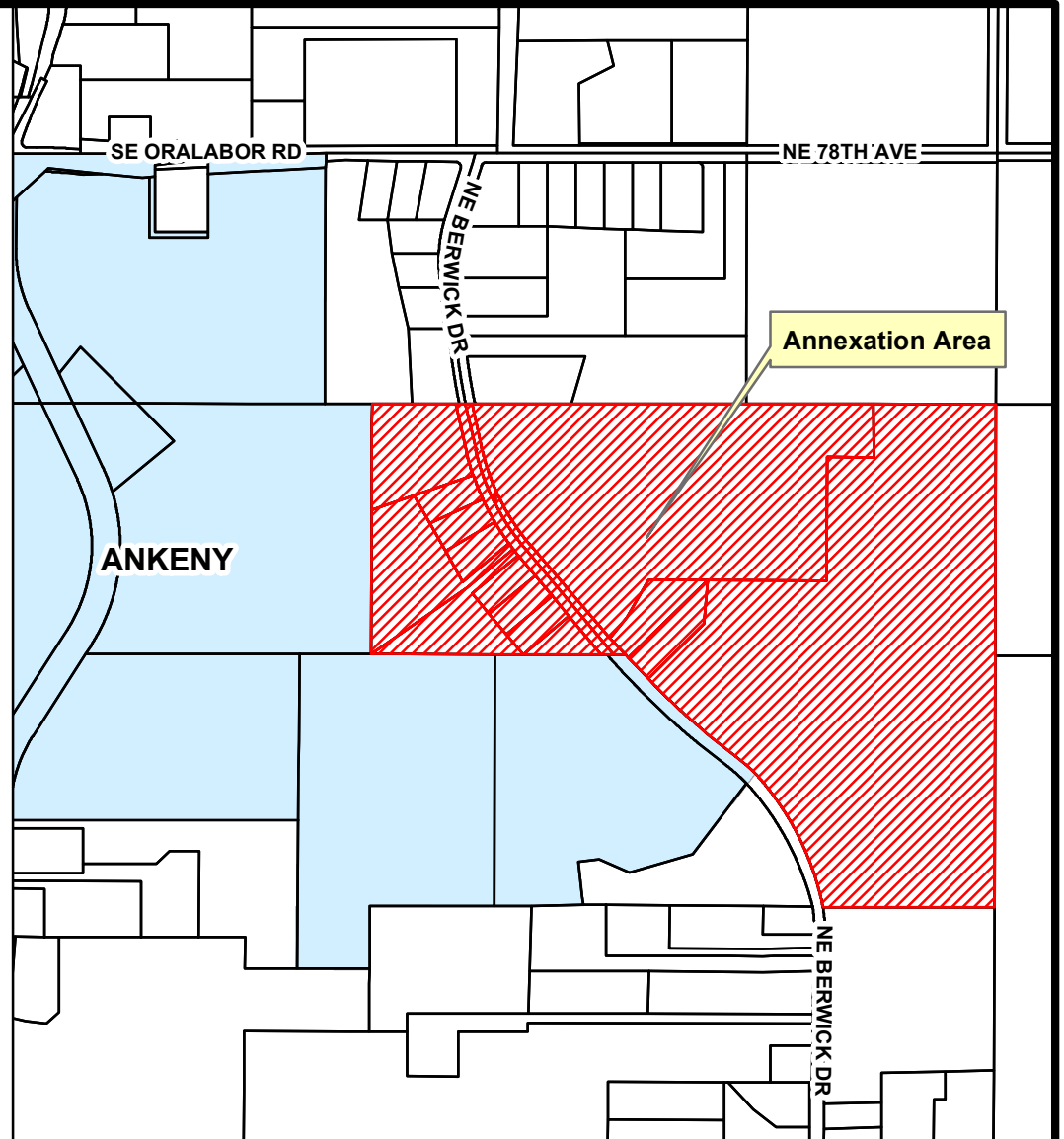
Legal Description:

THAT PART OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, INCLUDING THE ENTIRETY OF DRA ACRES PLAT 1, AN OFFICIAL PLAT, AS SHOWN ON THE ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, AND THE ENTIRETY OF PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15089, PAGE 430 IN SAID OFFICE OF THE RECORDER, AND THE ENTIRETY OAKWOOD HEIGHTS, AN OFFICIAL PLAT, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN SAID OFFICE OF THE RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S00°02'07"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1325.24 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE S00°07'49"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1316.81 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE S89°58'34"W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 894.86 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NE BERWICK DRIVE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1594.16 FEET, WHOSE ARC LENGTH IS 797.86 FEET AND WHOSE CHORD BEARS N28°04'03"W, 789.56 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS IS 283.00 FEET, WHOSE ARC LENGTH IS 38.49 FEET AND WHOSE CHORD BEARS N46°18'08"W, 38.46 FEET; THENCE NORTH 59°11'56"W WEST ALONG SAID EASTERLY RIGHT-OF-WAY, 39.91 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 2033.00 FEET, WHOSE ARC LENGTH IS 67.37 FEET AND WHOSE CHORD BEARS N51°08'54"W, 67.37 FEET; THENCE N52°05'51"W ALONG SAID EASTERLY RIGHT-OF-WAY, 130.63 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS IS 1907.00 FEET, WHOSE ARC LENGTH IS 65.14 FEET AND WHOSE CHORD BEARS N51°08'56"W, 65.14 FEET; THENCE N50°12'09"W CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, 58.84 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2967.00 FEET, WHOSE ARC LENGTH IS 309.64 FEET AND WHOSE CHORD BEARS N47°12'37"W, 309.50 FEET; THENCE N44°13'14"W CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, 227.740 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE N89°46'55"W ALONG SAID SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 54.10 FEET TO THE SOUTHEAST PLAT CORNER OF AFORESAID OAKWOOD HEIGHTS; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, BEING THE SOUTH PLAT LINE OF SAID OAKWOOD HEIGHTS, N89°46'55"W, A DISTANCE OF 626.51 FEET TO THE CENTER OF SAID SECTION 32; THENCE N89°53'33"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, BEING THE SOUTH PLAT LINE OF SAID OAKWOOD HEIGHTS, A DISTANCE OF 654.27 FEET TO THE SOUTHWEST PLAT CORNER OF SAID OAKWOOD HEIGHTS; THENCE N00°18'17"E ALONG THE WEST PLAT LINE OF SAID OAKWOOD HEIGHTS, A DISTANCE OF 1322.32 FEET TO THE NORTHWEST PLAT CORNER OF SAID OAKWOOD HEIGHTS; THENCE S89°57'28"E ALONG THE NORTH PLAT LINE OF SAID OAKWOOD HEIGHTS, BEING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER, A DISTANCE OF 493.57 FEET TO THE NORTHEAST PLAT CORNER OF SAID OAKWOOD HEIGHTS, ALSO BEING THE NORTHWEST CORNER OF AFORESAID PARCEL 'O'; THENCE S89°57'28"E ALONG THE NORTH LINE OF SAID PARCEL 'O', BEING THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 160.30 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE S89°51'29"E ALONG THE NORTH LINE OF SAID PARCEL 'O' AND THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 2,639.84 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 140.4 ACRES +/- . THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.

Property Owners:

Hope K. Farms, LLC., Clayton Mitchell Living Trust, Richard H. Backus, Marlis J. Backus, Robert L. Stephenson, Shelli R. Stephenson, Bradley O. Johnson, Brian C. Johnson, Harold C. Tyler, Thomas L. Tyler, Wayne W. Biehl, Robyn R. Biehl, Derek Peterson, Elizabeth Peterson, Andrew W. Swanson, Rhonda L. Swanson



1 inch = 1,000 feet

Annexation Map



BERWICK-ATI GROUP ANNEXATION



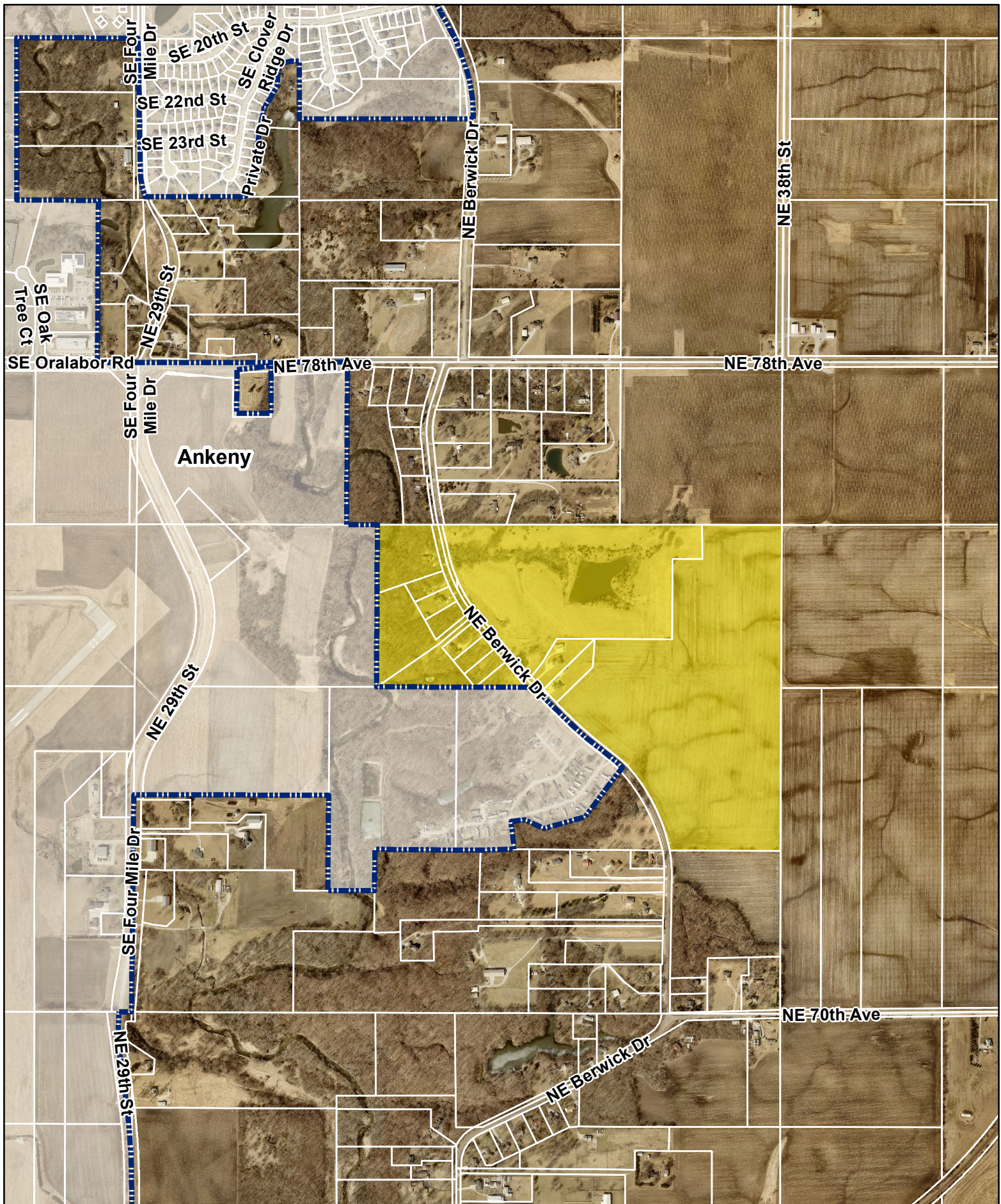
Sheet No.
1 of 15

Community Development
Department

Drawn By: DS

Checked By: EB

Date: March 20, 2023



N



1 inch = 1,000 feet

Date: 3/8/2023

**Berwick-ATI Group
80/20 Voluntary Urbanized Annexation**



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
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 associated with the development of Lot 2, Campus Town Plat 1.

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
 Storm Water Management Easement

RESOLUTION

RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ASSOCIATED WITH THE DEVELOPMENT OF LOT 2, CAMPUS TOWN PLAT 1

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement is required for the purpose of construction, installation and maintenance of the storm water management facility associated with the development of Lot 2, Campus Town Plat 1; and

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement 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:

1. That the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of Lot 2, Campus Town Plat 1 is hereby accepted.

PASSED AND APPROVED this 1st day of May, 2023.

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:

T Ivan Kling
Bradshaw, Fowler, Proctor & Fairgrave, P.C.
801 Grand Avenue, Suite 3700
Des Moines, Iowa 50309
515-246-5874

**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 **Iowa Soybean Association** (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, CAMPUS TOWN PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

(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:

STORMWATER MANAGEMENT EASEMENT 1

A PART OF LOT 2, CAMPUS TOWN PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 2; THENCE SOUTH 44°55'35" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 67.23 FEET; THENCE SOUTH 45°04'25" WEST, 41.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°55'21" EAST, 100.00 FEET; THENCE SOUTH 45°11'26" WEST, 50.00 FEET; THENCE NORTH 44°55'21" WEST, 50.00 FEET; THENCE NORTH 00°08'03" EAST, 70.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES (3,750 SQUARE FEET).

STORMWATER MANAGEMENT EASEMENT 2

A PART OF LOT 2, CAMPUS TOWN PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°54'33" EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 86.08 FEET; THENCE NORTH 00°05'27" WEST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'33" WEST, 81.65 FEET; THENCE NORTH 23°22'19" WEST, 57.71 FEET; THENCE NORTH 44°17'25" EAST, 81.08 FEET; THENCE SOUTH 23°22'19" EAST, 120.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES (6,694 SQUARE FEET).

STORMWATER MANAGEMENT EASEMENT 3

A PART OF LOT 2, CAMPUS TOWN PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°54'33" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 45.88 FEET; THENCE NORTH 00°05'27" WEST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 36°54'23" WEST, 45.00 FEET; THENCE NORTH 61°32'04" EAST, 22.00 FEET; THENCE SOUTH 73°31'31" EAST, 63.02 FEET; THENCE SOUTH 61°32'04" WEST, 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,825 SQUARE FEET).

SEE EXHIBIT "A" FOR EASEMENT PLAT

(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 Benefited Property 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 Iowa Soybean Association 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/[Number of lots in Benefited Property] 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 B, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a 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.

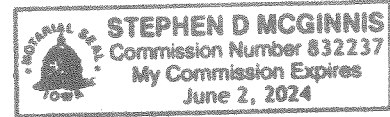
Signed this 11 day of April, 2023.

Iowa Soybean Association, Owner:

By: _____

Name: Kirk Leeds

Title: Chief Executive Officer



STATE OF IOWA, COUNTY OF Dalk, ss:

On this 11th day of April, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Kirk Leeds, to me personally known, who being by me duly sworn, did say that he is Chief Executive Officer, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Iowa Soybean Association, by it and by him voluntarily executed.

Stephen D. McGinnis
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 _____, 2023, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2023.

City Clerk of the City of Ankeny, Iowa

EXHIBIT B

**AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT**

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and Iowa Soybean Association, 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:

STORMWATER MANAGEMENT EASEMENT 1

A PART OF LOT 2, CAMPUS TOWN PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 2; THENCE SOUTH 44°55'35" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 67.23 FEET; THENCE SOUTH 45°04'25" WEST, 41.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°55'21" EAST, 100.00 FEET; THENCE SOUTH 45°11'26" WEST, 50.00 FEET; THENCE NORTH 44°55'21" WEST, 50.00 FEET; THENCE NORTH 00°08'03" EAST, 70.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES (3,750 SQUARE FEET).

STORMWATER MANAGEMENT EASEMENT 2

A PART OF LOT 2, CAMPUS TOWN PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°54'33" EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 86.08 FEET; THENCE NORTH 00°05'27" WEST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'33" WEST, 81.65 FEET; THENCE NORTH 23°22'19" WEST, 57.71 FEET; THENCE NORTH 44°17'25" EAST, 81.08 FEET; THENCE SOUTH 23°22'19" EAST, 120.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES (6,694 SQUARE FEET).

STORMWATER MANAGEMENT EASEMENT 3

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and applies to the property described as:

LOT 2, CAMPUS TOWN PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

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

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of 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: Iowa Soybean Association

By 

Name Kirk Leeds, Chief Executive Officer

Date 4/11/23

Witness 

Name Stephen D. McGinnis

EXHIBIT 'A' - EASEMENT PLAT

OWNER

IOWA SOYBEAN ASSOCIATION
1255 SW PRAIRIE TRAIL PKWY
ANKENY, IA 50023-7068

STORMWATER MANAGEMENT EASEMENT 1 DESCRIPTION

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STORMWATER MANAGEMENT EASEMENT 2 DESCRIPTION

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STORMWATER MANAGEMENT EASEMENT 3 DESCRIPTION

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PLOTTED BY: JON EROAHL:

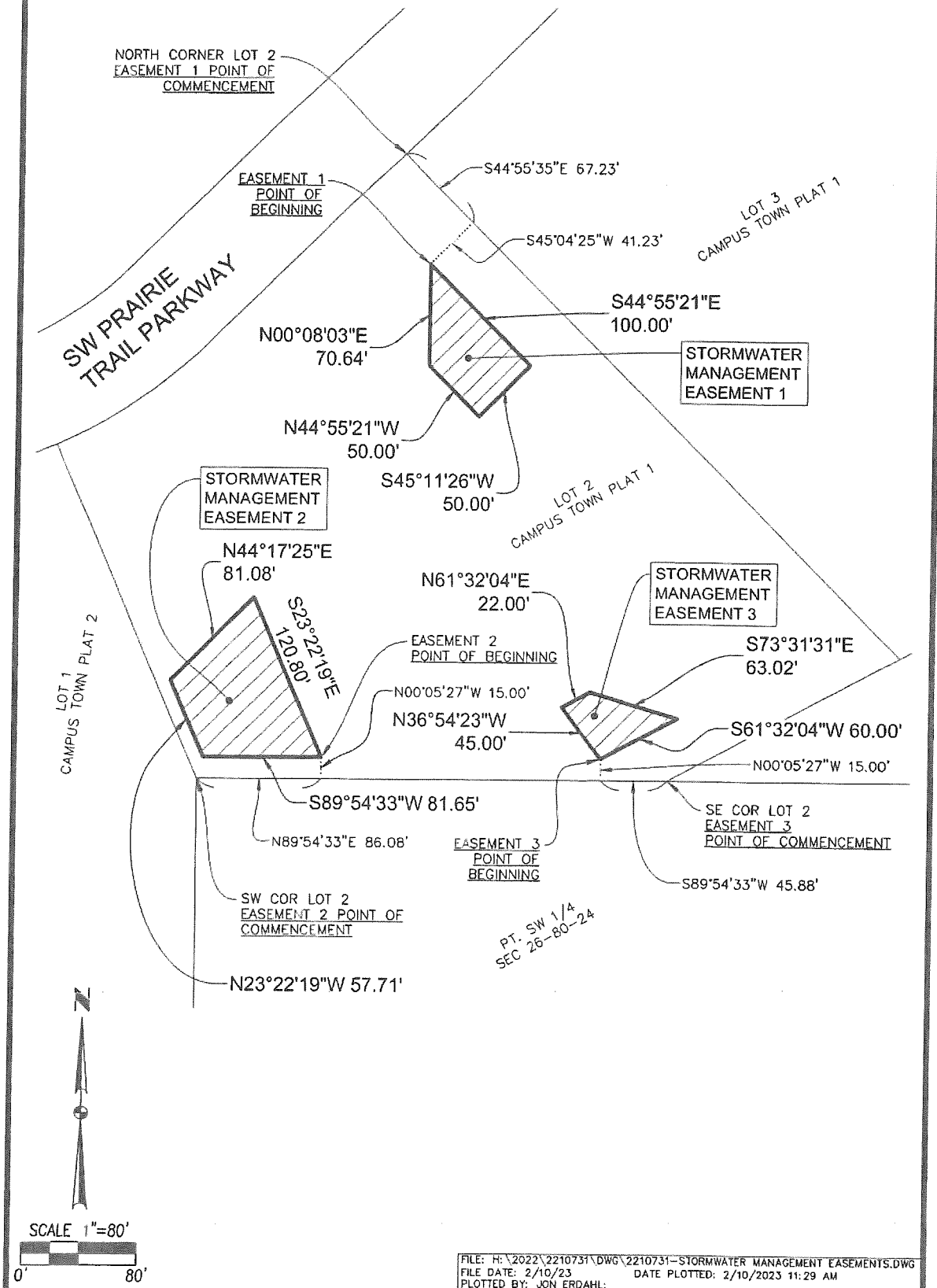
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PT. LOT 2
CAMPUS TOWN PLAT 1
EASEMENT PLAT
ANKENY, IOWA

GA
CIVIL DESIGN ADVANTAGE

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

EXHIBIT 'A' - EASEMENT PLAT



2/2
2210.731

PT. LOT 2
CAMPUS TOWN PLAT 1
EASEMENT PLAT

ANKENY, IOWA



CIVIL DESIGN ADVANTAGE

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



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, acquisition plat, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Delaware Landing Plat 1.

EXECUTIVE SUMMARY:

Delaware Landing Plat 1 Final Plat is a proposed 8.35-acre (+/-) final plat located east of SE Delaware Avenue and immediately south of an existing Sam's Club in the southeastern quadrant of Ankeny. The final plat creates two lots with two different zoning classifications; Lot 1 is zoned C-2, General Retail and Highway Oriented Commercial District w/restrictions, while Lot 2 is zoned R-1, One-Family Residence District. Staff anticipates Lot 2 being rezoned at some point in the future prior to development on the lot. Access to the site will come via the existing Sam's Club private drive to the north of the site, while public improvements call for a right turn-lane and a traffic signal at the intersection of the Sam's Club private drive and SE Delaware Avenue.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval of the final plat on March 21, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Commission Minutes
 Final Plat
 Staff Report
 Map
 Applicant Letter

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED TO STREETS, ACQUISITION PLAT, SUBDIVISION BONDS FOR SEEDING AND EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, AND PLATTED EASEMENTS FOR DELAWARE LANDING PLAT 1

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of the final plat for Delaware Landing Plat 1 on the 21st day of March 2023; and

WHEREAS, the attorney's title opinion, warranty deed to streets, acquisition plat, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements have been submitted and approved by the City Engineer and the Director of Community Development of the City of Ankeny, Iowa.

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

1. That the final plat for Delaware Landing Plat 1 is hereby approved; and
2. That the warranty deed to streets is hereby accepted; and
3. That the acquisition plat is hereby accepted; and
4. That the subdivision bonds for seeding and erosion control are hereby accepted; and
5. That the performance and maintenance bonds for paving, sanitary sewer, storm sewer, water main, subgrade and traffic signal are hereby accepted; and
6. That the public gas easement, public utility easement, public water main easement, public ingress/egress easement and public storm water management facility maintenance covenant and permanent easement agreement are hereby accepted.

PASSED AND APPROVED this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, March 21, 2023

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

CALL TO ORDER

Chair Ted Rapp called the March 21, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Trina Flack, Glenn Hunter, Ted Rapp, Annette Renaud, Todd Ripper, Lisa West, and Randy Weisheit. Staff present: E.Jensen, E.Carstens, B.Morrissey, L.Hutzell, B.Fuglsang

CONSENT AGENDA ITEMS

Item #2. Delaware Landing Plat 1 Final Plat

Motion to recommend City Council approval of the Delaware Landing Plat 1 Final Plat.

Motion by L.West to approve the recommendations for Consent Agenda Items #1 - #3. Second by T.Ripper. All voted aye. Motion carried 7– 0.

INDEX LEGEND

LOCATION:

REQUESTOR BY

PROPRIETOR:

SURVEYOR:

RETURN TO:

A PART OF PARCEL "M" AND
PARCEL "N" IN THE SW1/4 SW1/4
OF SECTION 31-T80N-R23W

DENNY ELWELL FAMILY LC
2401 SE TONES DR, STE 17
ANKENY, IA 50021-8886

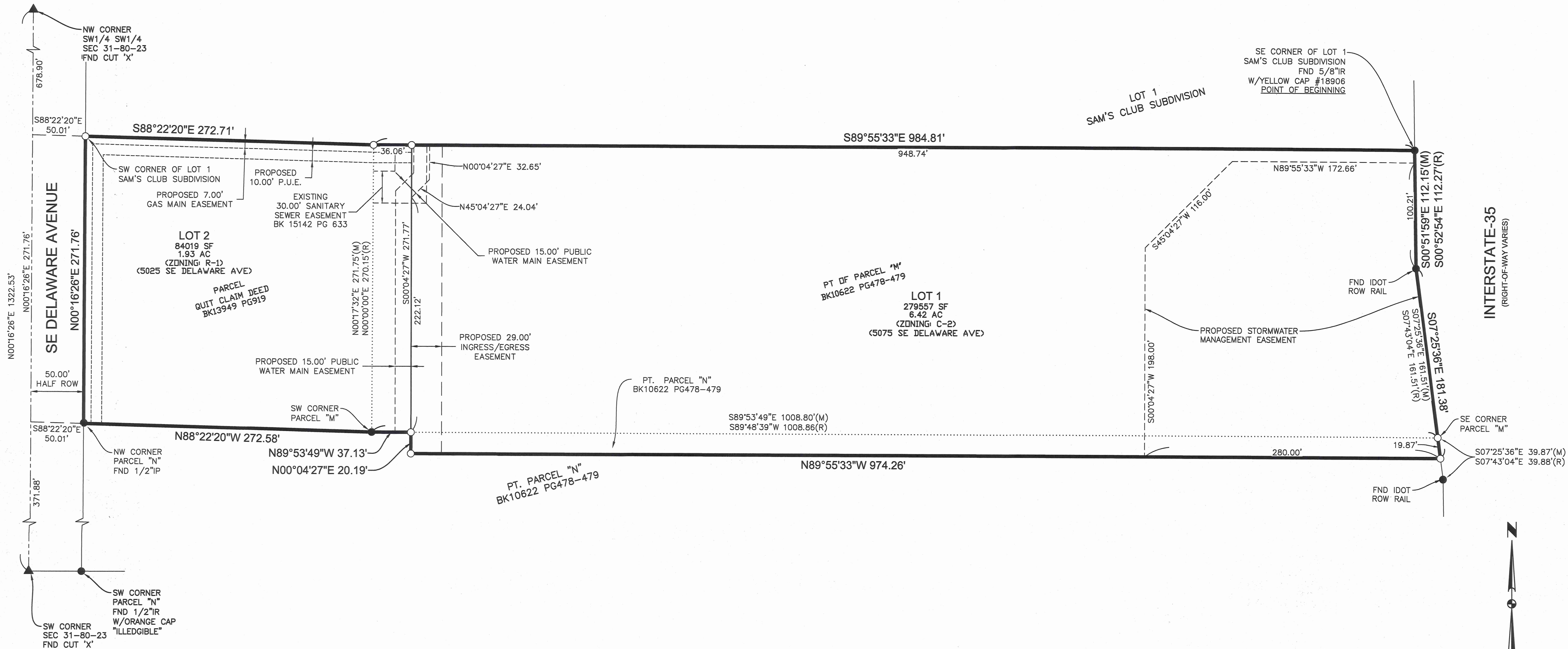
MATTHEW J. THOMAS, PLS

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

DELAWARE LANDING PLAT 1

FINAL PLAT

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	March 21, 2023
Ayes	1
Nays	0
Abstain	1
Absent	1
APPROVED	
Chairperson	Matthew J. Thomas
Secretary	Matthew J. Thomas



OWNER

DENNY ELWELL FAMILY LC
2401 SE TONES DR STE 17
ANKENY, IA 50021
CONTACT: CHRIS MURRAY
PH: (515) 964-1587

ENGINEER

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: DOUG MANDERNACH
EMAIL: DOUGM@CDA-ENG.COM
PH: (515) 369-4400

SURVEYOR

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

DATE OF SURVEY

09/14/2022

ZONING

LOT 1
C-2: GENERAL RETAIL AND HIGHWAY ORIENTED
COMMERCIAL DISTRICT

LOT 2
R-1: ONE-FAMILY RESIDENCE DISTRICT

BULK REGULATIONS:

LOT 1
SETBACKS:
FRONT = 35 FEET
REAR YARD = 40 FEET
MAXIMUM HEIGHT = 45 FEET
SIDE YARDS = NO MINIMUM REQUIREMENTS FOR ANY
OTHER PERMITTED USES, EXCEPT WHEN ADJOINING
ANY R DISTRICT, IN WHICH CASE, 25 FEET.

LOT 2
SETBACKS:
FRONT = 35 FEET
SIDE:
ONE-STORY = IF ONE STORY: 18 FEET; 8
FEET MINIMUM ON ONE SIDE
TWO STORY = IF TWO-STORY: 20 FEET; 10
FOOT MINIMUM ON ONE SIDE
CHURCH/SCHOOL = 35 FEET ON EACH SIDE
REAR = 35 FEET

MAXIMUM HEIGHTS:
GARAGE = 14 FEET
PRINCIPAL BUILDING (DWELLING) = 35 FEET
PRINCIPAL BUILDING (NON-DWELLING) = 45 FEET

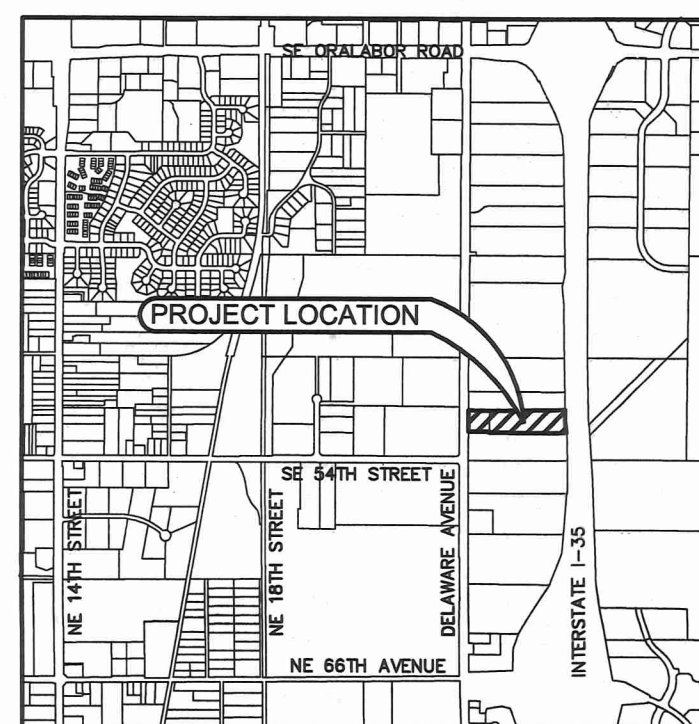
PLAT DESCRIPTION

A PART OF PARCELS "M" AND "N" AS SHOWN ON THE CORRECTED PLAT OF SURVEY RECORDED IN BOOK 10622, PAGE 478-479 AND A PART OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 13949, PAGE 919, ALL BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 80 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 SOUTHEAST CORNER OF LOT 1, SAMS CLUB SUBDIVISION, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE SOUTH 00°51'59" EAST ALONG THE EAST LINE OF SAID PARCEL "M", 112.15 FEET; THENCE SOUTH 07°25'36" EAST ALONG SAID EAST LINE AND THE EAST LINE OF SAID PARCEL "N", 181.38 FEET; THENCE NORTH 89°55'33" WEST, 974.26 FEET; THENCE NORTH 00°04'27" EAST, 20.19 FEET TO THE NORTH LINE OF SAID PARCEL "N"; THENCE NORTH 89°53'49" WEST ALONG SAID NORTH LINE, 37.13 FEET; THENCE NORTH 88°22'20" WEST ALONG SAID NORTH LINE, 272.58 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "N"; THENCE NORTH 00°16'26" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SE DELAWARE AVENUE, 271.76 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAMS CLUB SUBDIVISION; THENCE SOUTH 88°22'20" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 272.71 FEET; THENCE SOUTH 89°55'33" EAST ALONG SAID SOUTH LINE, 984.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.35 ACRES (363,575 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

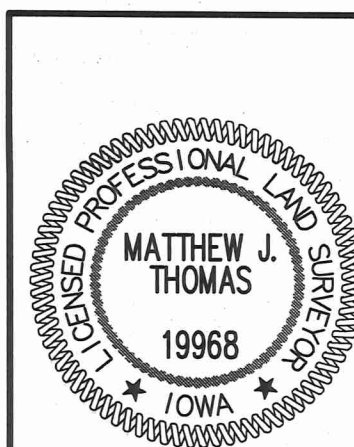
VICINITY MAP



CITY OF ANKENY

LEGEND:

FOUND	SET
SECTION CORNER AS NOTED	1/2" REBAR, RED CAP #19968 (UNLESS OTHERWISE NOTED)
PLATTED BEARING & DISTANCE	P
MEASURED BEARING & DISTANCE	M
RECORDED BEARING & DISTANCE	R
DEEDED BEARING & DISTANCE	D
MINIMUM PROTECTION ELEVATION	MPE
PUBLIC UTILITY EASEMENT	P.U.E.
CENTERLINE	---
SECTION LINE	---
EASEMENT LINE	---



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Matthew J. Thomas, P.L.S.
DATE: 03/29/2023
LICENSE NUMBER 19968
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

DELAWARE LANDING PLAT 1
FINAL PLAT

1
1
2205.322



*Plan and Zoning Commission
Staff Report*

Meeting Date: March 21st, 2023

Agenda Item: Delaware Landing Plat 1 - Final Plat
Report Date: March 15th, 2023
Prepared by: Bryan Morrissey, *ESC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Delaware Landing Plat 1 Final Plat.

Project Summary:

The Delaware Landing Plat 1 – Final Plat is a proposed 8.35-acre (+/-) final plat located east of SE Delaware Avenue and immediately south of an existing Sam’s Club in the southeastern quadrant of Ankeny. The final plat creates two lots with two different zoning classifications; Lot 1 is zoned C-2, General Retail and Highway Oriented Commercial District w/restrictions, while Lot 2 is zoned R-1, One-Family Residence District. Staff anticipates Lot 2 being rezoned at some point in the future prior to development on the lot. Access to the site will come via the existing Sam’s Club private drive to the north of the site, while public improvements call for a right turn-lane and a traffic signal at the intersection of the Sam’s Club private drive and SE Delaware Avenue.

Project Report:

- Streets:** New public streets are not included as a part of the proposed development, as vehicular access to the site will come from the existing Sam’s Club private drive off SE Delaware Avenue. Public improvements stemming from the required traffic impact study call for a right turn-lane and a traffic signal to be installed at the intersection of the private drive and SE Delaware Avenue.
- Water:** An existing twelve-inch water main exists near the northwest corner of Lot 1. Eight-inch mains will stem from that existing line and will be extended near the north and west property lines of Lot 1.
- Sewer:** Eight-inch sanitary service will be extended along the northern property line of Lot 1 on the site by connecting to the existing sanitary line that’s present near the northwest corner of Lot 1.
- Drainage:** Stormwater in the area generally flows to the south and east as a stormwater management easement has been proposed on the eastern side of Lot 1. Individual lots on the site will require on-site detention
- Parkland:** Parkland dedication is not required for commercial developments.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Delaware Landing Plat 1
NAME OF OWNER: Denny Elwell Family, LC
NAME OF DEVELOPER: Copeland Development & Construction CO., Inc.

GENERAL INFORMATION:

PLAT LOCATION: Intersection of SE Delaware Avenue and Sam's Club private drive.
SIZE OF PLAT: 8.35 acres
ZONING: Lot 1: C-2, General Retail and Highway Oriented Commercial District w/restrictions,
Lot 2: R-1, One-Family Residence District

LOTS:

NUMBER: 2
SIZE/DENSITY: Lot 1: 6.42 acres Lot 2: 1.93 acres
USE: Commercial
BUILDING LINES: Lot 1 - Front = 35', Side = none required, except when adjacent to any residential district, in which case - 25', Rear = 40', Lot 2 - Front = 35', Side = 18' (one story) or 20' (more than one story), Rear = 35'

PARK SITE DEDICATION: Not Required for Commercial Developments

ADJACENT LANDS:

NORTH: C-2, General Retail and Highway Oriented Commercial District w/restrictions
SOUTH: C-2, General Retail and Highway Oriented Commercial District w/restrictions
EAST: Interstate-35
WEST: R-1, One-Family Residence District (undeveloped)

WASTE WATER:

PROJECTED FLOWS: 8.35 acres of developable land x 3,000 gal. per day/acre of developable land = 25,050 GPD
TREATMENT PLANT CAPACITY (FOUR MILE): Design: 47 MGD; current daily avg. 18 MGD

STORM WATER:

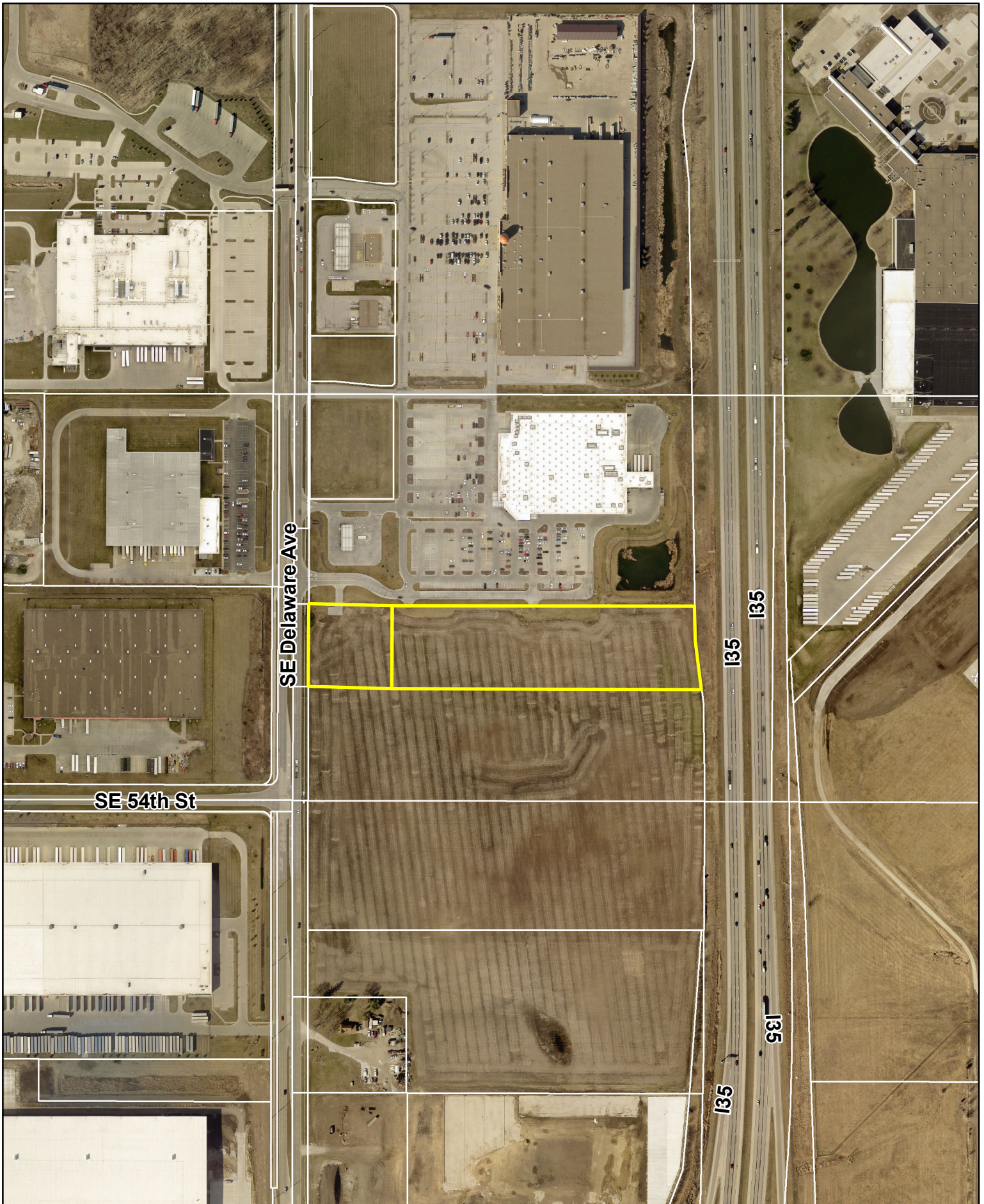
BASIN FLOWS: This plat lies in the Middle Four Mile Creek Basin

WATER SYSTEM:

USAGE: 8.35 acres of developable land x 3,000 gal. per day/acre of developable land = 25,050 GPD estimate
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



N



1 inch = 400 feet

Date: 11/2/2022

Delaware Landing Plat 1 - Final Plat



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

September 30, 2022

Plan and Zoning Commission
Attn: Eric Carstens
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Delaware Landing
Preliminary Plat, Final Plat and Site Plan

Dear Plan and Zoning Commission Members:

On behalf of Denny Elwell Family LC and Copeland Development, we are pleased to submit herewith the documents for the Preliminary Plat, Final Plat and Site Plan for the proposed development of 8.35 acres of property south of Fleet Farm on the east side of Delaware Avenue. The property is proposed to be platted into 2 lots for development. The site Plan will be within the eastern 6.42 acre lot. The existing C-2 zoning supports the proposed use.

The site plan includes a new retail building with approximately 55,000 square feet. Other site improvements include parking, storm water basins, utility service connections and landscaping.

Please accept this submittal for consideration at the regular Plan and Zoning Commission meeting on November 8th, 2022.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Doug Mandernach

cc: Chris Murray, Denney Elwell Company (via email)
Josh Copeland, Copeland Development (via email)

RECEIVED

SEP 30 2022

CITY OF ANKENY

4121 NW URBANDALE DRIVE, URBANDALE, IOWA 50322 • P 515+369+4400 • F 515+369+4410 • WWW.CDA-ENG.COM



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and subgrade in Delaware Landing Plat 1.

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

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER, AND SUBGRADE IN DELAWARE LANDING PLAT 1

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer, and subgrade in Delaware Landing Plat 1 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval and the City Council has approved the final plat for Delaware Landing Plat 1.

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

1. That the plans and specifications for the construction of water main, sanitary sewer, and subgrade are hereby accepted; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED on this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Delaware Landing Plat 1.

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

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN DELAWARE LANDING PLAT 1

WHEREAS, the plans and specifications for the construction of street paving in Delaware Landing Plat 1 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Delaware Landing Plat 1.

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

1. That the plans and specifications for the construction of street paving are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED on this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a Development Agreement with Parlay Ankeny, LLC, concerning the reimbursement of fifty percent (50%) of the costs related to the preparation, construction, and installation of a traffic signal on SE Delaware Avenue associated with the development of the Copeland Commercial Site Plan.

EXECUTIVE SUMMARY:

A Resolution authorizing the Mayor to sign a development agreement between the City and Parlay Ankeny, LLC, to reimburse the Developer for 50% of the costs and expenses, not to exceed \$195,638.70, for the installation of a traffic signal at the intersection of SE Delaware Avenue and the private drive approximately 700' north of SE 54th Street. The associated Traffic Study approved by the City, shows that additional traffic generated from the Copeland Commercial Site Plan will require a traffic signal and additional right-of-way improvements at the intersection of SE Delaware Avenue and the private drive approximately 700' north of SE 54th Street.

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
 Development Agreement

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH PARLAY ANKENY, LLC, CONCERNING THE REIMBURSEMENT OF FIFTY PERCENT (50%) OF THE COSTS RELATED TO THE PREPERATION, CONSTRUCTION, AND INSTALLATION OF A TRAFFIC SIGNAL ON SE DELAWARE AVENUE ASSOCIATED WITH THE DEVELOPMENT OF THE COPELAND COMMERCIAL SITE PLAN

WHEREAS, City staff and Parlay Ankeny, LLC, have entered into a development agreement that outlines certain terms and conditions to share the cost of a future traffic signal at the intersection of SE Delaware Avenue and the private drive approximately 700' north of SE 54th Street, and associated with the development of 5075 SE Delaware Avenue, Copeland Commercial; and

WHEREAS, City staff and Parlay Ankeny, LLC, have agreed to said terms and conditions outlined in said development agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign a development agreement on behalf of the City of Ankeny, Iowa, with Parlay Ankeny, LLC, for the installation of a future traffic signal at the intersection of SE Delaware Avenue and the private drive approximately 700' north of SE 54th Street, associated with the development of 5075 SE Delaware Avenue, Copeland Commercial.

PASSED AND APPROVED this 1st day of May, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

Michelle Yuska, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

(515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ANKENY, IOWA, AND PARLAY ANKENY, LLC**

WHEREAS, the City of Ankeny, Iowa (hereinafter the “City”) has received a site plan and traffic impact study from Parlay Ankeny, LLC, a Missouri limited liability company (hereinafter the “Developer”) regarding the construction of a commercial project including an approximately 55,000 square foot retail building to be located on the property legally described on Exhibit A attached hereto (hereinafter the “Project”); and

WHEREAS, the December 15, 2022 Traffic Study approved by the City (“Current Traffic Study”) shows that additional traffic generated from the Project will require a traffic signal and additional right-of-way improvements (“Public Improvements”) at the intersection of SE Delaware Avenue and the private drive approximately 700’ north of SE 54th Street (the “Intersection”), according to the plans and specifications set forth on Exhibit B attached hereto (the “Approved Plans”); and

WHEREAS, the Public Improvements are currently not programmed in the City’s current Capital Improvement Program (“CIP”); and

WHEREAS, Developer has agreed that, except as expressly provided herein, as a condition to receipt of a final certificate of occupancy for the Project, the Public Improvements shall be constructed at the Intersection according to the plans approved by the City as provided herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The Public Improvements shall be constructed at the Intersection and completed and the Public Improvements shall be operational prior to the Project receiving a final certificate of occupancy. Notwithstanding anything to the contrary in the approved plans or elsewhere, the City shall not withhold or delay issuance of the temporary certificate of occupancy if the delay in completing the Public Improvements is the result of supply chain disruptions, delays in receiving materials, or other matters outside the reasonable control of Developer. Developer shall bid and construct the Public Improvements at the Intersection in accordance with the Approved Plans, and City shall reasonably cooperate with such efforts, including promptly issuing any necessary permits, and promptly reviewing any changes to the Approved Plans submitted by Developer. The City agrees to promptly review any changes to Developer’s Approved Plans for the Public Improvements, and to provide City’s approval or any comments to Developer within ten (10) business days after receipt by the City. The City acknowledges and agrees that the Public

Improvements are the only off-site public improvements required in connection with Developer's development and operation of the Project, and that no other off-site public improvements shall be required in connection therewith. Promptly upon Developer's completion of the Project and the Public Improvements, the City shall issue to Developer a final certificate of occupancy for the Project. Notwithstanding anything to the contrary herein, Developer shall have no obligation to bid or construct the Public Improvements unless and until Developer develops the Project, and if the Public Improvements are bid and constructed by another party prior to Developer developing the Project, Developer shall have no further obligation under this Agreement.

2. To the extent owned by Developer, the Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the "Right of Way") reasonably acceptable to Developer and consistent with the Project, which are necessary for any street, public utility, pedestrian ramp, or other improvements to the Intersection that are required to support the Public Improvements installation. The Right-of-Way will be determined during the preliminary design phase of the Public Improvements. The Right of Way provided by Developer shall be provided at no cost to the City.

3. The City agrees to reimburse the Developer fifty percent (50%) of the costs and expenses, not to exceed \$195,638.70, solely related to the traffic signal preparation, construction, and installation, as the City's contribution to the Public Improvements costs within thirty (30) days after the Public Improvements have been completed and accepted by the City Council, which acceptance shall not be unreasonably withheld, conditioned or delayed.

4. Upon completion of the Public Improvements and acceptance thereof by the City, the City shall, upon written request of Developer, execute and deliver to Developer a termination and release of this Agreement in the form attached hereto as Exhibit C.

5. This Agreement shall be governed by the laws of the State of Iowa.

6. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance. In the event that either party must file an action or suit to enforce this Agreement, the prevailing party shall be entitled to collect from the defaulting party all costs and expenses incurred by the prevailing party in connection with such action or suit (including attorney fees, court costs and expert witness fees).

7. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

8. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

9. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

10. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

City:

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Attn.: Don Clark, PE

Developer:

Parlay Ankeny, LLC
101 Vine Street
Chillicothe, MO 64601
Attn.: Josh Copeland

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2023.

PARLAY ANKENY, LLC

CITY OF ANKENY, IOWA

By: J. David Copeland
J. David Copeland, Manager

By: _____
Mark E. Holm, Mayor
Attest:

By: _____
Michelle Yuska, City Clerk

STATE OF Missouri
COUNTY OF Livingston, ss:

STATE OF IOWA
COUNTY OF POLK, ss:

On the 20 day of April, 2023,
before me, a Notary Public in and for said County and
State personally appeared J. David Copeland of Parlay
Ankeny, LLC, to me personally known, who being by me
duly sworn, did say that he is the Manager of Parlay
Ankeny, LLC, executing the within and foregoing
instrument and acknowledged that he executed the same as
his voluntary act and deed of the corporation, by it and by
him voluntarily executed.

On the ____ day of _____, 2023,
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 _____, 2023,
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.

Ashley Duncan
Notary Public in and for said State of Mo.

Notary Public in and for the State of Iowa

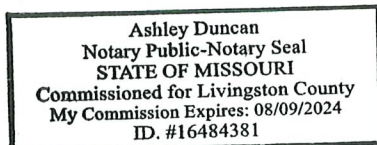


Exhibit A
Project Legal Description

Lot 1, Delaware Landing Plat 1, an Official Plat in the City of Ankeny, Polk County, Iowa

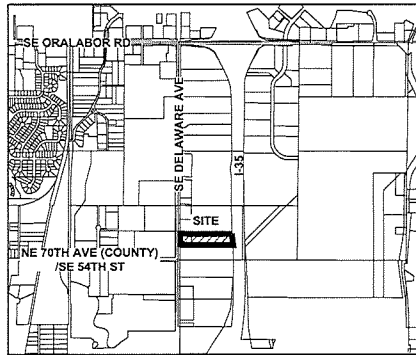
Exhibit B

Public Improvements Approved Plans

CONSTRUCTION PLANS FOR: COPELAND COMMERCIAL INTERSECTION IMPROVEMENTS

ANKENY, IOWA

VICINITY MAP NOT TO SCALE



ANKENY, IOWA

OWNER

DENNY ELWELL FAMILY LLC
2401 SE TONES DR STE 17
ANKENY, IA 50021
CONTACT: CHRIS MURRAY
PH: (515) 984-1587

APPLICANT

COPELAND DEVELOPMENT AND CONSTRUCTION CO., INC
101 VINE STREET
CHILLICOTHE, MO 64601
CONTACT: JOSH COPELAND
PH: (816) 804-3885
EMAIL: JOSH@CCDCINC.COM

ENGINEER

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

SURVEYOR

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

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = MARCH 2023
ANTICIPATED FINISH DATE = MARCH 2024

SUBMITTAL DATES

FIRST SUBMITTAL: 1/16/2023
SECOND SUBMITTAL: 2/14/2023
THIRD SUBMITTAL: 3/10/2023
FOURTH SUBMITTAL: 3/27/2023
FIFTH SUBMITTAL: 4/10/2023

LEGAL DESCRIPTION

LOT 1, DELAWARE LANDING PLAT 1

ZONING

C-2: GENERAL RETAIL AND HIGHWAY ORIENTED
COMMERCIAL DISTRICT

PROJECT SITE ADDRESS

5075 SE DELAWARE AVENUE
ANKENY, IA 50021

EXISTING/ PROPOSED USE

PROPOSED USE: RETAIL STORE

DATE OF SURVEY

06/14/2022

BENCHMARKS

- CDA SET BM, TOP OF SOUTH BASE PLATE OF LIGHT POLE IN THE SE CORNER OF THE SAMS CLUB PARKING LOT. ELEV=944.37
- CDA SET BM, TOP OF THE HYDRANT AT THE SW CORNER OF THE INTERSECTION OF SE DELAWARE AVENUE AND THE SOUTHERN ENTRANCE TO THE SAMS CLUB PARKING LOT. ELEV=956.36

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

INDEX OF SHEETS

NO.	DESCRIPTION
C.01	TITLE SHEET
C.02	TYPICAL SECTION AND DETAILS
C.03	QUANTITIES AND REFERENCE NOTES
C.04	DEMOLITION AND GRADING PLAN
C.05	TURN LANE DETAILS
C.06	INTERSECTION DETAILS
C.07	STRIPING PLAN
C.08	SIDEWALK CLOSURE PLAN
N.01-N.13	TRAFFIC SIGNAL PLAN

GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SANITARY MANHOLE
SECTION LINE	WATER VALVE BOX
CENTER LINE	FIRE HYDRANT
RIGHT OF WAY	WATER CURB STOP
BUILDING SETBACK	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-502 STORM INTAKE	FLARED END SECTION
TYPE SW-503 STORM INTAKE	DECIDUOUS TREE
TYPE SW-505 STORM INTAKE	CONIFEROUS TREE
TYPE SW-506 STORM INTAKE	DECIDUOUS SHRUB
TYPE SW-508 STORM INTAKE	CONIFEROUS SHRUB
TYPE SW-512 STORM INTAKE	ELECTRIC POWER POLE
TYPE SW-513 STORM INTAKE	GUY ANCHOR
TYPE SW-401 STORM MANHOLE	STREET LIGHT
TYPE SW-402 STORM MANHOLE	POWER POLE W/ TRANSFORMER
FLARED END SECTION	UTILITY POLE W/ LIGHT
TYPE SW-301 SANITARY MANHOLE	ELECTRIC BOX
STORM/SANITARY CLEANOUT	ELECTRIC TRANSFORMER
WATER VALVE	ELECTRIC MANHOLE OR VAULT
FIRE HYDRANT ASSEMBLY	TRAFFIC SIGN
DETECTABLE WARNING PANEL	TELEPHONE JUNCTION BOX
WATER CURB STOP	TELEPHONE MANHOLE/VAULT
STORM SEWER STRUCTURE NO.	GAS VALVE BOX
STORM SEWER PIPE NO.	CABLE TV JUNCTION BOX
SANITARY SEWER STRUCTURE NO.	CABLE TV MANHOLE/VAULT
SANITARY SEWER PIPE NO.	MAIL BOX
SANITARY SEWER	BENCHMARK
STORM SEWER	SOIL BORING
STORM SERVICE	UNDERGROUND TV CABLE
WATERMAIN WITH SIZE	GAS MAIN
WATER SERVICE	FIBER OPTIC
SAWCUT (FULL DEPTH)	UNDERGROUND TELEPHONE
SILT FENCE	OVERHEAD ELECTRIC
USE AS CONSTRUCTED	UNDERGROUND ELECTRIC
MINIMUM PROTECTION ELEVATION	FIELD TILE
	SANITARY SEWER WITH SIZE
	STORM SEWER WITH SIZE
	WATER MAIN WITH SIZE



1-800-292-8989
www.iowaonecall.com



CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE, URBANDALE, IA 50322

PH: (515) 369-4400

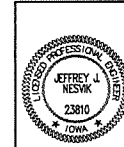
PROJECT NO. 2205.322

APPROVED BY CITY
4/12/2023

THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF ANKENY CODES/ORDINANCES. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE. DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2023 EDITION OF THE SDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTAL SPECIFICATIONS SHALL APPLY TO ALL WORK ON THIS PROJECT EXCEPT AS MODIFIED HEREIN.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

JEFFREY J. NESVİK, P.E. DATE
LICENSE NUMBER 23810
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL
SHEETS C.01-C.08

[illegible]

ITEM NO.	DESCRIPTION
	THE 2023 EDITION OF THE SUDAS STANDARD SPECIFICATIONS MANUAL AND ALL CITY SUPPLEMENTAL SPECIFICATIONS SHALL APPLY TO ALL WORK PERFORMED ON THIS PROJECT EXCEPT AS MODIFIED HEREIN. REFER TO PROJECT SPECIFICATIONS FOR EXCEPTIONS TO THE STANDARD SPECIFICATIONS. ALL REFERENCES TO SECTIONS AND FIGURES ARE TO THE SUDAS STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
1	CLEAR AND GRUB ALL AREAS AFFECTED BY GRADING OPERATIONS. THE CONTRACTOR SHALL FIELD VERIFY CLEARING AND GRUBBING NEEDS PRIOR TO BIDDING. INCLUDES REMOVAL OF ANY EXISTING FIELD FENCE, ALL MATERIAL THAT IS REMOVED FROM THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR. DO NOT DISTURB CROPS OUTSIDE OF THE PROJECT LIMITS.
2	STRIP, SALVAGE AND SPREAD THE TOP 12 INCHES OF TOPSOIL. RESPREAD TOPSOIL WITHIN THE RIGHT OF WAY, ON BALDSPORES AND IN DEVELOPED AREAS A MINIMUM OF 8 INCHES THICK. TOPSOIL TO BE RESPREAD SHALL BE FREE OF ROCK AND DEBRIS AND BE SUITABLE FOR THE GROWTH OF GRASS. COORDINATE LOCATION OF STOCKPILE WITH OWNER.
3	EXCAVATION INCLUDES ALL WORK NECESSARY TO ACHIEVE PROPER GRASSES AS SHOWN IN THE PLANS. NO PAYMENT FOR OVERHAUL SHALL BE ALLOWED. SHRINKAGE WAS ASSUMED TO BE 25%.
4	REFER TO SHEET C-02 FOR TYPICAL LOCATIONS AND THICKNESS. QUANTITY BASED ON TWO-8 INCH LIFTS.
5-6	REFER TO FIG. 7030.011 - JOINTS FOR CONSTRUCTION DETAILS. REFER TO INTERSECTION SHEETS FOR JOINTING AND GEOMETRIC PLAN DETAILS. TYPICAL 'C' AND 'CO' JOINT SPACING IS 15 FEET. CORNER AGGREGATE FOR PCC PAVEMENT SHALL BE CLASS 3 DURABILITY.
7	REFER TO FIG. 7030.207 - CURB RAMP FOR CLASS B OR C SIDEWALK FOR CONSTRUCTION DETAILS. SIDEWALK SHALL BE 6 INCHES IN DEPTH FOR RAMPS AND TURNING SPACES. MINOR GRADING ADJACENT TO SIDEWALKS SHALL BE CLASS 3 DURABILITY.
9	REFER TO FIG. 7030.210 DETECTABLE WARNING PLACEMENT FOR CONSTRUCTION DETAILS. DETECTABLE WARNING PANELS SHALL BE INSTALLED PER SECTION 7030. DETECTABLE WARNING PANELS WITHIN 5' SIDEWALK SHALL BE BRICK RED, PLASTIC PRE-MANUFACTURED PANELS. PANELS WITHIN THE 8' TRAIL ON THE WEST SIDE OF DELAWARE AVENUE SHALL BE BRICK RED, CAST-IRON PRE-MANUFACTURED PANELS.
10-13	ALL PAVEMENT REMOVED FROM THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR. ALL FULL DEPTH SAW CUTTING FOR REMOVALS SHALL BE CONSIDERED INCIDENTAL.
15	REFER TO TRAFFIC CONTROL NOTES ON THIS SHEET. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE CONTRACTOR SHALL INSTALL AND MAINTAIN ROAD BARRICADES AT THE END OF EXISTING PAVEMENT UNIT. THE PROJECT IS ACCEPTED BY THE CITY. REFER TO SHEET C-02 FOR STANDARD LANE CLOSURE TRAFFIC CONTROL DETAILS.
16	INCLUDES ALL MATERIALS, EQUIPMENT, AND LABOR NEEDED TO PERFORM SEEDING. SEED MIXTURE SHALL BE TYPE 1 (PERMANENT LAWN MIXTURE). REFER TO SECTION 9010. 202A TYPE 1 (PERMANENT LAWN MIXTURE) FOR SEED MIXTURE. CONTRACTOR SHALL SEED ALL DISTURBED AREAS.
17-19	REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR CONSTRUCTION DETAILS AND INITIAL EROSION CONTROL PLAN. THE CLIENT/OWNER WILL BE RESPONSIBLE FOR MONITORING THE SITE AND KEEPING THE SWPPP CURRENT. EACH PHASE OF CONSTRUCTION, CIVIL DESIGN ADVANTAGE IS NOT RESPONSIBLE FOR KEEPING THE SWPPP UPDATED THROUGHOUT CONSTRUCTION OR FOR DISTRIBUTION OF THE PLAN TO CONTRACTORS. IT WILL BE THE DUTY OF THE CLIENT OR CLIENT'S AGENT TO SEE THAT ALL CONTRACTORS RECEIVE A COPY OF THE SWPPP AND SIGN THE CERTIFICATION STATEMENTS. IT IS ALSO THE DUTY OF THE CLIENT OR CLIENT'S AGENT TO PERIODICALLY UPDATE THE SWPPP THROUGHOUT CONSTRUCTION TO MEET ALL EPA, TMDL AND LOCAL GOVERNMENTAL AGENCY REQUIREMENTS.
20	REFER TO SHEET N-01 FOR TRAFFIC SIGNALIZATION QUANTITIES.

1. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE CITY OF DENVER, COLORADO, AND THE APPROPRIATE UTILITY COMPANIES. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND MAINTAIN ALL NECESSARY SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHAT IS PRESENTLY NOT KNOWN OR SHOWN ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.
3. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
4. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY (48 HRS NOTICE) THE FOLLOWING:
 - a. CITY OF ANKENY
 - b. APPROPRIATE UTILITY COMPANIES
 - c. OWNER
 - d. CIVIL DESIGN ADVANTAGE
5. THE CONTRACTOR SHALL NOTIFY THE CITY OF ANKENY AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN ALL SUBCONTRACTORS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
8. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
9. THE CONTRACTOR MAY BE REQUIRED AS DIRECTED BY THE ENGINEER OR THE CITY, TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT OF EXISTING OR FLUXED UTILITIES MAY BE NECESSARY AT THESE LOCATIONS.
10. SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS AS THE PROFILES SHOWN ON THE PLANS AND THE ELEVATIONS SHOWN ON THE INTERSECTION DETAILS ARE OBTAINED. SHORT LENGTHS OF CURVE OR FLUXED UTILITIES MAY BE NECESSARY AT THESE LOCATIONS.
11. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE PROPOSED AND EXISTING RIGHT OF WAY, CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS.
12. THE CONTRACTOR IS REQUIRED TO BE FAMILIAR WITH AND COMPLY WITH OSHA STANDARDS. NOTHING WITHIN THESE PLANS SHALL RELIEVE THE CONTRACTOR OF THIS REQUIREMENT.
13. CIVIL DESIGN ADVANTAGE WILL PROVIDE ALL CONSTRUCTION STAKING ON THIS PROJECT. NOTARY CHARLIE MCDOULTON (515-369-4433) A MINIMUM OF 48 HOURS BEFORE CONSTRUCTION STAKES ARE

1. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORK SHALL BE REMOVED IMMEDIATELY.
3. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
4. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES. SIGNAGE AND TEMPORARY PEDESTRIAN ACCESS ROUTE THROUGH CONSTRUCTION AREA SHALL MEET THE REQUIREMENTS OF PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), SECTION 20205 AND IDMA DOT DESIGN MANUAL, CHAPTER 12A-6.
5. THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAYMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS OR SIGNAGE FOR THE PROJECT OR FOR THE PROTECTION OF THE WORK.
6. THE CONTRACTOR IS RESPONSIBLE TO PROTECT CITY SIGNS AND POSTS, INCLUDING REPAIR OR REPLACEMENT OF DAMAGED SIGNS OR POSTS.

1. PRIOR TO ANY WORK AT THE SITE, THE CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITIES COMPANIES TO DETERMINE IF NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM EXISTING UTILITIES.
2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - A. NAME OF AGENCY
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. TYPE OF DESIGN ADVANTAGE
 - E. ARCHITECT
3. DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND AGENCY.
4. PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE PARTIAL ONLY. IT SHALL BE THE RESPONSIBILITY OF THE ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
5. EXCAVATE AND REMOVE EXISTING UTILITIES TO A MINIMUM COMPACTED TO 3% MAXIMUM STANDARD PROCTOR DRY DENSITY AND MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% MAXIMUM STANDARD PROCTOR DRY DENSITY. PLACE TO BE REMOVED BY A GEO-TECHNICAL ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT THAT THERE IS ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
6. FIELD VERIFY EXISTING GRADES AND LOCATION OF EXISTING SUBSTRUCTURE, UTILITIES, AND OTHER FEATURES TO BE REMOVED AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THE DEMOLITION.
8. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL, REGIONAL AND STATE REQUIREMENTS.
9. CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE AS SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL BE IN COMPLIANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY DEMOLITION SAFETY REQUIREMENTS.
11. REFER TO SHEET C-0.7 FOR EXISTING PAVEMENT PARKING AND DRIVEWAYS.
12. PROVIDE SAWCUTS AT EXISTING JOINT LINES. FINAL SAWCUT LINES TO BE VERIFIED/APPROVED BY THE CITY PRIOR TO

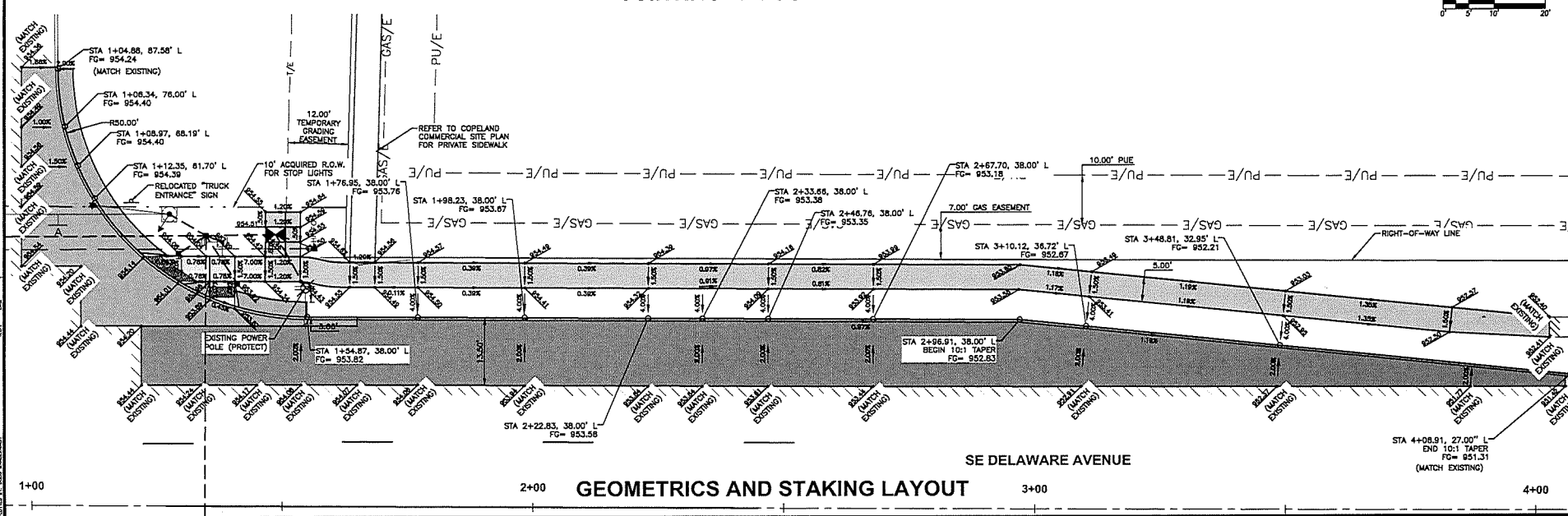
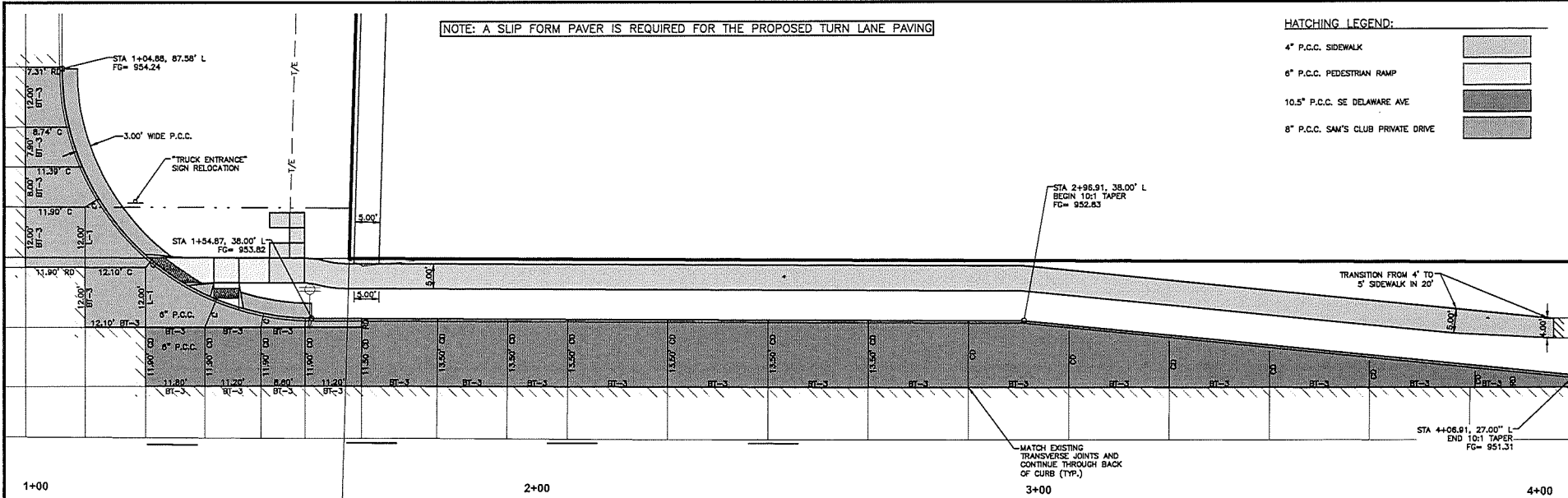


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NOTE: A SLIP FORM PAVER IS REQUIRED FOR THE PROPOSED TURN LANE PAVING

HATCHING LEGEND:

4" P.C.C. SIDEWALK	
6" P.C.C. PEDESTRIAN RAMP	
10.5" P.C.C. SE DELAWARE AVE	
8" P.C.C. SAM'S CLUB PRIVATE DRIVE	



DATE

04/10/2023

FIFTH SUBMITTAL

03/27/2023

FOURTH SUBMITTAL

03/19/2023

THIRD SUBMITTAL

03/12/2023

SECOND SUBMITTAL

02/27/2023

FIRST SUBMITTAL

01/16/2023

REVISIONS

04/10/2023

4121 NW URBANDALE DRIVE

URBANDALE, IA 50322

PHONE: (515) 369-4400

ENGINEER: JIN

PM: DAM

CIVIL DESIGN ADVANTAGE

ANKER, IOWA

COPELAND COMMERCIAL

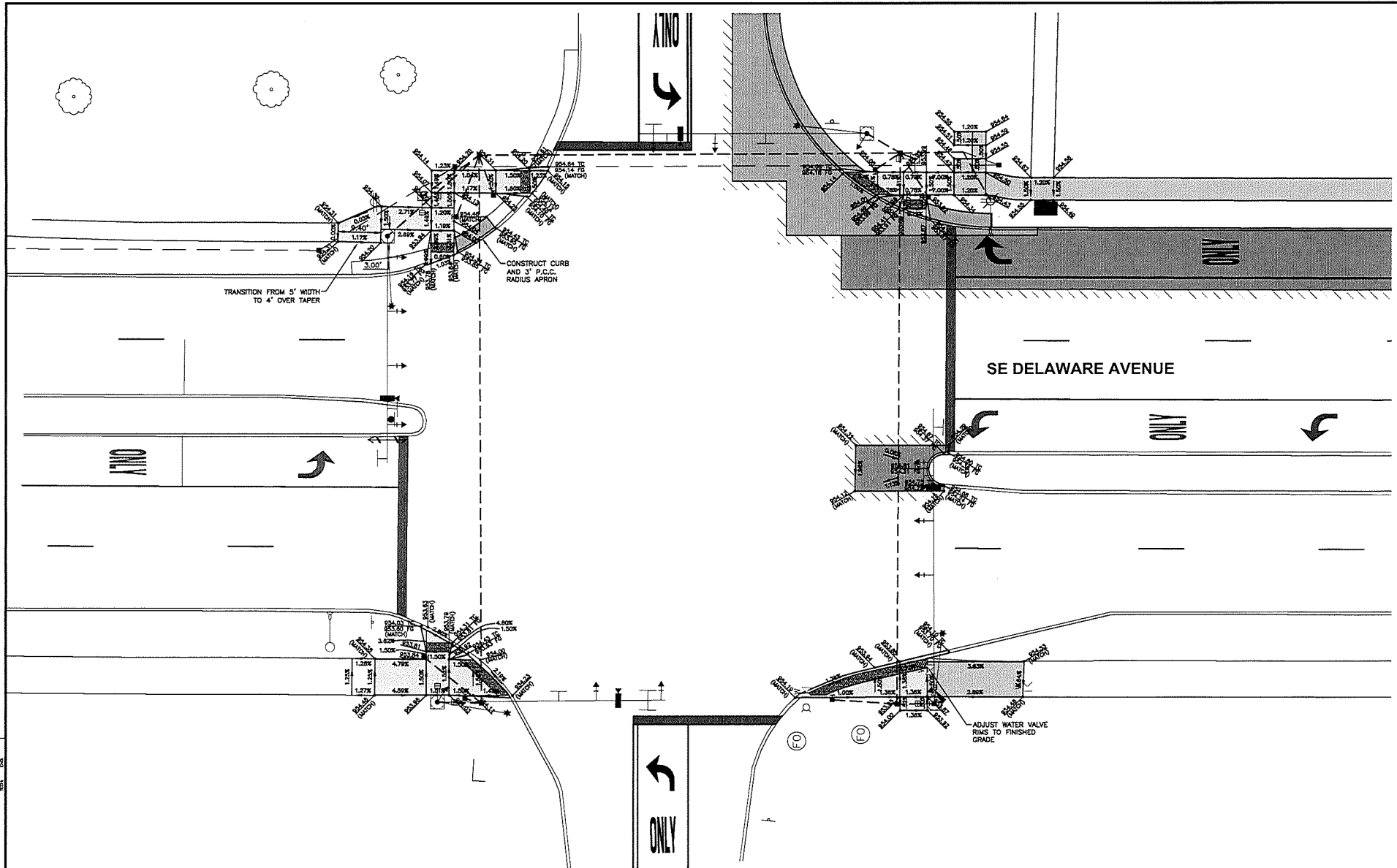
INTERSECTION IMPROVEMENTS

DELAWARE AVE. RIGHT TURN LANE DETAILS

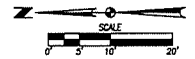
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12" INTERSECTION IMPROVEMENTS - SEE L&S MAPS/SECTION 100
 12" INTERSECTION IMPROVEMENTS - SEE L&S MAPS/SECTION 100
 12" INTERSECTION IMPROVEMENTS - SEE L&S MAPS/SECTION 100

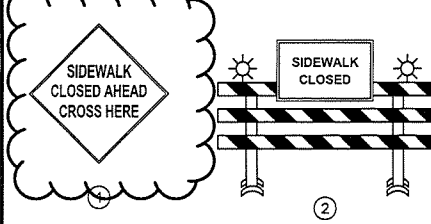


INTERSECTION DETAILS



COPELAND COMMERCIAL INTERSECTION IMPROVEMENTS INTERSECTION DETAILS		ANKENY, IOWA CIVIL DESIGN ADVANTAGE	ENGINEER: JUN PM: DAM
C0.6 2205.322		4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400	
REVISIONS		DATE	
FIFTH SUBMITTAL 04/16/2022		04/16/2022	
FOURTH SUBMITTAL 03/27/2022		03/27/2022	
THIRD SUBMITTAL 03/16/2022		03/16/2022	
SECOND SUBMITTAL 03/09/2022		03/09/2022	
FIRST SUBMITTAL 02/24/2022		02/24/2022	

SIGN LEGEND

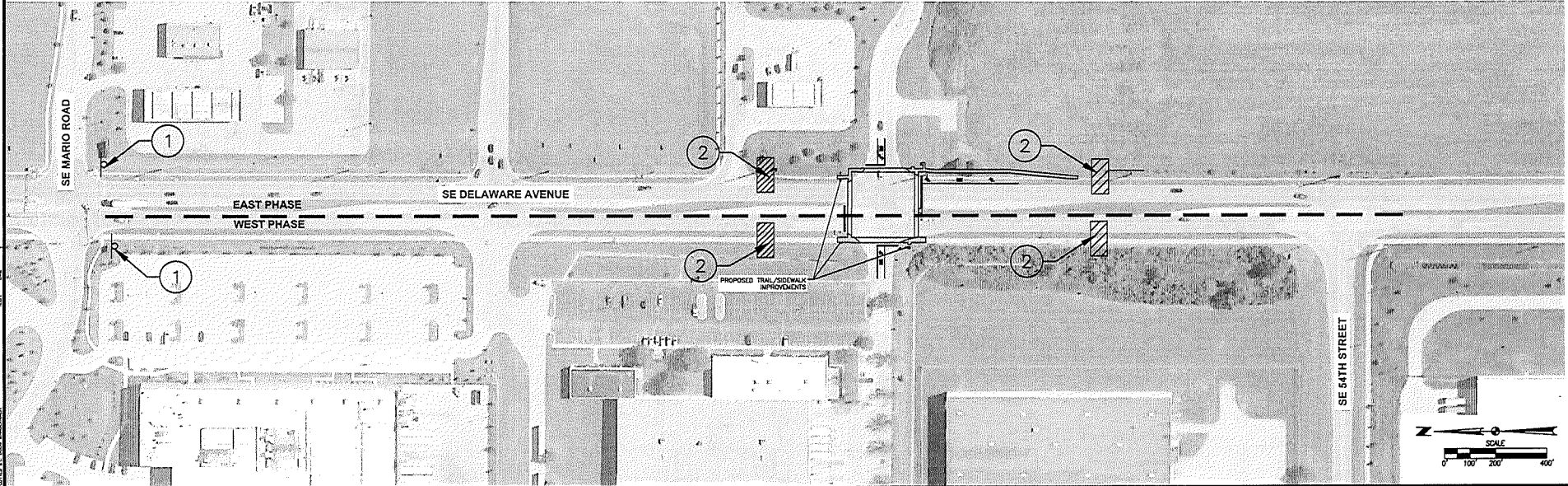
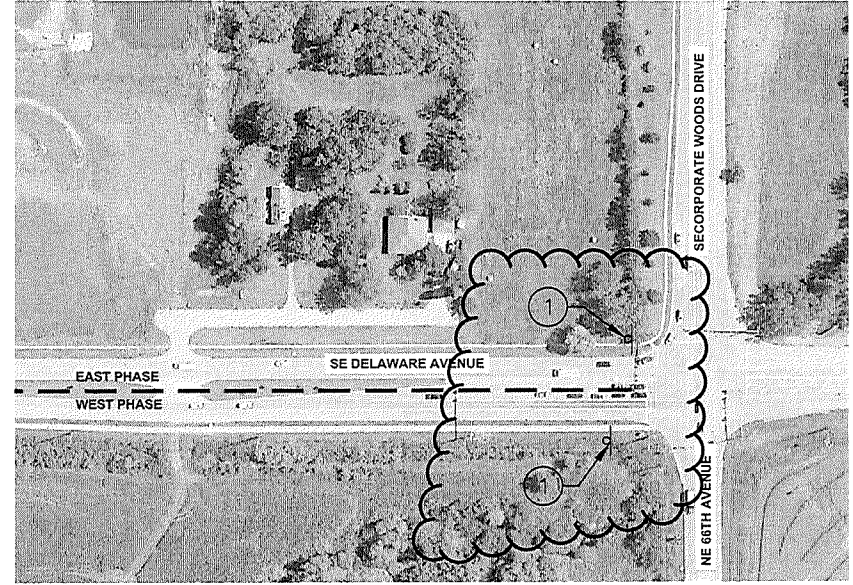


SIDEWALK CLOSURE NOTES

INTERSECTION RAMP CONSTRUCTION IS TO BE CARRIED OUT IN SUCH A WAY THAT ONE THROUGH PEDESTRIAN ROUTE IS AVAILABLE ALONG SE DELAWARE AVENUE AT ANY GIVEN TIME.

EAST PHASE RAMP CONSTRUCTION SHALL TAKE PLACE DURING TURN-LANE CONSTRUCTION AND SHALL BE COMPLETED BEFORE DEMOLITION OF THE EXISTING PEDESTRIAN RAMPS FOR THE 6-FOOT TRAIL ON THE WEST SIDE OF THE ROADWAY IS CARRIED OUT.

DUE TO PHASING, NO PEDESTRIAN DETOUR IS REQUIRED FOR THE INTERSECTION IMPROVEMENTS. EAST SIDE SIDEWALK AND RAMPS SHALL BE OPERATIONAL PRIOR TO WEST SIDE CLOSURE. SIDEWALK CLOSURE SIGNAGE IS TO BE RELOCATED TO THE WEST SIDE OF THE ROADWAY BEFORE DEMOLITION MAY COMMENCE FOR THE WEST PHASE.



DATE	REVISIONS
04/19/2023	FIFTH SUBMITTAL
02/27/2023	FOURTH SUBMITTAL
03/10/2023	THIRD SUBMITTAL
02/14/2023	SECOND SUBMITTAL
01/16/2023	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JN
PM: DAM



ANKENY, IOWA

**COPELAND COMMERCIAL
INTERSECTION IMPROVEMENTS
SIDEWALK CLOSURE PLAN**

C0.8

2205.322

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: Mark J. Belding

NAME: LELAND J. BELDING

DATE: 04-10-2023

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES COVERED BY THIS SEAL: ALL



TRAFFIC SIGNAL LEGEND

	SIGNAL HEAD WITH BACKPLATE		VIDEO DETECTION ZONE
	EXISTING SIGNAL HEAD WITH BACKPLATE		SIGNAL BASE NUMBER
	SIGNAL HEAD WITHOUT BACKPLATE		SIGNAL HEAD NUMBER
	EXISTING SIGNAL HEAD WITHOUT BACKPLATE		PEDESTRIAN BUTTON NUMBER
	SIGN - MAST ARM MOUNTED		
	PEDESTRIAN SIGNAL HEAD		
	HANDHOLE		VIDEO DETECTOR
	EXISTING HANDHOLE		PTZ VIDEO CAMERA
	SIGNAL BASE		EMERGENCY VEHICLE PREEMPTION
	CONTROLLER		LUMINAIRE
	WIND DAMPENER		EXISTING CONDUIT
	UTILITY POLE		PROPOSED CONDUIT

2600 University Parkway, Suite 1 • Coralville, Iowa 52241
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

QUANTITIES

DWG. NO.	
3	
N.01	
PROJECT	50632

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 PLOTTED: Monday, April 10, 2023 3:35:37 PM

GENERAL

- CONTRACTOR IS RESPONSIBLE FOR CONTACTING ONE-CALL PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY THE CITY 48-72 HOURS PRIOR TO BEGINNING CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY.
- ALL WORK, INCLUDING EQUIPMENT, MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH IOWA SUDAS STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED. TRAFFIC SIGNALS SHALL ALSO CONFORM TO THE APPROPRIATE SECTIONS IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
- ALL QUANTITIES SHOWN IN THE PLANS AND SPECIFICATION ARE FOR INFORMATIONAL AND ESTIMATING PURPOSES ONLY. THE CONTRACTOR'S LUMP SUM BID FOR TRAFFIC SIGNALIZATION SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT, AND MATERIALS NECESSARY TO PROVIDE A COMPLETE AND FUNCTIONAL TRAFFIC SIGNAL INSTALLATION IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.
- ALL HOLES RESULTING FROM OPERATIONS OF THE CONTRACTOR, INCLUDING REMOVAL OF GUARDRAIL POSTS, FENCE POSTS, UTILITY POLES, OR FOUNDATION STUDIES, SHALL BE FILLED AND CONSOLIDATED TO FINISHED GRADE AS DIRECTED BY THE ENGINEER TO PREVENT FUTURE SETTLEMENT. THE VOIDS SHALL BE FILLED AS SOON AS PRACTICAL - PREFERABLY THE DAY CREATED AND NOT LATER THAN THE FOLLOWING DAY. ANY PORTION OF THE RIGHT-OF-WAY OR PROJECT LIMITS (INCLUDING BORROW AREAS AND OPERATION SITES) DISTURBED BY ANY SUCH OPERATIONS SHALL BE RESTORED TO AN ACCEPTABLE CONDITION. THIS OPERATION SHALL BE CONSIDERED INCIDENTAL TO OTHER BID ITEMS IN THE PROJECT.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL (EXCAVATED MATERIAL OR BROKEN CONCRETE) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL SHALL BE PLACED WITHIN THE RIGHT-OF-WAY, UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER.
- THE TOP SIX (6) INCHES OF THE DISTURBED AREAS SHALL BE FREE OF ROCK AND DEBRIS AND SHALL BE SUITABLE FOR THE ESTABLISHMENT OF VEGETATION, SUBJECT TO THE APPROVAL OF THE ENGINEER.
- THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM AVAILABLE RECORDS. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT SHOWN ON THIS DRAWING. THE VERIFICATION OF THE EXISTENCE OF AND THE DETERMINATION OF THE EXACT LOCATION OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE MEANS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- SITE CLEANUP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES.
- CONSTRUCTION ACTIVITIES ARE TO BE LIMITED TO THE EXISTING RIGHT-OF-WAY. IF ADDITIONAL AREAS ARE NEEDED FOR STAGING, STORAGE, ETC., IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN WRITTEN PERMISSION FROM THE PROPERTY OWNER(S). COPIES OF THE AGREEMENTS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE PRIOR TO THE USE OF PROPERTY.
- CONTRACTOR SHALL HAVE IMSA TRAFFIC SIGNAL LEVEL II TECHNICIAN ON SITE AT ALL TIMES.

SUBMITTALS

- CONTRACTOR SHALL SUBMIT A SCHEDULE OF UNIT PRICES.
- CONTRACTOR SHALL SUBMIT A MATERIAL AND EQUIPMENT LIST.
- CONTRACTOR SHALL SUBMIT COPIES OF IMSA CERTIFICATIONS FOR TECHNICIANS WORKING ON PROJECT.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR TRAFFIC SIGNAL POLES AND STRUCTURES TO BE FURNISHED ON THE PROJECT. SUBMIT CATALOG CUTS AND MANUFACTURERS'S SPECIFICATIONS FOR ALL ITEMS IN THE EQUIPMENT LIST.
- FILE DOCUMENTATION PACKAGES SHALL BE PROVIDED WITH EACH SIGNAL SYSTEM, WHICH SHALL CONSIST OF THE FOLLOWING:
 - COMPLETE CABINET WIRING DIAGRAM.
 - COMPLETE PHYSICAL DESCRIPTION OF EQUIPMENT.
 - CONTROLLER PRINTOUT OR EQUAL DOCUMENTATION OF INITIAL CONTROLLER SETTINGS INSTALLED IN THE FIELD OR IN THE OFFICE.
 - PRODUCT MANUALS FOR ALL CABINET EQUIPMENT.
 - STANDARD INDUSTRY WARRANTIES ON EQUIPMENT SUPPLIED.
 - DOCUMENTATION OF FIELD CABLE LABELING SCHEME.
 - DIAGRAM OF PHASING AND DETECTOR LOCATIONS.
 - ONE SET OF AS-BUILT PLANS INDICATING CHANGES FROM THE ORIGINAL CONTRACT DOCUMENTS.
 - SUPPLY TWO COMPLETE SETS OF DOCUMENTATION. ONE SET IN THE CONTROLLER CABINET AND THE OTHER DELIVERED TO THE ENGINEER.

ELECTRICAL SERVICE

- CONTRACTOR SHALL COORDINATE DIRECTLY WITH THE MIDAMERICAN ENERGY FOR INSTALLATION OF THE ELECTRICAL SERVICE. POWER WILL COME FROM AN EXISTING SECONDARY TRANSFORMER SOUTH OF THE CONTROLLER.
- ADDRESS FOR METER: Coordinate with City for meter address.
- CONTRACTOR SHALL FURNISH AND INSTALL SERVICE PANEL, METER SOCKET, CONDUIT, AND WIRES TO EXISTING POWER POLE. CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANY FOR EXACT SERVICE REQUIREMENTS.
- SERVICE SHALL BE 120V, SINGLE PHASE. SIGNALS AND LIGHTING SHALL BE METERED. LIGHTING SHALL BE ON SEPARATE 20 AMP BREAKER.

TESTING

- PROVIDE STRUCTURAL CONCRETE TESTING (2 CYLINDERS, 7-DAY AND 28-DAY, FOR EACH BATCH) IN ACCORDANCE WITH ASTM C39 AS POURED FOR POLE FOOTINGS.
- CONTRACTOR TO COORDINATE WITH OWNER'S MATERIAL TESTING COMPANY FOR AIR & SLUMP TESTS ON STRUCTURAL CONCRETE.
- CONTRACTOR SHALL TEST DETECTION AND DOCUMENT THE RESULTS.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER TWO WEEKS IN ADVANCE OF THE TIME AND DATE THE SIGNAL WILL BE READY FOR TESTING AND ACTIVATION. DO NOT TURN ON UNTIL AUTHORIZED BY ENGINEER.
- ENSURE A REPRESENTATIVE FROM THE MANUFACTURER AND/OR SUPPLIER OF SIGNAL CONTROLLER OR OTHER AUTHORIZED PERSON IS AT THE PROJECT SITE WHEN THE SIGNAL CONTROLLERS ARE READY TO BE TURNED ON TO PROVIDE TECHNICAL ASSISTANCE INCLUDING, AS A MINIMUM, PROGRAMMING OF ALL NECESSARY INPUT DATA.
- A TEST PERIOD OF 30 CALENDAR DAYS WILL START UPON CONFIRMATION FROM THE ENGINEER THAT THE SIGNAL OR SIGNAL SYSTEM IS OPERATING CONSISTENT WITH THE PROJECT REQUIREMENTS. ANY FAILURE OR MALFUNCTION OF THE EQUIPMENT FURNISHED BY THE CONTRACTOR, OCCURRING DURING THE TEST PERIOD WILL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACTING AUTHORITY. UPON CONFIRMATION BY THE ENGINEER THAT ANY FAILURE OR MALFUNCTION HAS BEEN CORRECTED, A NEW TEST PERIOD OF 30 CALENDAR DAYS WILL START, EXCLUSIVE OF MINOR MALFUNCTIONS SUCH AS LAMP BURNOUTS. REPEAT THIS PROCEDURE UNTIL THE SIGNAL EQUIPMENT HAS OPERATED SATISFACTORILY FOR 30 CONSECUTIVE CALENDAR DAYS.
- AFTER SIGNAL TURN ON AND PRIOR TO COMPLETION OF THE 30 CALENDAR DAY TEST PERIOD, RESPOND, WITHIN 24 HOURS, TO PERFORM MAINTENANCE OR REPAIR OF ANY FAILURE OR MALFUNCTION REPORTED.

WIRING, CONDUIT AND GROUNDING

- ALL SIGNAL CABLE SHALL BE CONTINUOUS FROM CONNECTIONS MADE IN THE HANDHOLE COMPARTMENTS OF SIGNAL POLE BASES TO THE TERMINAL COMPARTMENT OF THE CONTROLLER CABINET AND THE SIGNAL HEADS.
- ALL POLES AND CONTROLLER CABINET SHALL BE INDEPENDENTLY GROUNDSED AS SHOWN IN THE DETAILS AND AS DESCRIBED IN THE IOWA DOT STANDARD SPECIFICATION FOR TRAFFIC SIGNALIZATION.
- ALL CONDUIT UNDER PAVED AREAS SHALL BE PUSHED, SCHEDULE 80 PVC CONDUIT, 3-IN DIAMETER UNLESS OTHERWISE NOTED. CONDUIT UNDER NON-PAVED AREAS MAY BE SCHEDULE 40 PVC.
- ALL VIDEO DETECTION WIRING SHALL BE CONTINUOUS FROM THE CAMERA TO THE CONTROLLER.
- CONTRACTOR WILL INSTALL CONDUIT, HANDHOLES, TRACER WIRE, AND PULL ROPE FROM FLEET FARM TO THE CABINET FOR A FUTURE FIBER OPTIC CABLE. THE CITY WILL INSTALL THE FIBER OPTIC CABLE WITH A SEPARATE PROJECT.
- DETECTION, PTZ VIDEO CAMERA, AND EVP CABLES SHALL BE AS PER SUPPLIER SPECIFICATIONS. NO SPLICES ALLOWED
- LUMINAIRES SHALL BE LED, 16,000 LUMENS (+/-5%), 100 LUMENS/WATT MINIMUM EFFICACY, 4000 K COLOR TEMPERATURE, TYPE III DISTRIBUTION, MEDIUM, B3-U0-G3, L70> 70,000 HOURS WITH AT LEAST 5-YEAR WARRANTY, LIGHT GRAY FINISH, PHOTOCCELL CONTROLLED, FURNISH AND INSTALL FUSED CONNECTORS AT THE POLE BASE.

TRAFFIC SIGNALS

- SIGNAL HEAD ALIGNMENT SHALL BE CENTERED WITHIN THE PROJECTION OF THE TRAVEL LANE AND DIRECTED TOWARD THE LANE OF TRAVEL.
- ALL MAST-ARM MOUNTED VEHICLE SIGNAL HEADS SHALL COME FURNISHED WITH BACK-PLATES AND BE CENTERED OVER THEIR RESPECTIVE LANES.
- THE STATIONS/OFFSETS LISTED ON THE SIGNAL PLANS ARE TO THE CENTER OF THE ITEM UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL FIELD VERIFY ALL EQUIPMENT LOCATIONS WITH THE CITY AND THE PROJECT ENGINEER.
- TRAFFIC SIGNAL POLES AND MAST ARMS SHALL BE GALVANIZED.
- ALL TRAFFIC AND PEDESTRIAN COUNTDOWN INDICATIONS SHALL BE LED.
- ALL SIGNAL INDICATIONS SHALL BE LED (48V) IN ACCORDANCE WITH MOST RECENT ITE SPECIFICATIONS.
- INSTALL WIND DAMPENING DEVICE PER MANUFACTURER RECOMMENDATIONS ON ALL MAST ARMS.
- INSTALL RODENT GUARD (NOT GROUT) BETWEEN POLE BASES AND FOUNDATIONS.

TRAFFIC CABINET & CONTROLLER

- ATC TRAFFIC SIGNAL CABINET (SAFETRAN OR MCCAIN). CABINET WILL CONFORM TO THE REQUIREMENTS OF THE ASHTOITE/ENEMA ADVANCED TRANSPORTATION CONTROLLER (ATQ) CABINET STANDARD, ATC 5301 V02.02.
 - THE CABINET WILL PROVIDE AT LEAST 72 INPUT CHANNELS AND 32 OUTPUT CHANNELS.
 - THE CABINET WILL PROVIDE 48-VOLT DC OUTPUT TO SIGNAL HEADS.
 - THE CABINET WILL INCLUDE AUXILIARY DIAGNOSTIC DISPLAY UNIT, MANUAL INPUT PANEL AND 'POLICE PANEL.
 - THE CABINET FOOTPRINT WILL BE NOMINAL 28 INCHES BY 44 INCHES. RACK WIDTH WILL BE 19 INCHES.
 - THE CABINET WILL BE ALUMINUM WITH NATURAL FINISH, WITH FRONT AND REAR DOUBLE DOORS.
 - CABINET SHALL INCLUDE 12" ALUMINUM RISER WITH BATTERY CAPACITY AND UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM FOR SIGNAL OPERATION.
 - NO AUXILIARY (PIGGY-BACK) PANEL WILL BE ALLOWED.
 - CONTROLLER SHALL BE Q-FREE MAXTIME ATC RM. PROVIDE CONTROLLER TO CITY TRAFFIC ENGINEERING DIVISION FOR PROGRAMMING AT LEAST THREE WEEKS BEFORE PROPOSED TESTING.
 - CONTRACTOR SHALL MOUNT CORNING SPH-01P ENCLOSURE ON DIN RAIL IN SIGNAL CABINET.
 - COORDINATE WITH CITY FOR TRAFFIC SIGNAL TIMING PLAN.
- TRAFFIC CONTROL
- THROUGH TRAFFIC SHALL BE MAINTAINED WHILE WORK IS IN PROGRESS ON THIS PROJECT AND TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH IOWA SUDAS DETAILS.

8030.110

LANE CLOSURE ON MULTI-LANE STREET

8030.111

LANE CLOSURE AT AN INTERSECTION

8030.112

LANE CLOSURE ON THE FAR SIDE OF AN INTERSECTION

8030.117

SIDEWALK DETOUR

8030.119

CLOSURE OF MARKED OR UNMARKED CROSSWALK
 - ALL TRAFFIC CONTROL DEVICES UTILIZED SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 - THE CONTRACTOR SHALL PROVIDE PROPERLY EQUIPPED FLAG PERSONS AND ALL ASSOCIATED TRAFFIC CONTROL DEVICES WHENEVER IT IS NECESSARY TO DISRUPT THE FLOW OF TRAFFIC.
 - THE ENGINEER MAY RESTRICT CERTAIN WORK TO SPECIFIC PERIODS OF TIME IF NECESSARY TO MAINTAIN ACCEPTABLE TRAFFIC FLOW.
 - ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
 - ALL MAINTENANCE FOR TRAFFIC CONTROL DEVICES SHALL OCCUR DURING NON-WORKING HOURS IN ORDER TO BE ASSURED OF PROPER OPERATION. COSTS OF MAINTENANCE WILL BE INCLUDED IN THE TRAFFIC CONTROL BID ITEM.
 - SAFETY FENCE, WHEN USED FOR TRAFFIC CONTROL OR PROTECTION OF THE WORK SITE, MUST BE FIRMLY SUPPORTED IN A VERTICAL POSITION. TENSION SUPPORT WIRES AND FIRM END ANCHORAGES WILL BE REQUIRED FOR SUPPORT. COSTS OF THESE ITEMS WILL BE INCLUDED IN THE TRAFFIC CONTROL BID ITEM.
 - WHERE POSSIBLE, ALL POST MOUNTED SIGNS SHALL BE PLACED A MINIMUM OF 2 FEET CLEAR OF THE SHOULDER
 - THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NON WORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER IN CHARGE OF CONSTRUCTION. PARKING OF PRIVATE VEHICLES ON HIGHWAY RIGHT-OF-WAY WILL NOT BE ALLOWED. PARKING OF UNATTENDED EQUIPMENT WITHIN THE MEDIAN OR STORAGE OF EQUIPMENT WITHIN 50 FEET OF THE EDGE OF PAVEMENT WILL NOT BE ALLOWED.
 - THE ENGINEER MAY REQUIRE MODIFICATIONS TO THE PAVEMENT MARKING DETAILS SHOWN. CONFLICTING PERMANENT EDGE LINES, CENTER LINES OR LANE LINES SHALL BE REMOVED, AS APPLICABLE, PERMANENT EDGE LINES, CENTER LINES AND LANE LINES SHALL BE PLACED BEFORE THE ROADWAY IS RETURNED TO NORMAL TRAFFIC. THE CURRENT STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.
 - PROPOSED SIGN SPACING MAY BE MODIFIED AS APPROVED BY THE ENGINEER TO MEET EXISTING FIELD CONDITIONS OR TO PREVENT OBSTRUCTION OF THE MOTORIST'S VIEW OF PERMANENT SIGNING.
 - PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF THE TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE ENGINEER.
 - PROPOSED CHANGES IN THE TRAFFIC CONTROL PLAN SHALL BE REVIEWED WITH THE ENGINEER BEFORE CHANGES ARE MADE.
 - NO LANE CLOSURES WILL BE PERMITTED BETWEEN THE HOURS OF 7AM-9AM AND 4PM-6PM.
 - PROVIDE TWO WEEK NOTICE TO THE CITY BEFORE TESTING AND ACTIVATING THE PERMANENT TRAFFIC SIGNALS. PROVIDE PORTABLE DYNAMIC MESSAGE SIGN ON SE DELAWARE AVE APPROACHES TO THE INTERSECTION ONE WEEK PRIOR TO ACTIVATION.
 - REMOVE EXISTING STOP SIGNS AND POSTS. DELIVER TO CITY AT 211 SE LORENZ DRIVE.

VIDEO DETECTION

- VIDEO DETECTION EQUIPMENT MUST SUPPORT USE OF ALL 64 DETECTION INPUTS.
- VIDEO DETECTION SYSTEM WILL BE AUTOSCOPE VISION.

DATE	REVISIONS	SCALE	AS NOTED
3-21-2023	1. REVISED NOTES PER CITY COMMENTS.	DRAWN	LIB
		CHECKED	LIB
		APPROVED	LIB
		DATE	04-10-2023
		ISSUED FOR	CONSTRUCTION

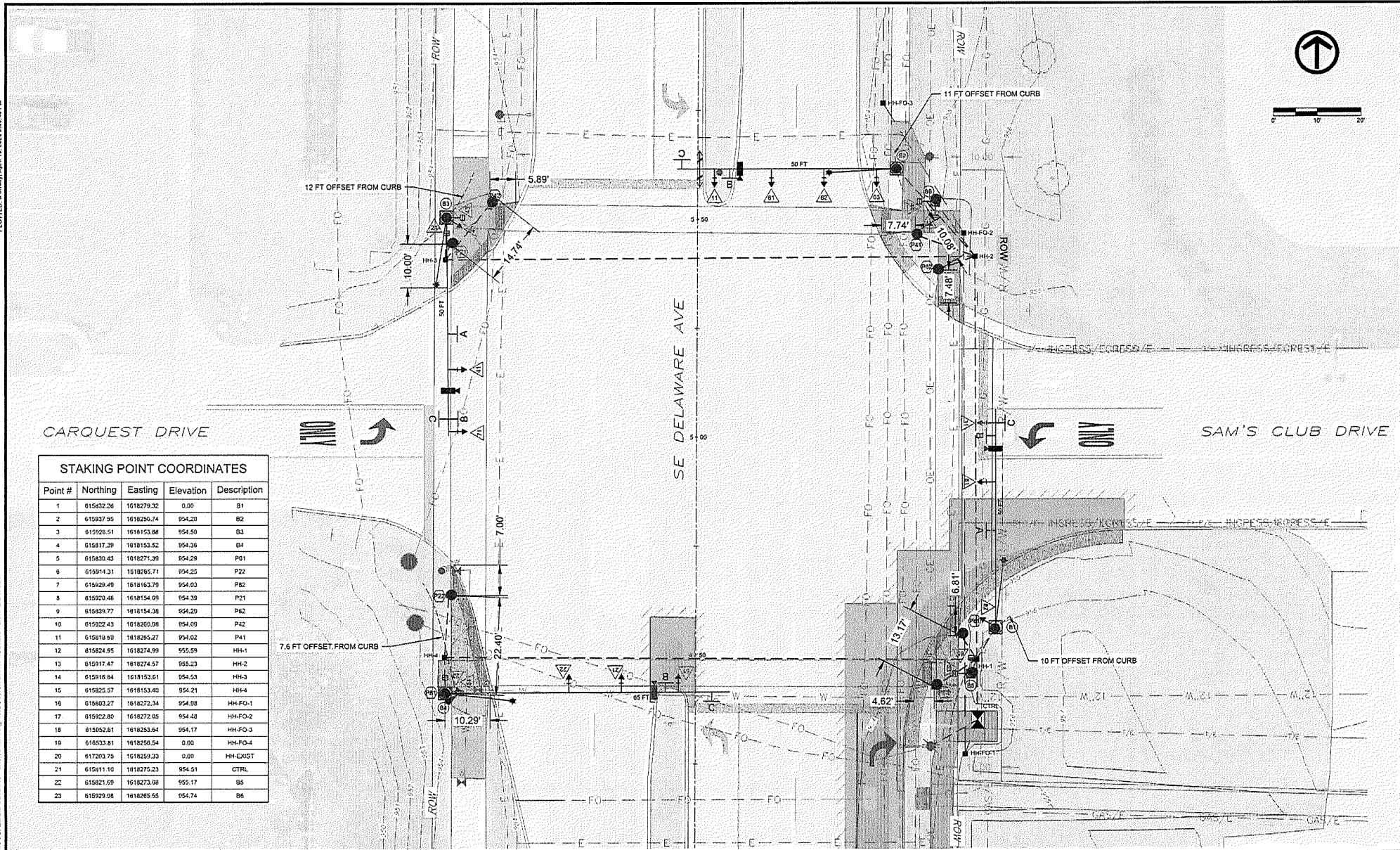


COPELAND DEVELOPMENT TRAFFIC SIGNAL
COPELAND DEVELOPMENT

2800 University Parkway, Suite 1 • Corvill, Iowa 52241
 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

NOTES

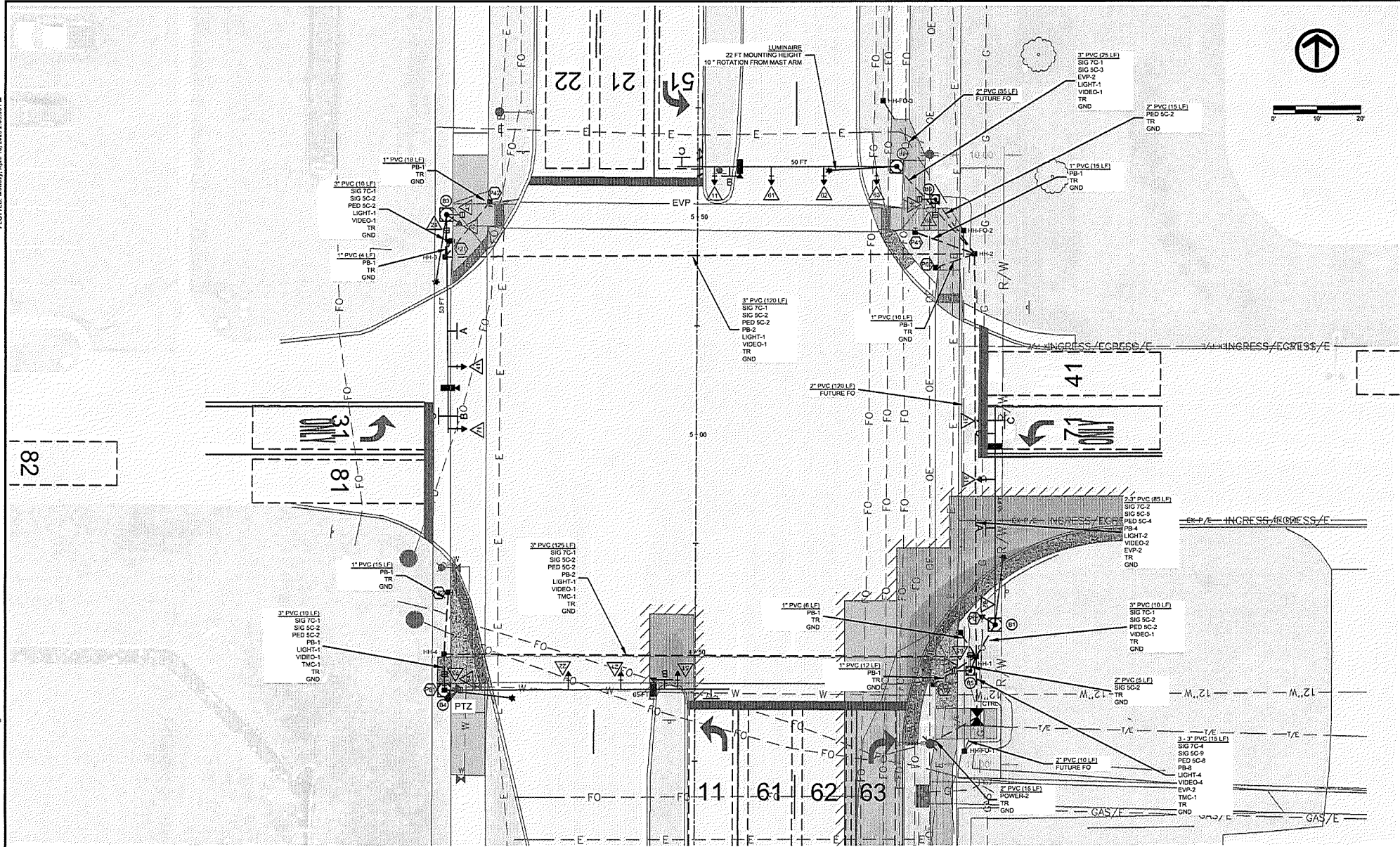
DWG. NO.
1
N.02
PROJECT 50632



DATE	REVISIONS	SCALE	AS NOTED	 VEENSTRA & KIMM INC.	COPELAND DEVELOPMENT TRAFFIC SIGNAL COPELAND DEVELOPMENT	SIGNAL LAYOUT	DWG. NO.
03-21-2023	1. MOVED POLES D1 & B4. CHANGED PHASE NUMBERING.	DRAWN	LJB				3
03-23-2023	2. MOVED POLES E1 & G2.	CHECKED	LJB				N.03
04-04-2023	3. MOVED POLE E1. ADDED B6 & A4.	APPROVED	LJB				
		DATE	06-19-2023		2800 University Parkway, Suite 1 • Coreville, Iowa 52241 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)		PROJECT 50632

PLOTTED: Monday, April 10, 2023 2:35:58 PM

X:\FILES\50437 Aerial & 50437 Design Signal & Copeland Development Grading CAD Intersection_2023.03.27
FILE PATH: 2_Aerial_50437 COPELAND DEVELOPMENT TRAFFIC SIGNAL_2023.03.27 - SIGNAL PLAN



DATE	REVISIONS	SCALE	AS NOTED
03-21-2023	1. MOVED POLES BY 1/4\"/>	DRAWN	LJB
03-25-2023	2. MOVED POLES BY 1/4\"/>	CHECKED	LJB
04-10-2023	3. ADDED POLES BY 1/4\"/>	APPROVED	LJB
		DATE	04-10-2023
		ISSUED FOR	CONSTRUCTION



COPELAND DEVELOPMENT TRAFFIC SIGNAL
COPELAND DEVELOPMENT

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319-495-1000 • 319-495-1008(FAX) • 888-241-4001(WATS)

SIGNAL PLAN

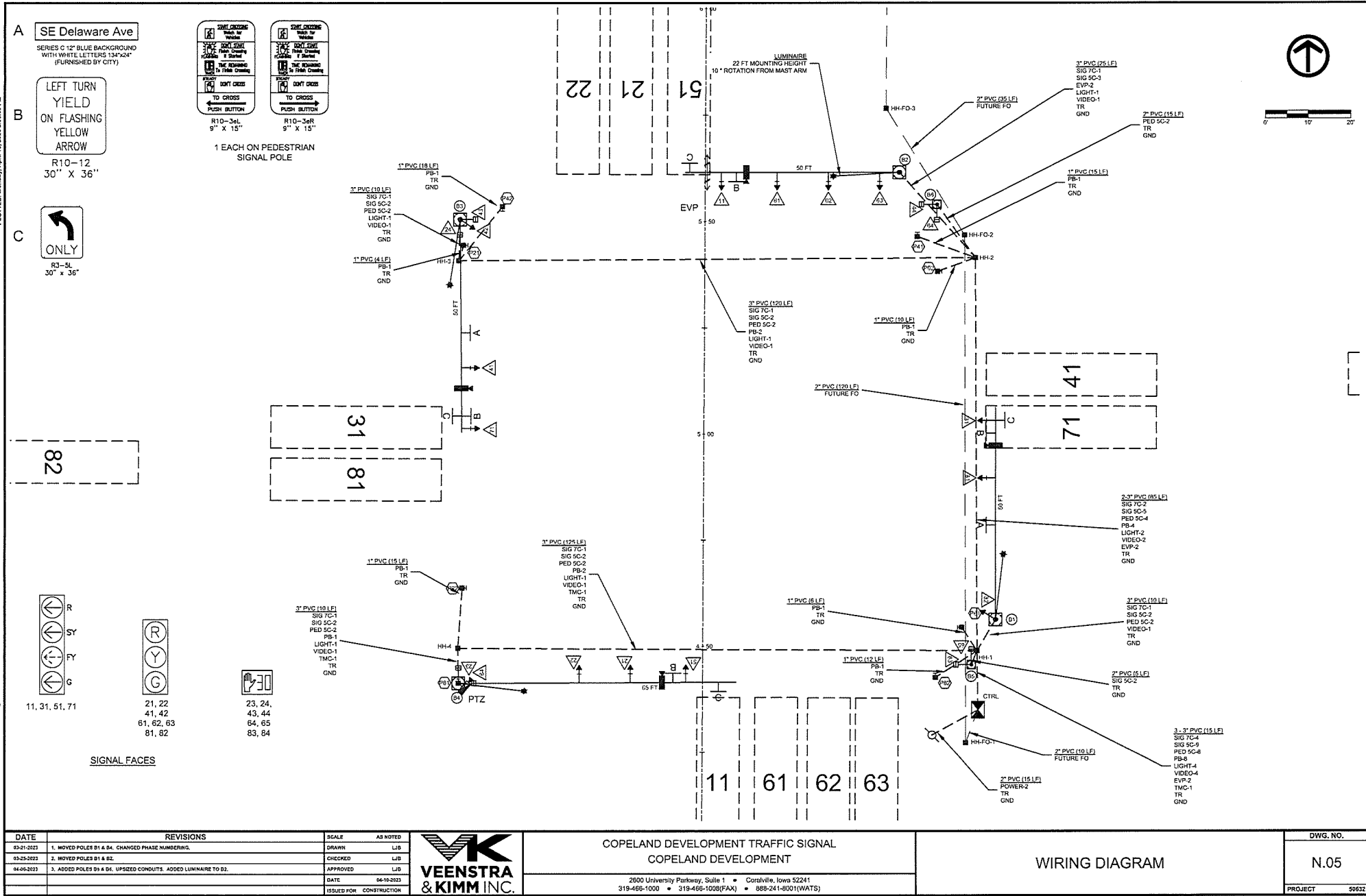
DWG. NO.

N.04

PROJECT 50632

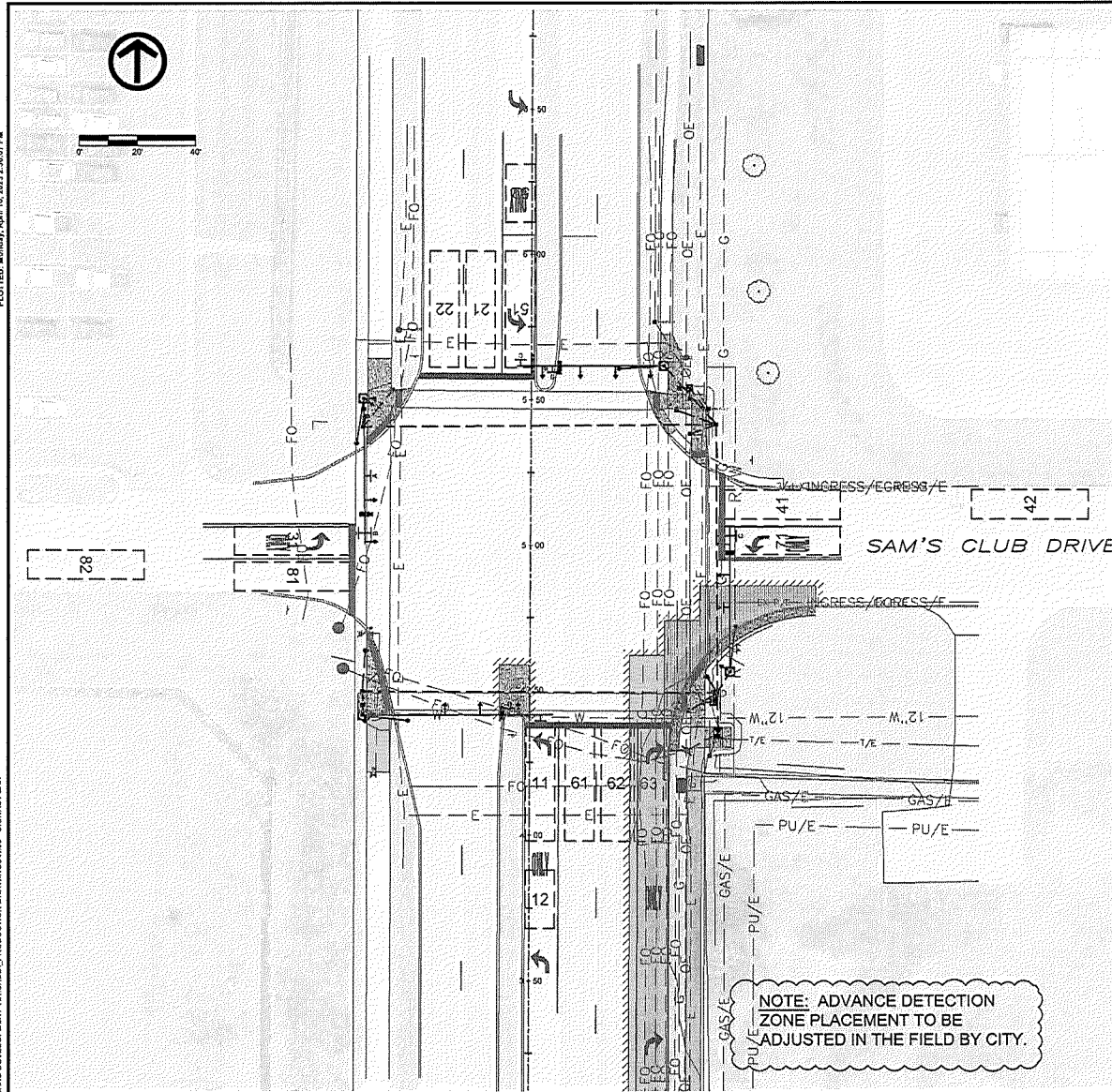
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FILE PATH: Z:\CDA 50632 COPELAND DEVELOPMENT TRAFFIC SIGNAL\PRODUCTION DRAWINGS\50632 - SIGNAL PLAN

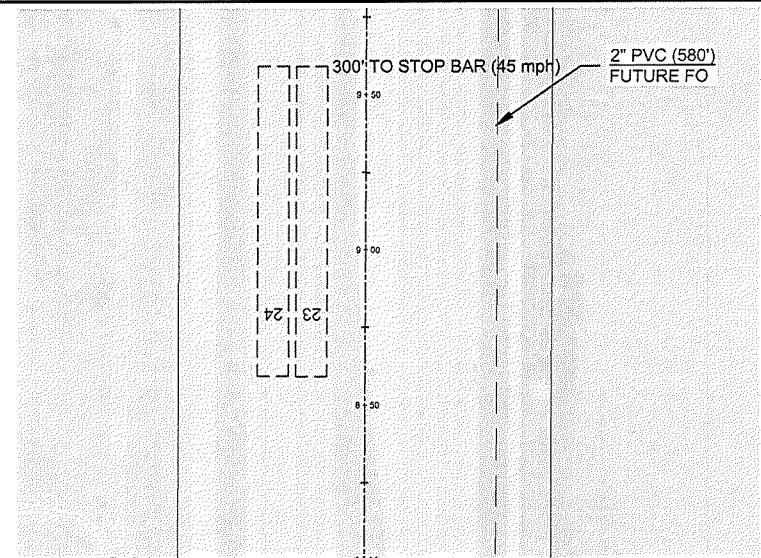


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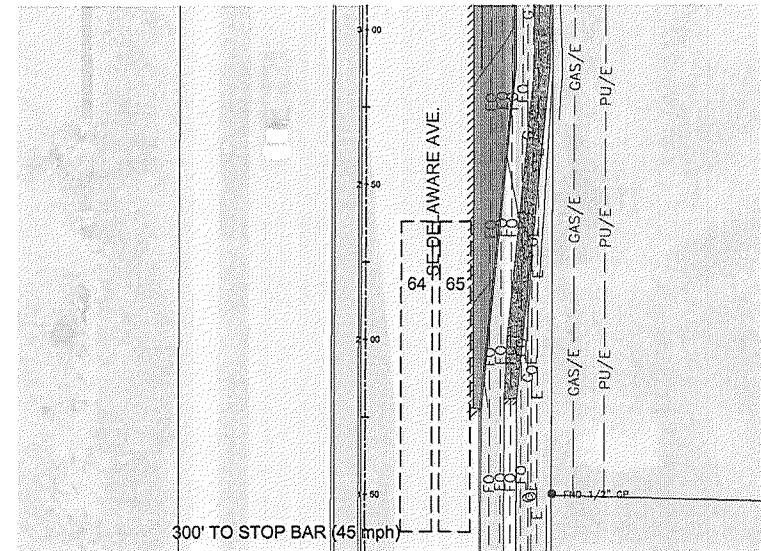
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FILE PATH: Z:\CDA\50632 COPELAND DEVELOPMENT TRACARD\ PRODUCTION\DRAWINGS\N.06 - SIGNAL PLAN



STOP BAR DETECTION



ADVANCE DETECTION - NORTH APPROACH 45MPH



ADVANCE DETECTION - SOUTH APPROACH 45 MPH

DATE	REVISIONS	SCALE	AS NOTED
03-21-2023	1. ADDED NOTE.	DRAWN	LJB
04-04-2023	2. ADVANCED DETECTION ON EB & WB LEGS.	CHECKED	LJB
		APPROVED	LJB
		DATE	04-10-2023
		ISSUED FOR	CONSTRUCTION



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DETECTION ZONES

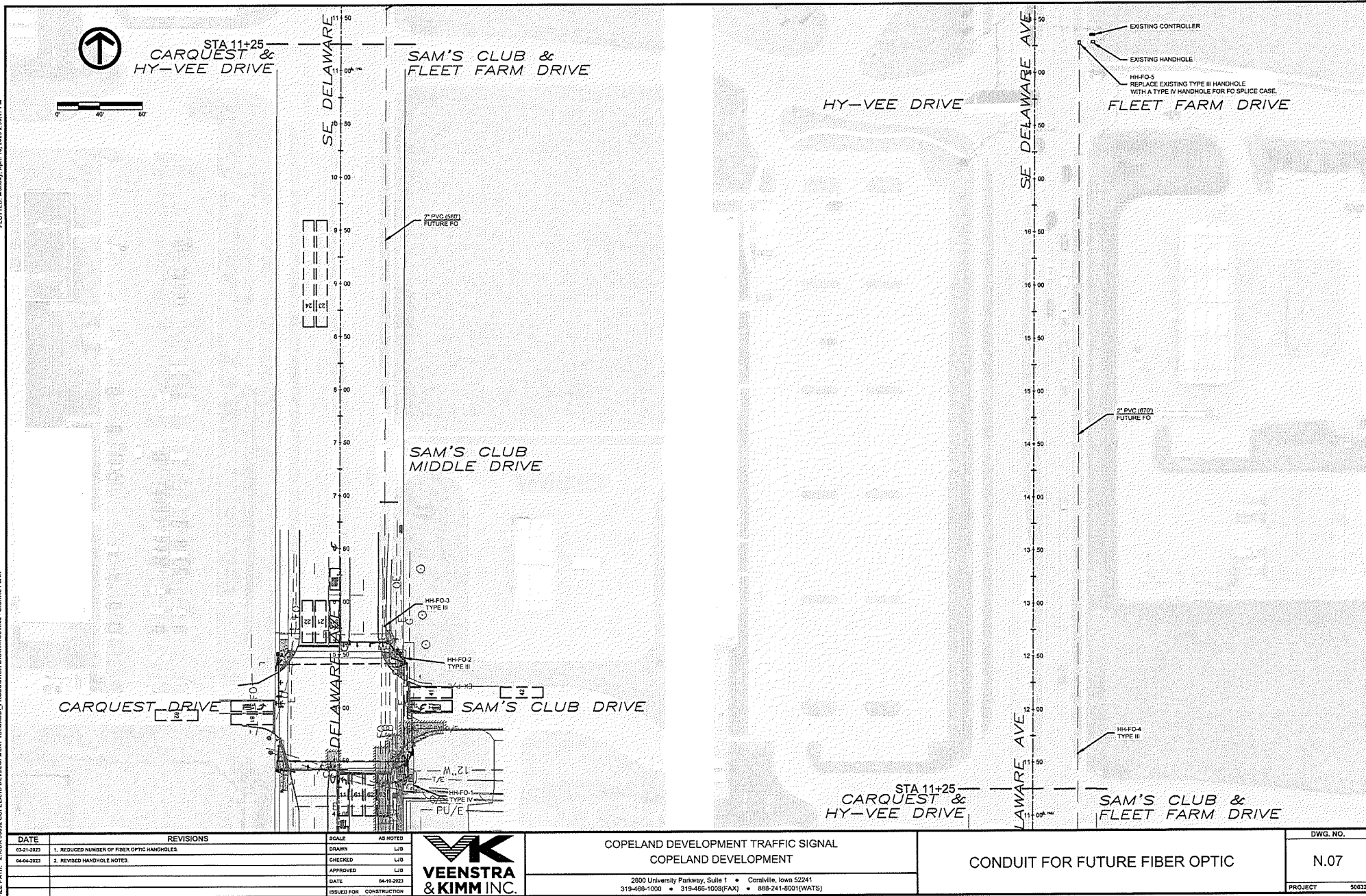
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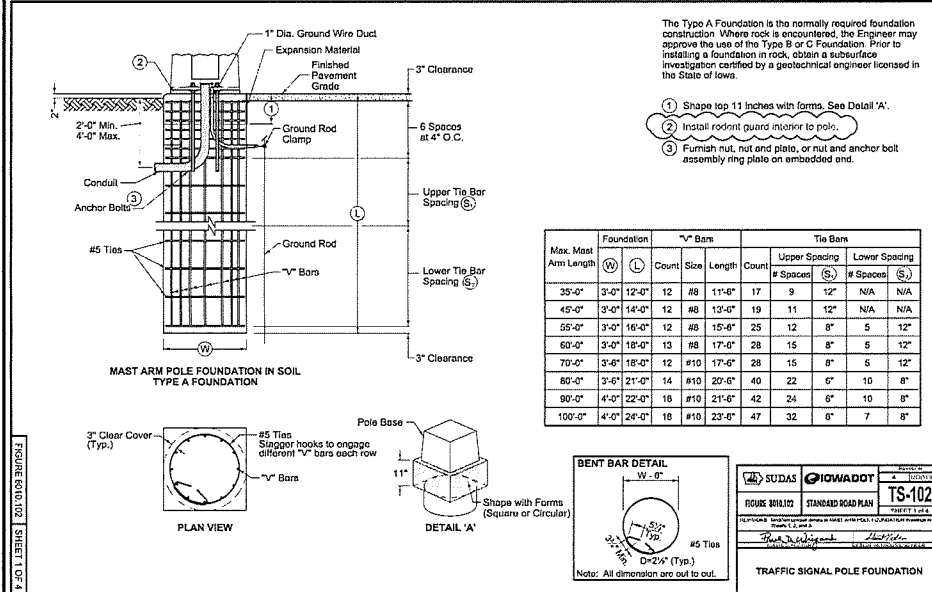
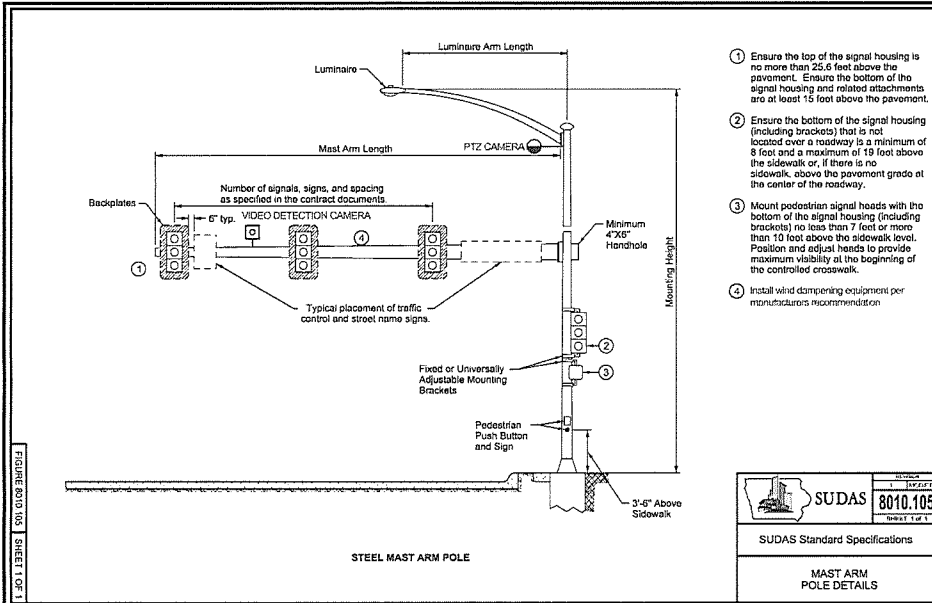
N.06

PROJECT 50632

PLOTTED: Monday, April 10, 2023 2:36:17 PM

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FILE PATH: Z:\CDA 5032 COPELAND DEVELOPMENT\HACAD\PRODUCTION DRAWINGS\5032 - SIGNAL PLAN



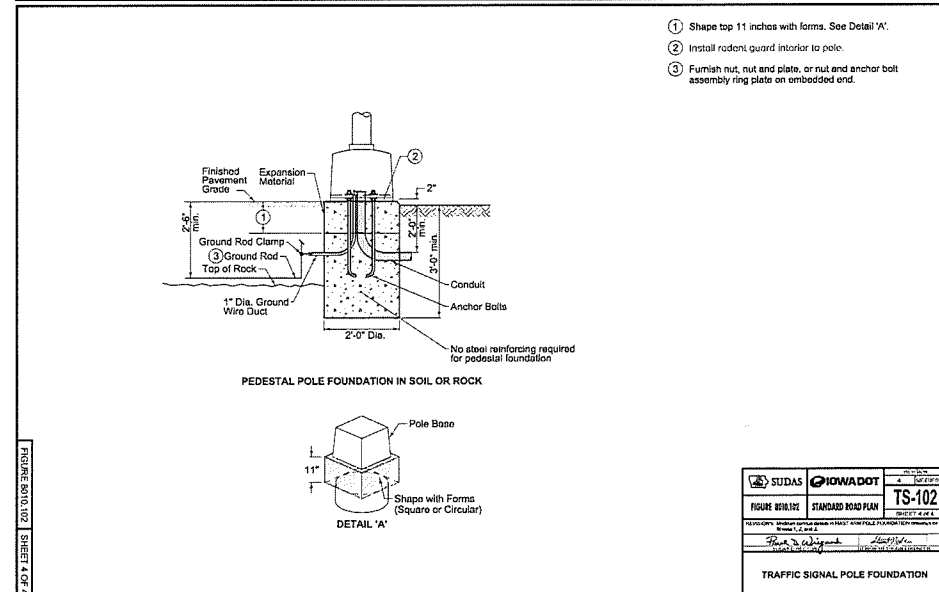
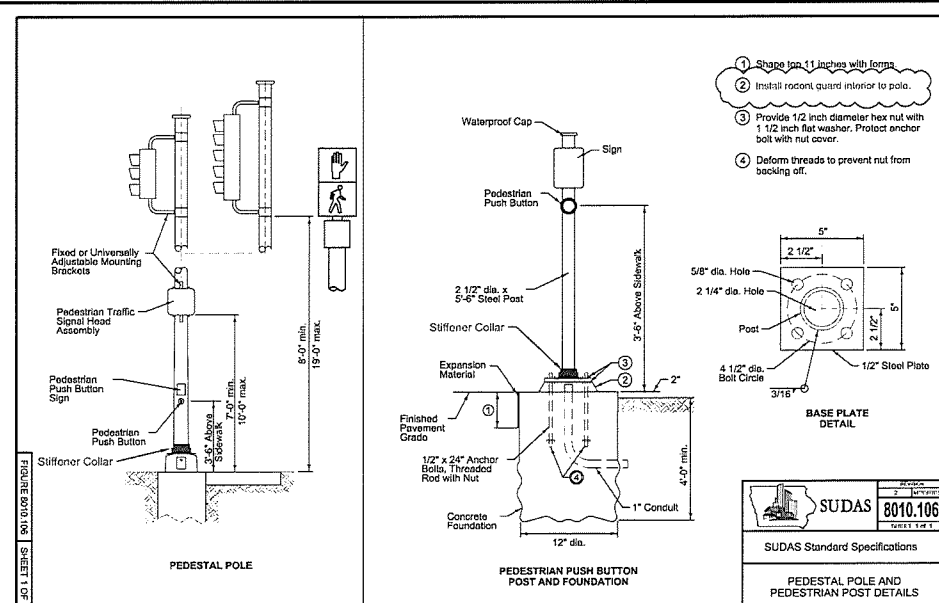


DATE	REVISIONS	SCALE	AS NOTED
03-21-2023	1. RODENT GUARD NOTE.	DRAWN	LJB
		CHECKED	LJB
		APPROVED	LJB
		DATE	04-16-2023
		ISSUED FOR	CONSTRUCTION



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DATE	REVISIONS	SCALE	AS NOTED
03-21-2023	1. RODENT GUARD NOTE.	DRAWN	LJB
		CHECKED	LJB
		APPROVED	LJB
		DATE	04-16-2023
		ISSUED FOR	CONSTRUCTION

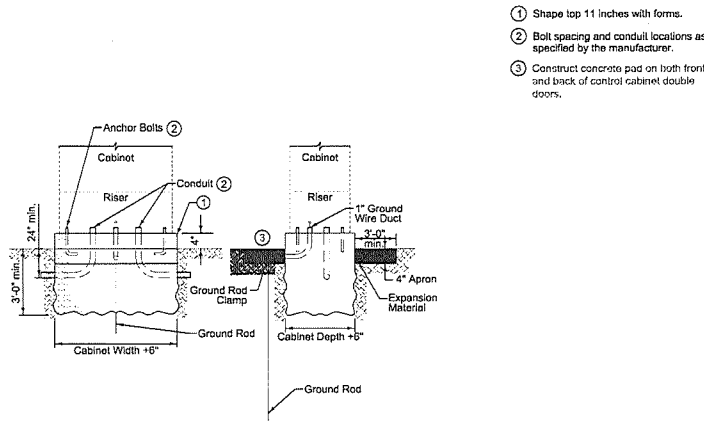


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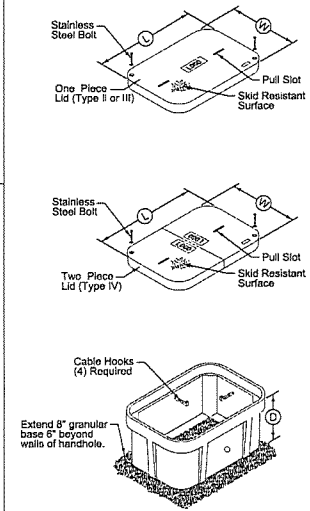
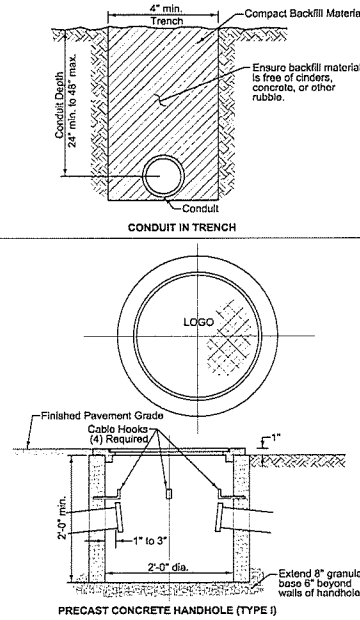
DETAILS

DWG. NO.
1
N.08
PROJECT 59032



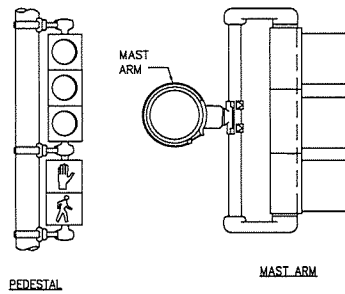
NEMA CONTROLLER CABINET FOOTING

	REVISION
	8010.101
	SHEET 1 OF 1
SUDAS Standard Specifications	
CABINET FOOTING DETAILS	

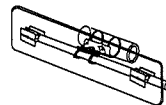


HANDHOLE DIMENSIONS TABLE (NOMINAL)			
TYPE	L	W	D
II	30"	17"	24"
III	36"	24"	30"
IV	48"	30"	36"

		REVISED
		1/10/21-14
FIGURE 8010.103		LI-103
STANDARD ROAD PLAN		SHEET 1 OF 1
SUDAS Engineering & Construction 2000 University Parkway, Suite 1 • Corvallis, Iowa 52241 319-466-1000 • 319-466-1008 (FAX) • 888-241-8001 (WATS)		
CONDUIT AND PRECAST HANDHOLES		



SIGNAL MOUNTING DETAILS
NOT TO SCALE



MASTARM MOUNT STREET SIGN BRACKET
NOT TO SCALE

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	LJR
		CHECKED	LJR
		APPROVED	LJR
		DATE	04-10-2023
		ISSUED FOR	CONSTRUCTION



COPELAND DEVELOPMENT TRAFFIC SIGNAL
COPELAND DEVELOPMENT

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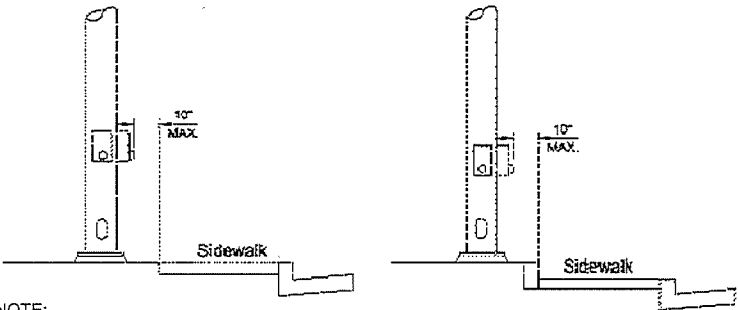
DETAILS

DWG. NO.
N.09
PROJECT 55032

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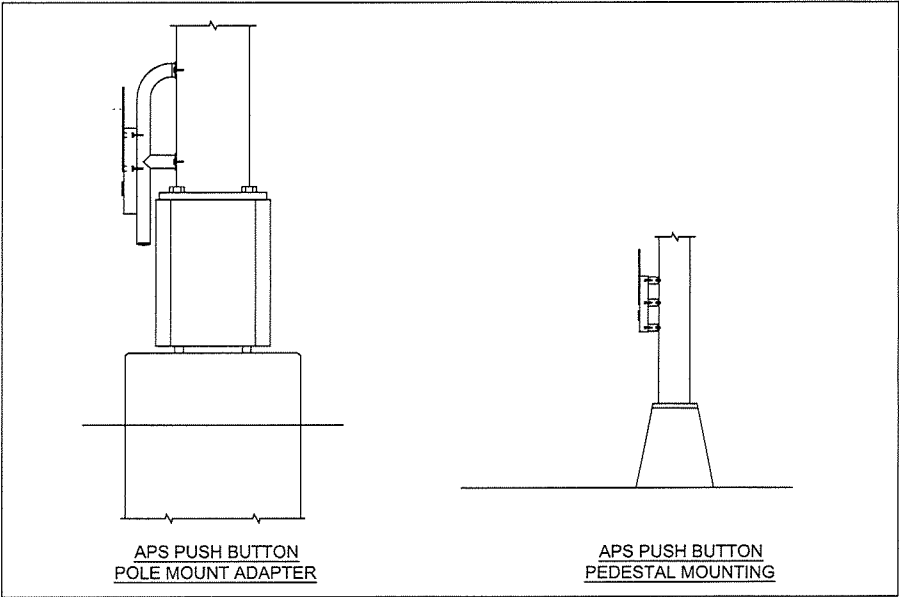
X-REFS: Z:\CADA 16632 COPELAND DEVELOPMENT TRAFFIC SIGNAL, PRODUCTION DRAWINGS\2021 - SIGNAL NOTES

Side Reach Diagram



NOTE:
PED BUTTON SHALL BE NO MORE THAN
10" FROM TRAVEL PATH. NOTCH
SIDEWALK AS REQUIRED.

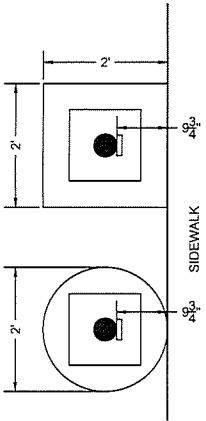
With Curb at Back of Sidewalk



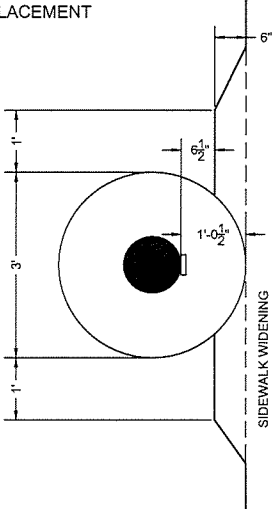
APS PUSH BUTTON
POLE MOUNT ADAPTER

APS PUSH BUTTON
PEDESTAL MOUNTING

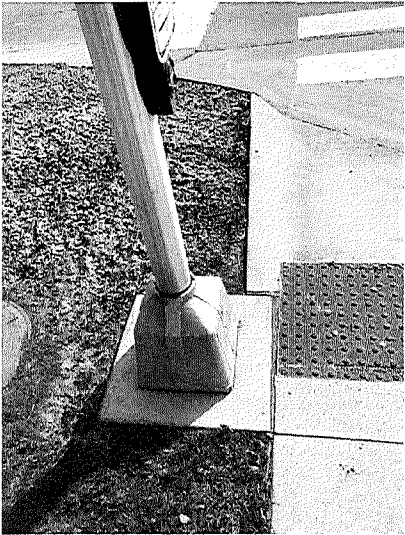
PEDESTRIAN POST PLACEMENT



PEDESTAL BASE - PLAN
VIEW

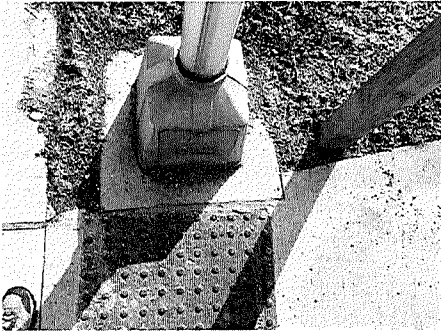


SIGNAL BASE - PLAN VIEW



PEDESTRIAN POST PLACEMENT

NOTE:
PED BUTTON SHALL BE NO MORE THAN
10" FROM TRAVEL PATH. NOTCH
SIDEWALK AS REQUIRED.



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	LJB
		CHECKED	LJB
		APPROVED	LJB
		DATE	04-10-2023
		ISSUED FOR	CONSTRUCTION

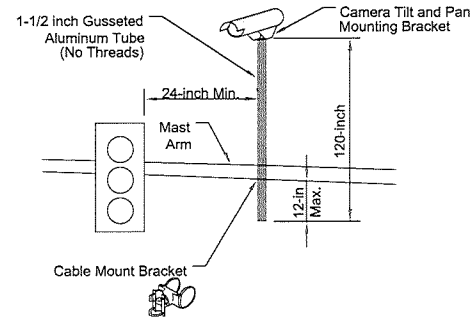


COPELAND DEVELOPMENT TRAFFIC SIGNAL
COPELAND DEVELOPMENT

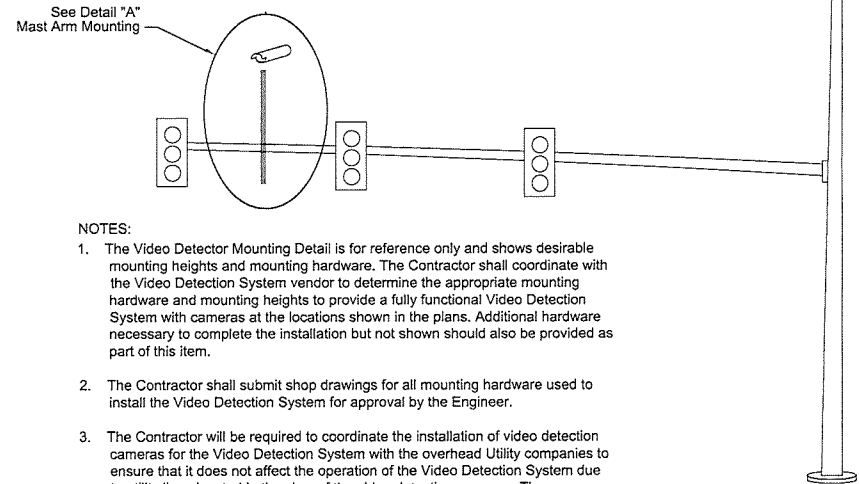
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319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

DETAILS

DWG. NO.
N.10
PROJECT 55932



DETAIL "A"
MAST ARM MOUNTING DETAIL



NOTES:

1. The Video Detector Mounting Detail is for reference only and shows desirable mounting heights and mounting hardware. The Contractor shall coordinate with the Video Detection System vendor to determine the appropriate mounting hardware and mounting heights to provide a fully functional Video Detection System with cameras at the locations shown in the plans. Additional hardware necessary to complete the installation but not shown should also be provided as part of this item.
2. The Contractor shall submit shop drawings for all mounting hardware used to install the Video Detection System for approval by the Engineer.
3. The Contractor will be required to coordinate the installation of video detection cameras for the Video Detection System with the overhead Utility companies to ensure that it does not affect the operation of the Video Detection System due to utility lines located in the view of the video detection cameras. The Contractor should also make sure that any required clearances from overhead utilities are provided.
4. Location of video detector is the mast arm mounting located between the left-turn lane and adjacent through lane.

DATE	REVISIONS	SCALE	AS NOTED
03-21-2023	1. REVISED VIDEO MOUNTING LOCATION DETAIL.	DRAWN	LJB
04-06-2023	2. REVISED VIDEO MOUNTING LOCATION DETAIL.	CHECKED	LJB
		APPROVED	LJB
		DATE	04-10-2023
		ISSUED FOR	CONSTRUCTION



COPELAND DEVELOPMENT TRAFFIC SIGNAL
COPELAND DEVELOPMENT

2800 University Parkway, Suite 1 • Cornville, Iowa 52241
319-468-1000 • 319-468-1000(FAX) • 888-241-8001(WATS)

DETAILS

DWG. NO.
2
N.11
PROJECT 59832

X-REFS:
FILE PATH: Z:\CDA 50632 COPELAND DEVELOPMENT\TIA\CADD\ PRODUCTION DRAWINGS\01 - SIGNAL NOTES

POLES & MAST ARMS																	
SINGLE ARM				PEDESTAL POLE			LUMINAIRE			POLE BASE		PED. BUTTONS	FOOTINGS		REMARKS		
POLE NUMBER	ARM LENGTH	SIGNAL HEAD SPACING		SIGN SPACING		POLE HEIGHT			NOTE	STANDARD TRANSFORMER	DIA. (FT)		DEPTH (FT)				
		QTY.	SPACING	QTY.	SPACING	PB	10'	16'									
B1	50	3	49, 37, P	3	49, 46, 25				30	15	0	NOTE #1	TRANSFORMER		3	18	SQUARE TOP
B2	60	4	42, 28, 16, 4		2	49, 34			22	15	350	NOTE #2	TRANSFORMER		3	16	SQUARE TOP
B3	50	3	49, 37, P	3	47, 47, 25				35	15	0		TRANSFORMER		3	16	SQUARE TOP
B4	65	3	53, 41, 29	2	61, 47				35	15	0		TRANSFORMER	X	3.5	18	SQUARE TOP
B5							X						TRANSFORMER		2	3	PED SIGNAL
B6							X						TRANSFORMER		2	3	PED SIGNAL
P21						X							STANDARD		1	4	
P22						X							STANDARD		1	4	
P41						X							STANDARD		1	4	
P42						X							STANDARD		1	4	
P61						X							STANDARD		1	4	
P62						X							STANDARD		1	4	
P91														X			POLE B4
P92						X							STANDARD		1	4	
NOTE #1 - See sheet 13 for vertical clearance from power lines. Max height of 30 feet.																	
NOTE #2 - See sheet 13 for vertical clearance from power lines. Max height of 20 feet.																	



**VEENSTRA
& KIMM INC.**

2800 University Parkway, Suite 1 • Coralville, Iowa 52241
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

DETECTORS								
DETECTOR NUMBER	PHASE ASSIGNATION	TYPE		MODE	MEMORY	INPUT ASSIGNMENT	SIZE	REMARKS
		LOOP	VIDEO					
11	1		1	PR	NL	1	10 x 40	
12	1		1	PR	NL	25	10 x 40	
61	6		1	PR	NL	6	10 x 40	
62	6		1	PR	NL	14	10 x 40	
63	6		1	PR	NL	30	10 x 40	
31	3		1	PR	NL	3	10 x 40	
81	8		1	PR	NL	8	10 x 40	
51	5		1	PR	NL	5	10 x 40	
52	5		1	PR	NL	29	10 x 40	
21	2		1	PR	NL	2	10 x 40	
22	2		1	PR	NL	10	10 x 40	
71	4		1	PR	NL	7	10 x 40	
41	4		1	PR	NL	4	10 x 40	
84	8		1	PR	NL	30	10 x 100	Advance
85	6		1	PR	NL	38	10 x 100	Advance
23	2		1	PR	NL	28	10 x 100	Advance
24	2		1	PR	NL	34	10 x 100	Advance
42	4		1	PR	NL	28	10 x 100	Advance
82	8		1	PR	NL	32	10 x 100	Advance
TOTALS		0	19					

POWER SUPPLY					
TRAFFIC SIGNAL			LUMINAIRS		
STATION	4-20	METERED (Y/N)	YES	METERED (Y/N)	YES
OFFSET	54R	METER MOUNTING	CABINET	METER LOCATION	CABINET
EXISTING / NEW	NEW	VOLTS	120	CONTACTOR (Y/N)	NO
MONITORING	CABINET	AMPS	100	LOCATION	N/A
DISCONNECT	YES		P2x24		

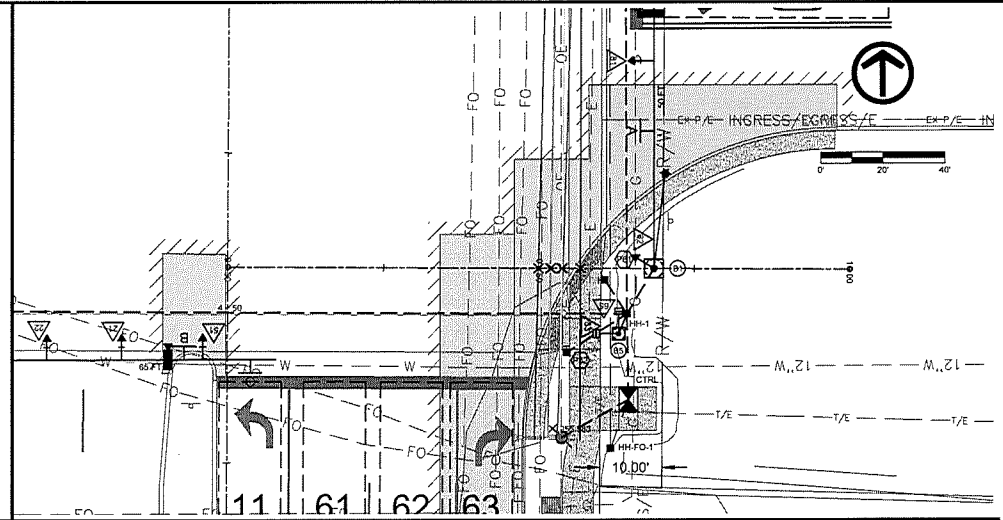
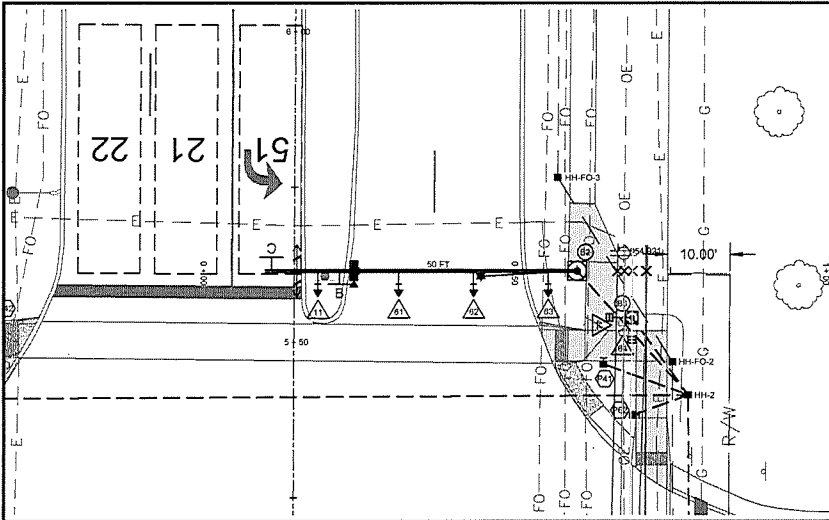
NOTES: COORDINATE WITH MIDAMERICAN ENERGY FOR
 SYSTEM. DETERMINE POWER FROM EXISTING POLE AND
 TRANSFORMER.

NOTES: PHOTOCELL CONTROLLED

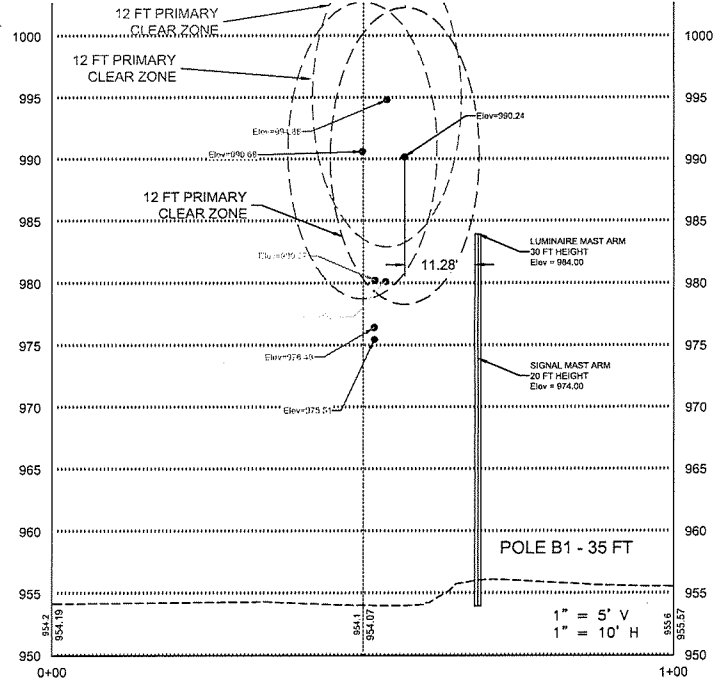
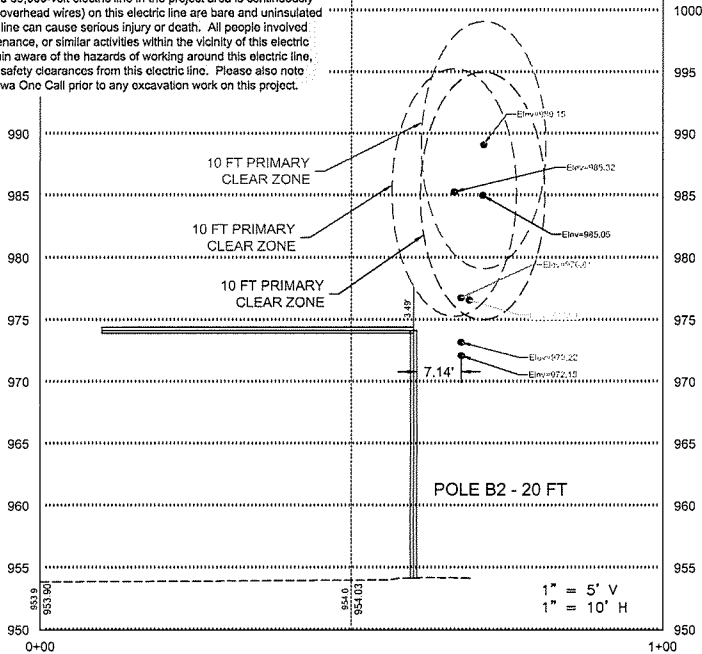
TABULATIONS

DWG. NO.	
2	
N.12	
PROJECT	50632

PLOTTED: Monday, April 10, 2023 2:55:59 PM



Please note that the overhead 69,000-volt electric line in the project area is continuously energized. The conductors (overhead wires) on this electric line are bare and uninsulated and contact with this electric line can cause serious injury or death. All people involved with any construction, maintenance, or similar activities within the vicinity of this electric line must be aware and remain aware of the hazards of working around this electric line, including maintaining proper safety clearances from this electric line. Please also note the requirement to contact Iowa One Call prior to any excavation work on this project.



DATE	REVISIONS	SCALE	AS NOTED
04-08-2022	1. MOVED B1 TO NORTHEAST. ADJUSTED ELEVATION OF B2.	DRAWN	LJB
		CHECKED	LJB
		APPROVED	LJB
		DATE	04-10-2023
		ISSUED FOR	CONSTRUCTION



COPELAND DEVELOPMENT TRAFFIC SIGNAL COPELAND DEVELOPMENT

2600 University Parkway, Suite 1 • Corvallis, Iowa 52241
319-465-1000 • 319-465-1005 (FAX) • 888-241-0001 (NATS)

SIGNAL POLE - ELEVATIONS

DWG. NO.

N.13

PROJECT 59632

Exhibit C
Release Form

[see attached]

WHEN RECORDED RETURN TO:

Michael J. Book
Duggan Shadwick Doerr & Kurlbaum LLC
9101 W. 110th Street, Suite 200
Overland Park, KS 66210

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023 (515) 963-3523
SPACE ABOVE THIS LINE FOR RECORDER

RELEASE AND TERMINATION OF DEVELOPMENT AGREEMENT

THIS RELEASE AND TERMINATION OF DEVELOPMENT AGREEMENT (the "**Release**") is made and entered into as of the _____ day of _____, 20____ (the "**Effective Date**"), by the City of Ankeny, Iowa (the "**City**").

RECITALS

The City entered into that certain Development Agreement By and Between The City of Ankeny, Iowa, and Parlay Baxter, LLC dated _____, 20____ and recorded at Book _____ Page _____ ("**Development Agreement**").

The Development Agreement affects certain real property located in the City of Ankeny, Polk County, Iowa, as legally described on Exhibit A, attached hereto (the "**Property**").

The City now desires to completely and forever release the Property from the effect of the Development Agreement.

NOW, THEREFORE, the City hereby declares as follows:

1. **RELEASE FROM THE AGREEMENT**. Effective as of the Effective Date of this Release, the Property shall be completely and forever released from the force and effect of the Development Agreement, and the Development Agreement is hereby terminated. Upon the Effective Date, the Development Agreement shall not constitute an encumbrance to title to the Property or bind the current or any future owner(s) or occupant(s) of the Property. The City hereby acknowledges and agrees that this Release has been executed in full compliance with the terms and conditions of the Development Agreement and as of the Effective Date no default or violation of the Development Agreement exists with respect to the Property.

2. **INTERPRETATION.** All questions with respect to interpretation and construction of this Release and the rights and liabilities of the parties hereunder will be determined in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the undersigned has executed this Release as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2023.

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 _____, 20____, 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 _____, 20____, 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

Attachment: EXHIBIT A - The Property



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** receiving and filing application for the annexation of, and providing for the giving of notice for annexation of certain territory located adjacent to the northwest quadrant of Ankeny

EXECUTIVE SUMMARY:

Hope K. Farms LLC, has requested annexation into the City of Ankeny. The land subject to the annexation consists of eight parcels and is approximately 370-acres in size. the subject area is generally located south of NW 54th Street and west of NW Ash Drive within the northwest quadrant of Ankeny.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Staff Report
 Annexation Application
 Annexation Map
 Annexation Exhibit

RESOLUTION

A RESOLUTION RECEIVING AND FILING APPLICATION FOR THE ANNEXATION OF, AND PROVIDING FOR THE GIVING OF NOTICE FOR ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHWEST QUADRANT OF ANKENY

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

LEGAL DESCRIPTION:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND

PARCEL 2022-7 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19156, PAGE 500, BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND

PARCEL 2021-249 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18975, PAGE 233, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND

THE NORTH FRACTIONAL HALF (N FRL ½) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY IOWA.

AND

PARCELS "D" AND "E" OF PLAT OF SURVEY FILED APRIL 17, 2000 IN BOOK 8471, PAGE 233.

AND

TRIPLE J PARK PLAT 1, AN OFFICIAL PLAT; SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS.

ALL BEING IN POLK COUNTY, IOWA.

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

LAYMAN'S DESCRIPTION

Approximately 369.80 acres (+/-) of land adjacent to the northwest quadrant of Ankeny and generally located south of NW 118th Avenue and west of NE 6th Street.

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

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

1. That the application for the proposed annexation area is hereby received and filed.
2. That copies of said application shall be referred to the Plan & Zoning Commission of the City for its review and recommendation.
3. That a consultation meeting with the affected townships and the county Board of Supervisors will be at 10:00 am on May 22, 2023, in the Public Services Building, 1210 NW Prairie Ridge Drive, Conference Room C.

DATED at Ankeny, Iowa, this 1st day of May 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



*City Council
Staff Report*

Meeting Date: May 1, 2023

Agenda Item: Hope Crest Annexation
Report Date: April 26, 2023
Prepared by: Bryan Morrissey
Associate Planner

Discussion:

The owners of seven parcels have requested annexation to the City of Ankeny. The land area petitioned for annexation totals approximately 364.05 acres (+/-). The proposed annexation area, including non-petitioned parcels and right-of-way, totals 369.80 acres (+/-). The proposed annexation area is adjacent to the northwest quadrant of Ankeny and is generally located south of NW 118th Avenue and west of NE 6th Street. There are two parcels within the proposed annexation area that have not petitioned at this time. If petitions are not received for those two parcels, Iowa Code allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries.

The annexation area is identified as being suitable for Low Density Residential in the Ankeny Plan 2040 Future Land Use Map. If the property is annexed into Ankeny, it will be initially zoned R-1, One-Family Residence District, consistent with all newly annexed property into Ankeny's Corporate Limits. A map has been included showing the property subject to the annexation in relation to Ankeny's Corporate Limits.



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned SW corner of NW Ash Drive and NW 54th Street

Legal Description (if necessary, provide attachment) See attached Exhibit 'A'

Property Owner(s): Hope K Farms LLC - Reza Kargarzadeh

Address: 4500 Westown Parkway Suite 277, West Des Moines, IA 50266

Address: _____

Phone #: 515-381-3925

Signed by: _____

*Property Owner Signature **

Date: 03/27/2023

Name (Print/Type)

Date: _____

Property Owners Signature

Name (Print/Type)

Date: _____

Property Owners Signature

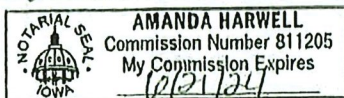
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 27 day of March, 2023, before me, a Notary Public in and for Polk County, personally appeared Reza Kargarzadeh, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Hope K Farms, LLC - Reza Kargarzadeh

Address: 4500 Westown Parkway, Suite 277, West Des Moines, IA 50266

Phone #: 515-381-3925

Signed by:

Applicant/Contact

Name (Print/Type)

Date: 03/27/2023

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

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

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

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

EXHIBIT 'A' – LEGAL DESCRIPTION

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN EXCEPT PARCEL 2022-7 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19156, PAGE 500.

AND

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPT PARCEL 2021-249 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18975, PAGE 233, BEING A PART OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

ALL BEING IN POLK COUNTY, IOWA.



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 234 NW 118th Ave, Ankeny, IA 50023

Legal Description (if necessary, provide attachment) See attached Exhibit 'A'

Property Owner(s): Nick & Sam Griffieon

Address: 234 NW 118th Ave, Ankeny, IA 50023

Address: _____

Phone #: _____

Signed by: _____

Property Owner Signature *

Nick Griffieon
Name (Print/Type)

Date: 8/11/2022

Samantha Griffieon
Property Owners Signature

Date: 8/11/2022

Samantha Griffieon
Name (Print/Type)

Date: _____

Property Owners Signature

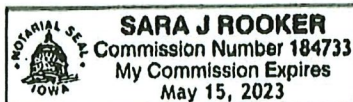
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 11th day of August, 2022, before me, a Notary Public in and for Polk County, personally appeared Nick Griffieon, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this 11th day of August, 2022, before me, a Notary Public in and for Polk County, personally appeared Sam Griffieon, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Hopo K Farms, LLC - Reza Kargarzadeh

Address: 4500 Westown Parkway, Suite 277, West Des Moines, IA 50266

Phone #: 516-381-3925

Signed by:

Date: 08/05/2023

Applicant/Contact

Reza Kargarzadeh

Name (Print/Type)

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

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

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

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

EXHIBIT 'A' – LEGAL DESCRIPTION

PARCEL 2022-7 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19156, PAGE 500, BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN POLK COUNTY, IOWA.



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned:

NE 118TH AVE. NE 6TH ST

EX E 85F - N 1/2 SW 1/4 SEC 2-80-24, SW CORNER OF NW 54TH STREET AND NW 118TH STREET
~~DRIVE~~

Legal Description (attach, if lengthy)

SEE ATTACHED EXHIBIT 'A'

Property Owner(s): IES CORPORATION

Address: 11655 NE 6th Street, Ankeny, IA 50023

Phone #: _____

Applicant / Contact Hope K Farms, LLC

Address 4500 Westown Parkway, Suite 277, West Des Moines, IA
50266

Phone #: 515-381-3925

Signed by:

IES Corp by Craig Saffron (Pres)
(Property Owner) *

Date:

12/9/22

(Note: No other signature may be substituted for the Property Owner's Signature.)

and:

(Applicant/Contact)

Date:

04/03/2023

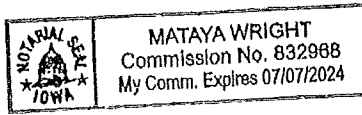
Original Signatures are Required

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 9th day of December, 2021, before me, a Notary Public in and for Polk County, personally appeared Craig Griffithson, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



[Signature]
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

Notary Public in and for
Polk County, Iowa

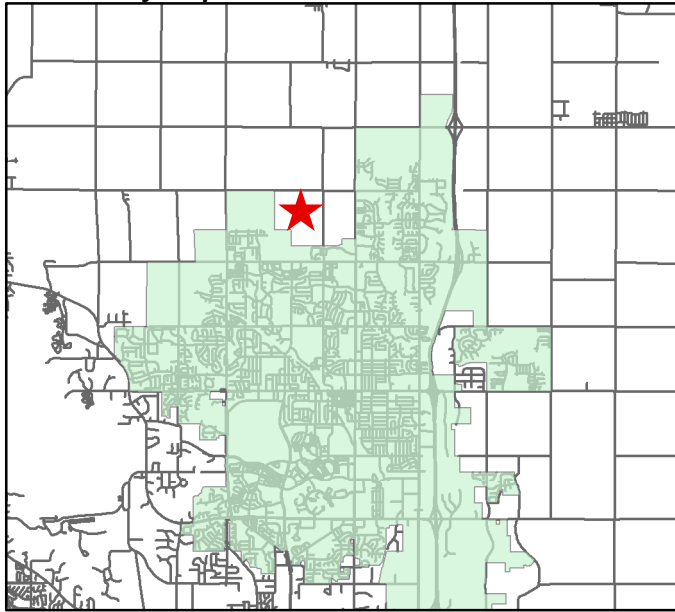
EXHIBIT 'A' – LEGAL DESCRIPTION

THE NORTH FRACTIONAL HALF (N FRL ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT PARCELS "D" AND "E" OF PLAT OF SURVEY FILED APRIL 17, 2000 IN BOOK 8471, PAGE 233; AND EXCEPT TRIPLE J PARK PLAT 1, AN OFFICIAL PLAT; SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS.

AND

PARCEL 2021-249 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18975, PAGE 233, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

Vicinity Map



LEGAL DESCRIPTION

"THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND
PARCEL 2022-7 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19156, PAGE 500, BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND
THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND
PARCEL 2021-249 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18975, PAGE 233, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

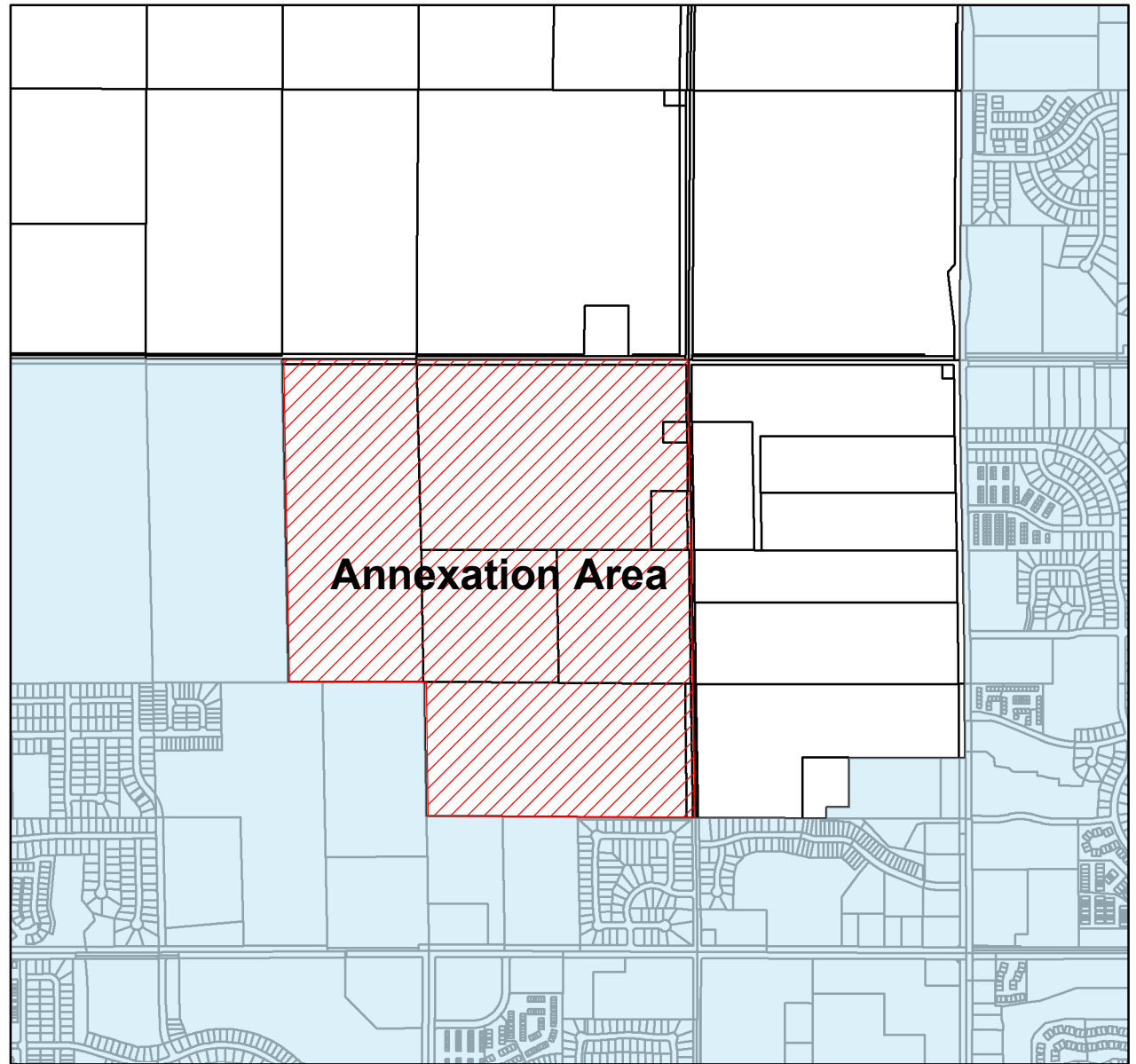
AND
THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND
THE NORTH FRACTIONAL HALF (N FRL ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY IOWA.

AND
PARCELS "D" AND "E" OF PLAT OF SURVEY FILED APRIL 17, 2000 IN BOOK 8471, PAGE 233.

AND
TRIPLE J PARK PLAT 1, AN OFFICIAL PLAT; SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS.
ALL BEING IN POLK COUNTY, IOWA.

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



1 inch = 1,671.77 feet

Annexation Map

Property Owners:

Hope K. Farms LLC, IES Corporation, Midamerican Energy Company, Marilyn M. Shay, Nick & Sam Griffieon

City of Ankeny

**Hope Crest
Annexation**

City of Ankeny, Iowa
Community Development Department

Drawn By: BMM

Sheet No.

Checked by:

1 of 1

Date: April 26, 2023

FILE IN: 202202133 (100) ANKENY, IOWA 50322, UNDEVELOPED, 1/2022, MAP DWG
FILE DATE: 4/17/23
DATE PLOTTED: 4/14/2023 8:35 AM
PLOTTED BY: JARED MURRAY
TECH: DSC



ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322

OWNER / REQUESTED BY

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

NOTES

BEARINGS, DISTANCES AND AREAS SHOWN ARE FROM
POLK COUNTY AUDITOR MAPPING AND ARE FOR
REFERENCE ONLY. PROPERTY TO BE FINAL PLATTED
PRIOR TO DEVELOPMENT.

PROPERTY OWNERS

	PROPERTY OWNER	AREA	PERCENT	CONSENTING
1	HOPE K FARMS LLC	244.63	67.49%	×
2	IES CORPORATION	108.43	29.92%	×
3	MIDAMERICAN ENERGY COMPANY	4.69	1.29%	
4	MARILYN M SHAY	1.08	0.30%	
5	NICK & SAM GRIFFIEON	3.65	1.00%	×
	TOTAL		98.41%	

ANNEXATION DESCRIPTION

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP
80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND

PARCEL 2022-7 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN
BOOK 19156, PAGE 500, BEING A PART OF THE EAST HALF OF THE
NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24
WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL
MERIDIAN.

AND

PARCEL 2021-249 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN
BOOK 18975, PAGE 233, BEING A PART OF THE SOUTHEAST QUARTER
OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH,
RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL
MERIDIAN.

AND

THE NORTH FRACTIONAL HALF (N FRL ½) OF THE NORTHWEST QUARTER
(NW ¼) OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE
5TH P.M., POLK COUNTY IOWA.

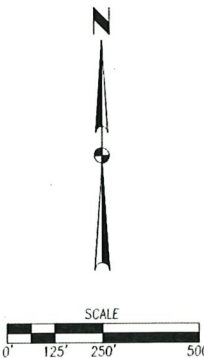
AND

PARCELS "D" AND "E" OF PLAT OF SURVEY FILED APRIL 17, 2000 IN
BOOK 8471, PAGE 233.

AND

TRIPLE J PARK PLAT 1, AN OFFICIAL PLAT; SUBJECT TO LEGALLY
ESTABLISHED HIGHWAYS.

ALL BEING IN POLK COUNTY, IOWA.



DATE

04/14/2023

REVISIONS

PREPARED

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

TECH: CWO

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

HOPE CREST
ANNEXATION MAP

1/1
2202.133



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider a motion to receive and file correspondence from Snyder & Associates on behalf of Legacy Cutler, LLC, Legacy Reichardt, LLC, and Legacy Housby, LLC dated April 14, 2023, requesting to vacate a portion of City owned right-of-way for the westerly 54-feet of Street Lot B, Crosswinds Business Park Plat 1.

EXECUTIVE SUMMARY:

The City has received a request to vacate a portion of City owned right-of-way located identified as the westerly 54-feet of Street Lot B, Crosswinds Park Plat 1, located west of SE Four Mile Drive and north of SE 77th Street. The ROW was originally deeded for the extension of SE Crosswinds Drive, but as development in the area commenced, the alignment of SE Crosswinds Drive was altered with the extension of SE Convenience Blvd. The subject portion of ROW is unnecessary for municipal use.

City staff has reviewed the request, and has determined that the vacation is appropriate.

FISCAL IMPACT: **Yes**

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Approve motion to refer to the Plan & Zoning Commission for its study and recommendation.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Applicant Letter
 Aerial Map
 Vacation Plat

April 14, 2023

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50023

RE: RIGHT-OF-WAY VACATION REQUEST
CROSSWINDS BUSINESS PARK PLAT 1, STREET LOT B
PART OF SECTION 7, T.79N., R.23W.
ANKENY, IOWA
S&A Project No. 123.0504.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Legacy Cutler, LLC, Legacy Reichardt, LLC, and Legacy Housby, LLC, as the Property Owners, please find accompanying the Right-of Way Vacation Plat for the westerly 54-feet of Street Lot B, Crosswinds Business Park Plat 1.

This right-of-way was originally platted and dedicated to the City of Ankeny as a proposed 84-foot wide right-of-way for the extension of SE Crosswinds Drive with a water main and recreational trail constructed in the easterly portion of the right-of-way. As development commenced the planned roadway alignment of SE Crosswinds Drive was altered with the extension of SE Convenience Blvd. along the northerly portion of Outlot "X", Crosswinds Business Park Plat 1. With this realignment and connection into SE Convenience Blvd. and ultimate extension south to SE 90th Street, the entire Street Lot B right-of-way was not required for a roadway extension. After review with Staff, the easterly 30-feet is being retained by Ankeny for the existing water main and recreational trail.

Submittal Materials are as follows:

1. Letter of Request to Vacate a portion of Right-of-Way,
2. Five (5) copies of the Right-of-Way Vacation Plat with legal descriptions, and
3. Vacation Request Application fee of \$360.00.

Please include the Right-of-Way Vacation request into the review and approval process. Please let me know if you have any question or require further information. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.



Brent K. Culp

Enclosure

cc: Tim Hogan, Hogan Law Office (w/enclosures emailed)
file (electronic)



V:\Projects\2023\123\1230260.DWG\DWG\ALISTIN\DAVENPORT_22X34 EXHIBIT L - 2023\04\14_7:18 AM FULL BLEED B (17.00 X 11.00 INCHES)

RIGHT-OF-WAY VACATION PLAT

LOT 1
CROSSWINDS PLAT 2 Found 1/2" Rebar W/YPC #16747

LOT 1
CROSSWINDS PLAT 3

ACQUISITION PLAT
(BOOK 19104, PAGE 361)

NE Corner Outlot "X"

S88°50'18"E 54.07'

30.04' M

C7

C2

C3

C4

Street Lot B
Crosswinds Business
Park Plat 1

Existing 84' R.O.W.

30.00'

54.00'

PT. OUTLOT "X"
CROSSWINDS BUSINESS
PARK PLAT 1

OUTLOT "Y"
CROSSWINDS BUSINESS
PARK PLAT 1

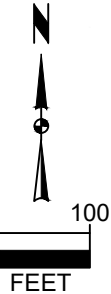
N7°52'54"W 1298.41' M&P

S7°52'54"E 1353.47'

N7°52'54"W 1220.48' M&P

SE CROSSWINDS DRIVE

South Line Of The NE1/4
Section 07-79-23



Found 1/2" Rebar W/YPC #16747

N41°53'48"E 42.82' M&P

S89°52'08"W 850.42' M&P

SE Corner Outlot "X"
Point Of Beginning

Found 1/2" Rebar
W/YPC #16747

N46°42'19"W 63.77' M

N46°42'02"W 63.77' P

S88°29'03"W 165.98' M&P

C1

L1

SE 77TH STREET

OUTLOT "V"
CROSSWINDS BUSINESS
PARK PLAT 1

RIGHT-OF-WAY VACATION DESCRIPTION

A PART OF STREET LOT B, CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "X"; THENCE NORTH 41°53'48" EAST ALONG THE EAST LINE OF SAID OUTLOT "X", 42.82 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 180.00 FEET, WHOSE ARC LENGTH IS 17.67 FEET AND WHOSE CHORD BEARS NORTH 05°04'14" WEST, 17.66 FEET; THENCE NORTH 07°52'54" WEST CONTINUING ALONG SAID EAST LINE, 1298.41 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 838.50 FEET, WHOSE ARC LENGTH IS 173.24 FEET AND WHOSE CHORD BEARS NORTH 01°57'33" WEST, 172.93 FEET TO THE SOUTHEAST CORNER OF AN ACQUISITION PLAT FILED IN BOOK 19104, PAGE 361 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°50'18" EAST, 54.07 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 784.50 FEET, WHOSE ARC LENGTH IS 164.72 FEET AND WHOSE CHORD BEARS SOUTH 01°51'46" EAST, 164.41 FEET; THENCE SOUTH 07°52'54" EAST, 1353.47 FEET TO THE SOUTH LINE OF SAID STREET LOT B; THENCE SOUTH 88°29'03" WEST ALONG SAID SOUTH LINE, 88.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.90 ACRES (82,593 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1 M	88.10	S88° 29' 03"W

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1 M&P	5°37'25"	180.00'	17.67'	8.84'	N5°04'14"W 17.66'
C2 M	11°50'15"	838.50'	173.24'	86.93'	N1°57'33"W 172.93'
C3 M	12°01'48"	784.50'	164.72'	82.66'	S1°51'46"E 164.41'
C4 M&P	19°01'58"	754.50'	250.63'	126.48'	S1°38'21"W 249.48'
C5 M&R	6°11'08"	838.50'	90.52'	45.30'	S7°03'08"W 90.48'
C6 M&P	9°13'56"	573.00'	92.33'	46.27'	S12°29'53"E 92.23'
C7 M&P	18°01'22"	838.50'	263.76'	132.98'	S1°08'01"W 262.67'



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS Date

License Number 19710

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

Sheet 1 of 1



Project No: 123.0504.01

Sheet 1 of 1

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:

ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com

SERVICE PROVIDED BY:

SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:

PT. STREET LOT "B"
CROSSWINDS BUSINESS PARK PLAT 1
SEC. 07-79-23

REQUESTED BY:

LEGACY CUTLER, LLC, LEGACY HOUSBY, LLC &
LEGACY REICHARDT, LLC

OWNER

LEGACY CUTLER, LLC
LEGACY HOUSBY, LLC
LEGACY REICHARDT, LLC
1305 50TH ST.
WEST DES MOINES, IA 50266-1705

AREA SUMMARY

GROSS AREA: 1.90 ACRES (82,593 SF)

DATE OF SURVEY

04/10/2023

BASIS OF BEARING

THE EAST LINE OF OUTLOT "X", CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, IS ASSUMED TO BEAR NORTH 07°52'54" WEST FOR THE PURPOSE OF THIS SURVEY.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)

ROW Marker

ROW Rail

Control Point

Bench Mark

Platted Distance

Measured Bearing & Distance

Recorded As

Deed Distance

Calculated Distance

Minimum Protection Elevation

Centerline

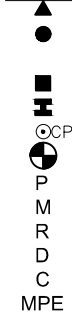
Section Line

1/4 Section Line

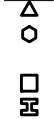
1/4 1/4 Section Line

Vacation Line

FOUND



SET





ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider a motion to adopt a **RESOLUTION** accepting a proposal from Iowa Signal, Inc. in the amount of \$56,895.00 for construction of the NW 36th Street Fiber Optic Redundancy.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Iowa Signal, Inc. for the NW 36th Street Fiber Optic Redundancy.

The project will provide a redundant communication route for City facilities in the northeast quadrant of the City, including Fire Station #3, Otter Creek Golf Course and associated sites. The previous 'back-up' communication path was removed because it was in conflict with the 2023 NW 18th Street Reconstruction - Ash Drive to Ankeny Boulevard roadway widening.

The project will install approximately 2,600 LF of 2-inch blue HDPE conduit, two (2) Type III handholes,

and 3,600 LF of fiber optic cable along NW 36th Street between NW State Street and NW Ash Drive. Two (2) splice cases and 112 fiber optic cable fusion splices are included, as are associated tasks such as furnishing and installing tracer wire and pull rope, re-working an existing splice case, installation of 'drop cable' with housing and panel (1 existing facility), fiber optic testing, temporary traffic control, mobilization and restoration.

The City has procured and will furnish all fiber optic cable required for the project.

An invitation to submit a proposal went out to five (5) area construction firms. Three (3) proposals were received by 10:30 am on April 18, 2023:

Iowa Signal, Inc.	\$56,895.00
Van Maanen Electric, Inc.	\$73,860.00
Communication Innovators, Inc.	\$94,235.00

The Engineer's Estimate was \$98,745.00, and the bids ranged from 5% to 42% lower than the estimate. Iowa Signal, Inc. has completed numerous similar projects for the City, including current work for NW 36th Street Widening - Ash Drive to Ankeny Boulevard and the SW State Street Fiber Optic Relocation. The Public Works Department recommends awarding the NW 36th Street Fiber Optic Redundancy to Iowa Signal, Inc. of Grimes, Iowa.

Pending Council approval, the contractor may begin work as soon as a pre-construction meeting is held, in order to complete the project by July 21, 2023.

FISCAL IMPACT: No

The project is included in the 2023-2027 Capital Improvement Program (CIP), with construction in 2023 within the Annual Traffic Signal Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve a motion to adopt a Resolution accepting a proposal from Iowa Signal, Inc. in the amount of \$56,895.00 for construction of the NW 36th Street Fiber Optic Redundancy.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Location Map

RESOLUTION 2023-XXX

**A RESOLUTION ACCEPTING A PROPOSAL FROM
IOWA SIGNAL, INC.
IN THE AMOUNT OF \$56,895.00 FOR THE CONSTRUCTION OF
NW 36TH STREET FIBER OPTIC REDUNDANCY**

WHEREAS, the City of Ankeny desires to construct fiber optic infrastructure to provide communication redundancy for City facilities in the northeast quadrant of the City of Ankeny, and;

WHEREAS, a request for proposal was sent out to five (5) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Iowa Signal, Inc.	\$56,895.00
Van Maanen Electric, Inc.	\$73,860.00
Communication Innovators, Inc.	\$94,235.00
Engineer's Estimated Cost	\$98,745.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Iowa Signal, Inc. in the amount of \$56,895.00 be accepted for the construction of the NW 36th Street Fiber Optic Redundancy the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

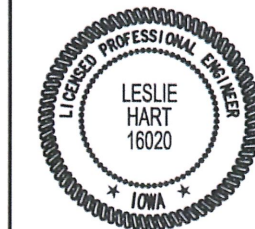
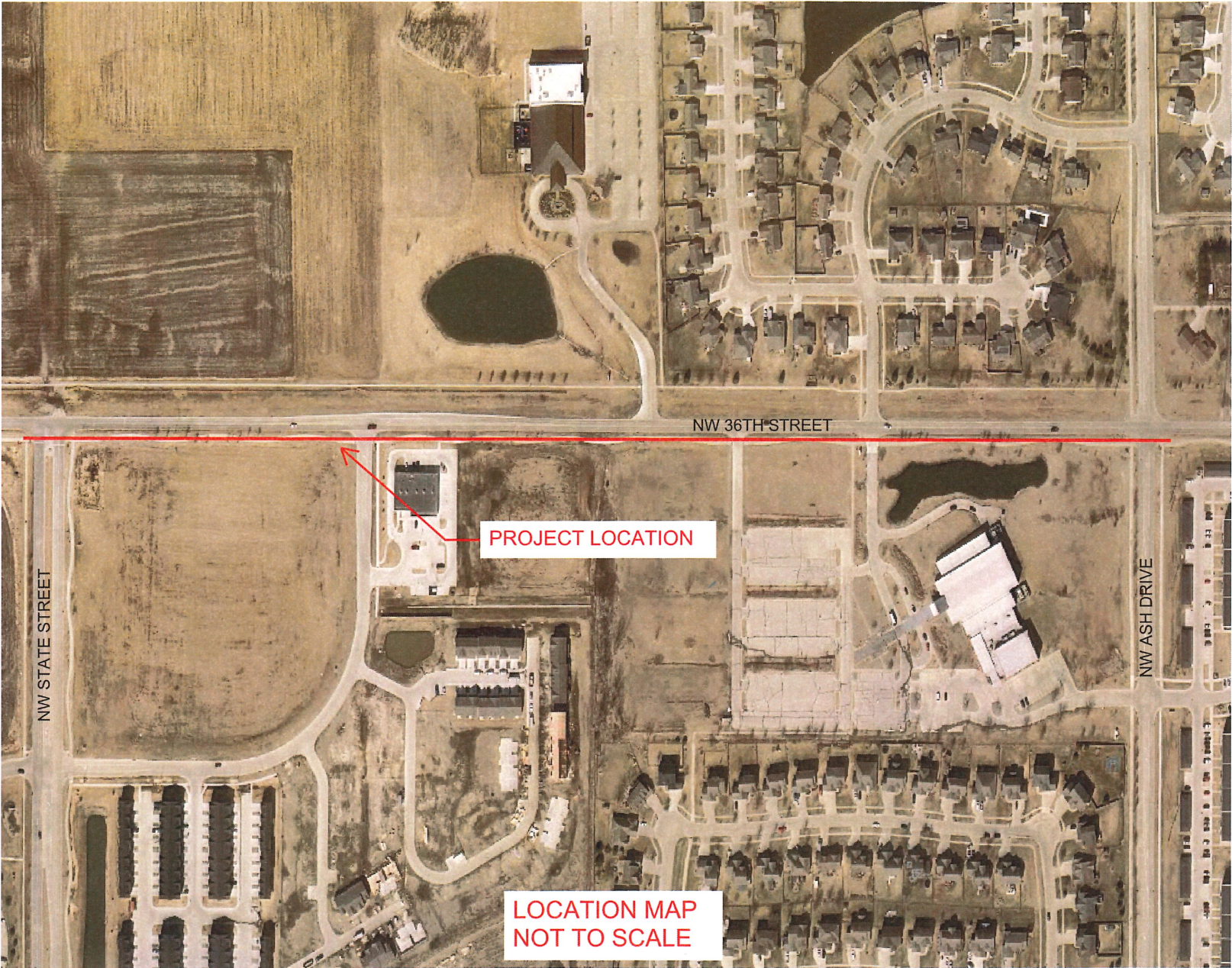
Bid Tabulation																		
NW 36th Street Fiber Optic Redundancy																		
Between NW State Street and NW Ash Drive																		
4/18/23 10:30 AM																		
				Engineer's Estimate			Iowa Signal, Inc.			Van Maanen Electric, Inc			Communication Innovators			Baker Electric, Inc. (No Bid)		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		TRAFFIC CONTROL																
1	8.1	Provide and Install One (1) - 2" BLUE conduit, Boring (incl tracer and pull rope)	LF	2,565	\$ 25.00	\$ 64,125.00	2,565	\$ 12.00	\$ 30,780.00	2,565	\$ 12.00	\$ 30,780.00	2,565	\$ 25.00	\$ 64,125.00	2,565	\$ -	\$ -
2	8.2	Provide and Install Type III HH (24"x30"x36")	EA	2	\$ 1,750.00	\$ 3,500.00	2	\$ 1,500.00	\$ 3,000.00	2	\$ 2,400.00	\$ 4,800.00	2	\$ 2,125.00	\$ 4,250.00	2	\$ -	\$ -
3	8.3	Install One (1) Fiber Optic Cable (96 count or less)	LF	3,550	\$ 3.00	\$ 10,650.00	3,550	\$ 1.50	\$ 5,325.00	3,550	\$ 2.58	\$ 9,159.00	3,550	\$ 1.60	\$ 5,680.00	3,550	\$ -	\$ -
4	8.4	Provide and Install Splice Case	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 1,050.00	\$ 2,100.00	2	\$ 1,350.00	\$ 2,700.00	2	\$ 900.00	\$ 1,800.00	2	\$ -	\$ -
5	8.5	Re-Work Existing Splice Case	EA	1	\$ 500.00	\$ 500.00	1	\$ 510.00	\$ 510.00	1	\$ 572.00	\$ 572.00	1	\$ 900.00	\$ 900.00	1	\$ -	\$ -
6	8.6	Provide and Install CCH-CP12-A9-P03RH	EA	1	\$ 750.00	\$ 750.00	1	\$ 800.00	\$ 800.00	1	\$ 726.00	\$ 726.00	1	\$ 780.00	\$ 780.00	1	\$ -	\$ -
7	8.7	Fiber Optic Cable Fusion Splices	EA	112	\$ 60.00	\$ 6,720.00	112	\$ 65.00	\$ 7,280.00	112	\$ 61.00	\$ 6,832.00	112	\$ 50.00	\$ 5,600.00	112	\$ -	\$ -
8	8.8	Fiber Optic Cable Testing	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,546.00	\$ 2,546.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ -	\$ -
9	8.9	Temporary Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 9,245.00	\$ 9,245.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ -	\$ -
		MISCELLANEOUS															\$ -	
10	11.1	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 2,600.00	\$ 2,600.00	1	\$ 6,500.00	\$ 6,500.00	1	\$ 5,600.00	\$ 5,600.00	1	\$ -	\$ -
TOTAL AMOUNT BID =				\$ 98,745.00			\$ 56,895.00			\$ 73,860.00			\$ 94,235.00			\$ -		

Bid Tabulation NW 36th Street Fiber Optic Redundancy Between NW State Street and NW Ash Drive 4/18/23 10:30 AM																		
				Price Industril Electric, Inc. (No Bid)														
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		TRAFFIC CONTROL																
1	8.1	Provide and Install One (1) - 2" BLUE conduit, Boring (incl tracer and pull rope)	LF	2,565	\$ -	\$ -												
2	8.2	Provide and Install Type III HH (24"x30"x36")	EA	2	\$ -	\$ -												
3	8.3	Install One (1) Fiber Optic Cable (96 count or less)	LF	3,550	\$ -	\$ -												
4	8.4	Provide and Install Splice Case	EA	2	\$ -	\$ -												
5	8.5	Re-Work Existing Splice Case	EA	1	\$ -	\$ -												
6	8.6	Provide and Install CCH-CP12-A9-P03RH	EA	1	\$ -	\$ -												
7	8.7	Fiber Optic Cable Fusion Splices	EA	112	\$ -	\$ -												
8	8.8	Fiber Optic Cable Testing	LS	1	\$ -	\$ -												
9	8.9	Temporary Traffic Control	LS	1	\$ -	\$ -												
		MISCELLANEOUS																
10	11.1	Mobilization	LS	1	\$ -	\$ -												
TOTAL AMOUNT BID =				\$ -			\$ -			\$ -			\$ -			\$ -		

NW 36TH STREET FIBER OPTIC REDUNDANCY PROJECT

SHEET INDEX

SHEET 1	ESTIMATE REFERENCE NOTES & PROJECT QUANTITIES
SHEET 2	DETAILED PROJECT QUANTITIES & GENERAL NOTES
SHEET 3-7	CONSTRUCTION PLANS



I hereby certify that this Engineering Document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the Laws of the State of Iowa.

Leslie Hart 4/4/23
Date
LESLIE HART, P.E.
License Number: 16020
My license renewal date is December 31, 2023
Pages or sheets covered by this seal:
ALL



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of utilities in the Vintage Business Park at Prairie Trail Plat 9 (Fieldhouse Turn Lane) project.

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a resolution approving plans and specifications and accepting contract, performance and maintenance bonds for the construction of utilities in the Vintage Business Park at Prairie Trail Plat 9 (Fieldhouse Turn Lane) project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Consider a motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of utilities in the Vintage Business Park at Prairie Trail Plat 9 (Fieldhouse Turn Lane) project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Resolution](#)

 [Contract and Bonds](#)

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF UTILITIES (STORM SEWER) FOR VINTAGE BUSINESS PARK PLAT 9 (FIELDHOUSE TURN LANE) PROJECT

WHEREAS, the plans and specifications for the construction of utilities (storm sewer) improvements for Vintage Business Park Plat 9 (Fieldhouse Turn Lane) project have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 12 day of April, 2023, by and between The Underground Company, Ltd. hereinafter called the "contractor", and DRA Properties hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u> </u> Traffic Signal	<u> </u> Sanitary Sewers	<u> </u> Water Lines
<u>X</u> Storm Sewers	<u> </u> Paving	<u> </u> Subgrade Prep.

As shown in construction plans titled (Project Name) Vintage Business Park at Prairie Trail Plat 9, and bearing an "Approved For Construction Date" of 6 / 20 / 22.

The estimated quantity of work to be done is:

 as shown on the approved plans
X as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than May 30, 2023, and shall fully complete the work not later than June 30, 2023.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 10,900.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

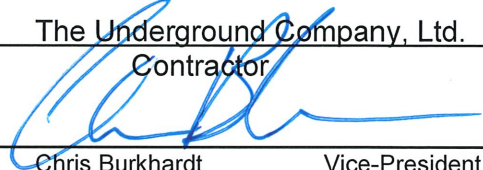
ARTICLE VI: CONTRACT DOCUMENTS

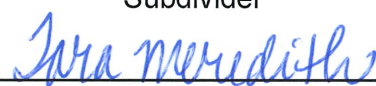
The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first stated above.

The Underground Company, Ltd.
Contractor
by 
Chris Burkhardt Vice-President
email: __chrisb@underltd.com____

Subdivider
by 
email: 
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by 
City Engineer

PROJECT: Vintage Business Park at Prairie Trail Plat 9
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Storm Sewer</u>			
SS1	Connect to Existing Structure	1.00	EA
SS2	15" RCP Storm Sewer	12.00	LF
SS3	SW-501 Intake	1.00	EA
SS4	Modifiy Existing Intake Structure	1.00	EA

PERFORMANCE BOND

BOND NO. 100024906

KNOW ALL MEN BY THESE PRESENTS:

That The Underground Company, Ltd. as Principal, and Merchants Bonding Company (Mutual) as Surety, are held firmly bound unto The City of Ankeny and DRA Properties as owner (s) in the penal sum of Ten Thousand Nine Hundred and No/100----- DOLLARS (\$10,900.00) to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Signed, sealed and dated this 13th day of April, 2023.

WHEREAS, the principal has entered into a certain written contract, dated the 12th day of April 2023, With the owner(s) for: _____

Vintage Business Park at Prairie Trail Plat 9- Ankeny, IA**Storm Sewers****(See Attached Schedule)**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the city of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against DRA Properties in any action which might be brought against the principal or surety by the city of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the city of Ankeny's right to recovery hereunder.

2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

The Underground Company, Ltd.

principal

by

Merchants Bonding Company (Mutual)

surety

(seal)

by

Jessica J Perkins
Jessica J. Perkins, Attorney-in-Fact

City of Ankeny

by

DRA Properties

Subdivider

by

Sara meredith

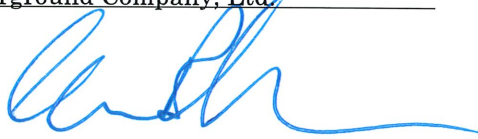
- (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
- (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the city of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 13th day of April, 2023

The Underground Company, Ltd.
principal

by  _____

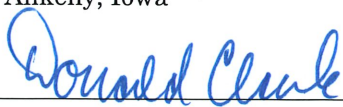
Merchants Bonding Company (Mutual)

surety (seal)

by  _____
Jessica J. Perkins, Attorney-In-Fact

Approved as to form

City of Ankeny, Iowa



City Engineer

CONTRACTOR'S MAINTENANCE BOND

BOND NO. 100024906

KNOW ALL MEN BY THESE PRESENTS:

That The Underground Company, Ltd of Carlisle, Iowa as Principal, and Merchants Bonding Company (Mutual) of West Des Moines, Iowa as Surety are held and firmly bound unto The City of Ankeny, Iowa, for a period of Four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal Ten Thousand Nine Hundred and No/100----- DOLLARS (\$10,900.00) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 13th day of April, 2023 wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Vintage Business Park at Prairie Trail Plat 9- Ankeny, IA**Storm Sewers****(See Attached Schedule)**

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.

PROJECT: Vintage Business Park at Prairie Trail Plat 9
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
------	-------------	----------	------

	<u>Storm Sewer</u>		
SS1	Connect to Existing Structure	1.00	EA
SS2	15" RCP Storm Sewer	12.00	LF
SS3	SW-501 Intake	1.00	EA
SS4	Modifiy Existing Intake Structure	1.00	EA

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Dean M Clark; Diane M Vanderpool; Jessica J Perkins; Stacy R Rush

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of April, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2022

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945		CONTACT NAME: Dana Firkins PHONE (A/C, No, Ext): 515-237-0167 E-MAIL ADDRESS: dana.firkins@assuredpartners.com FAX (A/C, No): 515-237-0167		
INSURED The Underground Company Ltd 12245 Dakota Drive Carlisle IA 50047 UNDECOM-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Cincinnati Insurance Company		10677
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 1003604366**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		EPP0194437	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Drive Ot Car			EPP0194437	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0194437	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N N / A			EWCO322539	5/1/2022	5/1/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Vintage Business Park at Prairie Trail Plat 9

Certificate holder is an Additional Insured - Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Governmental Agency or Subdivision or Political Subdivision - permits; Mortgagee, Assignee or Receiver; on a primary and non-contributory basis when required in a written contract, permit or authorization with respects to the General Liability policy per form GA233 (09/20)

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny
410 West 1st Street
Ankeny IA 50021

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

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of paving improvements in the Vintage Business Park at Prairie Trail Plat 9 (Fieldhouse Turn Lane) project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting contract, performance and maintenance bonds for the construction of paving improvements in the Vintage Business Park at Prairie Trail Plat 9 (Fieldhouse Turn Lane) project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Consider a motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of paving improvements in the Vintage Business Park at Prairie Trail Plat 9 (Fieldhouse Turn Lane) project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Contract and Bonds](#)

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF PAVING IMPROVEMENTS FOR VINTAGE BUSINESS PARK PLAT 9 (FIELDHOUSE TURN LANE) PROJECT

WHEREAS, the plans and specifications for the construction of paving improvements for Vintage Business Park Plat 9 (Fieldhouse Turn Lane) project have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 24th day of March 2023, by and between All Star Concrete, LLC hereinafter called the "contractor", and DRA Properties hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u> </u> Traffic Signal	<u> </u> Sanitary Sewers	<u> </u> Water Lines
<u> </u> Storm Sewers	<u> X </u> Paving	<u> </u> Subgrade Prep.

As shown in construction plans titled (Project Name) Vintage Business Park at Prairie Trail Plat 9 – Ankeny, IA, and bearing an "Approved For Construction Date" of 06 / 20 / 2022.

The estimated quantity of work to be done is:

 X as shown on the approved plans
 as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than May 22, 2023 and shall fully complete the work not later than June 26, 2023

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 59,727.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first stated above.

All Star Concrete, LLC
Contractor

by William D. Hargrett - SR. PM

DPA Properties, LC
Subdivider

by Jana Meredith

Approved as to form:

City of Ankeny, Iowa

by Donald Clark
City Engineer

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That All Star Concrete, LLC as principal
and Merchants National Bonding, Inc. as surety are
held and firmly bound unto the City of Ankeny

and DRA Properties, LC as owner(s)
in the penal sum of

Fifty Nine Thousand Seven Hundred Twenty Seven & No/100----- Dollars (\$ 59,727.00),
to the payment of which, well and truly to be made, the principal and surety bind themselves, their and
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

Signed, sealed and dated this 28th day of March, 20 23.

WHEREAS, the principal has entered into a certain written contract, dated the 24th day of
March, 20 23, with the owner(s) for: Vintage Business Park at Prairie Trail
Plat 9 – Public Turning Lane

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above
bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly
arising by reason of the failure of the principal to perform faithfully said contract, as well as against any
and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be
finally established against said improvements and the ground upon which constructed, for work done
and/or materials furnished in and about the performance of said contract, then this obligation shall be
void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against DRA Properties, LC, in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

All Star Concrete, LLC

principal

by William D. Hargger
WILLIAM D. HARGGER - SR. PM

Merchants National Bonding, Inc.

surety

(SEAL)

by Cindy Bennett
Cindy Bennett, Attorney-in-fact

City of Ankeny

by Donald Clark

DRA Properties, LC

owner

by Jara Meredith

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That All Star Concrete, LLC of Johnston, Iowa as principal and Merchants National Bonding, Inc. of Des Moines, Iowa as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of Four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Fifty Nine Thousand Seven Hundred Twenty Seven & No/100-- DOLLARS (\$ 59,727.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 24th day of March, 2023, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of: Vintage Business Park at Prairie Trail Plat 9 – Public Turning Lane

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.
 - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
 - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 28th day of March,
20 23.

All Star Concrete, LLC

principal

by William D. Mayne
WILLIAM D. MAYNE-SR.PM

Merchants National Bonding, Inc.

surety

(SEAL)

by Cindy Bennett
Cindy Bennett, Attorney-in-fact

Approved as to form:

City of Ankeny, Iowa

by Donald Clark
City Engineer

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2023.



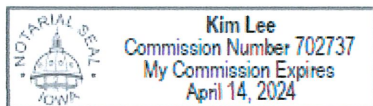
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of March, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: Sarah Tritz PHONE (A/C, No, Ext): E-MAIL ADDRESS: stritz@holmesmurphy.com	FAX (A/C, No):
INSURED All Star Concrete LLC 4989 NW Johnston Dr. Johnston, IA 50131-0394		INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMER INS CO INSURER B: Integrity Insurance Company INSURER C: TRAVELERS PROP CAS CO OF AMER INSURER D: INSURER E: INSURER F:	NAIC # 16535 14303 25674

COVERAGES

CERTIFICATE NUMBER: 68405793

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GLO1122702	03/13/23	10/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAP1122703	03/13/23	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-5W103055-23-NF	03/13/23	10/01/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC1122701	03/13/23	10/01/23	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Vintage Business Park at Prairie Trail Plat 9

Additional Insured (CGL): City of Ankeny, as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny 1210 Prairie Ridge Drive Ankeny, IA 50023 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for storm sewer in the Aim High Automotive Addition at 1001 SW Ordinance Rd.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Maintenance Bond

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR STORM SEWER IN THE AIM HIGH AUTOMOTIVE ADDITION

WHEREAS, the site plan for the construction of the **Aim High Automotive Addition at 1001 SW Ordinance Rd** has been submitted and approved by City Staff; and

WHEREAS, the maintenance bond for the storm sewer in the **Aim High Automotive Addition at 1001 SW Ordinance Rd** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has been notified that the construction of the public improvements has been completed on May 1st, 2023 with the following exceptions:

NONE.

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

1. That the above-described improvements be and are hereby accepted based on said notification.
2. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CONTRACTOR'S MAINTENANCE BOND

Bond # 100024905

KNOW ALL PERSONS BY THESE PRESENTS:

That The Underground Company, Ltd. of Carlisle, Iowa as principal (the "Principal"), and Merchants Bonding Company (Mutual) of West Des Moines, Iowa as surety (the "Surety"), are held and firmly bound unto the City of Ankeny, Iowa, as obligee (the "Obligee"), in the penal sum of Sixty One Thousand Seven Hundred Forty Eight Dollars (\$61,748.00), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated January 9, 2023 entered into a contract (the "Contract") with Aim High Auto to furnish the material and labor necessary for the construction of 30" RCP Storm Sewer and Intake Structures

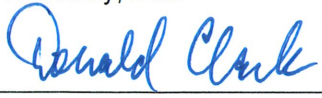
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of **Four (4)** year(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery") of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligor's issuance of the Notice of Discovery of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligor's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of the 10th day of April, 2023.

Approved as to form:
City of Ankeny, Iowa

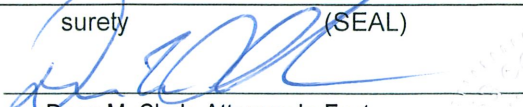
by 
City Engineer

The Underground Company, Ltd
principal

by 

email chrisb@underltd.com
(Required for return of signed document)

Merchants Bonding Company (Mutual)
surety (SEAL)

by 
Dean M. Clark, Attorney-in-Fact



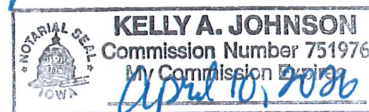
CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Warren

On this 10th day of April, 2023, before me personally appeared Chris Burkhardt to me known, who being duly sworn, did say that he/she is the Vice President of The Underground Company LTD, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.

Kelly A. Johnson
Notary Public



ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Polk

On this 10 day of April, 2023, before me personally appeared Dean M. Clark to me known, who being duly sworn, did say that he/she is the Attorney-in-Fact of Merchants Bonding Company (Mutual), a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Jessica Perkins
Notary Public



PROJECT: Aim High Auto
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Storm Sewer</u>			
SS1	30" RCP Storm Sewer	154.00	LF
SS2	Remove Existing RCP Storm Sewer	116.00	LF
SS3	SW-402 Manhole Over Existing Storm Sewer	2.00	EA
SS4	SW-402 Manhole	2.00	EA
SS5	Remove Existing Structure	1.00	EA

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Dean M Clark; Diane M Vanderpool; Jessica J Perkins; Stacy R Rush

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January, 2022.

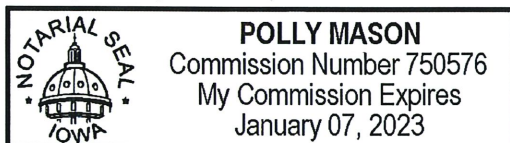


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of April, 2023.



William Warner Jr.
Secretary



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the 2023 Creekside Park Improvements project, and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 5/30/23 @ 10:30 A.M. / date of hrg: 6/5/23 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the Creekside Park Improvements project. This involves ordering construction, setting a public hearing date on the contract documents (plans, specifications, form of contract), estimated total cost, and setting a date for considering bids on the project.

Project improvements include grading, installation of PCC paving, playground equipment with poured-in-place rubber surface, and permanent seeding.

Other associated improvements include drinking fountain installation, open shelter structure (ADD ALT), erosion control, temporary traffic control, tree planting, and miscellaneous work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no later than June 23, 2023. The Contractor shall fully complete the project no later than October 27, 2023. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: May 1, 2023
2. Post Notice to Bidders and Notice of Public Hearing: May 3, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: May 19, 2023
4. Bid Opening (10:30 A.M., Public Services Building): May 30, 2023
5. Public Hearing and Contract Award: June 5, 2023
(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 Improvements Program with construction scheduled for 2023.

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 May 30, 2023 and setting the public hearing date as June 5, 2023 for the Creekside Park Improvements 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 May 3, 2023 and to be published in the Des Moines Register on May 19, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Resolution
 Notice to Bidders and Notice of Public Hearing
 Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2023 CREEKSIDE PARK IMPROVEMENTS, 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 2023 CREEKSIDE PARK IMPROVEMENTS, 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 2023 Creekside Park Improvements; 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, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; 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 2023 Creekside Park Improvements, 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 PCC paving, playground equipment with poured-in-place rubber surface, and permanent seeding.

Other associated improvements include drinking fountain installation, open shelter structure (ADD ALT), erosion control, temporary traffic control, tree planting, and miscellaneous 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 May 30, 2023, 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 June 5, 2023, 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 June 5, 2023.

PASSED AND APPROVED this 1st day of May, 2023.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2023 Creekside Park Improvements
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **2023 Creekside Park Improvements** project at its meeting at **5:30 P.M. on the 5th day of June 2023**, 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=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>
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 **30th day of May, 2023**, 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 30th day of May, 2023**, 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 5th day of June, 2023**, 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 June 23, 2023**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in June 2023.

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 515-963-3576 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

2023 Creekside Park Improvements

Project improvements include grading, installation of PCC paving, playground equipment with poured-in-place rubber surface, and permanent seeding.

Other associated improvements include drinking fountain installation, open shelter structure (ADD ALT), erosion control, temporary traffic control, tree planting, and miscellaneous work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 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 **October 27, 2023**. 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 **1st day of May, 2023**.

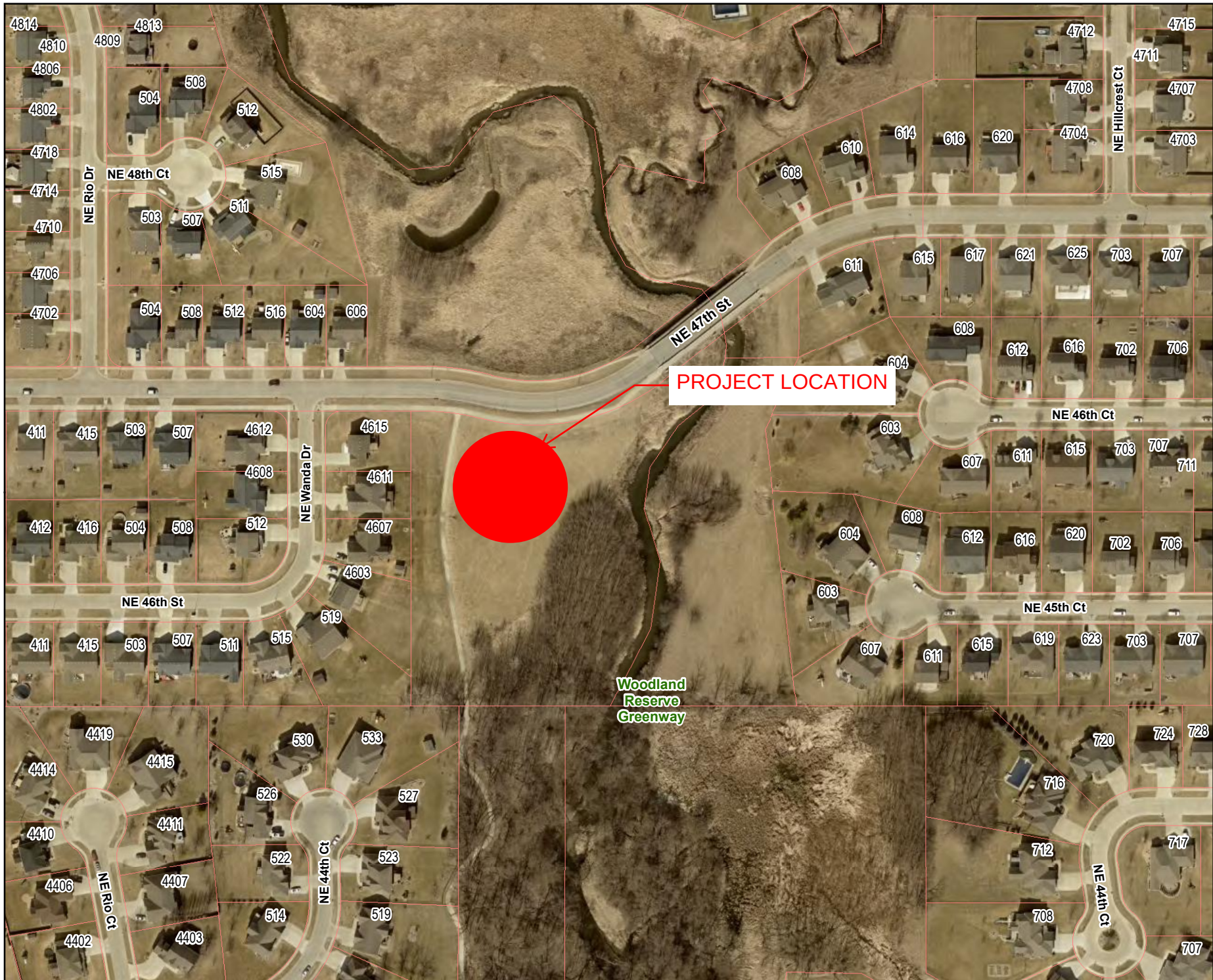
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **3rd day of May, 2023**.

Published in the Des Moines Register the **19th day of May, 2023**.



PROJECT LOCATION

Woodland
Reserve
Greenway

PUBLIC WORKS
DEPARTMENT
ENGINEERING
DIVISION

1 in = 200 ft
Date: 4/25/2023



CREEKSIDE PARK LOCATION MAP
Map is for Locational Purposes Only.





ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve agreement with Barkpass, LLC for pet licensing software as a Service (SaaS).

EXECUTIVE SUMMARY:

The contract for animal licensing services with PetData, Inc. expires on June 30, 2023. After evaluating utilization and customer service, staff determined that expectations can be better met with another vendor. Staff has researched vendors who offer 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. Current records will be converted for convenience of users.

PetData 2022 expenses totaled \$ 13,388.32. The Barkpass annual subscription fee is \$ 1,788.00. Barkpass

receives 2.1% of the transaction and Strip receives 2.9% plus .30. Estimated total annual fees are \$ 8,600.13.

FISCAL IMPACT: Yes

Annual expenses associated with animal licensing will decrease from \$13,388 to approximately \$8,600.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approving agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Agreement

Barkpass SaaS Agreement

This Software as a Service (SaaS) agreement (the "Agreement") is dated this 1st day of June, 2023 (the "Effective Date") by and between Barkpass, LLC, an Iowa limited liability company ("Barkpass") and the City of Ankeny, a municipal organization (the "City").

By signing up for a Barkpass account or by using any Barkpass services, you are agreeing to be bound by the following terms and conditions (the "Terms of Service").

1. Software as a Service (SaaS)

1. After signing up with a valid email address, Barkpass shall grant you a subscription to use the Software.
 1. The subscription ("Term") shall begin on the day you create an account for your city or organization.
2. Use of the software is for business activity and not for personal use.
3. Title, copyright, codebase, distribution rights and intellectual property of the Software remain exclusively with Barkpass. You shall receive no ownership of the Software.
4. The Software is cloud-based and can be accessed through an Internet connection.
5. The subscription rights of the Software are granted to you only. You shall not transfer or assign any of the rights or obligations granted under this Agreement to any other person, organization or legal entity.
6. The Software shall not be modified, reverse-engineered or de-compiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under this section will be considered a material breach of this Agreement and Barkpass may terminate the Agreement and the associated account.

2. Fees

1. You agree to pay the applicable fees related to your online subscription ("Subscription Fees"), including fees related to the value of sales made through Barkpass ("Transaction Fees") and any other fees related to purchasing products or third-party services.
 1. Transaction fees are 5% of the transaction plus \$0.30.
2. Recurring fees can be paid through a valid payment method kept on file (a credit card) or an invoice can be sent to you for payment via check.
3. Subscription fees can be billed monthly or annually from the start of the Term. Transaction fees are processed at the time of the sale.

4. Failure to pay your fees on-time may result in termination of your account. Barkpass will notify you if we cannot process your payment.
5. Barkpass does not offer refunds.
6. There is an optional setup fee of \$1,000 if you would like additional assistance with setting up your account.

3. Warranties

1. Barkpass does not warrant that use of the Software will be uninterrupted or error-free. You accept that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.
2. Barkpass makes no warranty, express or implied, regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for your specific requirements.

4. Covenants Regarding Data

1. Barkpass agrees that it will not, without your consent, use personal data, including but not limited to personally identifiable information, confidential information, and payment information, collected on behalf of you other than for performance of the Software or other uses permitted by this Agreement or under applicable law. Barkpass agrees to abide by State of Iowa Law requiring veterinary records to remain privileged and confidential and not released without an order of a Court of competent jurisdiction, a public health emergency, or consent of the user.
2. Barkpass agrees that it will not sell, intentionally transfer or otherwise release to any third party personal data, including but not limited to personally identifiable information, confidential information, and payment information that Barkpass has collected in performing this Agreement, except to our third-party payment processor, Stripe.
3. Barkpass agrees that any data, including but not limited to personal data, confidential data, payment data collected on behalf of you shall be shared with as few people, including but not limited to Barkpass's agents, employees, and officers, within Barkpass's organization as necessary to perform this Agreement.
4. Barkpass agrees that any data collected on behalf of you in connection with this Agreement and shared within Barkpass's organization, including but not limited to its agents, employees and officers, shall adhere to all of the provisions herein with respect to data handling and information security requirements.
5. Any breach of confidentiality or data security by Barkpass's agents, employees, or officers shall be the same as a breach by Barkpass.

6. Barkpass agrees that any data collected, sent, or otherwise transmitted on behalf of you shall be stored and/or transmitted using industry accepted best practices. Barkpass acknowledges that industry best practices for data security and information security may change from time to time and Barkpass shall update its practices accordingly.
7. Barkpass uses a third-party payment processor called Stripe following Payment Card Industry Security Standards ("PCI-DSS"). Any and all payment collected, sent, or otherwise transmitted, including but not limited to credit card numbers, bank routing numbers, names, addresses, social security numbers, birthdates, security questions and answers, and all other personally identifiable information shall be collected, sent, and transmitted following the most current PCI-DSS requirements.
8. Barkpass acknowledges that Users (your customers) own their data, including personally identifiable information and veterinary records, when signing up for a Barkpass account, and Users may grant other Barkpass clients access to their data when purchasing more than one dog park permit.

5. Restrictions

1. Your agreement to these Terms means you will not:
 1. Upload or distribute any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Software,
 2. Modify, disassemble, decompile or reverse engineer the Software,
 3. Probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the Software,
 4. Take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Software,
 5. Copy or reproduce the Software,
 6. Maliciously reduce or impair the accessibility of the Software,
 7. Use the service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or
 8. Transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

6. Support

1. Barkpass will provide technical support to you for use of the Software, but will not provide support directly to Users (your customers).

2. It is your responsibility to provide support and customer service to Users as needed.

7. Cancellation and Termination

1. You may cancel your account at any time from the Barkpass administrator dashboard. You may also email your cancelation request to Support@Barkpass.com.
2. Barkpass reserves the right to modify or terminate the Barkpass service at any time, with or without notice.
3. Barkpass may terminate this Agreement with immediate effect if you violate any part of this Agreement.
4. Upon cancellation or termination of your account, Barkpass will cease providing you access and your account will be taken offline.
5. Any outstanding balance owed to Barkpass will be immediately due. Fees will not be prorated or refunded.

8. Indemnity

1. Subject to the limitations on Barkpass's liability set forth elsewhere in this Agreement, Barkpass agrees to indemnify and hold harmless you and your officers and employees from and against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of Barkpass's negligence, gross negligence or willful misconduct, or breach in the performance of services under this Agreement. In the event of joint and concurring responsibility of Barkpass and you, responsibility and indemnity, if any, shall be apportioned comparatively. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, in or to any other person or entity.

9. Force Majeure

1. Barkpass will be free of liability to you where Barkpass is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, tornado, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where Barkpass has taken any and all appropriate action to mitigate such an event.

10. Service Level Commitments, Disclaimers and Limitations

1. Barkpass will send a notification 48 hours in advance of maintenance windows that could cause downtime to the Software.

2. Barkpass does not guarantee network availability between you and the Barkpass hosting servers, as such availability can involve numerous third parties and is beyond the control of Barkpass.
3. Barkpass will not be liable for nor provide any service credits hereunder for any downtime caused in whole or part by a third party data center provider nor for any downtime that you experience as a result of you or your customer's own network connectivity issues.
4. If you experience a system or service outage and are unable to access the Software, you may contact Support@Barkpass.com, providing any/all necessary information that may assist Barkpass in determining the cause of the outage.

11. Governing Law

1. The parties to this Agreement submit to the jurisdiction of the courts of the State of Iowa for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Iowa.

12. Amendment

1. Barkpass may amend the terms and conditions of this Agreement at any time by reasonable notice.

13. Severability

1. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

14. Definitions

1. "Agreement" means all terms and information contained in this document.
2. "Authorized Users" means the list of persons selected by you to interact with the Software under this Agreement.
3. "Business Day" means a day other than Saturday, Sunday, or bank holidays.
4. "Data" means all of the data submitted by your customers to use the Software as a Service.
5. "Intellectual Property" means any and all of the following in any jurisdiction through the world:
 1. Trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
 2. Copyrights, including all applications and registrations related to the foregoing,
 3. Trade secrets and confidential know-how,

4. Patents and patent applications,
 5. Websites and internet domain name registrations, and
 6. Other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement, and any other rights relating to any of the foregoing).
6. "Law" means:
1. Any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgement, and
 2. Any official directive, protocol, code, guideline, notice, approval, order, policy or other requirement of any Governmental Authority having the force of law.
7. "Setup fee" means the optional fee to utilize Barkpass administrators support during account setup.
8. "Software" means the software created by Barkpass to provide dog park management, registration and pet licensing.
9. "Subscription Fees" means the cost of the software you are responsible to pay for monthly.
10. "Term" means the duration the subscription to the software will be in effect.
11. "Terms of Service" means the terms and conditions in this agreement.
12. "Transaction Fees" means the fees charged to you as the result of sales. They are a percentage of the sale.
13. "User" means your customer, also known as a buyer in the Barkpass interface.

This agreement is approved by the parties.

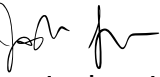
Barkpass, LLC

By: 

Name: Brianne Larson

Title: Co-founder

Date: 4/25/23

By: 

Name: Joshua Larson

Title: Co-founder

Date: 4/25/23

City of Ankeny

By:

Name:

Title:

Date:



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve the release of mortgage on property located at 2402 SE Hulsizer Road, Ankeny, Iowa.

EXECUTIVE SUMMARY:

In 1995 the Iowa Department of Economic Development (IDED) awarded the owners of property located at 2402 SE Hulsizer Road in the City of Ankeny a \$48,000 forgivable loan under IDED's CEBA program. This loan was secured with a mortgage on the property during the three year term of the award. This City sponsored the CEBA application and was included as a mortgagee.

The property is now in the process of being sold and this mortgage showed up during the title search by the prospective buyer. The terms of the 1995 IDED award have been satisfied the and City and IDED have been asked to release the mortgage.

FISCAL IMPACT: **No**

The award was between IDED and the property owner, so there was no fiscal impact to the city.

CITY MANAGER'S RECOMMENDATIONS:

To approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Brandt Holdings Release of Mortgage

**RELEASE OF REAL ESTATE MORTGAGE
Recorder's Cover Sheet**

Preparer Information:

Amy S. Beattie, 6701 Westown Parkway, Suite 100 West Des Moines, Iowa 50266
Phone: (515) 274-1450

Taxpayer Information:

Brandt Properties, Co., 4650 26th Avenue S., Suite E, Fargo, North Dakota, 58104.

Return Document To:

Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266

Grantors:

City of Ankeny, Iowa

Grantees:

Brandt Properties, Co.

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

Mortgage from Brandt Properties, Co. to Iowa Department of Economic Development and the City of Ankeny, Iowa, as recorded April 5, 1995, in Book 7174, Page 379, of the Polk County Recorder's Office.

RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Polk County, Iowa, to wit:

Lot 3 in HICKLIN INDUSTRIAL PARK PLAT 1, an Official Plat, now included
in and forming a part of the City of Ankeny, Polk County, Iowa.

is hereby released from the lien of the real estate mortgage, executed by Brandt Properties, Co., dated March 14, 1995, recorded in the records of the Polk County Recorder, State of Iowa, on April 5, 1995, in Book 7174, Page 379.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated on _____.

City of Ankeny, Iowa

By: _____
Mark Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on _____, by Mark Holm and Michelle Yuska, as Mayor and City Clerk, respectively, of the City of Ankeny, Iowa.

Signature of Notary Public



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-50.

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-50.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2141: An Ordinance amending the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2141 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: *<enap>Consider motion to accept second consideration of ORDINANCE 2141 </enap>*

Action. ~span~ Consider motion to accept second consideration of ORDINANCE 21411. ~/span~

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE

**AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 193,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA,
REGARDING FLOOD PLAIN REGULATIONS**

WHEREAS, on the 17th day of April, 2023, after due notice, the City Council held a public hearing to consider said amendment, at which time and place all parties in interest and citizens had the opportunity to be heard; and

WHEREAS, the City Council now deems it appropriate to amend the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

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

Section 1. That the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, is hereby amended;

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in effect upon its passage, approval, and publication as provided by law.

PASSED at Ankeny Iowa, this 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023**

**1st Con _____ (P. Hrg.)
2nd Con _____
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:
Ord 2142: An Ordinance vacating a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street. (PH 2023-32)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**
Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:
Accept first consideration of ORDINANCE 2142.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2142.

Action: Consider motion to accept staff's request to suspend the rule that all ordinances must be considered on three different days and accept second and third consideration of ORDINANCE 2142, sending it on its final passage and publication as required by law.

Action: Consider motion to adopt **RESOLUTION** authorizing the sale of real estate vacated by the City of Ankeny to Kara Bixby Rodriguez and Joel Rodriguez Castro.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Vacation Plat
 Resolution
 Quit Claim Deed

ORDINANCE

**AN ORDINANCE VACATING A PORTION OF ROADWAY EASEMENT
ALONG SW 3RD STREET AT 2943 SW 3RD STREET**

WHEREAS, pursuant to notice published in the manner required by law, on the 1st day of May, 2023, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a portion of roadway easement, as shown on the attached Right-of-Way Vacation Plat; and

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

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

1. That the City of Ankeny does hereby vacate and release the roadway easement, as shown on the attached Right-of-Way Vacation Plat; and
2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this 1st day of May, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023**

**1st Con _____ (Public Hearing)
2nd Con request to be waived
3rd Con request to be waived**

SURVEYOR'S NAME / RETURN TO:
ERIC J. MILLER
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
ERICMILLER@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT S3/4 OF NW1/4
SEC. 22-80-24
REQUESTED BY:
MICHAEL WESTBROOK

VACATION DESCRIPTION

A PART OF SW 3RD STREET RIGHT-OF-WAY LOCATED IN THE SOUTH 3/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH 00°10'19" WEST ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 658.10 FEET TO THE NORTH LINE OF SAID SOUTH 3/4; THENCE NORTH 89°35'43" EAST ALONG SAID NORTH LINE, 67.00 FEET; THENCE SOUTH 00°24'17" EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°35'43" EAST, 289.06 FEET TO THE WEST LINE OF PARCEL "A" AS SHOWN IN THE PLAT OF SURVEY RECORDED IN BOOK 6183, PAGE 210 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 00°28'32" WEST ALONG SAID WEST LINE OF PARCEL "A", A DISTANCE OF 37.90 FEET; THENCE NORTH 89°45'53" WEST, 288.49 FEET; THENCE NORTH 00°24'17" WEST, 34.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.24 ACRES (10,479 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

REQUEST BY _____

MICHAEL J WESTBROOK
2943 SW 3RD ST
ANKENY, IA 50023-5119

DATE OF SURVEY

MARCH 17, 2023

OWNER

MICHAEL J WESTBROOK
2943 SW 3RD ST
ANKENY, IA 50023-5119

BASIS OF BEARING

THE WEST LINE OF THE NW 1/4 OF SECTION 22 IS ASSUMED TO BEAR SOUTH 00°10'19" WEST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap #19515	●	○
1/2" Rebar, Yellow Plastic Cap (Unless Otherwise Noted)		
ROW Rail	I	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	----	
Section Line	_____	
1/4 Section Line	_____	
1/4 1/4 Section Line	_____	
Easement Line	-----	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Eric J. Miller 3/24/23

Eric J. Miller, PLS Date

License Number 19515

My License Renewal Date is December 31, 2024

Pages or sheets covered by this seal:
Sheets 1 and 2 of 2

PT OF S3/4 OF THE NW1/4 OF SECTION 22-80-24

R.O.W. VACATION PLAT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2
PN: 123.0421
FLD BK:1264D PG: 67
DATE: 03/24/2023
PM/TECH: EJM/SDB

RIGHT-OF-WAY VACATION PLAT

W 1ST STREET

NW CORNER
SEC. 22-80-24
FND 1" COPPER DISC IN CONCRETE
CORNER CERT BK 12495, PG 460

SW IRVINEDALE DRIVE

Lot 2
Golfview Terrace
Plat 2

Lot 1
Budget
Storage
Addition

Exsting Roadway Easement
Bk 2054, Pg 53

S00°17'14"W 72.86'M
N0°25'28"E 72.79'P

Found 1/2" Rebar
Found 1/2" Rebar with Yellow Plastic Can't Read

Parcel "A"
Bk 6183, Pg 210
Parcel "B"
Bk 6183, Pg 210

S00°17'14"W 67.16'M
N0°25'28"E 67.21'P

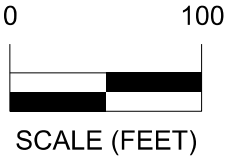
SE Corner Parcel "A"
Found 1/2" Rebar with Yellow Plastic Can't Read

SW Corner Parcel "B"
Found 1/2" Rebar

LINE TABLE

- ① N89°35'43"E 289.06'
- ② S00°28'32"W 37.90'
- ③ N89°45'53"W 288.49'
- ④ N00°24'17"W 34.68'

W1/4 CORNER
SEC. 22-80-24
FND 2" ALUM DISC #22468
CORNER CERT BK 19283, PG 80



PT OF S3/4 OF THE NW1/4 OF SECTION 22-80-24

R.O.W. VACATION PLAT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	2 OF 2
PN:	123.0421
FLD BK:	1264D PG: 65
DATE:	03/24/2023
PM/TECH:	EJM/SDB

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE VACATED BY THE CITY OF ANKENY TO KARA BIXBY RODRIGUEZ AND JOEL RODRIGUEZ CASTRO

WHEREAS, by Ordinance No. 2142 the City has vacated certain real estate shown on the attached Right-of-Way Vacation Plat; and

WHEREAS, on February 10, 2023, Michael and Donna Westbrook, owners at 2943 SW 3rd Street, offered to purchase certain real estate shown on the attached Right-of-Way Vacation Plat for an amount equal to the costs incurred by the City to vacate such property; and

WHEREAS, on April 7, 2023, Michael and Donna Westbrook sold the property at 2943 SW 3rd Street to Kara Bixby Rodriguez and Joel Rodriguez Castro; and

WHEREAS, the new owners of property at 2943 SW 3rd Street, Kara Bixby Rodriguez and Joel Rodriguez Castro have been designated as the recipient for the certain real estate shown on the Right-of-Way Vacation Plat, vacated by the City of Ankeny; and

WHEREAS, a public hearing on said vacation and sale was held on the 1st day of May, 2023, pursuant to notice published as required by law; and

WHEREAS, this Council, having heard all comments for and against said offer to purchase, determines that the offer should be accepted.

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

1. That the City accepts the offer to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the property as shown on the attached Right-of-Way Vacation Plat; and
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a quit claim deed conveying the aforesaid property to Kara Bixby Rodriguez and Joel Rodriguez Castro upon receipt of the full amount of the purchase price. The Clerk shall compute such amount.

PASSED AND APPROVED this 1st day of May, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

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

Preparer Information: Deb Gervais, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

(515) 963-3558

Address Tax Statements: Kara Rodriguez and Joel Rodriguez Castro,
c/o Julie Rees, Community State Bank, 817 N Ankeny Blvd., Ankeny, IA 50023

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by Kara Bixby Rodriguez and Joel Rodriguez Castro, does hereby QUIT CLAIM unto said Kara Bixby Rodriguez and Joel Rodriguez Castro, all its right, title and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED RIGHT-OF-WAY VACATION PLAT

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than \$500.00, and the Grantor is a municipal corporation.

SIGNED this 1st day of May, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

BE IT REMEMBERED that on the 1st day of May, 2023, 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, respectively, of the CITY OF ANKENY, IOWA; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the 1st day of May, 2023, and 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 corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
No Review Required

SUBJECT:
Ord 2143: An Ordinance creating Chapter 144 of the code of ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to the 2023 Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI).

EXECUTIVE SUMMARY:
In preparation for welcoming 30,000 to 60,000 +/- RAGBRAI cyclists and visitors to our community on July 26, 2023, the Ankeny RAGBRAI Committee has requested the City approve a temporary ordinance to ensure a safe, healthy, and friendly event for riders, visitors, and residents. Adoption of such an ordinance is recommended by the official RAGBRAI Town Handbook.

The ordinance was developed based on a model ordinance provided by RAGBRAI organizers. It makes modifications to the Municipal Code to facilitate the event during the day that RAGBRAI will be coming through Ankeny. This ordinance will only be effective from passage by the Ankeny City Council until 6:00 p.m. on July 26, 2023.

The purpose of this ordinance is as follows:

1. Establish regulations for vendors, for-profit and non-profit, who desire to provide/sell food or goods to the public
2. Establish vendor fees
3. Establish regulations for the service of alcoholic beverages
4. Describe the penalties for the violation of the RAGBRAI ordinance

FISCAL IMPACT: Yes

The vendor fees established in this ordinance will be utilized to host and operate the event.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City staff have met with the Ankeny RAGBRAI Committee on April 7 and April 20 to discuss the preparations needed for Ankeny to be a successful RAGBRAI meeting town and will continue to have regularly scheduled meetings until the day of event on July 26, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2143.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Revised - 2023 RAGBRAI Ordinance

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY CREATING CHAPTER 144 PERTAINING TO RAGBRAI 2023

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

SECTION 1. CHAPTER CREATED: That Chapter 144 RAGBRAI of the Code of Ordinances of the City of Ankeny, Iowa, is created:

144.01 PURPOSE. To help city officials and citizens deal with the public health and safety problems created by the infusion of a large number of people into the City of Ankeny when the Des Moines Register's Annual Great Bicycle Ride Across Iowa™ (RAGBRAI) arrives in Ankeny on July 26, 2023 by providing temporary regulations to govern activities associated with RAGBRAI.

144.02 DEFINITIONS.

1. "Food" means food products of all kinds including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.
2. "Person" means any individual person, club, group, organization, partnership, corporation, or entity of any kind.
3. "Ankeny RAGBRAI Committee" means the Advisory Board and the Executive Committee as designated by the City of Ankeny, Ankeny Chamber of Commerce, Uptown Ankeny Association, and The District Association.
4. "Vending booth" means any stand, cart, vehicle, trailer, or other structure at which a person exchanges goods or services for money. An individual person who moves from place to place while exchanging goods or services for money shall be construed as a vending booth.

144.03 VENDORS.

1. Permit required. No person, club, group, organization, corporation or entity of any kind shall provide or sell food, services, or merchandise to the public on any property within the incorporated city limits of Ankeny on July 26, 2023, between the hours of 6:00 AM – 6:00 PM, unless said person or entity shall first obtain an Ankeny Vendor Permit from the City of Ankeny through the City Clerk's Office located at City Hall at 410 West 1st Street in Ankeny, Iowa. A copy of the permit shall be maintained in a conspicuous and public location at all times. However, any Person which is a resident of Polk County and in possession of a valid permit issued by the State of Iowa for the sale of food to be consumed on its permanent premises as of July 1, 2023, or in possession of a current Iowa retail sales tax permit, shall be exempt from the requirements of this Chapter.
2. Fees. The fee for an Ankeny Vendor Permit shall be \$400 per vending booth unless Person is recognized by the IRS as being tax-exempt by virtue of its charitable programs with a 501 (c)(3) designation in which case the fee shall be \$150 per vending booth. Vending booth size will be determined by the Ankeny RAGBRAI Committee.
3. Proof of Insurance. All vendor permit applicants must supply proof of liability insurance.

4. Location. A Person granted an Ankeny Vendor Permit shall locate its temporary sale facility at a location determined by the Ankeny RAGBRAI Committee.
5. Limits. The Ankeny RAGBRAI Committee shall have authority to place limits on the number of accepted vendor applications and may disallow Persons according to a local preference or to ensure an appropriate mix of offerings is made available.
6. Health Regulations. A Person issued an Ankeny Vendor Permit pursuant to this Chapter shall comply with the Iowa Department of Health and Polk County Department of Health rules and regulations pertaining to the sale and dispensing of food for consumption.
7. Glass Containers. To promote safety during RAGBRAI, all beverages sold by a Person who has been granted an Ankeny Vendor Permit shall be sold in non-glass containers only. This requirement shall also apply to any existing business, restaurant, service station, grocery store or other establishment selling beverages on its premises in an outdoor setting open to the public.
8. Nuisance. The sale of food or the erection of a temporary facility for the sale of food or other merchandise without an Ankeny Vendor Permit on July 26, 2023, in violation of the provisions of this Chapter shall be considered a nuisance, as defined by section 50.01 of the City Code of Ordinances. If this type of nuisance is determined to exist, an emergency abatement procedure pursuant to Subsection 50.06 of the City Code is hereby authorized and may be executed by any peace officer or those acting at their direction by dismantling and removing the nuisance without notice.
9. Violations - Penalties. Selling or supplying food or merchandise to any person without an Ankeny Vendor Permit on July 26, 2023, or any violation of this chapter shall be considered a simple misdemeanor punishable by a maximum fine of \$750.00. Furthermore, any violation of this Chapter shall constitute a municipal infraction, as set forth in Chapter 4 of the City Code of Ordinances, and, therefore, any civil penalties may likewise be assessed and enforced as set forth.

144.04 SIDEWALK, STREET, ALLEY, AND ROADWAY CLOSINGS. During the effective date of this ordinance and without prior City Council approval regarding the blocking of City streets, the Public Works Director, Police Chief or their designees , may place barricades, roadblocks, or similarly approved traffic control devices on any City sidewalk, street, alley, or roadway to redirect vehicular, pedestrian, or bicycle traffic for the purpose of safely maintaining or enhancing the flow of said traffic within the City Limits of the City of Ankeny, Iowa. Official emergency vehicles, and other authorized vehicles or equipment may be used for such purposes.

144.05 ALCOHOL CONSUMPTION. Consumption of alcohol shall only be allowed in public spaces as designated.

144.06 EFFECTIVE PERIOD. The provisions of this Ordinance shall be effective on July 26, 2023.

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 by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Development Agreement between the City of Ankeny and SPAL-USA, Inc. (PH 2023-33)

EXECUTIVE SUMMARY:

SPAL Automotive, Srl., headquartered in Correggio, Italy, is a global market leader in the design, manufacture, sales and distribution of high performance axial fans, centrifugal blowers and fluid pumps for cars, buses, off-road vehicles, construction machines, ag equipment, trucks, powersports and industrial equipment. SPAL's U.S. division, SPAL-USA, Inc. is proposing construction of an approximately \$25 million, 215,000 square foot U.S. headquarters and production facility on 25 acres located at the northeast corner of SE 77th Street and SE Convenience Blvd. in the Crosswinds Business Park on the City's southeast side. SPAL currently imports products manufactured at their Italian facility to their 40,000 square foot distribution center in Ankeny for distribution to Spal's U.S. customers. This project includes manufacturing and assembly of their fans and blowers for their North American customers. The total project cost is expected to exceed \$35 million, which includes approximately 30,000 square feet of office space, injection molding equipment and other technology.

Staff has negotiated a development agreement with SPAL-USA, Inc. for five (5) years of property tax rebates equal to 100% of the TIF eligible amount of property taxes paid on this new facility. The maximum amount of TIF rebates over the five year term will not exceed \$1,200,000. This investment is also expected to qualify for industrial property tax exemption. The terms of this agreement requires construction to commence within twelve months of approval of this agreement and requires SPAL to create no less than 39 net new jobs at specific wages outlined in the development agreement. Standard claw back provisions for all 39 new positions are included in the agreement. Construction is expected to begin this fall and be completed by early 2025.

FISCAL IMPACT: Yes

Upon project completion, this project is expected to increase the taxable valuation of the property by approximately \$23 million. The terms of the proposed development agreement include 5 years of TIF rebates equal to 100% of the TIF eligible amount on the new valuation. TIF payments will not exceed \$1,200,000 over the five year term of the agreement. During this time, approximately \$955,000 of net new tax revenues will be collected from the project. After the terms of the development agreement have been satisfied and the project is no longer eligible for industrial property tax exemption, the total amount of new tax revenues (to all taxing entities) generated as a result of this project will be approximately \$720,000 annually.

CITY MANAGER'S RECOMMENDATIONS:

To approve the development agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

A public hearing date was set at the April 17, 2023 City Council meeting.

PUBLIC OUTREACH EFFORTS:

A public hearing was held at the May 1, 2023 City Council meeting.

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** approving a development agreement between the City of Ankeny and SPAL-USA, Inc.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Spal Development Agreement Reso
 Spal Development Agreement

RESOLUTION XX-XXXX

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY AND SPAL–USA, INC.

WHEREAS, the City Council has a goal for Ankeny to be a regional business center;
and

WHEREAS, SPAL–USA, Inc. has decided it is in its best interest to construct a new
manufacturing facility to accommodate its business objectives; and

WHEREAS, SPAL–USA, Inc. plans to construct an approximately 215,000 square foot
office, production, warehouse and distribution facility located on 25 acres at the northeast
corner of SE 77th Street and SE Convenience Boulevard; and

WHEREAS, it is the policy of the City of Ankeny to provide financial assistance to
support expanding businesses in the City’s targeted industries of advanced manufacturing
and logistics; and

WHEREAS, City staff negotiated a Development Agreement between the City of
Ankeny and SPAL–USA, Inc. for the construction of this facility and related site
improvements which provides financial assistance consisting of industrial property tax
exemption and property tax rebates for five years; and

WHEREAS, on May 1, 2023 a hearing was held on said Development Agreement and
after said hearing the City Council of the City of Ankeny determined it to be in the best
interest of the City to approve said Agreement in the form attached hereto as Exhibit “A”.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny,
Iowa, hereby approves the 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 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

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

**Tax Increment Development Agreement
SPAL – USA, INC.**

Whereas, the City of Ankeny, Iowa (hereinafter “City”), has been presented with a proposal for an Urban Renewal Project to be undertaken by SPAL – USA, Inc. (hereinafter “Company”); and

Whereas, the Urban Renewal Project to be undertaken by the Company is on property locally known as approximately 25 acres located at the northeast corner of SE Convenience Boulevard and SE 77th Street in the Crosswinds Business Park, Ankeny, Iowa and legally described on the attached **Exhibit “A”** (hereinafter “Project Area”).

Whereas, 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, the Company is proposing an Urban Renewal Project that will construct an approximately 215,000 square foot headquarters facility for U.S. operations consisting of office, manufacturing, warehousing, and distribution uses (the “Project”) to be located within the Project Area, with the Company anticipating adding thirty-nine (39) new jobs within the three years from the date of this agreement; and

Whereas, the Project is eligible for benefits in accordance with the Targeted Industry Incentive Policy adopted by the City by Resolution No. 2022-534 which consists of incentives providing certain property tax abatement and tax rebates (hereinafter “City Contribution”); and

Whereas, the City has determined that the Project is consistent with the economic development objectives of the City and that development of the Project Area is in the best interest of the City. The City further finds that the use of City funds is in accord with the provisions of the applicable laws under which the Project will be undertaken, including, but not limited to *Iowa Code* Chapters 15A and 403.

Now, Therefore, the City and Company, in consideration of the promises and mutual obligations set forth in this Development Agreement (hereinafter “Agreement”), agree as follows:

Article I

1. The Company shall construct the Project at its cost and in conformance with all applicable rules, regulations, ordinances and laws.
2. The Company shall commence the Project, defined as footings in the ground, within twelve (12) months of approval of this Agreement by the City.
3. The Project shall consist of construction of an approximately 215,000 square foot manufacturing, warehousing, distribution and office facility and associated site improvements at the Project Area.
4. The Company acknowledges the City’s payment of incentives associated with the Project is wholly contingent on the completion of Project and the issuance of a Certificate of Occupancy by the City for the Project.

Article II

1. Each annual rebate payment on the tax increment financing eligible improvements is contingent upon proof that real estate taxes owed on the taxable value of the Project have been paid and satisfaction of all other contingencies set out in this Agreement. The City will rebate one hundred percent (100%) of the taxes paid, to the Company, at the Tax Increment Financing rate on the tax revenue produced by the non-exempted portion of the incremental taxable property valuation added as a result of the Project (such revenue hereinafter referred to as the "Tax Increment") for a period of five (5) years and as restricted below. The first payment will be made in the fiscal year in which the taxes based on the value of the completed Project are first paid. Notwithstanding anything contained herein, the total amount of the taxes rebated to the Company shall not exceed the sum of One Million Two-Hundred Thousand Dollars (\$1,200,000.00).

2. Each annual rebate payment shall be paid to the Company on or about June 30 of the fiscal year such incremental taxes are paid, upon finding that the conditions precedent have been satisfied for said year.

3. The City's obligation to rebate taxes shall be restricted and limited by the City's ability to capture the Tax Increment funds from the qualifying Project. This will include but may not be limited to the following:

- a. The Tax Increment Financing rate established annually;
- b. The amount of Tax Increment collected from the Project on an annual basis after any abatement and/or exemption of property taxes and valuation by the Polk County Assessor;
- c. Amendments to the laws of the State of Iowa that limit or revise the amount of Tax Increment funds available to the City from the Project; and
- d. Limitations established by the City Council in the adopted Financial Policy; provided, however, that any such limitations shall be apportioned equally to all businesses similarly situated and shall not be applied solely to the Company or Project.

4. Notwithstanding the foregoing, the City pledges and agrees to make all reasonable efforts to obtain from the County Auditor the entire amount of Tax Increment revenues derived from the Project; however, the City makes no representation, warranty or guarantee as to the tax benefits that will accrue to the Company as a result of this financial assistance package.

5. For purposes of this Article, the incremental taxable property value will be determined at the sole discretion of the Polk County Assessor.

6. Each tax rebate is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future rebates shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt

limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement that can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

ARTICLE III

1. 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 three (3) years of issuance of approval of this Agreement (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 a five (5) 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

2. The Company shall submit payroll records within thirty (30) days of approval of this Agreement and annually for the period ending December 31 for each calendar year of the Project Period or until the City has notified the Company in writing that all job creation requirements have been met.

3. If the Company does not meet the job obligations listed above by the Project Completion Period, the City shall retain a portion of the Company's annual tax rebate. Any amount retained will be calculated based on the number of jobs that were obligated and not created by the Project Completion Period using the rebate value listed above.

For example, if the Company is short by 2 jobs paying less than 100% of the laborshed wage the amount to be withheld is \$2,000 per job multiplied by 2, for a total amount withheld of \$4,000. If, for example, the Company creates only 12 positions at >120% of the laborshed wage, 25 positions at 100%-120% of the laborshed wage and two positions at <100% of the laborshed wage, the amount the City will withhold will be \$4,500, calculated by reducing the rebate \$15,000 (three jobs short at \$5,000 per job), plus a credit of \$10,500 (three jobs at \$3,500 per job) for three additional jobs created at 100-120% of the laborshed wage rate. The City will reduce the Company's employment obligations to reflect the number of jobs created at the end of the Project Completion Period and this number must be maintained through the Maintenance Period.

4. If the Company does not meet the job obligations through the Maintenance Period, the City shall retain a portion of the tax rebate for the number of jobs it failed to maintain. The amount retained will be calculated as described above.

Article IV

1. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

City: City of Ankeny
City Manager
410 W First Street
Ankeny, IA 50023

Company: SPAL – USA, Inc.
Attn: Justin Sample
1731 SE Oralabor Road
Ankeny, IA 50021

Notices shall be effective upon receipt or refusal.

2. Each party shall have all remedies provided by law or equity to the same extent as if fully set forth herein word for word. No remedy available to any party shall exclude any other remedy available to such party under this Agreement or provided by law or equity. All remedies shall be cumulative.

3. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

4. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

5. The terms, covenants, conditions and agreements contained herein shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the successors and assigns of the Company.

6. This Agreement and the Exhibits which are or may in the future become a part of this Agreement supersede any prior agreements between the parties concerning the Project, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. This Agreement shall not be amended or added to in any way except by written instruments executed by all parties or their respective successors in interest.

7. Each person executing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the limited liability company for which he or she is signing, and that his or her signature binds said entity to the terms and provisions of this Agreement.

8 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

9. This Agreement shall be interpreted and construed in accordance with the laws of the State of Iowa.

10. Notwithstanding any other provisions of this Agreement, the Company may (1) pledge any and/or all of its assets as security for any financing of the Project; and (2) assign its rights under this Agreement to a third party, provided such assignment shall not release the Company of its obligations hereunder, unless approved by the City. Upon receipt of notice of assignment and request from the Company, City agrees to make all payments directly to any assignee.

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 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 May 2023 and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of May, 2023.

City Clerk of the City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Holm and Michell 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 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 24 day of April, 2023, 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"

A PART OF OUTLOT "X" AND A PART OF STREET LOT "B", ALL IN CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "X"; THENCE SOUTH 89°52'08" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "X", 850.42 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTH LINE AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 80.75 FEET AND WHOSE CHORD BEARS NORTH 48°04'22" WEST, 73.69 FEET TO THE WEST LINE OF SAID OUTLOT "X"; THENCE NORTH 06°00'52" WEST ALONG SAID WEST LINE, 25.33 FEET; THENCE NORTH 00°18'14" WEST CONTINUING ALONG SAID WEST LINE, 222.38 FEET; THENCE NORTH 0°15'50" WEST CONTINUING ALONG SAID WEST LINE, 891.33 FEET; THENCE NORTH 89°43'47" EAST, 836.83 FEET; THENCE SOUTH 07°52'54" EAST, 1199.12 FEET TO THE SOUTH LINE OF SAID STREET LOT "B"; THENCE SOUTH 88°29'03" WEST ALONG SAID SOUTH LINE, 88.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.00 ACRES (1,089,086 S.F.).



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Proposed Iowa Economic Development Authority High Quality Jobs Program Application for SPAL-USA, Inc.

EXECUTIVE SUMMARY:

SPAL - USA, Inc. is proposing to construct an approximately 215,000 square foot facility on 25 acres in the Crosswinds Business Park. The proposed project includes office, manufacturing, warehouse and distribution space, which will allow SPAL, Inc. to begin manufacturing their high performance engine components in the United States. SPAL has committed to creating 39 new jobs as a result of this project and is applying for incentives through the Iowa Economic Development Authority's High Quality Jobs Program. The project is eligible for State of Iowa income tax credits, direct financial assistance and sales and use tax refund on construction materials.

IEDA requires local governments to sponsor applications from companies applying for High Quality Jobs incentives and to provide local financial support. Cities are also signatories to the contract for awards between the company and IEDA. This contract will be brought before the Council following IEDA

approval, which is expected to be early summer.

FISCAL IMPACT: Yes

IEDA will consider providing tax credits, direct financial assistance and sales and use tax refund for this project at their May 12th Board meeting. IEDA requires a local match for projects creating tax base and receiving state assistance. The terms of the proposed development agreement between the City and SPAL will satisfy this match. City tax increment financing rebates will not exceed \$1,200,000 over five years.

CITY MANAGER'S RECOMMENDATIONS:

To approve resolution as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

A public hearing on the development agreement was set on April 17, 2023.

PUBLIC OUTREACH EFFORTS:

A public hearing on the development agreement will be held on May 1, 2023.

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** of the City Council of the City of Ankeny, Iowa approving the application of SPAL-USA, Inc. to the Iowa Economic Development Authority High Quality Jobs Program.

ADDITIONAL INFORMATION:

Please send me a copy of the signed resolution and I will forward to IEDA following the meeting. I will provide a signed IEDA HQJ application prior to the meeting for the Mayor's signature. Please return the signed application to me and I will get to IEDA.

ATTACHMENTS:

Click to download
 Spal USA HQJ Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA
APPROVING THE APPLICATION OF SPAL–USA, INC. TO THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY
HIGH QUALITY JOBS PROGRAM**

WHEREAS, the City of Ankeny has received a request by SPAL–USA, Inc. to approve and submit an application to the State of Iowa High Quality Jobs Program; and

WHEREAS, the program was established to promote economic development and job creation in the State of Iowa; and

WHEREAS, the City Council supports activities which promote and facilitate economic development within Ankeny; and

WHEREAS, SPAL–USA, Inc. has indicated they will:

1. Create 39 new full-time positions.
2. Provide comprehensive health benefits to its employees.
3. Make an investment in Ankeny of approximately \$35 million.

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

- a. The Ankeny City Council approves the application of SPAL–USA, Inc. for the purpose of receiving benefits from the State of Iowa’s High Quality Jobs Program.
- b. The Ankeny City Council approves the local match policy requirement of the Iowa Economic Development Authority and approves a local match of up to \$1,200,000 in the form of a tax increment financing rebates over five years.
- c. The Ankeny City Council authorizes the Mayor and City Manager/Clerk to take such further actions as deemed necessary in order to carry out the provisions of this Resolution.

PASSED, APPROVED, AND ADOPTED this 1st day of May, 2023.

Mark E. Holm, Mayor

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
\$15,200,000 General Obligation Bonds, Series 2023B

EXECUTIVE SUMMARY:
The \$15,200,000 General Obligation Bonds, Series 2023B are being proposed to fund the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The \$15,200,000 General Obligation Bonds, Series 2023B will be paid with property taxes and a small portion from tax increment financing (TIF) and storm water revenues.

CITY MANAGER'S RECOMMENDATIONS:
Recommend resolution directing the advertisement for sale of \$15,200,000 General Obligation Bonds, Series 2023B, and approving electronic bidding procedures and official statement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION directing the advertisement for sale of \$15,200,000 General Obligation Bonds, Series 2023B, and approving electronic bidding procedures and official statement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Official Statement
 Notice of Bond Sale

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$15,200,000 GENERAL OBLIGATION BONDS, SERIES 2023B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$15,200,000 GENERAL OBLIGATION BONDS, SERIES 2023B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

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; 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; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; 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; 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 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 \$14,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project, 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 \$300,000 as authorized by Chapters 384 and 403 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Chapters 384 and 403 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 \$15,200,000 General Obligation Bonds as hereinafter set forth; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Bonds, Series 2023B, of City of Ankeny, State of Iowa, in the amount of \$15,200,000, to be issued as referred to in the preamble of this Resolution, to be dated June 21, 2023, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications

as the Mayor and City Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Des Moines Register", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 15th day of May, 2023, at 5:30 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before May 9, 2023)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Ankeny, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 410 West 1st Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 (the "Issuer") before 10:00 A.M., on the 15th day of May, 2023. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2023B, in the amount of \$15,200,000*, to be dated June 21, 2023 (the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 410 West 1st Street, Ankeny, Iowa 50023.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 410 West 1st Street, Ankeny, Iowa 50023 and/or the City's Municipal Advisor, PFM Financial Advisors LLC, Des Moines, Iowa. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, 410 West 1st Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Ankeny, State of Iowa.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

PASSED AND APPROVED this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED MAY 1, 2023

New Issue

Ratings: Application Made to Moody's Investors Service

Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The Bonds will NOT be designated as "qualified tax-exempt obligations". See "TAX MATTERS" section for a more detailed discussion.

CITY OF ANKENY, IOWA

\$15,200,000* General Obligation Bonds, Series 2023B

BIDS RECEIVED: Monday, May 15, 2023, 10:00 A.M., Central Time

AWARD: Monday, May 15, 2023, 5:30 P.M., Central Time

Dated: Date of Delivery (June 21, 2023)

Principal Due: June 1 as shown inside front cover

The \$15,200,000* General Obligation Bonds, Series 2023B (the "Bonds") are being issued pursuant to Subchapter III of Chapter 384 of the Code of Iowa and the authorizing resolution (the "Resolution") to be adopted by the City Council of the City of Ankeny, Iowa (the "City"). Proceeds of the Bonds are being issued to pay costs of carrying out essential corporate purpose, general corporate purpose and urban renewal projects. See "AUTHORITY AND PURPOSE" section herein for more detail regarding the project descriptions. The Bonds are general obligations of the City for which the City will pledge its power of levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Bonds.

The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry-only form, in the principal amount of \$5,000 and integral multiples thereof. The Purchaser(s) will not receive certificates representing their interest in the Bonds purchased. Principal of the Bonds, payable annually on each June 1, beginning June 1, 2024 and interest on the Bonds, payable initially on December 1, 2023 and thereafter on each June 1 and December 1, will be paid to DTC by the City's Registrar/Paying Agent, UMB Bank, N.A., West Des Moines, Iowa (the "Registrar"). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a 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 (the "Record Date").

THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

MINIMUM BID:	\$15,078,400
GOOD FAITH DEPOSIT:	\$152,000 Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Taxable See "TAX MATTERS" for more details

The Bonds are offered, subject to prior sale, withdrawal or modification, when, as and if issued subject to the legal opinion of Ahlers & Cooney, P.C., Bond Counsel, Des Moines Iowa, to be furnished upon delivery of the Bonds. It is expected the Bonds in the definitive form will be available on or about June 21, 2023 via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC. The Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections or modifications as determined to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

CITY OF ANKENY, IOWA

\$15,200,000* General Obligation Bonds, Series 2023B

MATURITY: June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2024	\$3,595,000	2029	\$1,175,000
2025	1,885,000	2030	1,235,000
2026	1,020,000	2031	1,300,000
2027	1,070,000	2032	1,365,000
2028	1,120,000	2033	1,435,000

***PRINCIPAL**

ADJUSTMENT: Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$15,700,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST: Interest on the Bonds will be due on December 1, 2023 and semiannually thereafter.

OPTIONAL

REDEMPTION: The Bonds due after June 1, 2031 will be subject to call on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

Preliminary Official Statement: This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Bonds to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the near final "Official Statement".

Review Period: This Preliminary Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the "Municipal Advisor") at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

Final Official Statement: Upon award of sale of the Bonds, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriter (the "Syndicate Manager") and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

REPRESENTATIONS

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriter to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriter. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement, nor any sale made thereafter shall, under any circumstances, create any implication there has been no change in the affairs of the City or in any other information contained herein, since the date hereof. This Preliminary Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the issue.

CITY OF ANKENY, IOWA

Mayor & City Council

		Current <u>Term Expires</u>
Mark Holm	Mayor	December 31, 2025
Bobbi Bentz	Mayor Pro Tem	December 31, 2023
Jeff Perry	Council Member	December 31, 2023
Joe Ruddy	Council Member	December 31, 2025
Todd Shafer	Council Member	December 31, 2023
Kelly Stearns	Council Member	December 31, 2025

Administration

David Jones, City Manager
Mike Schrock, Assistant City Manager
Jennifer Sease, Administrative Services Director
Michelle Yuska, City Clerk

City Attorney

Brick Gentry, P.C.
West Des Moines, Iowa

Bond Counsel

Ahlers & Cooney, P.C.
Des Moines, Iowa

Municipal Advisor

PFM Financial Advisors LLC
Des Moines, Iowa

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OFFICIAL BID FORM

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TERMS OF OFFERING

CITY OF ANKENY, IOWA

Bids for the purchase of the City of Ankeny, Iowa's (the "City") \$15,200,000* General Obligation Bonds, Series 2023B (the "Bonds"), will be received on Monday, May 15, 2023 before 10:00 A.M., Central Time, after which time they will be tabulated. The City's Council will consider award of the Bonds at 5:30 P.M., Central Time, on the same day. Questions regarding the sale of the Bonds should be directed to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor") at 515-724-5724. Information can also be obtained from Ms. Jennifer Sease, Administrative Services Director, City of Ankeny, Iowa at 515-965-6409.

This section sets forth the description of certain terms of the Bonds as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

DETAILS OF THE BONDS

GENERAL OBLIGATION BONDS, SERIES 2023B, in the principal amount of \$15,200,000*, will be dated the date of delivery (anticipated to be June 21, 2023), in the denomination of \$5,000 or multiples thereof, and will mature June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2024	\$3,595,000	2029	\$1,175,000
2025	1,885,000	2030	1,235,000
2026	1,020,000	2031	1,300,000
2027	1,070,000	2032	1,365,000
2028	1,120,000	2033	1,435,000

* Preliminary; subject to change.

ADJUSTMENT TO THE BONDS

The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$15,700,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST ON THE BONDS

Interest on the Bonds will be payable on December 1, 2023 and semiannually on the 1st day of June and December thereafter. Interest and principal shall be paid to the registered holder of a 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 (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION OF THE BONDS

Bonds due after June 1, 2031 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

TERM BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The applicable bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the "OFFICIAL BID FORM" for more information.) In any event, the above principal amounts scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

GOOD FAITH DEPOSIT

A good faith deposit in the amount of \$152,000 (the "Deposit") is required from the lowest bidder of the Bonds. The lowest bidder is required to submit such Deposit payable to the order of the City in the form of either (i) a cashier's check provided to the City or its Municipal Advisor or (ii) a wire transfer as instructed by the City's Municipal Advisor no later than 12:00 P.M., Central Time, on the day of the sale of the Bonds. If not so received, the bid of the lowest bidder may be rejected, and the City may direct the second lowest bidder to submit a deposit and thereafter may award the sale of the Bonds to the same. No interest on the Deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid proposal, the applicable deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for the Bonds for a price not less than \$15,078,400, plus accrued interest and shall specify the rate or rates of interest in conformity to the limitations set forth under the "BIDDING PARAMETERS" section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Bonds will be awarded to the bidder(s) offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSIT" sections. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest, which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause, and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

The bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY[®] competitive bidding system (the “Internet Bid System”). Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the electronic bid or any other means used to deliver or complete a bid. The use of such means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the TERMS OF OFFERING and OFFICIAL BID FORM. The time, as maintained by the Internet Bid System, shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 410 West 1st Street, Ankeny, Iowa 50023.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall at 410 West 1st Street, Ankeny, Iowa 50023 and/or the City’s Municipal Advisor, PFM Financial Advisors LLC, Des Moines, Iowa. Electronic internet bids must be submitted through the Internet Bid System. Information about the electronic Internet Bid System may be obtained by calling 212-849-5021.

Each prospective bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry-only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with the Registrar on behalf of DTC.

MUNICIPAL BOND INSURANCE AT PURCHASER’S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

DELIVERY

The Bonds will be delivered to the Purchaser via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City will give the Purchaser five working days' notice of the delivery date and the City will expect payment in full on that date; otherwise, reserving the right at its option to determine that the Purchaser failed to comply with the offer of purchase.

ELECTRONIC TRANSCRIPTS

The Purchaser consents to the receipt of electronic transcripts and acknowledges the City's intended use of electronically executed documents. Iowa Code Chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

ESTABLISHMENT OF ISSUE PRICE

The Purchaser shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto in EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES to the TERMS OF OFFERING, with such modifications as may be appropriate or necessary in the reasonable judgment of the Purchaser, the City and Bond Counsel, will need to be signed by the Purchaser. All actions to be taken by the City under the TERMS OF OFFERING to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because: (i) the City shall disseminate this TERMS OF OFFERING to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (ii) all bidders shall have an equal opportunity to bid; (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in the TERMS OF OFFERING.

Any bid submitted pursuant to the TERMS OF OFFERING shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event the competitive sale requirements are not satisfied, the City shall so advise the Purchaser. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test" is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The Purchaser shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the Purchaser, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. **Prospective bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.**

By submitting a bid, the Purchaser shall (i) confirm the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the Purchaser and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (a) the close of the fifth (5th) business day after the sale

date; or (b) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Purchaser shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that, in making the representation set forth above, the Purchaser will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event, an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this TERMS OF OFFERING. Further, for purposes of this TERMS OF OFFERING: (i) “public” means any person other than an underwriter or a related party, (ii) “underwriter” means (a) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) 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), (iii) a Purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the Purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) “sale date” means the date that the Bonds are awarded by the City to the Purchaser.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and the identity of the underwriters, together with any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, (the “Rule”). By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded up to 20 copies of the final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds agrees thereby that if its bid is accepted by the City, (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

CONTINUING DISCLOSURE

The City will covenant in Continuing Disclosure Certificates for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2023, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made to assist the underwriter in complying with section (b)(5) of the Rule.

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Bonds or the Resolution for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CUSIP NUMBERS

It is anticipated the Committee on Uniform Security Identification Procedures (“CUSIP”) numbers will be printed on the Bonds and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review of, or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL
City of Ankeny, Iowa
/s/ Jennifer Sease, Administrative Services Director

SCHEDULE OF BOND YEARS

\$15,200,000*

CITY OF ANKENY, IOWA

General Obligation Bonds, Series 2023B

Bonds Dated: June 21, 2023

Interest Due: December 1, 2023 and each June 1 and December 1 to maturity

Principal Due: June 1, 2024-2033

<u>Year</u>	<u>Principal *</u>	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2024	\$3,595,000	3,395.28	3,395.28
2025	1,885,000	3,665.28	7,060.56
2026	1,020,000	3,003.33	10,063.89
2027	1,070,000	4,220.56	14,284.44
2028	1,120,000	5,537.78	19,822.22
2029	1,175,000	6,984.72	26,806.94
2030	1,235,000	8,576.39	35,383.33
2031	1,300,000	10,327.78	45,711.11
2032	1,365,000	12,209.17	57,920.28
2033	1,435,000	14,270.28	72,190.56

Average Maturity (dated date): 4.749 Years

* Preliminary; subject to change.

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EXHIBIT 1

FORMS OF ISSUE PRICE CERTIFICATES

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**COMPETITIVE SALES WITH FEWER THAN THREE BIDS
FROM ESTABLISHED UNDERWRITERS – HOLD OFFERING PRICE**

ISSUE PRICE CERTIFICATE

\$ _____ **GENERAL OBLIGATION BONDS, SERIES 2023B
CITY OF ANKENY, IOWA**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [("Purchaser")] [the "Representative"]], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

a) [Purchaser][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

b) As set forth in the Official Terms of Offering and bid award, [Purchaser][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [Purchaser][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) ***Issuer*** means City of Ankeny, Iowa.

e) ***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.

f) ***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.

g) *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 15, 2023.

h) *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).

i) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [the Purchaser][the Representative'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., Bond Counsel 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.

[UNDERWRITER][REPRESENTATIVE]

By: _____

Name: _____

Dated: June 21, 2023

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2023B
CITY OF ANKENY, IOWA

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2023B
CITY OF ANKENY, IOWA

(Attached)

COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS

ISSUE PRICE CERTIFICATE

**\$_____ GENERAL OBLIGATION BONDS, SERIES 2023B
CITY OF ANKENY, IOWA**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale and issuance 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) *Issuer* means City of Ankeny, Iowa.

b) *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.

c) *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.

d) *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 15, 2023.

e) *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).

f) 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 and Cooney, P.C., Bond Counsel 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.

[UNDERWRITER]

By: _____

Name: _____

Dated: June 21, 2023

SCHEDULE A

EXPECTED OFFERING PRICES

**\$ _____ GENERAL OBLIGATION BONDS, SERIES 2023B
CITY OF ANKENY, IOWA**

(Attached)

SCHEDULE B

COPY OF UNDERWRITER'S BID

**\$ _____ GENERAL OBLIGATION BONDS, SERIES 2023B
CITY OF ANKENY, IOWA**

(Attached)

PRELIMINARY OFFICIAL STATEMENT

CITY OF ANKENY, IOWA

\$15,200,000* General Obligation Bonds, Series 2023B

INTRODUCTION

This Preliminary Official Statement contains information relating to the City of Ankeny, Iowa (the “City”) and its issuance of \$15,200,000* General Obligation Bonds, Series 2023B (the “Bonds”). This Preliminary Official Statement has been executed on behalf of the City and its Administrative Services Director and may be distributed in connection with the sale of the Bonds authorized therein. Inquiries may be directed to the City’s Municipal Advisor, PFM Financial Advisors LLC (the “Municipal Advisor”), 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309, or by telephoning 515-724-5724. Information can also be obtained from Ms. Jennifer Sease, Administrative Services Director, City of Ankeny, 410 West 1st Street, Ankeny, Iowa 50023, or by telephoning 515-965-6409.

AUTHORITY AND PURPOSE

The Bonds are being issued pursuant to Subchapter III of Chapter 384 of the Code of Iowa and a resolution of the City Council authorizing the issuance of the Bonds (the “Resolution”). The Bonds are being issued to pay the costs of 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; 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; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; 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; 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 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; the acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4; the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor; 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 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project.

* Preliminary; subject to change.

The estimated sources and uses of the Bonds are as follows:

Sources of Funds*

Par Amount	\$15,200,000.00
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Uses of Funds*

Deposit to Project Fund	\$14,992,000.00
Underwriter's Discount	121,600.00
Cost of Issuance and Contingency	<u>86,400.00</u>
Total Uses	\$15,200,000.00

* Preliminary; subject to change.

INTEREST ON THE BONDS

Interest on the Bonds will be payable on December 1, 2023 and semiannually on the 1st day of June and December thereafter. Interest and principal shall be paid to the registered holder of a 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 (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION OF THE BONDS

The Bonds due after June 1, 2031 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

PAYMENT OF AND SECURITY FOR THE BONDS

The Bonds are general obligations of the City and the unlimited taxing powers of the City are irrevocably pledged for their payment. Upon issuance of the Bonds, the City will levy taxes for the years and in amounts sufficient to provide 100% of annual principal and interest due on the Bonds. If, however, the amount credited to the debt service fund for payment of the Bonds is insufficient to pay principal and interest, whether from transfers or from original levies, the City must use funds in its treasury and is required to levy ad valorem taxes upon all taxable property in the City without limit as to rate or amount sufficient to pay the debt service deficiency.

Iowa Code Section 76.2 provides that when an Iowa political subdivision issues general obligation bonds, "the governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full."

Nothing in the Resolution prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied, as described in the preceding paragraph, to pay all or any portion of the principal of or interest on the Bonds. If, and to the extent such other legally available moneys are used to pay the principal of or interest on the Bonds, the City may, but shall not be required to, (a) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph; or (b) use proceeds of taxes levied, as described in the preceding paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Bonds.

The Resolution doesn't restrict the City's ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Bonds. For a further description of the City's outstanding general obligation debt upon issuance of the Bonds and the annual debt service on the Bonds, see "DIRECT DEBT" under "CITY INDEBTEDNESS" included in APPENDIX A herein. For a description of certain constitutional and statutory limits on the issuance of general obligation debt, see "DEBT LIMIT" under "CITY INDEBTEDNESS" included in APPENDIX A to this Preliminary Official Statement.

BOOK-ENTRY-ONLY ISSUANCE

The information contained in the following paragraphs of this subsection "Book-Entry-Only Issuance" has been extracted from a schedule prepared by Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE." The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry-only transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has Standard & Poor's rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of

DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed. Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

FUTURE FINANCING

The City does not anticipate any additional general obligation borrowings within 90 days of the date of this Preliminary Official Statement. The City anticipates issuing Water Revenue Capital Loan Notes through the Iowa Finance Authority in calendar year 2023. See City Issued Water Revenue Debt Supported by Water Utility Revenues table herein for additional information.

LITIGATION

To the knowledge of the City, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body for which the City has been served with process or official notice or threatened against or affecting the City or any reasonable basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect the transaction contemplated by this Preliminary Official Statement or the validity of the Bonds, the Resolution, or any agreement or instrument to which the City is a party and which is used or contemplated for use in the transactions contemplated by this Preliminary Official Statement, and no member, employee or agent of the City has been served with any legal process regarding such litigation or other proceeding.

To the knowledge of the City, no litigation is pending or threatened which, in the opinion of the City's counsel, if decided adversely to the City would be likely to result, either individually or in the aggregate, in final judgments against the City which would materially adversely affect its ability to meet debt service payments on the Bonds when due, or its obligations under the Resolution, or materially adversely affect its financial condition.

DEBT PAYMENT HISTORY

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

LEGALITY

The Bonds are subject to approval as to certain matters by Ahlers & Cooney, P.C. of Des Moines, Iowa as Bond Counsel. Bond Counsel has not participated in the preparation of this Preliminary Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has not examined, nor attempted to examine or verify, any of the financial or statistical statements or data contained in this Preliminary Official Statement and will express no opinion with respect thereto. Bond Counsel has reviewed or prepared information describing the terms of the Bonds, Iowa and Federal law pertinent to the validity of and the tax-exempt status of interest on the Bonds, which can be found generally under the sections "AUTHORITY AND PURPOSE", "OPTIONAL REDEMPTION OF THE BONDS", "PAYMENT OF AND SECURITY FOR THE BONDS", and "TAX MATTERS", herein. Additionally, Bond Counsel has provided its legal opinion and the Form of Continuing Disclosure Certificate, included in APPENDIX B and APPENDIX D, respectively, within this Preliminary Official Statement. Bond Counsel is not expressing any opinion as to the completeness or accuracy of the information contained in the Preliminary Official Statement. The "FORM OF LEGAL OPINION" as set out in APPENDIX B to this Preliminary Official Statement, will be delivered at closing.

The legal opinion to be delivered concurrently with the delivery of the Bonds expresses the professional judgment of the attorneys rendering the opinions as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

There is no bond trustee or similar person to monitor or enforce the provisions of the Resolution. The owners of the Bonds should, therefore, be prepared to enforce such provisions themselves if the need to do so arises. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year. The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Bonds cannot foreclose on property within the boundaries of the City or

sell such property in order to pay the debt service on the Bonds. See “LEVIES AND TAX COLLECTIONS” under “THE CITY” included in APPENDIX A to this Preliminary Official Statement, for a description of property tax collection and enforcement.

In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel’s opinion. The opinion will state, in part, that the obligation of the City with respect to the Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, heretofore or hereafter, enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases.

TAX MATTERS

Tax Exemption and Related Considerations: Federal tax law contains a number of requirements and restrictions that apply to the Bonds. These include investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and facilities financed with bond proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the City’s compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. The prospective purchasers of the Bonds should consult their tax advisors as to collateral federal income tax consequences.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchaser(s) of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

NOT-Qualified Tax-Exempt Obligations: The City will NOT designate the Bonds as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Tax Accounting Treatment of Discount and Premium on Certain Bonds: The initial public offering price of certain Bonds (“Discount Bonds”) may be less than the amount payable on such Discount Bonds at maturity. An amount equal to the difference between the initial public offering price of Discount Bonds (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bonds. Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (“Premium Bonds”) may be greater than the amount of such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of Premium Bonds (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the

amount payable at maturity constitutes a premium to the initial purchaser of such Premium Bonds. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

Other Tax Advice: In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Bonds. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in Bonds.

Audit: The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Withholdings: Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Legislation: Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may be considered by the Iowa legislature. Judicial interpretation of state or federal laws, rules or regulations may also affect the tax treatment. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Bonds will not have an adverse effect on the tax status of interest or other income on the market value or marketability of the Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

Current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. From time to time proposals are made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Bonds. The introduction or enactment of any such legislative proposals or clarification of the Code may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. The prospective purchaser of the Bonds should consult their own tax advisors regarding any pending or proposed tax legislation, as to which Bond Counsel expresses no opinion except as expressly set forth in APPENDIX B to this Preliminary Official Statement.

Enforcement: Holders of the Bonds 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 the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution. There is no trustee or similar person to monitor or enforce the terms of the Resolution. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year. The enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel’s opinion.

The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Bonds cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Bonds. In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel's opinion. The opinion to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and to the exercise of judicial discretion in appropriate cases.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolution, including principal of and interest on the Bonds.

The Opinion: The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Bond Counsel's opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel's opinions are not binding on the Service. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

ALL POTENTIAL PURCHASERS OF THE BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE BONDS (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).

BONDHOLDER'S RISKS

An investment in the Bonds is subject to certain risks. No person should purchase the Bonds unless such person understands the risks described below and is willing to bear those risks. There may be other risks not listed below which may adversely affect the value of the Bonds. An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Secondary Market Not Established: There is no established secondary market for the Bonds, and there is no assurance that a secondary market will develop for the purchase and sale of the Bonds. Prices of municipal bonds traded in the secondary market, if any, are subject to adjustment upward and downward in response to changes in the credit markets and changes in the operating performance of the entities operating the facilities subject to bonded indebtedness. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal bonds as a result of the financial condition or market position, prevailing market conditions, lack of adequate current financial information about the entity, operating the subject facilities, or a material adverse change in the operations of that entity, whether or not the subject bonds are in default as to principal and interest payments, and other factors which, may give rise to uncertainty concerning prudent secondary market practices.

Municipal bonds are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Ratings Loss: Moody's Investors Service, Inc. ("Moody's") has assigned a rating of '___' to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance the ratings will continue for any given period of time, or that such ratings will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

Matters Relating to Enforceability: Holders of the Bonds 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 the Bonds, including but not limited to, the right to a proceeding in the law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution. The opinion, to be delivered concurrently with the delivery of the Bonds, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principals of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolution, including principal of and interest on the Bonds.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words "estimate," "forecast," "intend," "expect" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

Financial Condition of the City from time to time: No representation is made as to the future financial condition of the City. Certain risks discussed herein could adversely affect the financial condition and or operations of the City in the future. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

Global Health Emergency Risk: The World Health Organization declared a pandemic following the outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus and on March 13, 2020, the President of the United States declared a national emergency. COVID-19 may continue to alter the behavior of businesses and people in a manner that may have negative effects on economic activity, and therefore adversely affect the financial condition of the City, either directly or indirectly. Federal, State, and local officials have taken steps to curb the spread of the virus, including providing both discretionary and mandatory guidelines and orders regarding public gatherings, and have imposed mandatory closings and/or operating limitations of some businesses. It is possible that the virus could reduce general fund revenues, hotel/motel tax receipts, delay the receipt of property tax payments and negatively impact other collections dependent on local business activity. At this time, the City does not anticipate any material impact from COVID-19 on the City's finances. In Fiscal Year 2020-21, the City received \$1.6 million in federal CARES Act funding, which was used to supplement public safety salaries and benefits. The City also received \$6.1 million in ARPA funding, half received in Fiscal Year 2020-21, the balance was received in Fiscal Year 2021-22. The funds will be used for water infrastructure, specifically the Aquifer Storage and Recovery Well No. 1 Replacement project. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY OF THE BONDS" herein.

Tax Matters and Loss of Tax Exemption: As discussed under the heading “TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the Resolution. Should such an event of taxability occur, the Bonds would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Bonds, and there is no provision for an adjustment of the interest rates on the Bonds.

It is possible further legislation will be proposed or introduced that could result in changes in the way that tax exemptions are calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation. The likelihood of legislation being enacted cannot be reliably predicted.

It is also possible actions of the City, after the closings of the Bonds, will alter the tax status of the Bonds, and in the extreme, remove the tax-exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment and the interest rates on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds after closing could materially adversely affect the value and marketability of the Bonds.

Federal Tax Legislation: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals pending in Congress that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Changes in Property Taxation: The Bonds are general obligations of the City secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE BONDS” herein. Prior State Public Health Emergency Declarations, relative to the COVID-19 pandemic, temporarily suspended the provisions that required the imposition of penalty and interest for delay in property tax payments and directed that no such penalty or interest could be imposed for the duration of the declarations and any future extension of the suspension. No current property tax payment suspensions are imposed. It is impossible to predict whether the declarations or any amendments to or extensions thereof would have a material effect on the City’s ability to collect property taxes necessary for the payment of principal and interest on the Bonds. See “LEVIES AND TAX COLLECTIONS” herein for more information of the City’s tax collection history, despite prior suspensions.

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Such alterations could adversely affect the City’s financial condition. Historically, changes to property tax calculations and impositions are imposed on a prospective basis. However, there is no assurance future changes to property taxation by the Iowa General Assembly will not be applied retroactively. See “PROPERTY TAX LEGISLATION” herein for additional discussion on recent legislative proposals impacting property taxes. It is impossible to predict the outcome of future property taxation changes by the Iowa General Assembly or resulting impacts on the City’s financial condition. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE BONDS” herein.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City’s information systems could impact business operations and/or digital networks and systems and the

costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City's operations and financial condition.

The City maintains insurance policies in the amount of \$15 million for general liability including cyber liability, \$250,000 for cyber breach coverage and an excess policy for \$2 million for cyber liability. The City cannot predict whether any insurance policies that may be maintained would be sufficient in the event of a cyber breach. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

Pensions: Pursuant to GASB Statement No. 68, the City reported a liability (asset) of (\$484,948) within its Annual Comprehensive Financial Report (the "Report") as of June 30, 2022 for its proportionate share of the net pension liability related to IPERS, as defined herein. The net pension liability (asset) is the amount by which the total actuarial liability differs from the pension plan's net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability (asset) was measured as of June 30, 2021, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability (asset) was based on the City's share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2021, the City's collective proportion was 0.1404719% which was a decrease of 0.012088% from its proportion measured as of June 30, 2020.

Additionally, the City reported a liability (asset) of \$6,052,621 within the Report as of June 30, 2022 for its proportionate share of the net pension liability (asset) related to MFPRSI, as defined herein. The net pension liability (asset) was measured as of June 30, 2021, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability (asset) was based on the City's share of contributions to MFPRSI relative to the contributions of all MFPRSI participating employers. At June 30, 2021, the City's collective proportion was 2.69516% which was an increase of 0.13208% from its proportion measured as of June 30, 2020.

See "EMPLOYEES AND PENSIONS" under the "THE CITY" section included in APPENDIX A to this Preliminary Official Statement for more summary information related to the City's contributions, and APPENDIX C – JUNE 30, 2022 ANNUAL COMPREHENSIVE FINANCIAL REPORT for additional information related to the City's deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity. Changes to the City's pension contributions, or available sources to fund said contributions, may adversely affect the City's financial condition. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

Continuing Disclosure: A failure by the City to comply with continuing disclosure obligations (see "CONTINUING DISCLOSURE" herein) will not constitute an event of default on the Bonds. Any such failure must be disclosed in accordance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), and may adversely affect the transferability and liquidity of the Bonds and their market price.

Bankruptcy: The rights and remedies available to holders of the Bonds may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Federal bankruptcy code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolution. In the event the City fails to comply with its covenants under the Resolution or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under Iowa Code Chapter 76, specifically sections 76.16 and 76.16A, as amended, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, "debt" means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue,

as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Iowa Code, or other political subdivision.

Suitability of Investment: The interest rate borne by the Bonds is intended to compensate the investor for assuming the risk of investing in the Bonds. Each prospective investor should carefully examine this Preliminary Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment for such investor.

Tax Levy Procedures: The Bonds are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Bonds for a particular fiscal year may cause bondholders to experience a delay in the receipt of distributions of principal of and/or interest on the Bonds. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year.

Federal Funds Orders and State Funds Legislation: Various federal executive orders, and Iowa Code Chapter 27A (collectively “ICE Enforcement Initiatives”), impose requirements intended to ensure compliance with the federal immigration detention processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount would negatively impact the City’s overall financial position and could affect its rating. The Bonds are secured by a debt service levy upon real property in the jurisdictional limits of the City and are not secured by state or federal funds. See “PAYMENT OF AND SECURITY FOR THE BONDS” herein.

DTC-Beneficial Owners: Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will, thereafter, credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be affected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “BOOK-ENTRY-ONLY ISSUANCE.”

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the Appendices hereto to make a judgment as to whether the Bonds are an appropriate investment.

RATING

The City has requested a rating for the Bonds from Moody's. Currently, Moody's maintains a rating of 'Aa1' on the City's long-term general obligation debt. The existing ratings on long-term debt reflect only the view of the rating agency and any explanation of the significance of such ratings may only be obtained from Moody's. There is no assurance such ratings will continue for any period of time or that they will not be revised or withdrawn. Any revision or withdrawal of the ratings may have an effect on the market price of the Bonds.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC, Des Moines, Iowa as Municipal Advisor in connection with the preparation of the issuance of the Bonds. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in the Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

CONTINUING DISCLOSURE

The City will covenant in Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2023, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with section (b)(5) of the Rule.

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an "Event of Default" under the Bonds or the Resolution. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

FINANCIAL STATEMENTS

The City's Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2022 is reproduced in APPENDIX C. The City's certified public accountant has not consented to distribution of the audited financial statements and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City's prior Comprehensive Annual Financial Reports or Annual Comprehensive Financial Report may be obtained from the City's Municipal Advisor, PFM Financial Advisors LLC.

CERTIFICATION

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Bonds. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City by PFM Financial Advisors LLC, Des Moines, Iowa, and to the best of my knowledge, information and belief, said Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading regarding the issuance of \$15,200,000* General Obligation Bonds, Series 2023B.

CITY OF ANKENY, IOWA

/s/ Jennifer Sease, Administrative Services Director

* Preliminary; subject to change.

APPENDIX A

GENERAL INFORMATION ABOUT THE CITY OF ANKENY, IOWA

The \$15,200,000 General Obligation Bonds, Series 2023B (the “Bonds”) are general obligations of the City of Ankeny, Iowa (the “City”) for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Bonds.*

* Preliminary; subject to change.

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CITY PROPERTY VALUATIONS

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2021 and 2022 final Actual Values were adjusted by the Polk County Auditor. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy. For assessment year 2021, the taxable value rollback rate is 54.1302% of actual value for residential property; 89.0412% of actual value for agricultural property; 63.7500% of the actual value for multiresidential property; 90.0000% of actual value for commercial, industrial and railroad property; and 100% of the actual value of utility property.

For assessment year 2022, the taxable value rollback rate was 54.6501% of actual value for residential property; 91.6430% of actual value for agricultural property and 100.0000% of the actual value of utility property. The residential taxable rollback rate of 54.6501% would apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars (\$0) but does not exceed one hundred fifty thousand dollars (\$150,000) with a taxable value rollback rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars (\$150,000). No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

PROPERTY VALUATIONS (1/1/2021 Valuation Taxes payable July 1, 2022 through June 30, 2023)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$6,052,769,889	\$3,213,734,605
Commercial	1,001,409,743	887,043,854
Industrial	285,337,524	250,443,383
Multiresidential	151,637,588	93,462,934
Railroads	0	0
Utilities w/o Gas & Electric	<u>2,882,469</u>	<u>2,882,469</u>
Gross valuation	\$7,494,037,213	\$4,447,567,245
Less military exemption	<u>(3,594,732)</u>	<u>(3,594,732)</u>
Net valuation	\$7,490,442,481	\$4,443,972,513
TIF increment - (used to compute debt service levies and constitutional debt limit)	\$351,261,236	\$351,261,236
Taxed separately		
Ag. Land	\$4,688,845	\$4,174,995
Ag. Buildings	\$171,700	\$152,883
Gas & Electric Utilities	\$70,531,658	\$32,456,976

2021 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY

	Gross <u>Taxable Valuation</u> ¹⁾	<u>Percent Total</u>
Residential	\$3,213,734,605	71.73%
Commercial, Industrial and Utility	1,140,369,706	25.46%
Multiresidential	93,462,934	2.09%
Gas & Electric Utilities	<u>32,456,976</u>	<u>0.72%</u>
	\$4,480,024,221	100.00%

1) Excludes Taxable TIF Increment, Ag. Land and Ag. Buildings.

FUTURE PROPERTY VALUATIONS ¹⁾ (1/1/2022 Valuation Taxes payable July 1, 2023, through June 30, 2024)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$6,515,879,214	\$3,493,357,095
Commercial	1,042,947,406	892,059,717
Industrial	308,143,123	268,833,472
Railroads	0	0
Utilities w/o Gas & Electric	<u>814,175</u>	<u>814,175</u>
Gross valuation	\$7,867,783,918	\$4,655,064,459
Less military exemption	<u>(3,437,312)</u>	<u>(3,437,312)</u>
Net valuation	\$7,864,346,606	\$4,651,627,147
TIF increment - (used to compute debt service levies and constitutional debt limit)	\$366,386,434	\$366,386,434
Taxed separately		
Ag. Land	\$4,851,241	\$4,445,889
Ag. Buildings	\$410,300	\$376,013
Gas & Electric Utilities	\$93,103,809	\$31,762,284

1) The City's January 1, 2022 valuations are now available from the State of Iowa and will become effective July 1, 2023.

TREND OF VALUATIONS

<u>Assessment Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (With Rollback)</u>	<u>Taxable TIF Increment</u>
2018	2019-20	\$6,065,361,932	\$3,549,932,642	\$292,312,551
2019	2020-21	6,757,286,173	3,878,916,115	298,261,068
2020	2021-22	7,092,010,544	4,148,735,891	307,722,996
2021	2022-23	7,917,095,920	4,476,429,489	351,261,236
2022 ¹⁾	2023-24	8,329,098,390	4,683,389,431	366,386,434

1) The City's January 1, 2022 valuations are now available from the State of Iowa and will become effective July 1, 2023.

The 100% Actual Valuation, before rollback and after the reduction of military exemption, include Ag. Land, Ag. Buildings, Taxable TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of military exemption, include Gas & Electric Utilities and exclude Ag. Land, Ag. Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuation including the Taxable TIF Increment.

LARGER TAXPAYERS

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Polk County Auditor's Office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas provider noted below (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer ¹⁾</u>	<u>Type of Property/Business</u>	<u>1/1/2021 Taxable Valuation</u>
Deere & Company	Commercial/Farm & Construction Equipment	\$67,161,690
DRA Properties LC	Commercial/Real Estate Development	53,208,267
Perishable Distributors of Iowa Ltd.	Commercial/Food Distribution	47,020,494
Mid-American Energy	Utility	32,257,243
The Industrial Fund Ankeny LLC	Commercial	31,637,700
DLE Seven LLC	Commercial/Real Estate Development	31,426,266
Casey's Retail Company	Commercial/Convenience Stores	31,108,500
Harvester Land Holdings LC	Multiresidential	30,457,278
Denny Elwell Family LC	Commercial/Real Estate Development	26,435,617
Woodland Reserve Apartments LC	Multiresidential	24,723,210

1) This list represents some of the top taxpayers in the City, not necessarily the top 10 taxpayers.

Source: Polk County Auditor's Office.

PROPERTY TAX LEGISLATION

Over time, the Iowa Legislature has modified the process and calculation of taxable valuations for various classifications of property. For example, in 2013 maximum annual taxable value growth due to revaluation of residential and agricultural property was reduced from 4% to 3%, rollback calculations were modified, a new multi-residential classification was created, and an appropriation made to replace some lost tax revenue due to rollbacks. In 2019, the process for hearings on total maximum property tax dollars under certain levies in the City's budget was modified and a super-majority vote required to raise taxes above a prescribed formula. In 2021, the multi-residential classification was removed, and a phase out of the appropriation for rollback initiated. In 2023, SF 181 was signed into law by the Governor on February 20, 2023, effective upon enactment. SF 181 reduces the residential rollback for the 2022 assessment year (affecting Fiscal Year 2023-24) from 56.4919% to 54.6501%. This will result in a reduction in taxable valuation in the residential, commercial, industrial and railroad property classes upon which the City levies property taxes. Due to the impact on the City's budgetary process, the SF181 extended the budget certification deadline for the City from March 31 to April 30, 2023 (for Fiscal Year 2023-24 only).

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on standing appropriations or the future tax collections of the City. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

Notwithstanding any modifications to property tax revenues that may result from prior, or any pending or future legislation, the Bonds are secured by an unlimited ad valorem property tax. See "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2021 Actual Valuation currently applicable to the Fiscal Year 2022-23, is as follows:

2021 Actual Valuation of Property	\$7,911,846,136 ¹⁾
Legal Debt Limit of 5%	<u>0.05</u>
Legal Debt Limit	\$395,592,307
Less: Tax Increment Rebate and Lease Agreements	(9,546,124) ²⁾
Less: Series 2015B Bonds Annual Appropriation	(287,000) ³⁾
Less: Outstanding General Obligation Debt	<u>(105,580,000) *</u>
Net Debt Limit	\$280,179,183 *

- 1) Actual Valuation of Property as reported on the Fiscal Year 2022-23 Polk County tax roll.
- 2) As reported by the City pursuant to development agreements for urban renewal projects under the authority of Iowa Code Chapter 403 or other intergovernmental agreements (under Chapter 28E, etc.). The Iowa Supreme Court has not formally ruled on the question of whether contracts to rebate the tax increment generated by a particular development constitutes indebtedness of a City for constitutional debt limit purposes. The amount reported above includes amounts payable under rebate agreements that may not be debt. Some development agreements are subject to the right of annual appropriation by the City, thereby limiting the extent of possible debt to only amounts currently due and appropriated in the current fiscal year. Amounts payable under a particular development agreement may not constitute legal indebtedness but are memorialized in the table above to conservatively state the City's possible financial exposure. Payment of future installments may be dependent upon undertakings by the developers, which may have not yet occurred. The City actively pursues opportunities consistent with the development goals of its various urban renewal plans, which may be amended from time to time, and the City may enter into additional development agreements committing to additional rebate incentive in calendar year 2023 or after. See "OTHER DEBT – Tax Increment Rebate and Lease Agreements" for more information.
- 3) The Series 2015B Bonds are subject to annual appropriation. The amount above has been appropriated for payment in Fiscal Year 2023-24.

* Preliminary; subject to change.

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DIRECT DEBT

General Obligation Debt Supported by Property Taxes, General Fund, Road Use Tax, TIF, Water, Sewer & Storm Water Fund Revenues (Includes the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/21/23</u>	<u>Principal Abated by Other Sources</u> ¹⁾
12/14G	\$22,450,000	Refunding	6/28	\$9,790,000	\$0
5/15A	7,750,000	City Improvements	6/25	1,570,000	0
3/16A	13,090,000	Refunding	6/28	2,645,000	0
5/16B	13,000,000	City Improvements/Refunding	6/26	2,710,000	190,000
5/17A	11,675,000	City Improvements	6/27	3,740,000	335,000
5/18A	17,970,000	City Improvements	6/28	8,070,000	0
5/19A	20,740,000	City Improvements	6/29	11,720,000	1,305,000
6/20A	17,520,000	City Improvements/Refunding	6/30	8,165,000	1,760,000
6/21A	25,045,000	City Improvements/Refunding	6/31	15,245,000	2,166,000
5/22A	31,665,000	City Improvements/Refunding	6/37	26,725,000	2,530,000
6/23B	15,200,000*	City Improvements	6/33	<u>15,200,000</u> *	<u>255,000</u> *
Total				\$105,580,000 *	\$8,541,000 *

1) General obligation debt service is abated by enterprise funds; including the City's Water, Sewer and Storm Water Funds. In addition, the General and Road Use Tax Funds abate a portion of the Series 2019A Bonds.

* Preliminary; subject to change.

General Obligation Urban Renewal Annual Appropriation Debt

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/21/23</u>	<u>Annual Appropriation Subject to Debt Limit</u>
5/15B	\$2,200,000	Lease Refunding	6/24	\$280,000 ¹⁾	\$287,000 ¹⁾

1) The Series 2015B Bonds are subject to annual appropriation. Payments in the amount of \$3,500 payable on December 1, 2023 and \$283,500 payable on June 1, 2024 have been appropriated.

Annual Fiscal Year Debt Service Payments for Outstanding General Obligation Debt

General Obligation Debt Supported by Property Taxes, General Fund, Road Use Tax, TIF, Water, Sewer & Storm Water Fund Revenues (Includes the Bonds)

Fiscal Year	<u>Outstanding Bonds</u>		<u>Bonds</u>		<u>Total General Obligation Debt</u>	
	<u>Principal</u>	<u>Principal and Interest</u>	<u>Principal *</u>	<u>Principal and Interest *</u>	<u>Principal *</u>	<u>Principal and Interest *</u>
2023-24	\$16,500,000	\$20,412,113	\$3,595,000	\$4,322,777	\$20,095,000	\$24,734,890
2024-25	14,890,000	18,065,763	1,885,000	2,475,838	16,775,000	20,541,601
2025-26	14,920,000	17,411,019	1,020,000	1,516,588	15,940,000	18,927,607
2026-27	14,585,000	16,423,531	1,070,000	1,515,588	15,655,000	17,939,119
2027-28	13,455,000	14,666,050	1,120,000	1,512,088	14,575,000	16,178,138
2028-29	7,045,000	7,680,925	1,175,000	1,511,088	8,220,000	9,192,013
2029-30	2,815,000	3,128,075	1,235,000	1,512,338	4,050,000	4,640,413
2030-31	2,130,000	2,316,475	1,300,000	1,515,588	3,430,000	3,832,063
2031-32	1,515,000	1,639,413	1,365,000	1,515,588	2,880,000	3,155,001
2032-33	475,000	553,963	<u>1,435,000</u>	1,513,925	1,910,000	2,067,888
2033-34	490,000	554,119			490,000	554,119
2034-35	505,000	554,419			505,000	554,419
2035-36	520,000	553,638			520,000	553,638
2036-37	<u>535,000</u>	552,388			<u>535,000</u>	552,388
Total	\$90,380,000		\$15,200,000*		\$105,580,000*	

* Preliminary; subject to change.

Annual Fiscal Year Debt Service Payments for Outstanding General Obligation Urban Renewal Debt Subject to Annual Appropriation

General Obligation Urban Renewal Annual Appropriation Debt Supported by TIF

Fiscal Year	<u>Series 2015B Bonds</u>	
	<u>Principal</u>	<u>Principal and Interest</u>
2023-24	\$280,000	\$287,000 ¹⁾

1) Payments have been appropriated.

OTHER DEBT

Tax Increment Rebate and Lease Agreements

<u>TIF/Lease Agreements</u>	<u>Total Estimated TIF Rebate</u>	<u>Estimated Final Payment Date</u>	<u>Total Estimated Obligation Outstanding as of 06/21/23</u>	<u>Total Estimated TIF Obligations Due as of 06/21/23</u>
Accumold	\$510,116	6/30/23	\$61,228	\$61,228
Lauridsen Group	336,995	6/30/23	68,059	68,059 ¹⁾
Denny Elwell Family LC	211,882	6/30/30	211,882	211,882
Deere & Company	3,882,140	6/30/30	2,258,944	2,258,944
The Toro Company	5,172,073	6/30/26	2,450,640	2,450,640
Purfoods	440,610	6/30/23	78,008	78,008 ¹⁾
Woodman Electrical	2,433	6/30/25	360	257 ²⁾
Deere & Company	587,337	6/30/27	350,570	140,228 ²⁾
Northstar Power	440,688	6/30/23	113,134	113,134 ¹⁾
Accumold	197,741	6/30/23	57,799	57,799 ¹⁾
Purfoods	390,934	6/30/24	208,383	208,383 ²⁾
Baker Group	1,359,154	6/30/26	958,770	500,301 ²⁾
Graham Warehouse	882,683	6/30/24	562,727	562,727 ²⁾
Hy-Vee	1,257,077	6/30/25	941,758	561,192 ²⁾
Perishable Distributors of Iowa	1,082,714	6/30/26	957,977	377,741 ²⁾
Casey's	864,441	6/30/27	864,441	216,798 ²⁾
The Toro Company	636,214	6/30/26	577,362	219,398 ²⁾
Ruan Transport Corporation	223,245	6/30/27	223,245	89,298 ²⁾
Kreg Enterprises	974,956	6/30/28	974,956	86,333 ³⁾
Crosswinds Business Park	225,000	6/30/28	225,000	59,848 ³⁾
Ryan Companies	1,473,428	6/30/28	1,473,428	133,948 ³⁾
Purfoods	200,000	6/30/28	200,000	21,213 ³⁾
Mrs. Clarks	160,000	6/30/28	160,000	23,618 ³⁾
Echo Group	775,520	6/30/29	775,520	0 ⁴⁾
Taylorred Expressions	147,420	6/30/29	147,420	0 ⁴⁾
Pet Parents	404,593	6/30/29	404,593	0 ⁴⁾
Opus Development Company	1,051,505	6/30/29	1,051,505	0 ⁴⁾
Golf Cart GPS Equipment Lease	136,500	12/31/27	136,500	136,500
Police In-Vehicle and Body Worn Cameras Equipment Lease	896,000	3/31/27	896,000	896,000
Postage Equipment Lease	12,647	3/31/28	12,647	12,647
Total			\$17,402,856	\$9,546,124

- 1) These TIF rebate agreements are subject to annual appropriation. Payments have been appropriated for Fiscal Year 2022-23, but no payments have been appropriated for Fiscal Year 2023-24.
- 2) These TIF rebate agreements are subject to annual appropriation. Payments have been appropriated for Fiscal Year 2022-23 and Fiscal Year 2023-24.
- 3) These TIF rebate agreements are subject to annual appropriation. No payments have been appropriated for Fiscal Year 2022-23, but payments have been appropriated for Fiscal Year 2023-24.
- 4) These TIF rebate agreements are subject to annual appropriation. No payments have been appropriated for Fiscal Year 2022-23 or Fiscal Year 2023-24.

Other Revenue Debt Supported by Sewer Utility Revenues (Debt Issued by the WRA)

Des Moines Metropolitan Wastewater Reclamation Authority (“WRA”) Proposed Payment Obligations

WRA has authorized and is planning to issue the following State Revolving Fund Loans in 2023. The amounts below represent the City’s anticipated share of the debt service payments of the proposed issue. Other participating communities of the WRA pay the remaining amount. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow. The amounts listed below are based on FY 2022-23 WRA flows.

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/21/23</u>
TBD	\$2,043,070*	Sewer Improvements (SRF Loan)	6/44	\$2,043,070 ¹⁾
TBD	1,290,360*	Sewer Improvements (SRF Loan)	6/44	1,290,360 ²⁾
TBD	1,075,300*	Sewer Improvements (SRF Loan)	6/54	1,075,300 ³⁾
TBD	4,527,013*	Sewer Improvements (SRF Loan)	6/44	4,527,013 ⁴⁾
TBD	1,075,300*	Sewer Improvements (SRF Loan)	6/44	1,075,300 ⁵⁾
TBD	860,240*	Sewer Improvements (SRF Loan)	6/46	860,240 ⁶⁾
TBD	1,075,300*	Sewer Improvements (SRF Loan)	6/44	1,075,300 ⁷⁾
TBD	1,414,020*	Sewer Improvements (SRF Loan)	6/33	<u>1,414,020</u> ⁸⁾
Total				\$13,360,603

- 1) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$19,000,000.*
- 2) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$12,000,000.*
- 3) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$10,000,000.*
- 4) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$42,100,000.*
- 5) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$10,000,000.*
- 6) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$8,000,000.*
- 7) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$10,000,000.*
- 8) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$13,150,000.*

* Preliminary; subject to change.

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WRA Issued Revenue Debt Supported by Sewer Utility Revenues

The City is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (the “WRA”) and has entered into a financing agreement with the WRA to provide for the City’s share of capital contribution for the construction and ongoing expansion of a metropolitan wastewater system. The WRA amounts below represent the City’s share of the principal payments of the various issues. Other participating communities within the WRA area pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow. The amounts listed below are based on FY 2022-23 WRA flows.

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/21/23</u>
6/08A	\$2,011,490	Sewer Improvements (SRF Loan)	6/39	\$1,602,202 ¹⁾
6/08B	1,217,544	Sewer Improvements (SRF Loan)	6/39	987,237 ²⁾
6/08D	551,328	Sewer Improvements (SRF Loan)	6/38	379,248 ³⁾
2/09B	1,748,269	Sewer Improvements (SRF Loan)	6/39	1,277,007 ⁴⁾
7/09C	1,914,771	Sewer Improvements (SRF Loan)	6/39	1,398,376 ⁵⁾
4/10A	1,034,697	Sewer Improvements (SRF Loan)	6/40	873,700 ⁶⁾
4/10B	1,456,892	Sewer Improvements (SRF Loan)	6/40	1,113,883 ⁷⁾
6/10C-1	157,155	Sewer Improvements (SRF Loan)	6/32	213,877 ⁸⁾
6/10C-2	1,689,417	Sewer Improvements (SRF Loan)	6/32	1,181,970 ⁹⁾
5/11A	4,807,720	Sewer Improvements (SRF Loan)	6/42	4,860,679 ¹⁰⁾
1/11B	3,330,040	Sewer Improvements (SRF Loan)	6/41	2,635,921 ¹¹⁾
5/11C	1,164,134	Sewer Improvements (SRF Loan)	6/41	1,029,860 ¹²⁾
12/11D	1,784,304	Sewer Improvements (SRF Loan)	6/43	1,762,511 ¹³⁾
5/12B	585,983	Sewer Improvements (SRF Loan)	6/42	478,820 ¹⁴⁾
5/12C	1,442,340	Sewer Improvements (SRF Loan)	6/43	1,511,549 ¹⁵⁾
5/12D	560,830	Sewer Improvements (SRF Loan)	6/42	566,898 ¹⁶⁾
11/12E	2,601,081	Sewer Improvements (SRF Loan)	6/43	2,187,615 ¹⁷⁾
11/12F	301,979	Sewer Improvements (SRF Loan)	6/43	253,520 ¹⁸⁾
11/12G	2,726,020	Sewer Improvements (SRF Loan)	6/44	2,818,151 ¹⁹⁾
4/13A	617,001	Sewer Improvements (SRF Loan)	6/43	647,976 ²⁰⁾
1/14A	153,090	Sewer Improvements (SRF Loan)	6/34	115,917 ²¹⁾
2/14C	1,147,716	Sewer Improvements (SRF Loan)	6/34	773,179 ²²⁾
2/14D	765,300	Sewer Improvements (SRF Loan)	6/34	554,711 ²³⁾
1/15A	1,282,097	Sewer Improvements (SRF Loan)	6/35	863,476 ²⁴⁾
1/15C	356,132	Sewer Improvements (SRF Loan)	6/35	252,374 ²⁵⁾
5/15E	4,909,349	Refunding	6/36	3,765,581 ²⁶⁾
2/16A	764,720	Sewer Improvements (SRF Loan)	6/35	548,726 ²⁷⁾
12/16E	148,867	Sewer Improvements (SRF Loan)	6/36	100,949 ²⁸⁾
12/16F	8,505,600	Sewer Improvements (SRF Loan)	6/48	7,877,924 ²⁹⁾
12/17A	3,724,380	Sewer Improvements (SRF Loan)	6/49	3,745,055 ³⁰⁾
5/18A	411,642	Sewer Improvements (SRF Loan)	6/40	394,743 ³¹⁾
12/18D-1	1,018,000	Sewer Improvements (SRF Loan)	6/39	1,006,373 ³²⁾
12/18D-2	814,400	Sewer Improvements (SRF Loan)	6/36	606,899 ³³⁾
12/18E	1,150,340	Sewer Improvements (SRF Loan)	6/40	1,154,335 ³⁴⁾
12/18F	610,800	Sewer Improvements (SRF Loan)	6/39	306,353 ³⁵⁾
12/19A	1,224,005	Sewer Improvements (SRF Loan)	6/39	1,066,160 ³⁶⁾
12/20B	1,135,568	Sewer Improvements (SRF Loan)	6/42	1,194,658 ³⁷⁾
4/21A	5,941,251	Refunding	6/34	5,203,067 ³⁸⁾
6/22A	2,065,314	Sewer Improvements (SRF Loan)	6/43	2,190,386 ³⁹⁾

(Continued on next page)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/21/23</u>
12/22B	811,836	Sewer Improvements (SRF Loan)	6/43	825,948 ⁴⁰⁾
12/22C	1,102,860	Sewer Improvements (SRF Loan)	6/43	1,182,830 ⁴¹⁾
12/22D	2,646,864	Sewer Improvements (SRF Loan)	6/54	<u>2,838,792</u> ⁴²⁾
Total				\$64,349,436

The amounts listed above and on the previous page present the City's share of the principal payments of the various WRA bond issues. Other participating WRA communities pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow.

Notes:

- 1) The City's flow-based share of the WRA's Series 2008A SRF loan outstanding in the amount of \$10,814,000.
- 2) The City's flow-based share of the WRA's Series 2008B SRF loan outstanding in the amount of \$4,303,000.
- 3) The City's flow-based share of the WRA's Series 2008D SRF loan outstanding in the amount of \$1,653,000.
- 4) The City's flow-based share of the WRA's Series 2009B SRF loan outstanding in the amount of \$5,566,000.
- 5) The City's flow-based share of the WRA's Series 2009C SRF loan outstanding in the amount of \$6,095,000.
- 6) The City's flow-based share of the WRA's Series 2010A SRF loan outstanding in the amount of \$5,897,000.
- 7) The City's flow-based share of the WRA's Series 2010B SRF loan outstanding in the amount of \$4,855,000.
- 8) The City's flow-based share of the WRA's Series 2010C-1 SRF loan outstanding in the amount of \$1,989,000.
- 9) The City's flow-based share of the WRA's Series 2010C-2 SRF loan outstanding in the amount of \$10,992,000.
- 10) The City's flow-based share of the WRA's Series 2011A SRF loan outstanding in the amount of \$45,023,000.
- 11) The City's flow-based share of the WRA's Series 2011B SRF loan outstanding in the amount of \$11,489,000.
- 12) The City's flow-based share of the WRA's Series 2011C SRF loan outstanding in the amount of \$6,951,000.
- 13) The City's flow-based share of the WRA's Series 2011D SRF loan outstanding in the amount of \$11,896,000.
- 14) The City's flow-based share of the WRA's Series 2012B SRF loan outstanding in the amount of \$2,087,000.
- 15) The City's flow-based share of the WRA's Series 2012C SRF loan outstanding in the amount of \$14,057,000.
- 16) The City's flow-based share of the WRA's Series 2012D SRF loan outstanding in the amount of \$5,272,000.
- 17) The City's flow-based share of the WRA's Series 2012E SRF loan outstanding in the amount of \$9,535,000.
- 18) The City's flow-based share of the WRA's Series 2012F SRF loan outstanding in the amount of \$1,105,000.
- 19) The City's flow-based share of the WRA's Series 2012G SRF loan outstanding in the amount of \$19,021,000.
- 20) The City's flow-based share of the WRA's Series 2013A SRF loan outstanding in the amount of \$6,026,000.
- 21) The City's flow-based share of the WRA's Series 2014A SRF loan outstanding in the amount of \$1,078,000.
- 22) The City's flow-based share of the WRA's Series 2014C SRF loan outstanding in the amount of \$3,370,000.
- 23) The City's flow-based share of the WRA's Series 2014D SRF loan outstanding in the amount of \$3,744,000.
- 24) The City's flow-based share of the WRA's Series 2015A SRF loan outstanding in the amount of \$5,828,000.
- 25) The City's flow-based share of the WRA's Series 2015C SRF loan outstanding in the amount of \$1,100,000.
- 26) The City's flow-based share of the WRA's Series 2015E Sewer Revenue Refunding Bonds outstanding in the amount of \$23,115,000.
- 27) The City's flow-based share of the WRA's Series 2016A SRF loan outstanding in the amount of \$5,103,000.
- 28) The City's flow-based share of the WRA's Series 2016E SRF loan outstanding in the amount of \$440,000.
- 29) The City's flow-based share of the WRA's Series 2016F SRF loan outstanding in the amount of \$35,536,000.
- 30) The City's flow-based share of the WRA's Series 2017A SRF loan outstanding in the amount of \$34,828,000.
- 31) The City's flow-based share of the WRA's Series 2018A SRF loan outstanding in the amount of \$3,671,000.
- 32) The City's flow-based share of the WRA's Series 2018D-1 SRF loan outstanding in the amount of \$9,359,000.
- 33) The City's flow-based share of the WRA's Series 2018D-2 Taxable SRF loan outstanding in the amount of \$5,644,000.
- 34) The City's flow-based share of the WRA's Series 2018E SRF loan outstanding in the amount of \$10,735,000.
- 35) The City's flow-based share of the WRA's Series 2018F SRF loan outstanding in the amount of \$2,849,000.
- 36) The City's flow-based share of the WRA's Series 2019A SRF loan outstanding in the amount of \$9,915,000.
- 37) The City's flow-based share of the WRA's Series 2020B SRF loan outstanding in the amount of \$11,110,000.
- 38) The City's flow-based share of the WRA's Series 2021A Sewer Revenue Refunding Bonds outstanding in the amount of \$33,020,000.
- 39) The City's flow-based share of the WRA's Series 2022A SRF loan outstanding in the amount of \$20,370,000.
- 40) The City's flow-based share of the WRA's Series 2022B SRF loan outstanding in the amount of \$3,600,000.
- 41) The City's flow-based share of the WRA's Series 2022C SRF loan outstanding in the amount of \$11,000,000.
- 42) The City's flow-based share of the WRA's Series 2022D SRF loan outstanding in the amount of \$26,400,000.

City Issued Water Revenue Debt Supported by Water Utility Revenues

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/21/23</u>
5/17B	\$1,605,000	Water Improvements	6/29	\$890,000
5/18B	5,990,000	Water Improvements	6/33	4,365,000
5/19B	5,090,000	Water Improvements	6/34	4,050,000
6/20B	3,375,000	Water Improvements	6/35	2,860,000
4/21B	2,865,000	Water Improvements (SRF Loan)	6/41	2,627,000 ¹⁾
4/23A	5,783,000	Water Improvements (SRF Loan)	6/43	5,783,000 ²⁾
5/23C	3,248,000	Water Improvements (SRF Loan)	6/43	<u>3,248,000</u> ²⁾
Total				\$23,823,000

1) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$2,860,000 of the \$2,865,000 as of March 8, 2023.

2) Based on preliminary debt service schedule established prior to the final project draws.

INDIRECT GENERAL OBLIGATION DEBT

<u>Taxing District</u>	<u>1/1/2022 Taxable Valuation</u> ¹⁾	<u>Portion of Valuation Within the City</u> ²⁾	<u>Percent Applicable</u>	<u>G.O. Debt</u> ³⁾	<u>City's Proportionate Share</u>
Polk County	\$32,813,163,903	\$5,054,597,767	15.40%	\$184,620,000	\$28,431,480
Ankeny CSD	5,240,909,855	4,814,832,041	91.87%	41,065,000	37,726,416
North Polk CSD	672,580,670	47,780,547	7.10%	22,815,000	1,619,865
Saydel CSD	1,354,664,272	191,985,179	14.17%	20,340,000	2,882,178
Des Moines Area Comm. College	62,389,305,642	5,054,655,199	8.10%	90,855,000	<u>7,359,255</u>
City's share of total overlapping debt:					\$78,019,194

1) Taxable Valuation excludes military exemption and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.

2) Valuation excludes military exemption and includes Ag. Land & Buildings, Taxable TIF Increment, all Utilities and City exempt valuations.

3) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates. Estimate based on publicly available data as of March 8, 2023.

DEBT RATIOS

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value (\$8,329,098,390)</u> ¹⁾	<u>Debt/67,887 Population</u> ²⁾
Total General Obligation Debt	\$105,580,000*	1.27%*	\$1,555.23*
Less Debt Paid by Enterprise Funds	<u>(8,541,000*)</u> ³⁾		
Net General Obligation Debt	\$97,039,000*	1.17%*	\$1,429.42*
Series 2015B Bonds (Appropriated Payments)	\$287,000	0.00%	\$4.23
City's share of overlapping debt	\$78,019,194	0.94%	\$1,149.25

1) Based on the City's 2022 actual valuation of property; includes Ag. Land, Ag. Buildings, all Utilities and TIF Increment.

2) Based on the 2020 US Census.

3) General obligation debt service is abated by enterprise funds including the City's Water, Sewer and Storm Water funds.

* Preliminary; subject to change.

THE CITY

CITY GOVERNMENT

The City of Ankeny, Iowa incorporated in 1903, operates under a Mayor/Council/City Manager form of government. The City Council is the governing body of the City, consisting of five members elected at large. The City Manager, Mr. David Jones, was appointed by the City Council and is responsible for the day-to-day operations of the City. The Mayor is elected for a term of four years. Under the direction of the City Manager are department directors who administer the specific services offered by the City. In addition, the City Council appoints citizens to serve on special commissions and boards.

EMPLOYEES AND PENSIONS

The City currently has 310 full-time employees, 65 part-time employees and 430 seasonal employees, including a police force of 74 sworn personnel and a fire department of 93 full and part-time firefighters and paramedics. The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System (“IPERS”) and the Municipal Fire and Police Retirement System of Iowa (“MFPRSI”). All of the City’s 805 employees, with the exception of full-time police and fire employees, are eligible for inclusion in IPERS pension administered by the State of Iowa (the “State”). The State administers IPERS and a nine-member board of trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by state legislature, which also establishes by statute the pension and disability benefits and the system’s funding mechanism. All full-time employees must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System: The City contributes to IPERS, which is a cost-sharing, multiple-employer, contributory defined benefit public employee retirement system. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City’s contributions to IPERS for the Fiscal Years ended June 30, 2020, 2021 and 2022, as shown below, equal the required contributions for each year.

	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>
City’s IPERS Contribution	\$1,219,602	\$1,335,693	\$1,444,883

Pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 68, the City reported a liability (asset) of (\$484,948) within its Annual Comprehensive Financial Report as of June 30, 2022 for its proportionate share of the IPERS net pension liability (asset). The net pension liability (asset) was measured as of June 30, 2021, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability (asset) was based on the City’s share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2021, the City’s collective proportion was 0.1404719%, which was a decrease of 0.012088% from its proportion measured as of June 30, 2020.

The City cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the City. Thus, it is not possible to predict, control or prepare for future unfunded actuarial liabilities of IPERS (“UAL”). The UAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAL could be substantial in the future, requiring significantly increased contributions from the City which could affect other budgetary matters.

The IPERS Annual Comprehensive Financial Report is available on the IPERS website or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the IPERS website.

For additional information on the City’s Pensions, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumptions, discount rate and discount rate sensitivities, refer to Note 9, Pensions – Iowa Public Employees Retirement System (IPERS), beginning on page 54 of the City’s June 30, 2022 Annual Comprehensive Financial Report contained as APPENDIX C of this Preliminary Official Statement.

Municipal Fire and Police Retirement System of Iowa (“MFPRSI”): The City contributes to MFPRSI, which is a cost-sharing, multiple-employer, defined benefit pension plan. MFPRSI provides retirement, disability and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute and vest after four years of credited service.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established and may be amended by state statute. The City’s contributions to MFPRSI for the Fiscal Years ended June 30, 2020, 2021 and 2022, as shown below, equal the required contributions for each year.

	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>
City’s MFPRSI Contribution	\$1,987,706	\$2,216,680	\$2,560,639

Pursuant to GASB Statement No. 68, the City reported a liability (asset) of \$6,052,621 within its Annual Comprehensive Financial Report as of June 30, 2022 for its proportionate share of the MFPRSI net pension liability (asset). The net pension liability (asset) was measured as of June 30, 2021, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability (asset) was based on the City’s share of contributions to the MFPRSI relative to the contributions of all MFPRSI participating employers. At of June 30, 2021, the City’s collective proportion was 2.69516%, which was an increase of 0.13208% from its proportion measured as of June 30, 2020.

The MFPRSI Financial Statements are available on the MFPRSI website or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the MFPRSI website.

For additional information on the City’s Pensions, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumptions, discount rate and discount rate sensitivities, refer to Note 9, Pensions – Municipal Fire and Police Retirement System of Iowa (MFPRSI), beginning on page 57 of the City’s June 30, 2022 Annual Comprehensive Financial Report contained as APPENDIX C of this Preliminary Official Statement.

OTHER POST-EMPLOYMENT BENEFITS (OPEB)

The City administers a single-employer health defined benefit plan which provides medical, prescription drug and dental benefits for employees, retirees and their spouses. At July 1, 2020, there were 255 active and 13 retired members in the plan. Retired participants must be age 55 or older at retirement. The medical and prescription drug benefits are provided through a partially self-insured plan administered by Wellmark Blue Cross Blue Shield and dental benefits through a fully-insured plan with Delta Dental of Iowa. Retirees under age 65 pay the same premium for the medical, prescription drug and dental benefits as active employees, which results in an implicit subsidy and OPEB liability.

The contribution requirements of plan members are established and may be amended by the City. The current funding policy of the City is to pay health insurance premiums as they occur. The required contribution is based on projected pay-as-you go financing. For Fiscal Year ended June 30, 2022, the City's recognized an OPEB expense of \$376,996. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

The following table shows the components of the City's annual OPEB cost for Fiscal Year ended June 30, 2022, the amount actuarially contributed to the plan, and changes in the City's total OPEB liability:

Total OPEB liability, beginning of year	\$2,687,037
Changes for the year:	
Service cost	232,674
Interest	63,378
Differences between expected and actual experiences	0
Changes in assumptions	0
Benefit payments	<u>(103,833)</u>
Net changes	<u>192,219</u>
Total OPEB liability, end of year	<u>\$2,879,256</u>

For additional information, refer to Note 13, Other Postemployment Benefits (OPEB), beginning on page 64 of the City's June 30, 2022 Annual Comprehensive Financial Report contained as APPENDIX C of this Preliminary Official Statement.

UNION CONTRACTS

The City currently has negotiated contracts with three employee groups. The Ankeny Police Department Employee's Union (Teamsters), the Ankeny Career Firefighters Union, and the AFSCME Union (Municipal Utilities, Parks & Recreation, and Golf Course employees).

The Ankeny Police Department Employee's Union approved a four-year contract, beginning July 1, 2022 and ending June 30, 2026; the Ankeny Career Firefighters Union approved a three-year contract, beginning July 1, 2022 and ending June 30, 2025; and the AFSCME Union is in the final year of a five-year contract ending June 30, 2023. These contracts include annual cost of living adjustments of 3% and step advancements for those employees eligible.

The AFSCME Union recently approved a two-year contract, beginning July 1, 2023 and ending June 30, 2025 with an annual cost of living adjustment of 3% in year one and a review of base wages only in year two.

LEVIES AND TAX COLLECTIONS

<u>Fiscal Year</u>	<u>Levy</u>	<u>Collected During Collection Year</u>	<u>Percent Collected</u>
2018-19	\$43,314,093	\$43,274,038	99.91%
2019-20	46,431,530	45,983,656	99.03%
2020-21	48,595,518	48,555,896	99.92%
2021-22	50,961,413	50,901,560	99.88%
2022-23	54,946,583	-----In Process of Collection-----	

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale, but failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

TAX RATES

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>
Polk County	7.30880	7.30880	7.30880	7.13383	6.77099
City of Ankeny	10.75000	10.35000	10.00000	9.95000	9.90000
Ankeny Comm. School District	17.95079	17.52323	17.41039	17.31652	17.05078
Saydel Comm. School District	12.89000	12.89000	12.89000	12.89000	12.89000
North Polk Comm. School District	19.07652	18.99000	18.54662	18.58960	18.74720
Des Moines Area Community College	0.69468	0.65249	0.63533	0.67789	0.69448
Broadlawns Medical Center	2.77513	2.77513	2.67405	2.57740	2.57722
County Assessor	0.25471	0.25455	0.24836	0.19192	0.22542
County Ag. Extension	0.03690	0.03689	0.03502	0.03486	0.03328
Des Moines Regional Transit Authority	0.63900	0.66400	0.66900	0.65206	0.63567
State of Iowa	<u>0.00290</u>	<u>0.00280</u>	<u>0.00270</u>	<u>0.00260</u>	<u>0.00240</u>
<u>Total City Tax Rate for Resident of:</u>					
Ankeny Comm. School District	40.41291	39.56789	38.98365	38.53708	37.89024
Saydel Comm. School District	35.35212	34.93466	34.46326	34.11056	33.72946
North Polk Comm. School District	41.53864	41.03466	40.11988	39.81016	39.58666

LEVY LIMITS

A city's general fund tax levy is limited to \$8.10 per \$1,000 of taxable value, with provision for an additional \$0.27 per \$1,000 levy for an emergency fund which can be used for general fund purposes (Code of Iowa, Chapter 384, Subchapter I). Cities may exceed the \$8.10 limitation upon authorization by a special levy election. Further, there are limited special purpose levies, which may be certified outside of the above-described levy limits (Code of Iowa, Section 384.12). The amount of the City's general fund levy subject to the \$8.10 limitation is \$6.1533 for Fiscal Year 2022-23. In addition, the City does levy a portion of costs for an Aviation Authority and employee benefits. The City does not levy for the emergency fund. Debt service levies are not limited.

CITY FUNDS ON HAND (Cash and Investments as of January 31, 2023)

Budgeted Funds:

General:

General	\$30,241,986.04
Hotel/Motel Tax	839,181.23

Special Revenue:

Fire Gift	32,242.11
Hawkeye Park Player Fees	33,118.84
Police Gift	10,386.44
Road Use Tax	10,542,712.49
Police Seizure	87,306.17
Tax Increment Financing	7,298,997.56
Police and Fire Retirement	1,521,885.64
Landfill Postclosure	88,851.43
Friends of the Ankeny Library	79,190.77
Park Dedication	557,644.09
Sports Complex Foundation	122,424.32
Ankeny Garden Club	8,754.39
Miracle Park	68,092.82
Dog Park	1,349.91
Parks and Recreation Scholarship	27,173.90
Civic Trust	2,937,833.46

Debt Service	7,228,074.46
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Enterprise:

Solid Waste	199,041.33
Utility Deposits	404,707.06
Water Operations	18,054,638.12
Water Improvement	1,761,600.00
Water Sinking	2,051,986.12
Sewer Operations	17,225,141.15
Sewer Improvement	3,401,518.12
Storm Water	3,275,738.15
Golf Course	1,452,563.36

Capital Projects:

Utility Fund Capital Projects	9,715,331.30
Special Assessments	277,157.71
Capital Projects	<u>22,511,096.33</u>

Total Budgeted Funds:	<u>\$142,057,724.82</u>
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Unbudgeted Funds

Internal Service:

Central Garage	\$576,726.71
Risk Management	1,346,198.14
Health Insurance	6,673,472.19
Sustainability Revolving Loan	28,498.06
Economic Development Revolving	267,465.16
Equipment Reserve	<u>2,310,366.81</u>

Total Unbudgeted Funds:	<u>\$11,202,727.07</u>
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INSURANCE

The City's insurance coverage is as follows:

Liability:

Legal Liability for Automobile Claims	\$15,000,000
Covered Pollution Cost or Expense for Automobiles	\$15,000,000
Uninsured and Underinsured Motorist	\$500,000 person, \$500,000 occurrence
Legal Liability for General Liability Claims	\$15,000,000
Appeal Bonds, Bail Bonds, Bonds to Release Property	Unlimited
Broad Legal Defense Fund	\$25,000 occurrence, \$25,000 aggregate
Claim and Defense Expenses	Unlimited
Cyber Liability	\$15,000,000
Fire Department Training Activities and Fire Department	\$500,000
Good Samaritan	\$15,000,000
Medical Expenses – Other than Automobiles	\$10,000
Medical Malpractice	\$15,000,000
Member Expenses	\$10,000
Moral Obligation to Pay	\$5,000 occurrence, \$10,000 aggregate
Non-Monetary Relief Defense Expense	\$500,000
Post-Judgment/Pre-Judgment Interest	Unlimited
Stop Gap	\$15,000,000
Pollution Liability Coverage – Pesticides	\$10,000,000
Liquor Liability	\$10,000,000
Public Officials Wrongful Acts	\$15,000,000
Employment Expense	\$15,000,000
Employee Benefit Liability	\$1,000,000
Employment Practices Wrongful Acts	\$15,000,000
Legal Liability for Law Enforcement Claims	\$15,000,000
Anti-Skid Material Storage and Application	\$15,000,000
Chlorine	\$15,000,000
Fungi or Bacteria Clean Up/Injury	\$25,000 occurrence, \$50,000 aggregate
Sewer Back-Up	\$1,000,000 occurrence, \$1,000,000 aggregate
Water Treatment Plant – Clean Up Expense	\$50,000 occurrence, \$50,000 aggregate
Water Treatment Plant – Third Party Liability	\$50,000 occurrence, \$50,000 aggregate

Property:

Buildings	\$148,599,472
Personal Property	\$9,204,497
Fine Arts	\$80,500
Miscellaneous Property – Scheduled	\$4,928,498
Miscellaneous Property – Unscheduled	\$1,514,899
Vehicles	\$12,941,257

Crime:

Employee Theft	\$50,000
Forgery or Alteration	\$10,000
Computer Fraud and Funds Transfer	\$10,000

Excess Policies:

Employee Dishonesty	\$100,000
Employee Dishonesty for Specified Positions	\$500,000
Cyber Liability	\$2,000,000
Worker's Compensation	Statutory
Employee Health Insurance (per member)	Unlimited

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City is located in central Iowa, approximately six miles north of downtown Des Moines, Iowa and midway between Kansas City, Missouri and Minneapolis, Minnesota. The City is located on Interstate 35, Interstate 80, which bisects Iowa from east to west, passes less than ten miles south of the City. Ankeny's strategic location is reflected in the number of freight and transportation facilities servicing the City. In addition, the City is serviced by the Des Moines International Airport.

LARGER EMPLOYERS

A representative list of larger employers in the City is as follows:

<u>Employer</u> ¹⁾	<u>Type of Business</u>	<u>Approximate Number of Employees</u> ²⁾
Ankeny Community Schools	Education	2,472
John Deere Des Moines Works	Farm Equipment	1,770
Casey's General Stores	Retail/Distribution	1,112
Baker Group	Mechanical/Electrical Contractor	981
City of Ankeny	Municipal Government	805
Perishable Distributors of Iowa, LTD	Wholesale Meat/Bakery Distributor	798
Des Moines Area Community College	Higher Education	618 ³⁾
Mom's Meals ⁴⁾	Wholesale Distribution	512
Hy-Vee Commissary	Prepared Food Production	424
Amazon	Retail Distribution	385

1) Does not include retail employers.

2) Includes full-time, part-time and seasonal employees.

3) Does not include student employees and adjunct faculty.

4) .Purfoods dba Mom's Meals.

Source: City of Ankeny and company inquiries. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

BUILDING PERMITS

City officials report the following construction activity as of January 31, 2023. Permits for the City are reported on a calendar year basis.

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Residential Construction:					
No. of new permits:	1,076	1,168	956	818	20
Valuation:	\$256,749,469	\$297,765,158	\$267,199,991	\$283,937,889	\$5,373,142
Commercial Construction:					
No. of new permits:	35	22	28	34	2
Valuation:	<u>\$57,733,604</u>	<u>\$65,497,340</u>	<u>\$116,246,592</u>	<u>\$172,457,117</u>	<u>\$6,520,000</u>
Total Permits	1,111	1,190	984	852	22
Total Valuations	\$314,483,073	\$363,262,498	\$383,446,583	\$456,395,006	\$11,893,142

Source: City of Ankeny.

U.S. CENSUS DATA

	<u>Year</u>	<u>City of Ankeny</u>
Population Trend:	1990 U.S. Census	18,482
	2000 U.S. Census	27,117
	2005 Special Census	36,161
	2010 U.S. Census	45,582
	2015 Special Census	54,598
	2020 U.S. Census	67,887

Source: U.S. Census Bureau.

UNEMPLOYMENT RATES

	<u>City of Ankeny</u>	<u>Polk County</u>	<u>State of Iowa</u>
Annual Averages:			
2018	1.9%	2.6%	2.5%
2019	2.0%	2.7%	2.6%
2020	4.2%	5.9%	5.2%
2021	3.3%	4.5%	4.3%
2022	2.2%	2.9%	3.0%

Source: U.S. Bureau of Labor Statistics.

EDUCATION

Public education is provided by the Ankeny Community School District, with a 2022 certified enrollment of 12,671.4 students. The Ankeny Community School District, with approximately 2,472 full-time and part-time employees, owns and operates a preschool, ten elementary schools, four middle schools and two high schools. The Saydel Community School District and the North Polk Community School District also provide public education to residents of the City. Higher education in the area is provided by Des Moines Area Community College located within the City. Simpson College, Iowa State University, Drake University, Grandview University and Upper Iowa University are also higher education institutions within the area. Private education is provided by Ankeny Christian Academy, Faith Baptist Bible College and Seminary and St. Luke the Evangelist Catholic School.

FINANCIAL SERVICES

Financial services for the residents of the City are provided by Community State Bank, and branch offices of Availa Bank, Bank of the West, Bankers Trust Company, Central Bank, Charter Bank, First Interstate Bank, First National Bank, Great Southern Bank, Lincoln Savings Bank, Northwest Bank, Two Rivers Bank & Trust, U.S. Bank, N.A. and Wells Fargo Bank, N.A. In addition, financial services for the residents of the City are provided by the following credit unions, Community Choice Credit Union, Green State Credit Union and Veridian Credit Union. Community State Bank and branch offices of First Interstate Bank located within the City report the following deposits as of June 30 for each year:

<u>Year</u>	<u>Community State Bank</u>	<u>First Interstate Bank</u> ¹⁾
2018	\$596,290,000	\$66,281,000
2019	705,777,000	105,775,000
2020	778,499,000	138,032,000
2021	938,429,000	138,405,000
2022	1,006,837,000	103,772,000

1) Great Western Bank merged with First Interstate Bank in February 2022, dba First Interstate Bank.

Source: Federal Deposit Insurance Corporation website.

APPENDIX B

FORM OF LEGAL OPINION

APPENDIX C

JUNE 30, 2022 ANNUAL COMPREHENSIVE FINANCIAL REPORT

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL BID FORM

TO: City Council of
City of Ankeny, Iowa

Sale Date: May 15, 2023
10:00 A.M., Central Time

RE: \$15,200,000* General Obligation Bonds, Series 2023B (the "Bonds")

This bid is a firm offer for the purchase of the Bonds identified in the TERMS OF OFFERING, on the terms set forth in this bid form, the TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING.

For all or none of the above, the Bonds, in accordance with the TERMS OF OFFERING, we will pay you not less than \$_____ (minimum amount of \$15,078,400) plus accrued interest to date of delivery for fully registered Bonds bearing interest rates and maturing in the stated years as follows:

<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>
_____	2024	_____	_____	2029	_____
_____	2025	_____	_____	2030	_____
_____	2026	_____	_____	2031	_____
_____	2027	_____	_____	2032	_____
_____	2028	_____	_____	2033	_____

* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$15,700,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate the following Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated May 1, 2023, and represent we are a bidder with established industry reputation for underwriting new issuances of municipal bonds. In the event of failure to deliver these Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$ _____

TRUE INTEREST COST: _____ % (Calculated to the dated date of June 21, 2023)

Account Manager: _____ By: _____
Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Ankeny, Iowa this 15th day of May 2023.

Attest: _____
Title: _____

By: _____
Title: _____

(To be published on or before May 9, 2023)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Ankeny, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 410 West 1st Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 (the "Issuer") before 10:00 A.M., on the 15th day of May, 2023. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2023B, in the amount of \$15,200,000*, to be dated June 21, 2023 (the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 410 West 1st Street, Ankeny, Iowa 50023.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 410 West 1st Street, Ankeny, Iowa 50023 and/or the City's Municipal Advisor, PFM Financial Advisors LLC, Des Moines, Iowa. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, 410 West 1st Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Ankeny, State of Iowa.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Issuance of Not to Exceed \$3,248,000 Water Revenue Capital Loan Notes (PH 2023-34)

EXECUTIVE SUMMARY:
The not to exceed \$3,248,000 Water Revenue Capital Loan Notes are being proposed to fund the design and construction of the South Ankeny Boulevard Transmission Main project in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The not to exceed \$3,248,000 Water Revenue Capital Loan Notes will be payable from and secured by the net revenues of the Water Utility.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,248,000 Water Revenue Capital Loan Notes.

Action: Consider motion to adopt RESOLUTION approving and authorizing a form of loan and disbursement agreement by and between the City of Ankeny and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, of the City of Ankeny, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the notes; approval of tax exemption certificate.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,248,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION OF A
LOAN AND DISBURSEMENT AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$3,248,000 WATER
REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$3,248,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$3,248,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

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

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

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

PASSED AND APPROVED this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$3,248,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023C, OF THE CITY OF ANKENY, STATE OF IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES; APPROVAL OF TAX EXEMPTION CERTIFICATE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No. _____

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF
LOAN AND DISBURSEMENT AGREEMENT BY AND
BETWEEN THE CITY OF ANKENY AND THE IOWA FINANCE
AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE
ISSUANCE AND SECURING THE PAYMENT OF \$3,248,000
WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023C, OF
THE CITY OF ANKENY, STATE OF IOWA, UNDER THE
PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR
A METHOD OF PAYMENT OF THE NOTES; APPROVAL OF
TAX EXEMPTION CERTIFICATE

WHEREAS, the City Council of the City of Ankeny, State of Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Water Utility, sometimes hereinafter referred to as the "System", and the Net Revenues thereof are available for the payment of Water Revenue Capital Loan Notes, Series 2023C, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Water Revenue Capital Loan Notes, Series 2023C, to the extent of \$3,248,000 for the purpose of defraying the costs of the Project as set forth in Section 3 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, there have been heretofore issued certain Water Revenue Bonds and Capital Loan Notes, part of which remain outstanding and a lien on the Net Revenues of the System (the "Outstanding Obligations"); and

WHEREAS, in the Prior Bond Resolutions authorizing the issuance of the Outstanding Obligations it is provided that Additional Bonds may be issued on a parity with the Outstanding Obligations, for the costs of future improvements and extensions to the System, provided that there has been procured and placed on file with the Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of said parity notes or bonds; and

WHEREAS, a statement of PFM Financial Advisors LLC, an Independent Financial Consultant not in the regular employ of Issuer, has been placed on file in the office of the Clerk, showing the conditions and limitations of the Prior Bond Resolutions, with regard to the sufficiency of the Net Revenues of the System to permit the issuance of Additional Bonds ranking on a parity with the Outstanding Obligations to have been met and satisfied as required; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$3,248,000 Water Revenue Capital Loan Notes has heretofore been duly published and no objections to such proposed action have been filed; and the Issuer desires to proceed with the issuance of \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Additional Bonds" shall mean any water revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of this Resolution.
- "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser, relating to the Loan made to the City under the Program. Defined terms in the Agreement as incorporated herein.
- "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan by the Program.
- "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year.
- "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the System.
- "Independent Auditor" shall mean an independent firm of certified public accountants or the Auditor of State.
- "Issuer" and "City" shall mean the City of Ankeny, State of Iowa.
- "Loan" shall mean the principal amount allocated by the Original Purchaser to the City under the Program, equal in amount to the principal amount of the Notes.
- "Net Revenues" shall mean gross earnings of the System after deduction of Current Expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but

excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.

- "Notes" or "Note" shall mean \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, authorized to be issued by this Resolution.
- "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Notes from Issuer at the time of their original issuance.
- "Outstanding Obligations" shall mean the Water Revenue Bonds or Notes which are still outstanding and unpaid and remain a lien on the Net Revenues of the System described as follows:

\$1,605,000 Water Revenue Bonds, Series 2017B, dated May 31, 2017;

\$5,990,000 Water Revenue Bonds, Series 2018B, dated May 30, 2018;

\$5,090,000 Water Revenue Bonds, Series 2019B dated May 28, 2019;

\$3,375,000 Water Revenue Bonds, Series 2020B dated June 9, 2020;

\$2,865,000 Water Revenue Capital Loan Notes, Series 2021 dated April 23, 2021;
and

\$5,783,000 Water Revenue Capital Loan Notes, Series 2023A dated April 21, 2023.

- "Parity Obligations" shall mean bonds or notes payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued, and shall include Additional Bonds as authorized to be issued under the terms of this Resolution and the Outstanding Obligations.
- "Paying Agent" shall be the Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Permitted Investments" shall mean:
 - direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
 - cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);

■ obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farm Credit System Financial Assistance Corporation
- USDA - Rural Development
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration

■ repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;

■ senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

■ U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

■ commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

■ investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

■ pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct

obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

- an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

- Iowa Public Agency Investment Trust.

- "Prior Bond Resolution(s)" shall mean the resolution(s) of the City Council authorizing the issuance of the Outstanding Obligations.
- "Program" shall mean the Iowa Drinking Water Facilities Financing Program undertaken by the Original Purchaser.
- "Project" shall mean the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project and repayment of outstanding Project Notes issued for the Project.
- "Project Fund" shall mean the account into which the proceeds of the Loan and Note shall be allocated and held to pay Project costs.
- "Project Note" shall mean the \$235,000 Water Revenue Capital Loan Notes Anticipation Project Notes, Series 2022, dated October 21, 2022, issued for the Project.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect

to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum annual amount of the principal and interest coming due on the Notes and Parity Obligations; (b) 10% of the stated principal amount of the Notes and Parity Obligations, or (c) 125% of the average annual principal and interest coming due on the Notes and Parity Obligations. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue.
- "Resolution" shall mean this resolution authorizing the issuance of the Notes.
- "System" shall mean the municipal water utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Administrative Services Director, or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.
- "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City, in the County of Polk, State of Iowa, each to be designated as "Water Revenue Capital Loan Notes, Series 2023C", in the aggregate amount of \$3,248,000 for the purpose of paying costs of the Project. The City Council, pursuant to Sections 384.24A and 384.83 of the Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

Section 4. Source of Payment. The Notes herein authorized, Parity Obligations, and the interest thereon shall be payable solely and only out of the Net Revenues of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Water Revenue Capital Loan Notes, Series 2023C of the City in the amount of \$3,248,000 shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023C", be dated the date of delivery, and bear interest at the rate of 1.75% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2023 and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2024 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2043. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Program based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes may be in the denomination of \$1,000 or multiples thereof and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$3,248,000 and numbered R-1.

Section 6. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 7. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par,

plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth Section 5 of the Agreement.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to

the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. The Note shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

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

FIGURE 1
(Front)

(10)
(Continued)

(16)

FIGURE 2
(Back)

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

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

Item 2, figure 1= Rate: 1.75%
Item 3, figure 1= Maturity: June 1, 2043
Item 4, figure 1= Note Date: May 19, 2023
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. R-1
Item 8, figure 1= Principal Amount: \$3,248,000

Item 9, figure 1 = The City of Ankeny, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

IOWA FINANCE AUTHORITY

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 1.75% per annum, payable on December 1, 2023, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2024 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2043. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Program and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Drinking Water Facilities Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Drinking Water State Revolving Fund Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, as amended, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project and repayment of outstanding Project Notes issued for the project, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of said City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which Additional Bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Iowa Finance Authority or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in whole or from time to time in part, in any order of maturity, by lot by giving thirty (30) days' notice of redemption by certified or registered mail, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Resolution.

This Note and the series of which it forms a part, other Outstanding Obligations ranking on a parity therewith and any Additional Bonds which may be hereafter issued and outstanding from time to time on a parity with the Note, as provided in the Resolution and Loan and Disbursement Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the Net Revenues of the municipal water utility (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, other Outstanding Obligations, and Additional Bonds ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, the Treasurer of the City of Ankeny, State of Iowa, all as of the 19th day of May 2023.

Item 11, figure 1 = Date of authentication: May 19, 2023
Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Treasurer

CITY TREASURER, Registrar

By: _____
Registrar

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

SEE REVERSE FOR CERTAIN DEFINITIONS

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

CITY OF ANKENY, STATE OF IOWA

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

By: _____ (manual or facsimile signature)
City Clerk

Item 16, figure 1 = (Assignment Block)
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____

Corporation _____

Partnership _____

Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

(End of form of Note)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Note Proceeds – Project Fund. Proceeds of the Notes shall be credited to the Project Fund and expended therefrom for the purposes of issuance.

Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System. So long as the Bonds are outstanding and unpaid the rates or charges to consumers of services of the System shall be sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the payment of principal and interest on the Bonds and Parity Obligations and obligations as the same fall due, and to provide for the creation of reserves as hereinafter provided.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 17. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income

and revenues of the System shall be deposited as collected in a fund to be known as the Water Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

The provisions in the Prior Bond Resolutions, whereby there was created and is to be maintained a Water Revenue Note Principal and Interest Sinking Fund, and for the monthly payment into said fund from the future Net Revenues of the System such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Obligations, are hereby ratified and confirmed, and all such provisions inure to and constitute the security for the payment of the principal and interest on Notes hereby authorized to be issued; provided, however, that the amounts to be set aside and paid into the Water Revenue Note Principal and Interest Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Obligations, but also the principal and interest of the Notes herein authorized to be issued and to maintain a reserve therefor, as required. Except as may be otherwise provided in the Prior Note Resolution, proceeds of the Notes or other funds may be invested in Permitted Investments.

Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Obligations. The amounts herein required to be paid into the various funds named in this Section shall be inclusive of payments required in respect to the Outstanding Obligations. The provisions of the legislation authorizing the Outstanding Obligations and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the notes or bonds authorized by said resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

So long as the Notes or Parity Obligations remain outstanding and unpaid the same are discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the system shall be deposited and collected in a fund to be known as the Revenue Fund, and shall be disbursed only as follows:

a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Water Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Notes and Parity Obligations. The fund shall be known as the Water Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity

Obligations plus 1/12th of the installment of principal coming due on such Notes and Parity Obligations on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

c) Reserve Fund. Money in the Revenue Fund shall next be disbursed to maintain a debt service reserve in an amount equal to the Reserve Fund Requirement. Such fund shall be known as the Water Revenue Debt Service Reserve Fund (the "Reserve Fund"). In each month there shall be deposited in the Reserve Fund an amount equal to 25 percent of the amount required by this Resolution to be deposited in such month in the Sinking Fund; provided, however, that when the amount on deposit in the Reserve Fund shall be not less than the Reserve Fund Requirement, no further deposits shall be made into the Reserve Fund except to maintain such level, and when the amount on deposit in the Reserve Fund is greater than the balance required above, such additional amounts shall be withdrawn and paid into the Revenue Fund. Money in the Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Notes and Parity Obligations for the payment of which insufficient money shall be available in the Sinking Fund. Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount. At Closing, the City shall deposit into the Reserve Fund an amount sufficient to satisfy the Reserve Fund Requirement, from cash on hand.

d) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

e) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations or any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 18. Investments. Moneys on hand in the project fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, and the deposits of which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Iowa Code Chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Section.

The Sinking Fund and Reserve Fund shall be segregated in separate accounts but may be invested in the same manner as other funds of the Issuer but designated as a trust fund on the books and records of the Issuer. The Sinking Fund and Reserve Fund shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 19. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year which are (i) adequate to pay the principal and interest requirements thereof and to create or maintain the reserves as provided in this Resolution, and (ii) not less than 110 percent of the principal and interest requirements of the next succeeding Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and changes otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

c) Insurance. The Issuer shall maintain insurance for the benefit of the Noteholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in an improvement fund for the benefit of the System.

d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited and reported upon, by an Independent Auditor and will provide copies of the audit report to the Department, all as provided in the Agreement. The Original Purchaser and holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply the revenues to the funds specified in this Resolution.

f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund to be used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes and Parity Obligations or for payments into the Sinking Fund.

g) Fidelity Bond. The Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be mailed to the Original Purchaser and to the Noteholder upon request.

Section 20. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 21. Prior Lien and Parity Obligations. The Issuer will issue no other notes, bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

Additional Bonds may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Bonds to the Net Revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund and the Reserve Fund;

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

(i) before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or independent financial advisor, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the then outstanding Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the Net Revenues of the System and the Additional Bonds then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an independent consulting engineer, the Independent Auditor or the independent financial advisor, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Bonds been in effect during all of such preceding Fiscal Year.

(ii) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, general obligation bonds or notes shall be refunded only upon a finding of necessity by the Governing Body and

only to the extent the general obligation bonds or notes were issued or the proceeds thereof were expended for the System.

(v) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Bonds.

Section 22. Disposition of Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Notes it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby approved, and incorporated herein by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Notes remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Notes and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Notes to be classified as arbitrage bonds under Section 148(a) and (b) the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Notes for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Notes not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 23. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 24. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 25. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

(b) By depositing in trust with the City Treasurer, or with a corporate trustee designated by the Governing Body, for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 26. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next

succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 27. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

(b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

(c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

(d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 28. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Obligations as may have been issued for the purpose of refunding any of such Notes if such Refunding Obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

(a) Make any change in the maturity or interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;

(b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and

(c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Clerk.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 29. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 30. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 31. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 1st day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

LOAN AND DISBURSEMENT AGREEMENT
\$3,248,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023C

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of May 19, 2023 by and between the City of Ankeny, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Issuer”).

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the “Department”), is authorized to undertake the creation, administration and financing of the Iowa Drinking Water Facilities Financing Program (the “Program”) established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Water Systems for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain drinking water treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) “Bonds” shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) “Project” shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to the operation or infrastructure of the Water System for the purpose of providing safe drinking water to the customers thereof, as described in the Resolution.

(d) “Regulations” shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 44 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) “Resolution” shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached hereto as Exhibit B, adopted on May 1, 2023, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) “Water System” shall mean the drinking water system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the water facilities which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued water revenue bond or capital loan note of the Participant (the “Revenue Bond”) in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$3,248,000 (the “Loan”).

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent water treatment utility practices to complete

the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the

Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Water System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$16,240), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Water System; (ii) to maintain its Water System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of its respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Water System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Water System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Water System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without

limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Water System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any “non-governmental output property” within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations (“refinancing of indebtedness”) unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Water System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Water System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Water System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Water System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles (“GAAP”) as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the “continuing disclosure” requirements set forth in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Water System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an “Event of Default” under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Water System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

TAX EXEMPTION CERTIFICATE

of

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

\$3,248,000 Water Revenue Capital Loan Notes, Series 2023C

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 May 19, 2023, by the City of Ankeny, County of Polk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C (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 \$3,248,000 aggregate principal amount of Water Revenue Capital Loan Notes, Series 2023C, 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.
- "Current Refunded Portion" shall mean \$192,630.80 of the Bonds to refund the Refunded Bonds.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Financial Advisor" means PFM Financial Advisors LLC.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Reserve Fund, Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.
- "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$3,248,000, as set forth in Exhibit A.
- "Issuer" means the City of Ankeny, a municipal corporation in the County of Polk, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "New Money Portion" shall mean \$3,055,369.20 of the Bonds issued to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project.
- "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 Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project including sums already expended that meet the requirements of Section 2.8 hereof and repayment of the Refunded Bonds, as more fully described in the Resolution.
- "Project Fund" shall mean, as to the New Money Portion, the fund established under this Resolution for the deposit of a portion of the Proceeds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project. As to the Current Refunded Portion, "Project Fund" shall mean the portion of the Proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds; and.
- "Purchasers" means Iowa Finance Authority of Des Moines, Iowa, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Refunded Bonds" means \$192,630.80 of the \$235,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2022 dated October 21, 2022.
- "Refunding Bonds" means the Current Refunded Portion of the Bonds.
- "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 May 1, 2023, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, establishing that the Purchaser will not reoffer or sell the Bonds to the public.

ARTICLE II
SPECIFIC CERTIFICATIONS, REPRESENTATIONS
AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to amounts reasonably required in a reserve fund, the certifications of the Financial Advisor as set forth in Exhibit B hereto, and (6) with respect to Bond Yield, review of the Verification Certificate. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed

by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the

governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

(s) The Issuer has not employed a device in connection with the issuance of the Current Refunded Portion of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds disbursed over time are expected to be expended as follows:

(a) \$45,096 representing costs of issuing the Bonds (which includes IFA's \$16,240 Initiation Fee) will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) As to the New Money Portion, \$3,010,273.20 will be available to draw into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds. As to the Current Refunded Portion, \$192,630.80 will be used together with earnings thereon to pay the principal, interest and redemption premium, if any, on the Refunded Bonds. Refunded Bonds will be redeemed on May 19, 2023.

Issuer cash on hand will fund the Reserve Fund (see Section 2.6 herein for more information on the Reserve Fund).

Section 2.3 Purpose of Bonds

The Issuer is issuing the New Money Portion of the Bonds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project.

The Issuer is issuing the Current Refunding Portion of the Bonds to refund the Refunded Bonds prior to maturity in order to realize debt service savings due to lower interest rates payable on the Refunding Bonds.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. All of the financed facilities are owned by the City and are expected to be used by the public generally, including commercial and industrial users. There are no contractual arrangements or agreements between the City and any commercial or industrial user of the Water Utility, and there are no other lease, management contract or other similar arrangements with respect to the Water Utility. Commercial or industrial users of the Water Utility may be or become subject to different rates or charges than those imposed on residential customers, depending on the volume of the water they purchase. All such charges, however, are or will be imposed by virtue of City ordinances applicable to all entities meeting the standards set forth therein. No other charges or payments will be imposed or paid to the City by any contributing industry for water services or Project-related construction and acquisition beyond those mandated by ordinance for certain classes of users.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Output Facilities (water facilities)

The Issuer will use all or a portion of the Proceeds of the Bonds to finance an output facility.

The Issuer will comply with the Code and Regulations with respect to output facilities applicable to the Bonds.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the New Money Portion of the Project will have commenced and will proceed with due diligence to completion.

(d) Due Diligence Test. The Issuer has incurred a substantial binding obligation to accomplish the refunding. The refunding will proceed with due diligence to completion.

(e) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

(e) A Reserve Fund is established to secure the Bonds, however, the Issuer does not expect that principal of or interest on the Bonds will be paid from the Reserve Fund. Monies in the Reserve Fund will not be accumulated except to a reasonable extent. Within one year of receipt, earnings upon the investment of the Reserve Fund monies will be commingled with other revenues from the operations of the Issuer which are substantial in amount for accounting and expenditure.

(f) The amounts on deposit in the Reserve Fund will at all times be equal to or less than the Allowable Reserve Fund Amount. However, if the amount in the Reserve Fund exceeds the Allowable Reserve Fund Amount, such excess must be invested at a yield no higher than the Bond Yield or will be invested in Tax Exempt Obligations.

(g) For purposes of Subsections (e) and (f), the following terms shall have the meanings set forth below:

(1) "Allowable Reserve Fund Amount" as described in Regulation 1.148-2(f)(2) means an amount equal to the lesser of (10) percent of the stated principal amount of the Bonds, the maximum annual principal and interest coming due on the Bonds, or 125% of the average annual principal and interest coming due on the Bonds. The Allowable Reserve Fund Amount is computed to be \$207,540 (maximum annual debt service on the Bonds).

(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, \$3,248,000, 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, \$3,248,000 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 2023C 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 2023C Share for the Bond Fund and Reserve Fund. The Series 2023C 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 2023C Share. The Issuer may, at any time, use any other allocation method for the Reserve Fund or the Bond Fund allowed by Regulation 1.148-6(e)(6).

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 1.749974% 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 – New Money Portion Only

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

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

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

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

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

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

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

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

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

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

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

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

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

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

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;

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

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

- Election to Treat as Construction Bonds.

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

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

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

- Election with respect to future earnings

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

- 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"

VERIFICATION CERTIFICATE OF THE PURCHASER

The undersigned officer of the Iowa Finance Authority (the "Purchaser"), hereby certifies as follows:

1. The Purchaser and the City of Ankeny, Iowa (the "Issuer"), have entered into a Loan and Disbursement Agreement (the "Agreement"), providing for the purchase of a \$3,248,000 Water Revenue Capital Loan Note of the City dated as of the date of delivery (the "Notes").

2. The Agreement is in full force and effect and has not been repealed, rescinded or amended.

3. The Purchaser hereby confirms that the Notes were purchased at par and will not be reoffered to the public, the terms of purchase being as follows:

<u>Principal Amount Issued</u>	<u>Principal Amount Sold</u>	<u>Interest Rate</u>	<u>Price (% of par) (do not include accrued interest)</u>
\$3,248,000	None	1.75%	100%

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

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT "B"

CERTIFICATE OF FINANCIAL ADVISOR

I, the undersigned, do hereby certify that I am the _____ of PFM Financial Advisors LLC (the "Financial Advisor"). The Financial Advisor acknowledges that this Certificate is given, in part, as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Ankeny, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, of the Issuer (the "Bonds"), and as a basis for certain opinions of Ahlers & Cooney, P.C., Bond Counsel, with regard to the tax-exempt status of the Bonds. All definitions contained in the Tax Exemption Certificate are hereby incorporated by reference.

1. Since Issuer revenues are subject to changes beyond its control, potential purchasers of the Bonds expect a reserve fund to be established to provide some measure of protection for their investments and to provide a workout period for the Issuer in case of adversity.

2. A reasonable time period for providing a workout is one year. Therefore, the reserve fund provided in the Resolution authorizing the issuance of the Bonds is, in our opinion, reasonably required under current market conditions.

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

PFM FINANCIAL ADVISORS LLC

By:_____

Title:_____

EXHIBIT "C"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Administrative Services Director of the City of Ankeny, 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 \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, of the Issuer (the "Bonds").

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

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

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

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

ANKENY, IOWA

By: _____

Title: Administrative Services Director



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 1, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Public Hearing - Amend Current City Budget Fiscal Year July 1, 2022 - June 30, 2023 - 5/15/23 @ 5:30 p.m.*
- *Public Hearing - Delaware Ground Storage Reservoir Rehabilitation - 5/15/23 @ 5:30 p.m.*
- *Public Hearing - Annexation - Hope K. Farms, LLC & Clayton Mitchell Living Trust - 6/5/23 @ 5:30 p.m.*
- *Public Hearing - Creekside Park Improvements - 6/5/23 @ 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