



ANKENY CITY COUNCIL

Regular Meeting

Monday, April 3, 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 April 3, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the April 3, 2023 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-28 Proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan.

Action# C1-1. Consider motion to close Public Hearing 2023-28.

2. PH 2023-29 Proposed 2023 Asphalt Street Resurfacing Program - SW Ordinance Road

Action# C2-1. Consider motion to close Public Hearing 2023-29.

3. PH 2023-30 Proposed Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 - June 30, 2024

Action# C3-1. Consider motion to close Public Hearing 2023-30.

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 March 20, 2023, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Receive and file minutes of the Plan and Zoning Commission meeting of March 7, 2023.
- CA - 3** Receive and file minutes of the Zoning Board of Adjustment meeting of February 21, 2023.
- CA - 4** Receive and file minutes of the Library Board of Trustee meeting of February 16, 2023.

- **Licenses and Permits**

- CA - 5** Consider motion to approve the issuance of liquor licenses, beer / wine permits, and / or Automatic Renewal Program of class "E" retail alcohol licenses in the City of Ankeny.

- **Finance/Budget**

- CA - 6** Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$36,900.00 with Snyder & Associates, Inc. for construction engineering services on the N Ankeny Boulevard Landscape Improvements, specifically at the N Ankeny Boulevard & 18th Street intersection.

- CA - 7** Consider motion to approve Payment #1 in the amount of \$1,403.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.
- CA - 8** Consider motion to approve Payment #33 in the amount of \$4,225.03 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
- CA - 9** Consider motion to approve Payment #1 in the amount of \$14,652.14 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
- CA - 10** Consider motion to approve Payment #33 in the amount of \$13,790.00 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 #23 in the amount of \$23,303.05 to FOX Strand, for engineering services on the Ankeny ASR project.
- CA - 12** Consider motion to approve Payment #5 in the amount of \$1,815.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
- CA - 13** Consider motion to approve Payment #20 in the amount of \$16,465.00 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
- CA - 14** Consider motion to approve Payment #9 in the amount of \$1,193.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 15** Consider motion to approve Payment #29 in the amount of \$750.10 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
- CA - 16** Consider motion to approve Payment #25 in the amount of \$22,707.12 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 17** Consider motion to approve Payment #26 in the amount of \$3,409.75 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
- CA - 18** Consider motion to approve Payment #20 in the amount of \$16,026.72 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 19** Consider motion to approve Payment #22 and final payment in the amount of \$2,179.65 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
- CA - 20** Consider motion to approve Payment #28 in the amount of \$6,494.93 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 21** Consider motion to approve Payment #11 in the amount of \$2,391.55 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
- CA - 22** Consider motion to approve Payment #12 in the amount of \$2,455.00 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility

Improvements - Phase 2 project.

- CA - 23** Consider motion to approve Payment #39 in the amount of \$2,967.92 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
- CA - 24** Consider motion to approve Payment #2 in the amount of \$6,938.80 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA - 25** Consider motion to approve Payment #3 in the amount of \$15,039.75 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
- CA - 26** Consider motion to approve the April 3, 2023 Accounts Payable. (Finance Committee: J. Perry, Chp, J. Ruddy, T. Shafer)
- CA - 27** Consider motion to adopt **RESOLUTION** approving Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community.
- CA - 28** Consider motion to adopt **RESOLUTION** adopting a schedule of fees and charges for certain permit activities as authorized by the City of Ankeny, Iowa Municipal Code.
- CA - 29** Consider motion to adopt **RESOLUTION** adopting a schedule of fees for certain development activities as authorized by the City of Ankeny, Iowa, Municipal Code.
- CA - 30** Consider motion to adopt **RESOLUTION** establishing charges for curbside recycling services for the City of Ankeny, Iowa, effective July 1, 2023.
- CA - 31** Consider motion to adopt **RESOLUTION** adopting a schedule of fees for certain Police Department services.

- **Personnel Items**

- CA - 32** Consider motion to approve the new classification position descriptions recommended in the FY 2024 budget for the following positions: Police Sergeant - Traffic Unit, Utilities Supervisor - Water and Utilities Supervisor - Wastewater.
- CA - 33** Consider motion to adopt **RESOLUTION** amending the City of Ankeny Employee Handbook.
- CA - 34** Consider motion to adopt **RESOLUTION** relating to the revision of the Financial Policy of the Standard Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.

- **Community Development Items**

- CA - 35** Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Aspen Ridge Commercial Plat 2.
- CA - 36** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Aspen Ridge Commercial Plat 2.
- CA - 37** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in Aspen Ridge Commercial Plat 2.
- CA - 38** Consider motion to adopt **RESOLUTION** approving plans and specifications,

contracts, and performance and maintenance bonds for the construction of street paving in Aspen Ridge Commercial Plat 2.

- CA - 39** Consider motion to adopt **RESOLUTION** accepting a Public Water Main Easement associated with the development of Lots 2, 3, and 4, Park Sight Office Park at Prairie Trail Plat 4.
- CA - 40** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider amending provisions of the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations. (date of hrg: 4/17/2023 @ 5:30 p.m.)
- CA - 41** Consider a motion to receive and file correspondence from Michael and Donna Westbrook, requesting to vacate a portion of City owned roadway easement located north of the home at 2943 SW 3rd Street, south of W 1st Street and east of SW Irvinedale Drive and refer to the Plan & Zoning Commission for its study and recommendation.

- **Engineering Items**

- CA - 42** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of utilities for the NE Four Mile Drive Creek Crossing project.
- CA - 43** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of subgrade for the NE Four Mile Drive Creek Crossing project.
- CA - 44** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contract, performance and maintenance bonds for the construction of paving and associated road improvements for the NE Four Mile Drive Creek Crossing project and Phase 1 of the The Crossings at Deer Creek Plat 15 project.
- CA - 45** Consider motion to adopt **RESOLUTION** approving and authorizing a Letter of Agreement (LOA) with the Des Moines Area Regional Transit Authority (DART) for the installation of a public transit bus shelter (Shelter) located on City of Ankeny (City) property near 704 West First Street.

- **Capital Improvement Projects**

- CA - 46** **2022 CIPP Lining Project**: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Hydro-Klean of \$685,368.80; c) Approval of change order #1 in the amount of \$1236.40; d) Final Payment #5 in the amount of \$31,661.55 / Release of Retainage in the amount of \$34,268.44.

- **Administrative Items**

- CA - 47** Consider motion to adopt **RESOLUTION** approving construction contract and bond with J&K Contracting, in the amount of \$2,000,000.00 for the North Four Mile Creek Trunk Sewer project.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-47.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-47.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

• **Approval of Ordinances:**

1. Ord 2136 An Ordinance vacating a water main easement on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2136, sending it on its final passage and publication as required by law.

Action# H1-2. Consider motion to adopt RESOLUTION authorizing the sale of real estate vacated by the City of Ankeny to Veridian Credit Union and DRA Properties, LC.

2. Ord 2137 An Ordinance amending Chapter 15 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to mayor appointments.

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2137, sending it on its final passage and publication as required by law.

3. Ord 2138 An Ordinance amending Chapter 31 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to human rights commission appointed.

Action# H3-1. Consider motion to accept third consideration of ORDINANCE 2138, sending it on its final passage and publication as required by law.

4. Ord 2140 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

Action# H4-1. Consider motion to accept third consideration of ORDINANCE 2140, sending it on its final passage and publication as required by law.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan. (PH 2023-28)

Action# J1-1. Consider motion to receive and file the report from the consultation meeting held on March 15, 2023.

Action# J1-2. Consider motion to adopt RESOLUTION determining an area of the City to be a blighted and economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan.

2. Proposed 2023 Asphalt Street Resurfacing Program - SW Ordinance Road (PH 2023-29)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$331,094.00; 2) receive and file report of bids received

March 28, 2023; 3) adopt RESOLUTION making award of construction contract with OMG Midwest dba Des Moines Asphalt & Paving in the amount of \$287,826.95; and 4) adopt RESOLUTION approving contract and bonds with OMG Midwest dba Des Moines Asphalt & Paving in the amount of \$287,826.95.

3. Proposed Fiber Optic Network Upgrade
Professional Services Agreement with Olsson, Inc.

Action# J3-1. Consider a motion to approve the Professional Services Agreement with Olsson, Inc. for the design engineering and survey services for the Fiber Optic Network Upgrade in an amount not to exceed \$423,644.46 and authorize the Mayor to execute said agreement.

4. Proposed Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 - June 30, 2024 (PH 2023-30)

Action# J4-1. Consider motion to adopt RESOLUTION adopting the proposed budget for Fiscal Year July 1, 2023 - June 30, 2024.

5. Personnel Changes

Action# J5-1. Consider motion to adopt RESOLUTION authorizing personnel changes approved in the Fiscal Year 2023 Budget Amendment and Fiscal Year 2024 Budget.

6. FY 2024 Hotel/Motel Tax Distribution

Action# J6-1. Consider motion to adopt RESOLUTION establishing the hotel/motel tax distribution for Fiscal Year 2024.

7. FY 2024 Fund Transfers

Action# J7-1. Consider motion to adopt RESOLUTION approving Fiscal Year 2024 fund transfers.

8. \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A

Action# J8-1. 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 \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A, 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 - Amending Zoning Ordinance - Chapter 193 - Flood Plain Regulations - 4/17/23 @ 5:30 p.m.***
- ***Regular Council Meeting - 5/1/23 @ 5:30 p.m.***
- ***Regular Council Meeting - 5/15/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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

April 3, 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:

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

April 3, 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:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the April 3, 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 April 3, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

PH 2023-28:

Proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan.

EXECUTIVE SUMMARY:

The proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan, which was last amended in 2021, includes the addition of the following public improvement projects:

- SW State Street reconstruction from SW Ordinance Road to West 1st Street (southbound lanes)
- SW Oralabor Road and SW State intersection improvements and construction of a pedestrian underpass
- West 1st Street widening and improvements - Phase 2

These projects were not included in previous plan updates and projects are required to be in the plan if tax increment financing is used to support public improvements. This amendment also includes the addition

of land to allow for the inclusion of the West First 1st Street widening project.

FISCAL IMPACT: No

Adding public improvement projects and land area to an Urban Renewal Area has no fiscal impact. Projects are approved by the City Council as part of the City's Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

To approve amendment 13 to the 1989 Ankeny Economic Development Urban Renewal Plan as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

This urban renewal area and plan was most recently amended in 2021.

PUBLIC OUTREACH EFFORTS:

A consultation meeting with all affected taxing entities was held on March 15, 2023. A report from that meeting is attached.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-28.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Amend No. 13 Consultation Notes
 Amend No. 13 1989 UR Plan
 Amend No 13 1989 Final Reso



PUBLIC HEARING 2023-28

5:30 P.M.

APRIL 3, 2023

**PROPOSED AMENDMENT NO. 13 TO THE 1989 ANKENY ECONOMIC
DEVELOPMENT URBAN RENEWAL PLAN**

Mayor:

This is the time and place for a public hearing on the matter of the adoption of the proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan.

Notice of this hearing was published in the Des Moines Register on the 17th day of March, 2023.

Mayor:

“Has any written correspondence been received regarding this amendment to the Urban Renewal Plan”?

City Clerk:

None in the clerk’s office.

Mayor:

I would like to request Derek Lord, Economic Development Director, acting as the designated representative for the City of Ankeny with respect to the consultation meeting held with the affected taxing entities to discuss the proposed amendment. A consultation meeting was held on March 15 @ 10:00 a.m., in the City Hall.

Mayor:

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-28.

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



Derek Lord

Economic Development Director
(p) 515.965.6430
dlord@ankenyiowa.gov

MEMORANDUM

TO: Honorable Mayor and City Council

DATE: March 15, 2023

RE: *Amendment No. 13 to the 1989 Ankeny Economic Development
Urban Renewal Plan – Consultation Meeting*

City staff held a consultation meeting on Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan at 10:00 AM on March 15, 2023 at Ankeny City Hall. Notices of this meeting were sent to the Ankeny Community School District, Saydel Community School District and Polk County.

No representatives from the Ankeny Community School District, Saydel Community School District or Polk County attended this consultation meeting or reached out to discuss this amendment.

No written comments were received regarding this amendment.

AMENDMENT NO. 13

to the

**1989 ANKENY ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN**

CITY OF ANKENY, IOWA

Original Area Adopted – 1989

Amendment No. 1 – 1994
Amendment No. 2 – 2003
Amendment No. 3 – 2003
Amendment No. 4 – 2005
Amendment No. 5 – 2012
Amendment No. 6 – 2015
Amendment No. 7 – 2017
Amendment No. 8 – 2018
Amendment No. 9 – 2018
Amendment No. 10 – 2019
Amendment No. 11 – 2020
Amendment No. 12 – 2021
Amendment No. 13 – 2023

**AMENDMENT NO. 13
TO THE
1989 ANKENY ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN**

CITY OF ANKENY, IOWA

INTRODUCTION

The 1989 Ankeny Economic Development Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the 1989 Ankeny Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1989, and subsequently amended 12 times, is being further amended by this Amendment No. 13 (“Amendment No. 13” or “Amendment”) to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the original 1989 Ankeny Economic Development Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

BASE VALUE

The property included in the original Plan, adopted in 1989, the property added or removed by each prior amendment, and the property added by this Amendment No. 13 each may be referred to as “Subareas” in this Amendment. All Subareas of the Urban Renewal Area are depicted in Exhibit B. The property included in the original Plan, adopted in 1989, is called the “Original Subarea”. The property added by this Amendment is called the “Amendment No. 13 Subarea.” The Subareas make up the total Urban Renewal Area. The City is not intending to place the Amendment No. 13 Subarea into a tax increment financing ordinance. Nothing in this Amendment affects already established frozen base values for any pre-existing Subarea previously placed in a tax increment financing ordinance.

DESCRIPTION OF AREA

The legal description of the property being added to the Urban Renewal Area by this Amendment No. 13 is attached hereto as Exhibit A. A depiction of the Area after this Amendment, including all Subareas, is set out in Exhibit B.

AREA DESIGNATION

The Urban Renewal Area has previously been designated as a mixed-use area for both the promotion of economic development, commercial and industrial development, and blight remediation. That designation is not changed by this Amendment. The property being added by Amendment No. 13 is designated as appropriate for the promotion of economic development – commercial and industrial.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and updated January 17, 2023. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects have been authorized prior to the date of this Amendment, and many are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in prior amendments.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 13)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
SW Oralabor Road and SW State Street intersection improvements and construction of a pedestrian underpass	2023 - 2024	\$5,255,000 – \$10,510,000	Improves traffic flow and pedestrian access and promotes commercial development
SW State Street Reconstruction – SW Ordinance Road to West 1 st Street (SB Lanes)	2023	\$1,825,000 - \$3,650,000	Improves deteriorated pavement conditions through busy commercial and industrial corridor

West 1 st Street widening and improvements – Phase 2	2024 - 2027	\$12,100,000 - \$24,200,000	Improves traffic flow and promotes commercial redevelopment
TOTAL		\$19,180,000 - \$38,360,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$35,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL DATA

1.	July 1, 2022 constitutional debt limit:	\$395,854,796
2.	Current outstanding general obligation debt:	\$110,000,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 13) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will	\$54,680,000 - \$73,860,000 for future projects This total does not include

	consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 13) as described above to be funded by TIF Funds will be approximately as stated in the next column:	financing costs related to debt issuance, which will be incurred over the life of the Area.
--	--	---

REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment No. 13 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, ordinance or any other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The Original 1989 Urban Renewal Area and Plan was adopted in March of 1989 and debt was certified thereafter. The Original Plan contained no sunset and none was required by law at the time of adoption; accordingly, the Original Subarea has no sunset. Amendment No. 1 to the 1989 Urban Renewal Area and Plan was adopted in February of 1994, and debt was certified shortly thereafter. The City self-imposed a sunset date as to the Amendment No. 1 Subarea that was not required by statute. The self-imposed sunset was June 30, 2004 and effective “thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, 1993, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance the Urban Renewal Project”. The City has certified for incremental taxes continuously since Amendment No. 1 was adopted in order to pay for loans, monies advanced or indebtedness incurred by the City so the Amendment No. 1 self-imposed sunset has not expired. In Amendment No. 5, the City eliminated this self-imposed sunset and elected the same sunset for the Amendment No. 1 Subarea as is applicable to the Amendment No. 2 Subarea, or Fiscal Year 2023/2024. The Amendment No. 2 Subarea was approved by the City Council on May 19, 2003, and debt was certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 2 Subarea. The Amendment No. 3 Subarea was approved by the City Council on November 17, 2003, and debt certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 3 Subarea. Amendment No. 4 designated property within the Original Subarea as appropriate for blight remediation. Notwithstanding any inconsistent document, no sunset exists for an Urban Renewal Area that contains blight, so the Amendment No. 4 Subarea has no sunset. The Amendment No. 5 Subarea was approved by the City Council in 2012, and debt certified in 2012; therefore fiscal year 2032/2033 is the last year that tax increment can be collected in the Amendment No. 5 Subarea. Amendment No. 6 and 7

did not add land so no sunset date applies. Likewise, no sunset applies to the Amendment No. 8 Subarea because Amendment No. 8 primarily removed property, and the property added by Amendment No. 8 was public right of way and no increment will be collected therefrom. The Amendment No. 9 Subarea was approved by the City Council in 2018, a TIF Ordinance placed on the Subarea in 2018, and debt certified in 2018; therefore, fiscal year 2038/2039 will be the last year that tax increment can be collected in the Amendment No. 9 Subarea. The Amendment No. 10 Subarea was approved by the City Council in 2019, a TIF Ordinance placed on the Subarea in 2019, and debt certified in 2019; therefore, fiscal year 2039/2040 will be the last year that tax increment can be collected in the Amendment No. 10 Subarea. The Amendment No. 11 Subarea was approved by the City Council in 2020, a TIF Ordinance placed on the Subarea in 2020, and debt certified in 2020; therefore fiscal year 2040/2041 will be the last year that tax increment can be collected in the Amendment No. 11 Subarea. The Amendment No. 12 Subarea was approved by the City Council in 2021, a TIF Ordinance placed on the Subarea in 2021, and debt certified in 2021; therefore fiscal year 2041/2042 will be the last year that tax increment can be collected in the Amendment No. 12 Subarea. No sunset applies to the Amendment No. 13 Subarea because the City is not intending to place the property added by Amendment No. 13 into a TIF Ordinance.

EXHIBIT A
LEGAL DESCRIPTION OF AMENDMENT NO. 13 SUBAREA

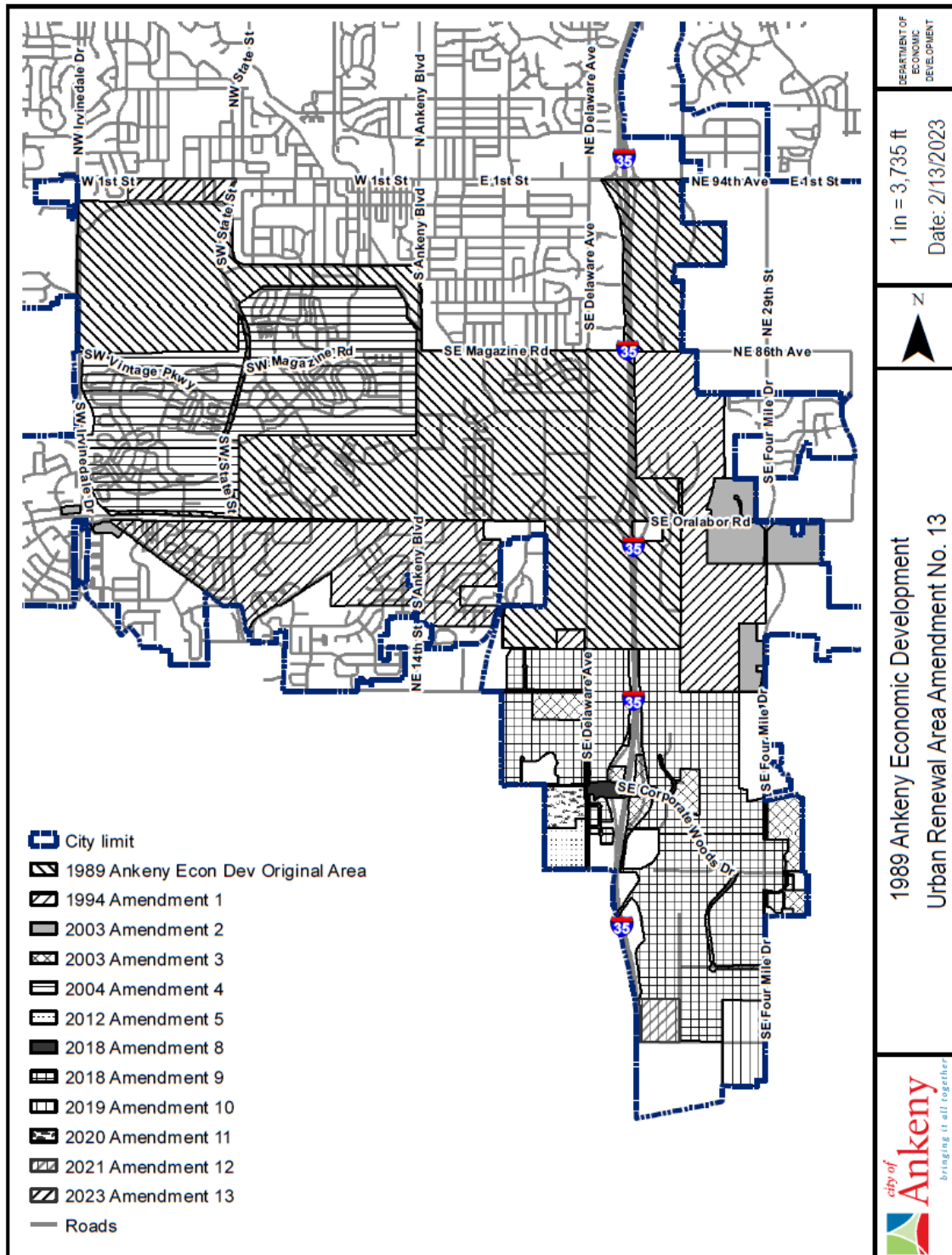
PART OF THE SOUTH ½ OF SECTION 15 AND A PART OF THE NORTH ½ OF SECTION 22 ALL BEING IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CHRISTIAN CHURCH ESTATES, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 AND BEING A POINT ON THE SOUTH LINE OF LOT A OF GOLFVIEW TERRACE PLAT 4, BEING AN OFFICIAL PLAT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 TO THE SOUTHWEST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 AND ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 EXTENDED NORTH TO THE NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND BEING ON THE NORTH LINE OF STREET LOT A OF GOLFVIEW TERRACE PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHWEST CORNER OF LOT A OF LAKEVIEW PLAZA PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHEAST CORNER OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHWEST CORNER OF LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 4, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 4 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 4 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 2 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 2 AND BEING SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 6, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 6 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 6 AND BEING THE SOUTHWEST CORNER OF LOT 32 OF FRONTIER VILLAGE PLAT 8, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 32 TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID

LOT 32 TO THE NORTHWEST CORNER OF LOT A OF HANDIMART PLAT 1, BEING AN OFFICIAL PLAT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID HANDIMART PLAT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE TO THE EAST LINE OF LOT A; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG SAID EAST LINE OF HANDIMART PLAT 1 TO THE SOUTHEAST CORNER OF SAID LOT A OF HANDIMART PLAT 1 AND BEING THE SOUTHWEST CORNER OF LOT F OF SAID FRONTIER VILLAGE PLAT 8; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT F OF FRONTIER VILLAGE PLAT 8 TO THE INTERSECTION OF THE WEST LINE OF LOTS 64-68 OF WEST LAWN PLACE PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 EXTENDED NORTH AND ALONG THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 TO THE INTERSECTION OF THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY; THENCE WEST ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY AND BEING ALONG THE NORTH LINE SW 3RD STREET RIGHT-OF-WAY AND BEING ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 6 AND BEING THE SOUTHEAST CORNER OF WESTLAWN PLACE PLAT 7, BEING AN OFFICIAL PLAT; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID WESTLAWN PLACE PLAT 7 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 7; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SAID SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 7 EXTENDED WEST TO THE EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET BEING 33.00 FEET EAST OF THE EAST LINE OF LAKEVIEW PLAZA PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED SOUTHERLY; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH TO THE INTERSECTION OF THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG SAID SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST AND ALONG THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 TO THE SOUTHWEST CORNER OF SAID LAKEVIEW PLAZA PLAT 3 AND BEING THE SOUTHEAST CORNER OF SAID CHRISTIAN CHURCH ESTATES; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG THE SOUTH LINE OF SAID CHRISTIAN CHURCH ESTATES TO THE POINT OF BEGINNING AND CONTAINING 53.66 AC (2,337,259 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EXHIBIT B **MAP OF URBAN RENEWAL AREA FOLLOWING ADOPTION OF** **AMENDMENT NO. 13**



RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 13 TO THE 1989 ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 62-89, adopted April 17, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1989 Ankeny Economic Development Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the 1989 Ankeny Economic Development Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan has been amended several times, most recently by Amendment No. 12 approved by Resolution No. 2021-374 adopted on October 4, 2021, and which Plan, as amended, is on file in the office of the Recorder of Polk County; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

Beginning at the North quarter corner of Section 19, T80N, R23W; thence South to the South line of the North ½ of the Northeast 1/4 of Section 19, T80N, R23W; thence East to the center of the Northeast 1/4 of Section 19, T80N, R23W; thence South to the South quarter corner of the Northeast 1/4 of Section 19, T80N, R23W; thence West to a point 264 feet West of the center of Section 19, T80N, R23W;; thence South 495 feet; thence East to a point 495 feet South of the center of Section 19, T80N, R23W; thence South to the South quarter corner of Section 19, T80N, R23W; thence West to the East right-of-way line of Interstate 35; thence Southerly along said right-of-way to the North line of the South ½ of the Southwest quarter of Section 30, T80N, R23W; thence East to the West line of the Southeast 1/4 of Section 30, T80N, R23W; thence South to the centerline of S.E. Oralabor Road; thence West to the Southeast corner of the SW-1/4 of the SW-1/4 of Section 30, T80N, R28W; thence South 890.35 feet; thence Northeasterly to a point 1,217 feet West of and 630 feet South of the North quarter corner of Section 31, T80N, R23W; thence East 626.6 feet; thence North 562.04 feet; thence East 419.21 feet; thence North 17.96 feet; thence East 171.55 feet to a point 50 feet South of the North quarter corner of Section 31, T80N, R23W; thence South along the North/South centerline of said Section 31, T80N, R23W to the Southeast corner of the NE-1/4 of the SW-1/4 of Section 31, T80N, R23W; thence West along the South line of the N-1/2 of the SW-1/4 of Section 31, T80N, R23W; to the West right-of-way line of

S.E. Delaware Avenue; thence North 596.85 feet along said right-of-way line; thence West 903.78 feet; thence South 596.85 feet; thence West 1,642 feet to a point 50 feet East of the Southwest corner of the NW-1/4 of the SE-1/4 of Section 36, T80N, R24W; thence Northerly to a point 89 feet East of the center of Section 36, T80N, R24W; thence East 1,231 feet; thence North along the North/South centerline of the Northeast 1/4 of Section 36, T80N, R24W to the centerline of Oralabor Road; thence West to a point 480 feet East of the North quarter corner of the Northwest 1/4 of Section 36, T80N, R24W; thence South 867.5 feet; thence West 480 feet; thence North to the centerline of Southeast Oralabor Road; thence West to the intersection of South Ankeny Boulevard and Southeast Oralabor Road; thence West to the East right-of-way line of N.W. Polk City Road; thence North along said right-of-way to the North line of Section 27, T80N, R24W; thence West to the Northwest corner of Section 27, T80N, R24W; thence North along the West line of Section 22, T80N, R24W to the North right-of-way line of S.W. 3rd Street; thence East along the North right-of-way line of S.W. 3rd Street to its intersection with the East right-of-way line of S.W. State Street; thence South along said East right-of-way line to its intersection with the North line of the South 1/4 of Section 23, T80N, R24W; thence East to the East right-of-way line of South Ankeny Boulevard; thence South along said right-of-way line to the North right-of-way line of S.E. Magazine Road; thence East to the West right-of-way line of Interstate 35; thence North along said line to the centerline of E. 1st Street; thence East to the point of beginning.

AMENDMENT NO. 1 AREA

Beginning at the south 1/4 corner of Section 19, T80N, R23W; thence east to the east line of the west 14 acres of the NW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence south to the north line of the SW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence east to the east line of the SW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence south along said line to a point 1319.43' E and 431.12' N of the S 1/4 corner of Section 30; thence N 89E 39' 54" W, 12.86'; thence S 00E 20' 06" W, 33.22'; thence S 89E 41' 23" W, 135.80'; thence S 03E 29' 07" W, 43.21'; thence N 89E 48' 56" W, 269.48'; thence S 01E 28' 18" E, 355.09' to the S line of Section 30; thence westerly along said line to the west line of the E 15.36 acres of the NW 1/4 of the NE 1/4 of Section 31, thence S to the S line of the NW 1/4 of the NE 1/4 of Section 31; thence easterly to the E line of Section 31; thence S along said E Section line 1840.72'; thence N 89E 55' 58" W, 813.52'; thence S 00E 00' 00" E, 5285.02'; thence N 88E 37' 53" W, 1,010.29'; thence N 00E 00' 00" E, 763.43'; thence N 88E 21' 58" W, 835.19'; thence N 00E 08' 03" E, 415.28'; thence westerly to the E ROW line of I-35; thence northerly along said ROW line to the S line of the N 1/4 of the SW 1/4 of Section 31; thence east to the southeast corner of the NE 1/4 of the SW 1/4 of Section 31; thence north along the centerline of section 31, T80N, R23W to the north line of the south 1/4 of the SW 1/4 of Section 30; thence west to the east ROW line of I-35; thence northerly along said ROW to the north line of Section 30; thence east along said north line to the P.O.B.

AND

The NE 1/4 of the SE 1/4 of the SE 1/4, and the west 60 acres of the south 1/2 of the SE 1/4, and the SE 1/4 of the SE 1/4 of the SE 1/4, all in Section 36, Township 80 North, Range 24 West of the 5th P.M., Polk County, Iowa, and Lot 1 in Carney Acres an official plat in Polk County, Iowa and the abandoned railroad right-of-way lying east of and adjacent to the east line of said Lot 1 in Carney Acres, and;

Beginning at a point on the East line of said SE 1/4 of Section 36 being 725.61 feet South of the East 1/4 corner of said Section 36; thence continuing South 00E 00' East, along said East line 596.85 feet to the SE 1/4 corner of the North 1/2 of said SE 1/4, Section 36; thence South 89E 46' 31" West, along the South line of the North 1/2 of the SE 1/4 said Section 36, 948.78 feet; thence North 00E 00' East, 596.85 feet; thence North 89E 46' 31" East, 948.78 feet to the point of beginning.

AND

Beginning at a point at the intersection of the north and west lines of Oralabor Cemetery; thence south to the south line of Oralabor Cemetery; thence east to the west ROW of the Chicago and Northwestern Railroad; thence southerly along said ROW to a point 613' north of the south line of the NW 1/4 of Section 36; thence west 1256'; thence south to the south line of the NW 1/4 of Section 36; thence east to the west ROW line of the Chicago and Northwestern R.R.; thence southwesterly along said ROW to the intersection of a line parallel to and 625' south of the north line of the south 1/2 of Section 32; thence west 2010.36'; thence north along the west line of Section 36 to the NW corner of Section 36; thence west to the west ROW line of S. Ankeny Blvd.; thence south along said ROW 350'; thence west 260'; thence south 142'; thence south along said ROW line to the south line of NE 1/4; thence west to the center of said section; thence north to the south ROW line of SW Ankeny Road; thence southwesterly along said ROW line to a point on the south line of the NW 1/4 of Section 35; thence west along said line to the west ROW line of SW Ankeny Road; thence S 56E 26' 00" W, 509.6'; thence southwesterly 605.4' on an 828.9' radius curve concave southeasterly, the cord for which bears S 35E 30' 30" W and has a length of 592.1'; thence S 79E 02' 00" W, 48.8'; thence N 10E 58' 00" W, 779.9' to the N line of the SE 1/4 of Section 34; thence west along said line to a point being the west ROW line of NW Polk City Dr.; thence north along said ROW line to a point on the north line of Section 34; thence east along the north Section line of Section 34 to a point on the north Section line of Section 36, T80N, R24W being the point of beginning.

AMENDMENT NO. 2 AREA

Area A

Clark

Polk County Geo Parcel Number: 8023-30-451-012

Polk County Geo Parcel Number: 8023-30-451-013

Lauridsen

Polk County Geo Parcel Number: 8023-30-476-013

Polk County Geo Parcel Number: 8023-30-476-014

Polk County Geo Parcel Number: 8023-30-476-015

Polk County Geo Parcel Number: 8023-30-476-016

Polk County Geo Parcel Number: 8023-30-476-017

Polk County Aviation Authority

Polk County Geo Parcel Number: 8023-31-200-006

Polk County Geo Parcel Number: 8023-31-200-007

Polk County Geo Parcel Number: 8023-31-200-011

Robert Johnson and Kathryn Zimmer

Polk County Geo Parcel Number: 8023-31-200-010

Polk County Geo Parcel Number: 8023-32-101-002

Area B

Polk County Aviation Authority

Polk County Geo Parcel Number: 8023-31-400-029

Mc Dermott

Polk County Geo Parcel Number: 8023-31-400-026

Polk County Geo Parcel Number: 8023-31-400-027

Wangsness

Polk County Geo Parcel Number: 8023-31-400-023

Area C

Sheldahl & Associates, Incorporated

A PART OF THE SOUTHEAST 1/4 OF SECTION 28 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 27, ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE NORTH 0° 21' 52" EAST, 214.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 88° 15' 58" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 111.62 FEET; THENCE SOUTH 84° 50' 56" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 302.85 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 11,564.12 FEET, WHOSE ARC LENGTH IS 2.08 FEET AND WHOSE CHORD BEARS SOUTH 85° 02' 22" WEST, 2.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SW WOODBURY LANE; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.14 FEET AND WHOSE CHORD BEARS NORTH 50° 06' 51" WEST, 35.26 FEET; THENCE NORTH 5° 15' 45" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 186.57 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 525.00 FEET, WHOSE ARC LENGTH IS 8.47 FEET AND WHOSE CHORD BEARS NORTH 5° 42' 56" WEST, 8.47 FEET; THENCE NORTH 84° 50' 57" EAST, 600.83 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF IRVINEDALE DRIVE; THENCE SOUTH 2° 34' 59" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 236.40 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF ORALABOR ROAD; THENCE SOUTH 88° 15' 58" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 127.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.99 ACRES (130,416 SF).

Warren Mgr Inc.

Polk County Geo Parcel Number: 8024-34-103-003

Warren Transport Inc.

Polk County Geo Parcel Number: 8024-34-103-005

William C. Knapp

Polk County Geo Parcel Number: 8024-34-103-004
(Lot 50, Tradition Greens Plat 1)

Polk County Geo Parcel Number: 8024-34-102-017
(Lot 51, Tradition Greens Plat 1)

AMENDMENT NO. 3 AREA

EX BEG 510.3F E OF NW COR THN S650F W30F S250F E 480F N 900F W 450F TO POB- NE FRL 1/4 LESS RR & RD SEC 1-79-24 Polk County Geo Parcel: 7924-01-200-004

AND

EX E 478.5F- N 1/4 NE 1/4 LESS RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-200-001

AND

EX BEG 1327.15F E & 789.08F N OF S 1/4 COR SECTION 6 THN W 845.02F NE 556.12F E 763.21F S 531.62F TO POB- SW 1/4 SE 1/4 LESS 1.77 A RY & RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-021

AND

EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W500.63F TO POB- NW FRL 1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/4 LESS RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-100-008

AND

EX 1 SQUARE A NW COR & PARCEL F BK 8529 PG 964 BEG 884.67F E OF NW COR THN E 435F S 545F W 435F N 545F TO POB & BEG 1314.2F N OF W 1/4 COR OF SEC THN N 258F ALNG W LN E 100F S 258F W 100F TO POB- NW 1/4 NW 1/4 LESS 2.24A RD SEC 8-79-23 Polk County Geo Parcel: 7923-08-100-009

AND

1 SQUARE A NW COR NW 1/4 NW 1/4 LESS .458A RD SEC 8-79-23
Polk County Geo Parcel: 7923-08-100-001

AND

PARCEL D S1039.5F W1155F SW 1/4 SW 1/4 LESS 2.94A RD SEC 5-79-23
Polk County Geo Parcel: 7923-05-300-008

AND

EX S 1065.15F- W 757F S OF RR LESS RD SW 1/4 SEC 5-79-23
Polk County Geo Parcel: 7923-05-300-001

AND

EX W 60F RD- BEG 1040.15F N OF SW COR THN E 1155F THN N TO PT 330F S OF N LN THN W TO PT 1584F W OF E LN THN N TO S LN RR THN SWLY ALNG RR TO PT 757F E OF W LN & 1064.5F N OF S LN THN W 757F TO W LN THN S 25F TO POB SW 1/4 SEC 5-79-23 Polk County Geo Parcel: 7923-05-300-002

AND

EX PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR SECTION 6 THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR TOW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB- NW 1/4 SE1/4 LYG S OF RR ROW & -EX E 60F RD EAS- & -EX PAR A N 334.38F S 540.54F E 316.23F SE 1/4- & -EX S 206.16F E 316.23F SE 1/4- & -EX BEG SE COR THN W TO SW COR N 430F SE 1010F TO PT 385F N OF S LN THN S TO PT 314.5F W & 240F N OF SE COR E 314.5F S240F TO POB- E 1/4 SE 1/4 LYG SE OF RR ROW SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-020

AND

EX S 240F E 316.23F- & -EX PAR A N334.38F S 540.54F E 316.23F SE 1/4- & -EX S 33F EAS- BEG SE COR THN W TO SW COR N 430F SELY 1010F TO PT 385F N OF S LN THN S TO PT 314.5F W & 240F N OF SE COR E 314.5F S240F TO POB SE 1/4 SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-014

AND

EX PAR B 8629 BEING THE W 250.07F ON S LINE & W 250.14F ON N LINE- BEG SE COR THN W 800.48F N 563.75F E 798.65F S 560.1F TO POB NE 1/4 LESS .84A RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-200-016

AND

EX E 60F RD EAS- & -EX W OF LN BEG 550.3F W OF E 1/4 CORNER SECTION 6 THN S 373.99F TO N LN RR ROW- SE 1/4 LYG N OF RR ROW SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-017

AND

EX W 322.5F N 270.15F S 642F & PARCEL L BK 8797 PG 822 BEG NW COR THN E 1293.41F TO W ROW LN I-35 S 436.39F W 1302.23F TO W LN N 436.34F TO POB- SW 1/4 SW FRL 1/4 LESS .64A RD EAS & 4A I-35 SEC 31-80-23

Polk County Geo Parcel: 8023-31-300-013

AND

PARCEL K BK 8651 PG 594 BEG NW COR THN E1342.64F TO W ROW LN I-35 S 422.26F W 1339.52F TO W LN N 422.26F TO POB NW FRL 1/4 LESS .48A RD EAS SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-011

AND

PARCEL L BK 8797 PG 822 BEG NW COR THN E1293.41F TO W ROW LN I-35 S 436.39F W 1302.23F TO W LN N 436.34F TO POB SW 1/4 SW FRL 1/4 LESS .45A RD EAS SEC 31-80-23 Polk County Geo Parcel: 8023-31-300-012

AND

PARCEL J BOOK 8651 PG 594 BEG 422.26F S OF NW COR THN E 1339.52F TO WLY ROW LN I-35 S 126.59F SLY 407.62F W 963.8F N 310.15F W 370F TO W LN N 219.31F TO POB NW FRL 1/4 LESS .25A RD EAS SEC 6-79-23
Polk County Geo Parcel: 7923-06-100-012

AND

PAR F 8629-418 BEG CENTER OF SECTION 6 THN E 606.31F S 822.47F SW ALONG N RR ROW LN 302.68F NW 50F SW 403.9F N 1193.67F TO POB SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-015

AND

PAR D 8629-416 BEG AT CENTER OF SECTION 6 THN N 572.06F E 605.16F S 566.44F W 606.31F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-013

AND

PAR H 8629-420 COMMENCING AT S 1/4 COR SECTION 6 THN E 1327.16F N 1320.7F W 763.27F TO POB THN W 406.9F TO S RR ROW LN NE ALONG RR ROW 555.08F S 8.26F SW 322.06F TO POB SE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-018

AND

S 1/4 NE 1/4 LESS 1.81A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-200-003

AND

N 1/4 SE 1/4 LESS 1.81A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-400-001

AND

NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23 Polk County Geo Parcel: 7923-07-300-011

AND

SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-400-002

AND

S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23

Polk County Geo Parcel: 7923-07-100-009

AND

N 1/4 NW FRL 1/4 LYG BET RY ROW & I-35 & S OF NE 62ND AVE SEC 7-79-23

Polk County Geo Parcel: 7923-07-100-005

AND

NW 1/4 NE 1/4 & N 1/4 NW 1/4 LYNG E INTST LESS RD SEC 18-79-23

Polk County Geo Parcel: 7923-18-200-001

AND

E 1/4 S 1/4 SW 1/4 LESS 1 A RD & LESS 8.1 A INTST =35 SEC 7-79-23

Polk County Geo Parcel: 7923-07-300-006

AND

EX PAR H 8629-420 COMMENCING AT S 1/4 COR SECTION 6 THN E 1327.16F N 1320.7F W 763.27F TO POB THN W 406.9F TO S RR ROW LN NE

ALONG RR ROW 555.08F S 8.26F SW 322.06F TO POB- PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR ROW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-019

AND

PAR E 8629-417 BEG 606.31F E OF CENTER OF SECTION 6 THN E 230.09F S 194.88F E 1010.21F N 194.97F E 250.07F S 373.99F SWLY ALONG N LN RR ROW 1210.85F N 822.47F TO POB SE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-016

AND

BEG 1327.15F E & 789.08F N OF S 1/4 COR SECTION 6 THN W 845.02F NE 556.12F E 763.21F S 531.62F TO POB SW 1/4 SE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-022

AND

PARCEL L BK 8716 PG 84 BEG 560.01F N & 548.49F W OF E 1/4 COR OF SEC THN W 250.14F N 1493.02F E 249.55F S 1499.83F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-011

AND

BEG 540.15F W OF NE COR THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB NE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-200-017

AND

PAR B 8629-414 BEG 550.3F W OF E 1/4 COR SECTION 6 THN W 250.07F N 563.79F E 250.14F S 562.59F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-015

AND

PAR C 8629-415 BEG 606.31F E OF CENTER OF SECTION 6 THN N 569.44F E 229.97F S 568.44F W 230.09F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-014

AND

BEG 1033.1F E & 55.7F N OF SW COR THN E 624F NE 394.1F NELY 355.7F N 773.6F W 1001.6F SW 1275.2F TO POB SW 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-007

AND

ALL OF THE RAILROAD RIGHT OF WAY LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND

ALL OF THE RAILROAD RIGHT OF WAY LYING EAST OF INTERSTATE 35 AND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND

BEG NW COR THN E1040.31F SW 26.15F SE 68F SWLY ALNG WLY ROW LN I-35 785.25F NW 448.83F W 514.9F N 158.54F W 193.65F N 291.59F TO

POB N ½ SW FRL 1/4 LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-300-001

AND

S 16.5F SW 1/4 NW FRL 1/4 LYG W INTST SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-008

AND

EX N 282F W 463.4F- & -EX S 16.5F- S 19.98A W 31A S 62.99A NW FRL 1/4 LESS RD LESS 4.8A INTST 35 SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-007

AND

THE ADJACENT ½ RIGHT-OF-WAY OF NE 70th AVENUE, NE 66th AVENUE, NE 62nd AVENUE, NE 54th AVENUE, NE 22nd STREET, NE 29th STREET, INTERSTATE 80 AND INTERSTATE 35 LYING SOUTH OF NE 62ND AVENUE.

AND

THE ADJACENT FULL RIGHT OF WAY OF INTERSTATE 35 LYING NORTH OF NE 62ND AVENUE.

AND

W 322.5F N 270.15F S 642F SW FRL 1/4 LESS .274 A RD SEC 31-80-23

Polk County Geo Parcel: 8023-31-300-003

AND

S 310F N 951.7F W 370F NW 1/4 NW 1/4 LESS 0.178A RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-002

AND

N ½ OF FOLLOWING PARCEL W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW FRL 1/4 LESS RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-003

AND

N 8 RDS W 20 RDS OF S 19.98 A W 31 A S 62.99 A LESS RD -EX S 1 A RD- NW FRL 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-005

AND

N 132 F E 133.4 F W 463.4 F & S 150 F N 282 F W 463.4 F S 19.98 A W 31 A S 62.99 A NW FRL 1/4 LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-006

AND

EX BEG NW COR THN E 1040.31F SW 26.15F SE 68F SWLY ALNG WLY ROW LN I-35 785.25F NW 448.83F W 514.9F N 158.54F W 193.65F N 291.59F TO POB- N ½ SW FRL 1/4 LYG W OF I-35 LESS RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-002

AND

EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-300-008

AND

BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB SW FRL 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-009
AND
E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-010
AND
EX S 33F & E60F RD EAS- S 206.16F E 316.23F SE 1/4 SE 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-006
AND
PARCEL A N334.38F S540.54F E316.23F SE 1/4 LESS .46A RD EAS SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-012
AND
LOTS 2 & 3 FRIENDLY HILLS Polk County Geo Parcel: 7924-01-200-002
AND
LOT 1 FRIENDLY HILLS Polk County Geo Parcel: 7924-01-200-003
AND
W 308F N 924F LESS 1.06A RD S 1/4 SW FRL 1/4
SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-003
AND
EX S 240F NLY 1154.12F E 110F- E 478.5F N 1/4 NE 1/4 LESS RD SEC 7-79-23
Polk County Geo Parcel: 7923-07-200-004
AND
EX BEG 540.15F W OF NE COR OF SEC THN S 912.22F W 249.55F N 912.22F
E 249.25F TO POB & W 3101.85F MEAS ON S LN & S & E OF LN BEG 77.01F
S OF NE COR THN W 46.29F SELY 529.29F TO PT ON E LN 603.52F S OF NE
COR- N 912.37F E OF I-35 N 1/4 LESS 2.47A RD SEC 6-79-23
Polk County Geo Parcel: 7923-06-200-018
AND
E 20A S 1/4 N OF RR & -EX BEG 1384.73F E & 1.8F S OF NW COR SW 1/4 THN
NE 17.04F SW 11.04F NW 16.89F NE6.4F TO POB- N 1/4 E OF I-35 & N OF RR
SW FRL 1/4 & E 31.97A S 62.97A NW FRL 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-013

AMENDMENT NO. 4 AREA

LOTS, 11, 12, 13 AND 14 OF JOHN DEERE PLACE BEING AN OFFICIAL
PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND

PART OF THE SOUTHEAST 1/4 OF SECTION 22 AND A PART OF THE
SOUTH 1/4 OF SECTION 23 AND A PART OF SECTION 27 AND A PART OF
THE NORTH 1/4 OF SECTION 26 ALL BEING IN TOWNSHIP 80 NORTH,
RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY,
IOWA AND DESCRIBED AS FOLLOWS:

AREA 1

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 0°10'58" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°57'08" EAST, 220.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW IRVINEDALE DRIVE AND BEING A POINT ON THE SOUTHERLY LINE OF JOHN DEERE ACRES, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY, AND SAID POINT ALSO BEING THE POINT OF BEGINNING OF AREA 1; THENCE NORTH 89°57'08" EAST ALONG THE SOUTHERLY LINE OF SAID JOHN DEERE ACRES, 2100.20 FEET TO THE NORTHWEST CORNER OF LOT 11 OF SAID JOHN DEERE PLACE; THENCE SOUTH 0°02'52" EAST ALONG THE WEST LINE OF SAID LOT 11, 2050.77 FEET; THENCE SOUTH 48°09'39" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 11, AND THE SOUTHWESTERLY LINE OF LOT 13, AND THE WESTERLY LINE OF LOT 14, OF SAID JOHN DEERE PLACE, 913.70 FEET; THENCE SOUTH 0°02'52" EAST ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 1081.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 89°56'12" EAST ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 1409.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14 AND BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SW STATE STREET; THENCE CONTINUING SOUTH 89°56'12" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 102.76 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2934.79 FEET, WHOSE ARC LENGTH IS 313.64 FEET AND WHOSE CHORD BEARS SOUTH 13°20'49" EAST, 313.49 FEET; THENCE SOUTH 16°24'31" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 321.33 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1839.86 FEET, WHOSE ARC LENGTH IS 651.63 FEET AND WHOSE CHORD BEARS SOUTH 6°15'44" EAST, 648.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SW ORALABOR ROAD; THENCE NORTH 88°05'30" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 2164.81 FEET; THENCE NORTH 89°26'00" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 866.90 FEET; THENCE SOUTH 86°38'47" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 351.25 FEET; THENCE NORTH 85°57'15" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 387.58 FEET; THENCE NORTH 70°52'24" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 123.18 FEET; THENCE NORTH 58°26'07" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 154.32 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SW IRVINEDALE DRIVE; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND

ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1834.90 FEET, WHOSE ARC LENGTH IS 163.16 FEET AND WHOSE CHORD BEARS NORTH 38°07'29" WEST, 163.11 FEET; THENCE NORTH 22°46'27" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 450.74 FEET; THENCE NORTH 12°38'22" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 333.88 FEET; THENCE NORTH 10°21'47" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 111.64 FEET; THENCE NORTH 10°25'39" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 88.96 FEET; THENCE SOUTH 6°10'01" WEST, 20.03; THENCE SOUTH 11°49'01" WEST, 520.50 FEET; THENCE SOUTH 11°48'17" WEST, 64.80 FEET; THENCE SOUTH 85°37'19" WEST, 52.70 FEET; THENCE NORTH 3°56'02" WEST, 572.26 FEET; THENCE NORTH 4°23'59" WEST, 10.10 FEET; THENCE NORTH 3°48'59" WEST, 1160.30 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°52'59" EAST ALONG SAID NORTH LINE, 415.10 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF SW IRVINEDALE DRIVE. THENCE NORTH 6°05'38" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 478.25 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 608.50 FEET, WHOSE ARC LENGTH IS 323.15 FEET AND WHOSE CHORD BEARS NORTH 9°06'49" WEST, 319.37 FEET; THENCE NORTH 24°24'48" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 801.38 FEET; THENCE NORTH 0°34'44" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 636.12 FEET; THENCE NORTH 9°30'41" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 431.58 FEET TO THE POINT OF BEGINNING AND AREA 1 CONTAINING 316.02 AC (13,765,669 S.F.); AND

AREA 2

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 27 POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTH 89°59'39" EAST ALONG THE NORTH LINE OF SAID LOT 12 AND ALONG THE SOUTH LINE OF JOHN DEERE ACRES, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY, 2363.45 FEET TO THE SOUTHEAST CORNER OF SAID JOHN DEERE ACRES; THENCE NORTH 0°00'21" WEST ALONG THE EAST LINE OF SAID JOHN DEERE ACRES, 1147.17 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SW STATE STREET; THENCE SOUTH 25°32'25" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 33.87 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 2221.83 FEET, WHOSE ARC LENGTH IS 1599.52 FEET AND WHOSE CHORD BEARS SOUTH 4°54'59" EAST, 1565.20 FEET; THENCE SOUTH 15°42'27" WEST CONTINUING ALONG SAID

WESTERLY RIGHT-OF-WAY LINE, 2111.09 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 2934.79 FEET, WHOSE ARC LENGTH IS 172.99 FEET AND WHOSE CHORD BEARS SOUTH 14°01'08" WEST, 172.96 FEET; THENCE NORTH 89°52'59" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE 118.11 FEET TO THE NORTHEAST CORNER OF LOT 14 OF SAID JOHN DEERE PLACE; THENCE CONTINUING NORTH 89°52'59" WEST ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 1345.20 FEET TO THE NORTHEAST CORNER OF LOT 13 OF SAID JOHN DEERE PLACE; THENCE NORTH 48°09'39" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 601.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 13 AND BEING A POINT ON THE EAST LINE OF LOT 11 OF SAID JOHN DEERE PLACE; THENCE NORTH 0°19'06" EAST ALONG THE EAST LINE OF SAID LOT 11 AND BEING THE WEST LINE OF SAID LOT 12, A DISTANCE OF 2238.79 FEET TO THE POINT OF BEGINNING AND AREA 2 CONTAINING 139.93 AC (6,095,411 S.F.); AND

AREA 3

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE SOUTH 89°49'23" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 70.00 FEET TO A POINT ON THE NORTH LINE OF NORTH HOPE, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY AND SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF S. ANKENY BLVD (HWY 69) AND BEING THE POINT OF BEGINNING OF AREA 3; THENCE CONTINUING SOUTH 89°49'23" WEST ALONG THE NORTH LINE OF SAID NORTH HOPE AND ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2579.73 FEET TO THE CENTER OF SAID SECTION 26; THENCE SOUTH 89°49'48" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2652.19 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE NORTH 89°52'59" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 242.13 FEET; THENCE SOUTH 0°15'30" WEST, 2415.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD; THENCE NORTH 88°05'30" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 117.71 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW STATE STREET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1979.86 FEET, WHOSE ARC LENGTH IS 696.39 FEET AND WHOSE CHORD BEARS NORTH 6°19'56" WEST, 692.80 FEET; THENCE NORTH 16°24'31" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 321.33 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE

AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 2794.79 FEET, WHOSE ARC LENGTH IS 1566.57 FEET AND WHOSE CHORD BEARS NORTH 0°21'02" WEST, 1546.14 FEET; THENCE NORTH 15°42'27" EAST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 2111.09 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 2361.83 FEET, WHOSE ARC LENGTH IS 1700.31 FEET AND WHOSE CHORD BEARS NORTH 4°54'59" WEST, 1663.83 FEET; THENCE NORTH 25°32'25" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 291.82 TO A POINT ON THE SOUTH LINE OF LOT 3 OF JOHN DEERE PLACE PLAT 2, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY; THENCE NORTH 54°03'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 948.27 FEET; THENCE NORTH 89°57'25" EAST ALONG THE SOUTH LINE OF LOTS 3, 6, 7, 9B, 10B, 12, 13 AND 14 OF SAID JOHN DEERE PLACE PLAT 2, A DISTANCE OF 4092.40 FEET TO A POINT THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SW ORDNANCE ROAD; THENCE SOUTH 32°42'42" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 394.91 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 905.00 FEET, WHOSE ARC LENGTH IS 509.70 FEET AND WHOSE CHORD BEARS SOUTH 15°46'29" EAST 502.99 FEET; THENCE SOUTH 0°21'35" WEST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 130.20 FEET; THENCE SOUTH 37°03'40" EAST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 477.22 FEET TO A POINT THE WEST RIGHT-OF-WAY LINE OF SAID S. ANKENY BLVD (HWY 69); THENCE SOUTH 0°21'35" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 661.06 FEET; THENCE NORTH 89°59'16" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 10.00 FEET; THENCE SOUTH 0°08'29" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 2640.18 FEET TO THE POINT OF BEGINNING AND AREA 3 CONTAINING 575.20 AC (25,055,657 S.F.)

TOTAL BOUNDARY FOR AREA'S 1, 2 AND 3 CONTAINS 1031.15 AC (44,916,737 S.F.) PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AMENDMENT NO. 5 AREA

DLE Seven, LC

Polk County Geo Parcel: 7923-06-100-015

Legal: -EX COM W 1/4 COR OF SEC THN E 1246.93F ALNG S LN TO CONSTRUCTION CNT LN I-35 NE 596.6F, NW 137F TO WLY ROW LN I-35 TO POB THN W 500.78F NELY 776.84F E 182.38F TO WLY

ROW LN I-35 SW 666.44F TO POB- S 1/2 OF FOLLOWING PARCEL
W 32.94A S 62.94A N 125.88A & N 11.02A W 31A
S 62.99A NW FRL 1/4 LESS RD SEC 6-79-23, Polk County, Iowa

Containing: 12.908 Acres

City of Ankeny

Polk County Geo Parcel: 7924-01-426-003

Legal: S 297F W 297F E 347F NE 1/4 SE 1/4 SEC 1-79-24, Polk County,
Iowa

Containing: 2.030 Acres

Farrell Rental Property

Polk County Geo Parcel: 7924-01-476-001

Legal: -EX E 150F- LTS 1,2,3 & ALL LT 4 FARRELL PLACE, Polk
County, Iowa

Containing: 17.570 Acres

Polk County Geo Parcel: 7924-01-476-002

Legal: E 150F LT 1 FARRELL PLACE, Polk County, Iowa

Containing: 0.570 Acres

Polk County Geo Parcel: 7924-01-476-003

Legal: E 150F LT 2 FARRELL PLACE, Polk County, Iowa

Containing: 0.520 Acres

Polk County Geo Parcel: 7924-01-476-004

Legal: E 150F LT 3 FARRELL PLACE, Polk County, Iowa

Containing: 0.620 Acres

Farrell-Magady Family Farm LLC

Polk County Geo Parcel: 7924-01-476-005

Legal: S 1/2 SE 1/4 SE 1/4 LESS 0.758A RD SEC 1-79-24, Polk County, Iowa

Containing: 19.242 Acres

Silver Land Company, LC

Polk County Geo Parcel: 7923-07-400-003

Legal: SE 1/4 SE 1/4 LESS 2.44A RD SEC 7-79-23, Polk County, Iowa

Containing: 37.560 Acres

AMENDMENT NO. 6 AREA

Amendment No. 6 did not add or remove land.

AMENDMENT NO. 7 AREA

Amendment No. 7 did not add or remove land.

AMENDMENT NO. 8 AREA

Property Removed from Amendment No. 1 Subarea by Amendment No. 8

EX S 10F E 282F- LOT 1 CARNEY ACRES Geo Parcel ID: **8024-36-377-001**
AND

PARCEL F BEG 50F E OF S 1/4 COR OF SEC THN N 1321.25F E 262.8F SW
289.09F S 1083F W 100F TO POB S 1/2 SE 1/4 LESS .092A RD SEC 36-80-24
Geo Parcel ID: **8024-36-400-013**

AND

LT 2 CARNEY INDUSTRIAL PLAT 2 Geo Parcel ID: **8024-36-400-032**

AND

LT 1 CARNEY INDUSTRIAL PLAT 2 Geo Parcel ID: **8024-36-400-033**

AND

PARCEL A BK 10158 PG 677 BEG NW COR THN S 490.57F ALNG W LN TO
ROW LN SE RIO CT SLY 97.7F TO SW CORE 122.47F ALNG S LN N 571.18F
TO N LN W 157.02F TO POB LT 5 CARNEY INDUSTRIAL PLAT 1 Geo Parcel
ID: **8024-36-400-028**

AND

EX PARCEL A BK 10158 PG 677- & -EX PARCEL B BK 15488 PG 862- LT 5
CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-039**

AND

PARCEL B BK 15488 PG 862 BEG SW COR LT 5 AKA SW COR PARCEL A THN E 122.48F TO SE COR PARCEL A THNN 411F E 305F S 418F W 431.12F TO W LN LT 4 THNNELY 7.89F TO POB LTS 4 & 5 CARNEY INDUSTRIAL PLAT

Geo Parcel ID: **8024-36-400-040**

AND

EX PARCEL B BK 15488 PG 862- LOTS 3 & 4 CARNEY INDUSTRIAL PLAT 1

Geo Parcel ID: **8024-36-400-041**

And

EX E 20F- LOT 1 LAKEVILLE REALTY PLAT 1

Geo Parcel ID: **8024-36-400-037**

And

EX BEG NE COR THN S 614.88F SWLY 47.02F W 24.98F NELY 54.86F N 609.96F E 20F TO POB- LOT 1 CIRCUIT CITY PLAT 1 Geo Parcel ID: **8024-36-400-034**

And

LOT 1 CHICAGO TUBE AND IRON PLAT 1 Geo Parcel ID: **8024-36-400-010**

And

S 298.23F MEAS PERPENDICULAR TO S LN LT 1 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-027**

And

EX S 298.23F MEAS PERPENDICULAR TO S LN- LT 1 & S 148.5F LT 2 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-031**

And

-EX S 148.5F MEAS PERPENDICULAR TO S LN- LOT 2 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-030**

And

PARCEL K BEG 1320.3F S & 420.66F W OF NE COR THN SW 1224.22F N 865.78F E 879.65F TO POB SW 1/4 SEC 31-80-23 Geo Parcel ID: **8023-31-300-008**

And

BEG 1320.3F S & 267.93F W OF NE COR THN SW 1436.78F N 150.32F NE 1224.22F TO S LN METRO NORTH E 152.73F TO POB SE 1/4 SW 1/4 LESS .05A RD SEC 31-80-23

Geo Parcel ID: **8023-31-300-022**

And

EX PARCEL K BEG 1320.3F S & 420.66F W OF NE COR SW 1/4 THN SW 1224.22F N 865.78F E 879.65F TO POB- & -EX BEG 1320.3F S & 267.93F W OF NE COR THN SW 1436.78F N 150.32F NE 1224.22F TO S LN METRO NORTH E 152.73F TO POB- E 1300.18F LYG E OF I-35 SE 1/4 SW 1/4 LESS RD SEC 31-80-23

Geo Parcel ID: **8023-31-300-023**

And

That part of SE Delaware Ave right-of-way within Section 36, Township 80 North, Range 24 West of the 5th P.M.

**Property Removed from Amendment No. 3 (06) Subarea by
Amendment No. 8**

LOT 2 SAMS CLUB SUBDIVISION Geo Parcel ID: **8023-31-351-001**

And

LOT 1 SAMS CLUB SUBDIVISION Geo Parcel ID: **8023-31-351-002**

And

EX SAMS CLUB SUBDIVISION- & -EX BEG NW COR PARCEL M BOOK 10622 PAGE 478 THN E 50F ALNG N LN PARCEL M S 245.74F TO PT ON WLY LN PARCEL M W

50.01F N 244.32F TO POB- PARCEL M BOOK 10622 PAGE 478 COM SW COR SEC 31 THN N 642F ALNG W LN TO BEG THN N 244.32F TO SW COR PARCEL L BOOK 8797 PAGE 822 E 1302.23F ALNG S LN PARCEL L TO SE COR PARCEL L S 363.63F ALNG WLY ROW INTST HWY 35 SE 161.51F W 1008.86F N 270.15F NW 322.5F TO POB SW

1/4 SW FRL 1/4 SEC 31-80-23 Geo Parcel ID: **8023-31-300-024**

And

EX W 50.02F- W 322.5F N 270.15F S 642F SW FRL 1/4 SEC 31-80-23

Geo Parcel ID: **8023-31-300-020**

And

EX BEG SW COR THN N 372.53F E 50.01F S 371.13F W50F TO POB- PARCEL N BOOK 10622 PAGE 478 BEG SW COR THN N 371.85F ELY 1331.36F TO WLY ROW LN INTST HWY 35 SELY 363.66F TO NE COR PARCEL K BOOK 8651 PAGE 594 W 1342.64F ALNG N LN PARCEL K TO POB SW 1/4 SW FRL 1/4 SEC 31-80-23

Geo Parcel ID: **8023-31-300-021**

And

That part of SE Delaware Ave right-of-way within in Section 31, Township 80 North, Range 23 West of the 5th P.M.

**Property Removed from Amendment No. 3 (08) Subarea by
Amendment No. 8**

West Side of I-35

LOT 1 FRIENDLY HILLS Geo Parcel ID: **7924-01-200-003**

And

LOTS 2 & 3 FRIENDLY HILLS Geo Parcel ID: **7924-01-200-002**

And

EX W 50F - & -EX N 40F RD EASM- NE 1/4 LYING W OF FRIENDLY HILLS SEC 1-79-24 Geo Parcel ID: **7924-01-200-008**

And

LOT 1 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 Geo Parcel ID: **7924-01-200-012**

And

LOT 2 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 Geo Parcel ID:
7924-01-251-001

And

LOT 1 CORPORATE WOODS INDUSTRIAL PARK PLAT 1 Geo Parcel ID:
7924-01-200-011

And

THAT PART NE FRL 1/4 LYING S OF FRIENDLY HILLS & LYING S OF
CHAPMAN BROTHERS FARM PLAT 1 & LYING NE OF PARCEL "H" BK
15388 PG 273 & LYING NE OF CORPORATE WOODS INDUSTRIAL PARK
PLAT 1 LESS RD SEC 1-79-24

Geo Parcel ID: **7924-01-200-010**

And

PARCEL K BK 8651 PG 594 BEG NW COR THN E1342.64F TO W ROW LN I-
35 S 422.26F W 1339.52F TO W LN N 422.26F TO POB NW FRL 1/4 LESS .48A
RD EAS SEC 6-79-23 Geo Parcel ID: **7923-06-100-011**

And

EX BEG 1330.82F E OF NW COR THN E 8.61F TO WLY ROW LN INTER I-
35 S 126.38F SLY 407.56F TO SE COR W 42.03F NE 535.11F TO POB-
PARCEL J BOOK 8651 PG

594 BEG 422.26F S OF NW COR THN E 1339.52F TO WLY ROW LN I-35
S126.59F SLY 407.62F W 963.8F N 310.15F W 370F TO W LN N 219.31F TO
POB NW FRL 1/4 LESS .25A RD EAS SEC 6-79-23 Geo Parcel ID: **7923-06-100-
013**

And

EX W 50F- S 310F N 951.7F W 370F NW 1/4 NW FRL 1/4 SEC 6-79-23

Geo Parcel ID: **7923-06-100-002**

And

EX COM NW COR OF SEC THN S 1611.35F ALNG W LN E 1109.48F TO POB
THN NE 440.32F NE 249.82F E 42.03F TO PRESENT WLY ROW LN I-35 S
403.31F ALNG WLY ROW LN SWLY 258.55F W 182.38F TO POB- & -EX W
50F- N 1/2 W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW
FRL 1/4 SEC 6-79-23 SEC 6-79-23

Geo Parcel ID: **7923-06-100-016**

And

N 8 RDS W 20 RDS OF S 19.98 A W 31 A S 62.99 A LESS RD -EX S 1 A RD-
NW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-100-005**

And

EX W OF LN BEG 454.78F N & 112.46F ELY OF SW COR THN S 149.8F TO
S LN- N 132F E 133.4F W 463.4F & S 150F N 282F W 463.4F S 19.98A W 31A
S 62.99A NW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-100-017**

And

BEG 304.98F N & 50F E OF SW COR THN E 414.01F N 281.8F E 232.16F SW
208.06F S 286.9F SW 567.25F N 226.42F TO POB SW 1/4 NW FRL 1/4 SEC 6-
79-23

Geo Parcel ID: **7923-06-100-024**

And

BEG 292.56F S & 50F E OF W 1/4 CORNER OF SEC 6-79-23 THN E 143.6F S 90F W 143.6F N 90F TO POB SW 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-019**

And

LOT 1 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-001**

And

LOT 2 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-002**

And

LOT 3 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-003**

And

LOT 4 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-004**

And

LOT 11 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-001**

And

LOT 10 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-002**

And

LOT 9 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-003**

And

LOT 8 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-351-001**

And

LOT 7 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-351-002**

And

That part of SE Delaware Ave right-of-way within Section 1, Township 79 North, Range 24 West.

And

All right-of-way within in Section 6, Township 79 North, Range 23 West lying West of Interstate 35 Centerline.

East Side of I-35

W 3101.85F MEAS ON S LN N 912.37F N 1/4 LYG E OF I-35 SEC 6-79-23 Geo Parcel ID: **7923-06-200-019**

And

BEG 540.15F W OF NE COR THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-017**

And

EX BEG 540.15F W OF NE COR OF SEC THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB & W 3101.85F MEAS ON S LN & S & E OF LN BEG 77.01F S OF NE COR THN W 46.29F SELY 529.29F TO PT ON E LN 603.52F S OF NE COR- N 912.37F E OF I-35 N 1/4 LESS 2.47A RD SEC 6-79-23 Geo Parcel ID: **7923-06-200-018**

And

EX COM SW COR THN E 1246.93F NE 970.08F E 138.28F TO BEG THN NE 144.42F NELY 1245.44F N 999.71F NE 15.32F SE 735.22F S 1010.13F S 338.1F SE 318.65F W 228.11F TO POB- BEG 572.26F N OF CNTR OF SEC THN N 415.28F W 1354.98F NLY 1024.7F TO N LN E 1991.85F S 1462.98F W 735.15F TO POB N 1/2 SEC 6-79-23

Geo Parcel ID: **7923-06-100-018**

And

BEG 572.26F N & 735.15F E OF SW COR THN N 1462.98F E 1110F S 1493.02F W 1110.45F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-006**

And

PARCEL L BK 8716 PG 84 BEG 560.01F N & 548.49F W OF E 1/4 COR OF SEC THN W 250.14F N 1493.02F E 249.55F S 1499.83F TO POB NE 1/4 SEC 6-79-23

Geo Parcel ID: **7923-06-200-011**

And

OUTLOT X CORPORATE WOODS BUSINESS PARK PLAT 2

Geo Parcel ID: **7923-06-176-001**

And

PARCEL B BOOK 12441 PAGE 542 OUTLOT W CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-177-001**

And

LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 2 Geo Parcel ID: **7923-06-176-002**

And

OL Z CORPORATE WOODS BUSINESS PARK PLAT 3 Geo Parcel ID: **7923-06-177-002**

And

LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-100-023**

And

PAR C 8629-415 BEG 606.31F E OF CENTER OF SECTION 6 THN N 569.44F E 229.97F S 568.44F W 230.09F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-014**

And

BEG 800.48F W OF SE COR THN N 563.75F W 1010.41F S 568.43F TO S LN E TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-009**

And

PAR B 8629-414 BEG 550.3F W OF E 1/4 COR SECTION 6 THN W 250.07F N 563.79F E 250.14F S 562.59F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-015**

And

EX PAR B BK 8629 PG 414 BEING THE W 250.07F ON S LN & W 250.14F ON N LN- BEG SE COR THN W 800.48F N 563.75F E 798.65F S 560.1F TO POB NE 1/4 LESS

.84A RD SEC 6-79-23 Geo Parcel ID: **7923-06-200-016**

And

PAR E 8629-417 BEG 606.31F E OF CENTER OF SECTION 6 THN E 230.09F S 194.88F E 1010.21F N 194.97F E 250.07F S 373.99F SWLY ALONG N LN RR ROW 1552.98F

N 822.47F TO POB SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-016**

And

BEG 800.48F W OF NE COR THN S 195F W 1010.29F N 195F E TO POB SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-001**

And

EX E 60F RD EAS- & -EX W OF LN BEG 550.3F W OF E 1/4 CORNER SECTION 6 THN S 373.99F TO N LN RR ROW- SE 1/4 LYG N OF RR ROW SEC 6-79-23

Geo Parcel ID: **7923-06-400-017**

And

PARCEL G BK 8854 PG 242 BEG 1327.15F E & 779.03F N OF S 1/4 COR SEC 6 THN N 541.67F W 761.81F NE 310.09F N 19.97F TO S LN RR ROW NELY ALNG RR ROW 358.13F NW 50F NELY 523.7F NE 696.57F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 RR ROW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-019**

And

PRT PAR I BK 8629 PG 421 LYG NE OF CORPORATE WOODS DR SW 1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-028**

And

EX PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR SECTION 6 THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR ROW 912.86F NW 50F NELY

1220.27F S 501.35F SE 876.36F W 904.99F TO POB- NW 1/4 SE1/4 LYG S OF RR ROW & -EX E 60F RD EAS- & -EX PAR A N 334.38F S 540.54F E 316.23F SE 1/4-

& -EX S 206.16F E 316.23F SE 1/4- & -EX BEG SE COR THN W TO SW COR N 430F SE 1010F TO PT 385F N OF S LN THN S TO PT 314.5F W & 240F N OF SE COR E

314.5F S240F TO POB- E 1/2 SE 1/4 LYG SE OF RR ROW SEC 6-79-23

Geo Parcel ID: **7923-06-400-020**

And

BEG 202.7F N OF SE COR THN NWLY 771.51F NW 37.31F E TO E LN S TO POB SW 1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-026**

And

EX S 240F E 316.23F- & -EX PAR A BK 7359 PG 636-& -EX BEG 316.33F W SE COR THN W 1010.88F N202.7F SELY ALNG CUR 603.59F E 440.6F S TO

POB-BEG 316.23F E OF SE COR THN W TO SW COR N 430FSELY 1010F TO PT 385F N OF S LN THN S TO POB SE

1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-027**

And

PARCEL A N334.38F S540.54F E316.23F SE 1/4 LESS .46A RD EAS SEC 6-79-23

Geo Parcel ID: **7923-06-400-012**

And

EX S 33F & E60F RD EAS- S 206.16F E 316.23F SE 1/4 SE 1/4 SEC 6-79-23

Geo Parcel ID: **7923-06-400-006**

And

LOT 1 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 Geo Parcel ID: **7923-05-351-003**

And

OUTLOT Z 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 Geo Parcel ID: **7923-05-351-004**

And

OUTLOT X SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-300-022**

And

OUTLOT Z SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: 7923-06-300-023

And

OUTLOT Y SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-300-024**

And

EX COM SW COR OF SEC THN E 1041.8F ALNG S LN N55F TO N ROW LN NE 62ND AV & POB THN NE 623.25F NE 651.55F ALNG EXISTING ROW LN I-35 E 197.44F SW

423.04F SW 888.62F TO N ROW LN NE 62ND AV W TO POB- BEG 1033.1F E & 55.7F N OF SW COR OF SEC THN E 624F NE 394.1F NELY 355.7F N 773.6F W 1001.6F SW 1275.2F TO POB SW 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-017**

And

N 1/2 NW FRL 1/4 LYG BET RY ROW & I-35 & S OF NE 62ND AVE SEC 7-79-23

Geo Parcel ID: **7923-07-100-005**

And

EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY LESS RD SEC 6-79-23 Geo Parcel ID: **7923-06-300-008**

And

BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB SW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-009**

And

E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23 Geo Parcel ID: **7923-06-300-010**

And

EX PARCEL I BK 8629 PG 421 BEG 1327.15F E & 779.03F N OF S 1/4 COR SEC 6 THN W 845.01F NE 566.28F E 761.81F S 541.67F TO POB- SW 1/4 SE 1/4 LYING SW OF CORPORATE WOODS DR LESS RY & RD SEC 6-79-23
Geo Parcel ID: **7923-06-400-025**

And

EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W 500.63F TO POB- NW FRL 1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/2 LESS RD SEC 7-79-23
Geo Parcel ID: **7923-07-100-008**

And

N 1/2 NE 1/4 LYING W OF SE CROSSWINDS DR LESS RD SEC 7-79-23
Geo Parcel ID: **7923-07-200-006**

And

EX COM NE COR SEC 7 THN W ALNG N LN 478.64F S 50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN E 34.45F TO POB- & EX E 478.5F- N 1/2 NE 1/4 LYG E OF SE CROSSWINDS DR LESS RD SEC 7-79-23 Geo Parcel ID: **7923-07-200-009**

And

PARCEL I COM NE COR SEC 7 THN W ALNG N LN 478.64F S 50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN E 34.45F TO POB NE 1/4 NE 1/4 SEC 7-79-23 Geo Parcel ID: **7923-07-200-010**

And

EX S 240F NLY 1154.12F E 110F- E 478.5F N 1/2 NE 1/4 LESS RD SEC 7-79-23
Geo Parcel ID: **7923-07-200-005**

And

S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23 Geo Parcel ID: **7923-07-100-009**

And

NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23 Geo Parcel ID: **7923-07-300-011**

And

E 1/2 S 1/2 SW 1/4 LESS 1 A RD & LESS 8.1 A INTST=35 SEC 7-79-23
Geo Parcel ID: **7923-07-300-006**

And

S & W OF LN COM E 1/4 COR SEC 7 THN S 171.2F S 247.89F TO BEG THN W 60F TO EXISTING W RD ROW LN N 25.89F NW 70.6F WLY 7.42F ALNG CRV W 571.89F NW 285.63F W 427.09F WLY 121.83F ALNG CRV SW 61.24F SLY 19.46F ALNG CRV SE 10F SW 81.04F NLY 32.77F ALNG CRV NW 64.1F WLY 19.04F ALNG CRV WLY 9.81F ALNG CRV NW 80.5F ELY 31.24F ALNG CRV NE 64.35F NLY 17.66F ALNG CRV NW 1298.41F NLY 263.87F ALNG CRV TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC 7-79-23 Geo Parcel ID: **7923-07-400-004**

And

N & E OF A LN COM E 1/4 COR SEC 7 THN S 171.2F TO BEG THN W 60F TO EXISTING W RD ROW LN SW 65.78F SWLY 91.26F ALNG CRV WLY 1216.29F SWLY 103.8F

ALNG CRV SWLY 7.44F ALNG CRV NW 67.92F NWLY 92.33F ALNG CRV NW 1220.48F NELY 250.75F ALNG CRV TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC 7-79-23 Geo Parcel ID: **7923-07-200-008**

And

SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23 Geo Parcel ID: **7923-07-400-002**

And

NW 1/4 NE 1/4 & N 1/2 NW 1/4 LYNG E INTST LESS RD SEC 18-79-23

Geo Parcel ID: **7923-18-200-001**

And

THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4 NW 1/4 SEC 8-79-23 LOT 1 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-101-001**

And

EX THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4 NW 1/4 SEC 8-79-23- LOT 1 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-101-002**

And

LOT 2 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-001**

And

LOT 4 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-002**

And

OUTLOT X NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-004**

And

OUTLOT Y NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-005**

And

All right-of-way within in Section 6, Township 79 North, Range 23 West lying East of Interstate 35 centerline

And

That part of the Northeast ¼ of the Northeast ¼ of Section 7, Township 79 North, Range 23 West described as a triangular piece beginning 149.47 feet south and 60 west of the northeast corner, thence 143.85 feet northwesterly to a point that is 50 feet south of the north line, thence east to a point that is 60 feet west of the east line, thence south to the point of beginning.

Property Removed from Amendment No. 5 Subarea by Amendment No. 8

SE 1/4 SE 1/4 LESS 2.44A RD SEC 7-79-23 Geo Parcel ID: **7923-07-400-003**

And

EX COM W 1/4 COR OF SEC THN E 1246.93F ALNG S LN TO CONSTRUCTION CNT LN I-35 NE 596.6F NW 137F TO WLY ROW LN I-35 TO POB THN W 500.78F NELY 776.84F

E 182.38F TO WLY ROW LN I-35 SW 666.44F TO POB- S 1/2 OF FOLLOWING
PARCEL W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW FRL
1/4 LESS

RD SEC 6-79-23 Geo Parcel ID: **7923-06-100-015**

Right of Way added by Amendment No. 8

All of SE Delaware Avenue right-of-way lying South of the North line of Lakeville Realty Plat 1 extended Easterly to the Easterly right of way line of SE Delaware Avenue as it currently exists and lying North of the South line of Section 1, Township 79 North, Range 24 West and the South line of Section 6, Township 79 North, Range 23 West.

And

SE Corporate Woods Drive right-of-way lying west of the easterly right-of-way line of SE Convenience Blvd extended southwesterly to the South right-of-way line of SE Corporate Woods Drive as it currently exists

And

All of SE Convenience Blvd right-of-way

And

The west half of NE 29th Street within Section 6, Township 79 North, Range 23 West lying North of the South line of the Union Pacific Railroad right-of-way.

And

SE Four Mile Drive right-of-way lying South of the South line of the Union Pacific Railroad right-of-way in Section 6, Township 79 North, Range 23 West and lying North of the South line of Old Dominion Freight Line Plat 1 extended westerly to the West right-of-way line of SE Four Mile Drive as it currently exists.

And

SE Four Mile Drive right-of-way lying south of the North right-of-way line of SE Northstar Drive extended westerly to the west right-of-way line of SE Four Mile Drive and lying North of the south line of Northstar Power Plat 1 extended westerly to the west right-of-way line of SE Four Mile Drive.

And

The west half of NE 29th Street/SE Four Mile Drive lying south of the south line of Northstar Power Play 1 extended westerly to the west right of way line of NE 29th Street and lying north of the South right-of-way line of SE 77th Street extended easterly to the centerline of NE 29th Street/SE Four Mile Drive.

And

That part of the SE 72nd Street right-of-way that lies between the westerly and easterly right-of-way lines of SE Moyer Drive extended southerly to the south right-of-way line of SE 72nd Street.

AMENDMENT NO. 9 AREA

Property Added to Amendment No. 9 Subarea

LT 2 CARNEY INDUSTRIAL PLAT 2 **Geo Parcel ID: 8024-36-400-032**

and
 LT 1 CARNEY INDUSTRIAL PLAT 2 **Geo Parcel ID: 8024-36-400-033**
 and
 S 298.23F MEAS PERPENDICULAR TO S LN LT 1 CARNEY INDUSTRIAL
 PLAT 1
Geo Parcel ID: 8024-36-400-027
 and
 EX S 298.23F MEAS PERPENDICULAR TO S LN- LT 1 & S 148.5F LT 2
 CARNEY INDUSTRIAL PLAT 1 **Geo Parcel ID: 8024-36-400-031**
 and
 EX S 148.5F MEAS PERPENDICULAR TO S LN- LOT 2 CARNEY
 INDUSTRIAL PLAT 1
Geo Parcel ID: 8024-36-400-030
 and
 PARCEL A BK 10158 PG 677 BEG NW COR THN S 490.57F ALNG W LN TO
 ROW LN SE RIO CT SLY 97.7F TO SW COR E 122.47F ALNG S LN N 571.18F
 TO N LN W 157.02F TO POB LT 5 CARNEY INDUSTRIAL PLAT 1 **Geo Parcel**
ID: 8024-36-400-028
 and
 EX PARCEL A BK 10158 PG 677- & -EX PARCEL B BK 15488 PG 862- LT 5
 CARNEY INDUSTRIAL PLAT 1 **Geo Parcel ID: 8024-36-400-039**
 and
 PARCEL B BK 15488 PG 862 BEG SW COR LT 5 AKA SW COR PARCEL A
 THN E 122.48F TO SE COR PARCEL A THN N 411F E 305F S 418F W 431.12F
 TO W LN LT 4 THN NELY 7.89F TO POB LTS 4 & 5 CARNEY INDUSTRIAL
 PLAT **Geo Parcel ID: 8024-36-400-040**
 and
 EX PARCEL B BK 15488 PG 862- LOTS 3 & 4 CARNEY INDUSTRIAL PLAT
 1
Geo Parcel ID: 8024-36-400-041
 and
 LOT 1 CHICAGO TUBE AND IRON PLAT 1 **Geo Parcel ID: 8024-36-400-010**
 and
 EX BEG NE COR THN S 614.88F SWLY 47.02F W 24.98F NELY 54.86F N
 609.96F E 20F TO POB- LOT 1 CIRCUIT CITY PLAT 1 **Geo Parcel ID: 8024-**
36-400-034
 and
 EX E 20F- LOT 1 LAKEVILLE REALTY PLAT 1 **Geo Parcel ID: 8024-36-400-**
037
 and
 EX W 50F - & -EX N 40F RD EASM- NE 1/4 LYING W OF FRIENDLY HILLS
 SEC 1-79-24
Geo Parcel ID: 7924-01-200-008
 and
 LOTS 2 & 3 FRIENDLY HILLS **Geo Parcel ID: 7924-01-200-002**
 and

LOT 1 FRIENDLY HILLS **Geo Parcel ID: 7924-01-200-003**

and

LOT 1 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 **Geo Parcel ID: 7924-01-200-012**

and

THAT PART NE FRL 1/4 LYING S OF FRIENDLY HILLS & LYING S OF CHAPMAN BROTHERS FARM PLAT 1 & LYING NE OF PARCEL "H" BK 15388 PG 273 & LYING NE OF CORPORATE WOODS INDUSTRIAL PARK PLAT 1 LESS RD SEC 1-79-24 **Geo Parcel ID: 7924-01-200-010**

and

LOT 2 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 **Geo Parcel ID: 7924-01-251-001**

and

LOT 2 SAMS CLUB SUBDIVISION **Geo Parcel ID: 8023-31-351-001**

and

LOT 1 SAMS CLUB SUBDIVISION **Geo Parcel ID: 8023-31-351-002**

and

EX W 50.02F- W 322.5F N 270.15F S 642F SW FRL 1/4 SEC 31-80-23

Geo Parcel ID: 8023-31-300-020

and

EX SAMS CLUB SUBDIVISION- & -EX BEG NW COR PARCEL M BOOK 10622 PAGE 478 THN E 50F ALNG N LN PARCEL M S 245.74F TO PT ON WLY LN PARCEL M W 50.01F N 244.32F TO POB- PARCEL M BOOK 10622 PAGE 478 COM SW COR SEC 31 THN N 642F ALNG W LN TO BEG THN N 244.32F TO SW COR PARCEL L BOOK 8797 PAGE 822 E 1302.23F ALNG S LN PARCEL L TO SE COR PARCEL L S 363.63F ALNG WLY ROW INTST HWY 35 SE 161.51F W 1008.86F N 270.15F NW 322.5F TO POB SW 1/4 SW FRL 1/4 SEC 31-80-23

Geo Parcel ID: 8023-31-300-024

and

EX BEG SW COR THN N 372.53F E 50.01F S 371.13F W 50F TO POB- PARCEL N BOOK 10622 PAGE 478 BEG SW COR THN N 371.85F ELY 1331.36F TO WLY ROW LN INTST HWY 35 SELY 363.66F TO NE COR PARCEL K BOOK 8651 PAGE 594 W 1342.64F ALNG N LN PARCEL K TO POB SW 1/4 SW FRL 1/4 SEC 31-80-23 **Geo Parcel ID: 8023-31-300-021**

and

PARCEL K BK 8651 PG 594 BEG NW COR THN E1342.64F TO W ROW LN I-35 S 422.26F W 1339.52F TO W LN N 422.26F TO POB NW FRL 1/4 LESS .48A RD EAS SEC 6-79-23

Geo Parcel ID: 7923-06-100-011

and

EX BEG 1330.82F E OF NW COR THN E 8.61F TO WLY ROW LN INTER I-35 S 126.38F SLY 407.56F TO SE COR W 42.03F NE 535.11F TO POB- PARCEL J BOOK 8651 PG 594 BEG 422.26F S OF NW COR THN E 1339.52F TO WLY ROW LN I-35 S126.59F SLY 407.62F W 963.8F N 310.15F W 370F TO W LN N 219.31F TO POB NW FRL 1/4 LESS .25A RD EAS SEC 6-79-23

Geo Parcel ID: 7923-06-100-013

and

EX W 50F- S 310F N 951.7F W 370F NW 1/4 NW FRL 1/4 SEC 6-79-23

Geo Parcel ID: 7923-06-100-002

and

EX COM NW COR OF SEC THN S 1611.35F ALNG W LN E 1109.48F TO POB THN NE 440.32F NE 249.82F E 42.03F TO PRESENT WLY ROW LN I-35 S 403.31F ALNG WLY ROW LN SWLY 258.55F W 182.38F TO POB- & -EX W 50F- N 1/2 W 32.94A S 62.94A N 125.88A & N 11.02A

W 31A S 62.99A NW FRL 1/4 SEC 6-79-23 SEC 6-79-23 **Geo Parcel ID: 7923-06-100-016**

and

EX COM W 1/4 COR OF SEC THN E 1246.93F ALNG S LN TO CONSTRUCTION CNT LN I-35 NE 596.6F NW 137F TO WLY ROW LN I-35 TO POB THN W 500.78F NELY 776.84F E 182.38F TO WLY ROW LN I-35 SW 666.44F TO POB- S 1/2 OF FOLLOWING PARCEL W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW FRL 1/4 LESS RD SEC 6-79-23

Geo Parcel ID: 7923-06-100-015

and

N 8 RDS W 20 RDS OF S 19.98 A W 31 A S 62.99 A LESS RD -EX S 1 A RD- NW FRL 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-100-005**

and

COM SW COR THN N 454.78F E 50F TO E ROW LN SE DELAWARE AV & POB THN E 62.46F S 149.8F W 62.46F TO E ROW LN N 149.8F TO POB RD EAS SW 1/4 NW FRL 1/4 SEC 6-79-23

Geo Parcel ID: 7923-06-610-007

and

EX W OF LN BEG 454.78F N & 112.46F ELY OF SW COR THN S 149.8F TO S LN- N 132F E 133.4F W 463.4F & S 150F N 282F W 463.4F S 19.98A W 31A S 62.99A NW FRL 1/4 SEC 6-79-23

Geo Parcel ID: 7923-06-100-017

and

BEG 304.98F N & 50F E OF SW COR THN E 414.01F N 281.8F E 232.16F SW 208.06F S 286.9F SW 567.25F N 226.42F TO POB SW 1/4 NW FRL 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-100-024**

and

BEG 292.56F S & 50F E OF W 1/4 CORNER OF SEC 6-79-23 THN E 143.6F S 90F W 143.6F N 90F TO POB SW 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-300-019**

and

LOT 1 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-301-001**

and

LOT 2 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-301-002**

and

LOT 3 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-301-003**
 and
 LOT 5 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-351-003**
 and
 LOT 6 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-351-004**
 and
 LOT 8 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-351-001**
 and
 LOT 9 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-302-003**
 and
 LOT 10 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-302-002**
 and
 LOT 11 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-302-001**
 and
 PARCEL K BEG 1320.3F S & 420.66F W OF NE COR THN SW 1224.22F N 865.78F E 879.65F TO POB SW 1/4 SEC 31-80-23 **Geo Parcel ID: 8023-31-300-008**
 and
 BEG 1320.3F S & 267.93F W OF NE COR THN SW 1436.78F N 150.32F NE 1224.22F TO S LN METRO NORTH E 152.73F TO POB SE 1/4 SW 1/4 LESS .05A RD SEC 31-80-23
Geo Parcel ID: 8023-31-300-022
 and
 EX PARCEL K BEG 1320.3F S & 420.66F W OF NE COR SW 1/4 THN SW 1224.22F N 865.78F E 879.65F TO POB- & -EX BEG 1320.3F S & 267.93F W OF NE COR THN SW 1436.78F N 150.32F NE 1224.22F TO S LN METRO NORTH E 152.73F TO POB- E 1300.18F LYG E OF I-35 SE 1/4 SW 1/4 LESS RD SEC 31-80-23 **Geo Parcel ID: 8023-31-300-023**
 and
 W 3101.85F MEAS ON S LN N 912.37F N 1/4 LYG E OF I-35 SEC 6-79-23
Geo Parcel ID: 7923-06-200-019
 and
 EX COM SW COR THN E 1246.93F NE 970.08F E 138.28F TO BEG THN NE 144.42F NELY 1245.44F N 999.71F NE 15.32F SE 735.22F S 1010.13F S 338.1F SE 318.65F W 228.11F TO POB- BEG 572.26F N OF CNTR OF SEC THN N 415.28F W 1354.98F NLY 1024.7F TO N LN E 1991.85F S 1462.98F W 735.15F TO POB N 1/2 SEC 6-79-23 **Geo Parcel ID: 7923-06-100-018**
 and

BEG 572.26F N & 735.15F E OF SW COR THN N 1462.98F E 1110F S 1493.02F W 1110.45F TO POB NE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-200-006**
and
BEG 800.48F W OF SE COR THN N 563.75F W 1010.41F S 568.43F TO S LN E TO POB NE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-200-009**
and
PAR C 8629-415 BEG 606.31F E OF CENTER OF SECTION 6 THN N 569.44F E 229.97F S 568.44F W 230.09F TO POB NE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-200-014**
and
BEG 800.48F W OF NE COR THN S 195F W 1010.29F N 195F E TO POB SE 1/4 SEC 6-79-23
Geo Parcel ID: 7923-06-400-001
and
PAR E 8629-417 BEG 606.31F E OF CENTER OF SECTION 6 THN E 230.09F S 194.88F E 1010.21F N 194.97F E 250.07F S 373.99F SWLY ALONG N LN RR ROW 1552.98F N 822.47F TO POB SE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-400-016**
and
OL Z CORPORATE WOODS BUSINESS PARK PLAT 3 **Geo Parcel ID: 7923-06-177-002**
and
PARCEL B BOOK 12441 PAGE 542 OUTLOT W CORPORATE WOODS BUSINESS PARK PLAT 1 **Geo Parcel ID: 7923-06-177-001**
and
OUTLOT X CORPORATE WOODS BUSINESS PARK PLAT 2 **Geo Parcel ID: 7923-06-176-001**
and
LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 2 **Geo Parcel ID: 7923-06-176-002**
and
LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 1 **Geo Parcel ID: 7923-06-100-023**
and
OUTLOT X SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 **Geo Parcel ID: 7923-06-300-022**
and
OUTLOT Y SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 **Geo Parcel ID: 7923-06-300-024**
and
OUTLOT Z SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1
Geo Parcel ID: 7923-06-300-023
and
EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY LESS RD SEC 6-79-23 **Geo Parcel ID: 7923-06-300-008**

and
 BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB
 SW FRL 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-300-009**

and
 E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23 **Geo Parcel ID: 7923-06-300-010**

and
 EX PARCEL I BK 8629 PG 421 BEG 1327.15F E & 779.03F N OF S 1/4 COR
 SEC 6 THN W 845.01F NE 566.28F E 761.81F S 541.67F TO POB- SW 1/4 SE
 1/4 LYING SW OF CORPORATE WOODS DR LESS RY & RD SEC 6-79-23 **Geo
 Parcel ID: 7923-06-400-025**

and
 PARCEL G BK 8854 PG 242 BEG 1327.15F E & 779.03F N OF S 1/4 COR SEC
 6 THN N 541.67F W 761.81F NE 310.09F N 19.97F TO S LN RR ROW NELY
 ALNG RR ROW 358.13F NW 50F NELY 523.7F NE 696.57F S 501.35F SE
 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 RR ROW 912.86F NW 50F
 NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23
Geo Parcel ID: 7923-06-400-019

and
 EX PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR SECTION 6
 THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR ROW 912.86F
 NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB- NW 1/4
 SE1/4 LYG S OF RR ROW & -EX E 60F RD EAS- & -EX PAR A N 334.38F S
 540.54F E 316.23F SE 1/4- & -EX S 206.16F E 316.23F SE 1/4- & -EX BEG SE
 COR THN W TO SW COR N 430F SE 1010F TO PT 385F N OF S LN THN S
 TO PT 314.5F W & 240F N OF SE COR E 314.5F S240F TO POB- E 1/2 SE 1/4
 LYG SE OF RR ROW SEC 6-79-23
Geo Parcel ID: 7923-06-400-020

and
 PRT PAR I BK 8629 PG 421 LYG NE OF CORPORATE WOODS DR SW 1/4
 SE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-400-028**

and
 EX S 240F E 316.23F- & -EX PAR A BK 7359 PG 636- & -EX BEG 316.33F W
 SE COR THN W 1010.88F N 202.7F SELY ALNG CUR 603.59F E 440.6F S TO
 POB- BEG 316.23F E OF SE COR THN W TO SW COR N 430F SELY 1010F
 TO PT 385F N OF S LN THN S TO POB SE 1/4 SE 1/4 SEC 6-79-23 **Geo Parcel
 ID: 7923-06-400-027**

and
 PARCEL A N334.38F S540.54F E316.23F SE 1/4 LESS .46A RD EAS SEC 6-
 79-23
Geo Parcel ID: 7923-06-400-012

and
 EX S 33F & E60F RD EAS- S 206.16F E 316.23F SE 1/4 SE 1/4 SEC 6-79-23
Geo Parcel ID: 7923-06-400-006

and

BEG 202.7F N OF SE COR THN NWLY 771.51F NW 37.31F E TO E LN S TO POB SW 1/4 SE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-400-026**

and

LOT 1 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 **Geo Parcel ID: 7923-05-351-003**

and

OUTLOT Z 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 **Geo Parcel ID: 7923-05-351-004**

and

THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4 NW 1/4 SEC 8-79-23 LOT 1 NORTHSTAR POWER PLAT 1 **Geo Parcel ID: 7923-08-101-001**

and

-EX THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4 NW 1/4 SEC 8-79-23- LOT 1 NORTHSTAR POWER PLAT 1 **Geo Parcel ID: 7923-08-101-002**

and

LOT 2 NORTHSTAR POWER PLAT 1 **Geo Parcel ID: 7923-08-102-001**

and

LOT 4 NORTHSTAR POWER PLAT 1 **Geo Parcel ID: 7923-08-102-002**

and

EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W500.63F TO POB- NWFR1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/2 LESS RD SEC 7-79-23 **Geo Parcel ID: 7923-07-100-008**

and

N 1/2 NE 1/4 LYING W OF SE CROSSWINDS DR LESS RD SEC 7-79-23 **Geo Parcel ID: 7923-07-200-006**

and

EX COM NE COR SEC 7 THN W ALNG N LN 478.64F S 50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN E 34.45F TO POB- & EX E 478.5F- N 1/2 NE 1/4 LYG E OF SE CROSSWINDS DR LESS RD SEC 7-79-23

Geo Parcel ID: 7923-07-200-009

and

PARCEL I COM NE COR SEC 7 THN W ALNG N LN 478.64F S 50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN E 34.45F TO POB NE 1/4 NE 1/4 SEC 7-79-23 **Geo Parcel ID: 7923-07-200-010**

and

EX S 240F NLY 1154.12F E 110F- E 478.5F N 1/2 NE 1/4 LESS RD SEC 7-79-23

Geo Parcel ID: 7923-07-200-005

and

N & E OF A LN COM E 1/4 COR SEC 7 THN S 171.2F TO BEG THN W 60F TO EXISTING W RD ROW LN SW 65.78F SWLY 91.26F ALNG CRV WLY

1216.29F SWLY 103.8F ALNG CRV SWLY 7.44F ALNG CRV NW 67.92F
NWLY 92.33F ALNG CRV NW 1220.48F NELY 250.75F ALNG CRV
TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC 7-79-23 **Geo Parcel ID:
7923-07-200-008**

and

S & W OF LN COM E 1/4 COR SEC 7 THN S 171.2F S 247.89F TO BEG THN
W 60F TO EXISTING W RD ROW LN N 25.89F NW 70.6F WLY 7.42F ALNG
CRV W 571.89F NW 285.63F W 427.09F WLY 121.83F ALNG CRV SW 61.24F
SLY 19.46F ALNG CRV SE 10F SW 81.04F NLY 32.77F ALNG CRV NW 64.1F
WLY 19.04F ALNG CRV WLY 9.81F ALNG CRV NW 80.5F ELY 31.24F
ALNG CRV NE 64.35F NLY 17.66F ALNG CRV NW 1298.41F NLY 263.87F
ALNG CRV TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC 7-79-23 **Geo
Parcel ID: 7923-07-400-004**

and

S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23 **Geo Parcel ID: 7923-07-100-009**

and

NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23 **Geo Parcel ID: 7923-07-300-011**

And

SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23 **Geo Parcel ID: 7923-07-400-002**

Right of Way added by Amendment No. 9

SE Corporate Woods Drive right-of-way lying east of the easterly right-of-way line of SE Convenience Blvd extended southwesterly to the South right-of-way line of SE Corporate Woods Drive and lying north of the northerly right-of-way line of SE 72nd St.

AND

SE 72nd Street right-of-way lying east of the easterly right-of-way line of Interstate 35 and lying west of the westerly right-of-way line of SE Moyer Drive extended southerly to the south right-of-way line of SE 72nd Street.

AND

SE Four Mile Drive right-of-way lying south of the south line of Old Dominion Freight Line Plat 1 extended westerly to the west right-of-way line of SE Four Mile Drive and lying north of the north right-of-way line of SE Northstar Drive extended westerly to the west right of way line of SE Four Mile Drive.

AND

All of railroad right-of-way lying within Section 6, Township 79 North, Range 23 West.

AND

Railroad right-of-way lying easterly of centerline of Interstate 35 within Section 7, Township 79 N, Range 23 West.

AMENDMENT NO. 10 AREA

The Southeast ¼ of the Southeast ¼ of Section 7, Township 79 North, Range 23 West of the 5th P.M., in and forming a part of the City of Ankeny, Polk County, Iowa.

Approx. 37.56 acres

SILVER LAND COMPANY LC

6152 NE 46TH ST

ALTOONA, IA 50009-9568

Geo Parcel ID: 7923-07-400-003

AND

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), except the South One Hundred Seventy Five (175) feet of the East Two Hundred Fifty (250) feet of section 18, Township 79, Range 23, Polk County, Iowa.

Approx. 36.44 acres

MYRON STRAIN

5312 NE 29TH ST

ANKENY, IA 50021

Geo Parcel ID: 7923-18-200-002

AMENDMENT NO. 11 AREA

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE SOUTH 297 FEET OF THE WEST 297 FEET OF THE EAST 347 FEET THEREOF AND EXCEPT THAT PART CONVEYED TO POLK COUNTY, IOWA BY QUIT CLAIM DEED IN BOOK 9872, PAGE 581 FILED JUNE 4, 2003 AS AMENDED AND SUBSTITUTED BY QUIT CLAIM DEED IN BOOK 9967, PAGE 474, FILED JULY 9, 2003) IN SECTION 1, TOWNSHIP 79 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS

-and-

COMMENCING AT THE EAST QUARTER CORNER OF SECTION ONE, TOWNSHIP SEVENTY-NINE NORTH, RANGE TWENTY-FOUR WEST OF THE 5TH P.M. POLK COUNTY, IOWA; THENCE N 89°21'18" WEST 1,320.24 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW ¼, SE ¼) (THE POINT OF BEGINNING); THENCE S 00°00'05" EAST 1,317.53 FEET; THENCE N 00°18'41" WEST 1,317.47 FEET; THENCE N 89°21'18" EAST 6.81 FEET TO THE POINT OF BEGINNING, CONTAINING 4,487 SQUARE FEET, THE NORTH 334 OF WHICH ARE SUBJECT TO A ROAD RIGHT OF WAY

-and-

Approximately the South 30 feet of Lot A in Chapman Brothers Farm Plat 2, an Official Plat in Ankeny, Polk County, Iowa with the intent to include that part of said Lot A that was not previous included within the Urban Renewal Area.

AMENDMENT NO. 12 AREA

The East One Half (E ½) of the South One Half (S ½) of the Southwest Quarter (SW ¼) less 1 acre roadway and less 8.1 acres for Interstate Highway 35, in Section 7, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 13 to the Plan ("Amendment No. 13" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 13 adds the following land to the Urban Renewal Area:

PART OF THE SOUTH ½ OF SECTION 15 AND A PART OF THE NORTH ½ OF SECTION 22 ALL BEING IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CHRISTIAN CHURCH ESTATES, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 AND BEING A POINT ON THE SOUTH LINE OF LOT A OF GOLFVIEW TERRACE PLAT 4, BEING AN OFFICIAL PLAT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 TO THE SOUTHWEST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 AND ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 EXTENDED NORTH TO THE NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND BEING ON THE NORTH LINE OF STREET LOT A OF GOLFVIEW TERRACE PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHWEST CORNER OF LOT A OF LAKEVIEW PLAZA PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH

LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHEAST CORNER OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHWEST CORNER OF LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 4, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 4 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 4 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 2 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 2 AND BEING SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 6, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 6 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 6 AND BEING THE SOUTHWEST CORNER OF LOT 32 OF FRONTIER VILLAGE PLAT 8, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 32 TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF LOT A OF HANDIMART PLAT 1, BEING AN OFFICIAL PLAT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID HANDIMART PLAT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE TO THE EAST LINE OF LOT A; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG SAID EAST LINE OF HANDIMART PLAT 1 TO THE SOUTHEAST CORNER OF SAID LOT A OF HANDIMART PLAT 1 AND BEING THE SOUTHWEST CORNER OF LOT F OF SAID FRONTIER VILLAGE PLAT 8; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT F OF FRONTIER VILLAGE PLAT 8 TO THE INTERSECTION OF THE WEST LINE OF LOTS 64-68 OF WEST LAWN PLACE PLAT 3, BEING AN

OFFICIAL PLAT, EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 EXTENDED NORTH AND ALONG THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 TO THE INTERSECTION OF THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY; THENCE WEST ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY AND BEING ALONG THE NORTH LINE SW 3RD STREET RIGHT-OF-WAY AND BEING ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 6 AND BEING THE SOUTHEAST CORNER OF WESTLAWN PLACE PLAT 7, BEING AN OFFICIAL PLAT; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID WESTLAWN PLACE PLAT 7 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 7; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SAID SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 7 EXTENDED WEST TO THE EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET BEING 33.00 FEET EAST OF THE EAST LINE OF LAKEVIEW PLAZA PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED SOUTHERLY; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH TO THE INTERSECTION OF THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG SAID SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST AND ALONG THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 TO THE SOUTHWEST CORNER OF SAID LAKEVIEW PLAZA PLAT 3 AND BEING THE SOUTHEAST CORNER OF SAID CHRISTIAN CHURCH ESTATES; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG THE SOUTH LINE OF SAID CHRISTIAN CHURCH ESTATES TO THE POINT OF BEGINNING AND CONTAINING 53.66 AC (2,337,259 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 13; and

WHEREAS, by resolution adopted on March 6, 2023, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 13 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 13 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Economic Development Director, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 13 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 13, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 13 concerning the area of the City of Ankeny, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of those families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 13 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan of the City of Ankeny, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan for the City of Ankeny, State of Iowa"; Amendment No. 13, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 13 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 13 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 13 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 13, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 3rd day of April, 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT 1

AMENDMENT NO. 13

to the

1989 ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN

CITY OF ANKENY, IOWA

Original Area Adopted – 1989

Amendment No. 1 – 1994

Amendment No. 2 – 2003

Amendment No. 3 – 2003

Amendment No. 4 – 2005

Amendment No. 5 – 2012

Amendment No. 6 – 2015

Amendment No. 7 – 2017

Amendment No. 8 – 2018

Amendment No. 9 – 2018

Amendment No. 10 – 2019

Amendment No. 11 – 2020

Amendment No. 12 – 2021

Amendment No. 13 – 2023

**TO THE
1989 ANKENY ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN**

CITY OF ANKENY, IOWA

INTRODUCTION

The 1989 Ankeny Economic Development Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the 1989 Ankeny Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1989, and subsequently amended 12 times, is being further amended by this Amendment No. 13 (“Amendment No. 13” or “Amendment”) to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the original 1989 Ankeny Economic Development Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

BASE VALUE

The property included in the original Plan, adopted in 1989, the property added or removed by each prior amendment, and the property added by this Amendment No. 13 each may be referred to as “Subareas” in this Amendment. All Subareas of the Urban Renewal Area are depicted in Exhibit B. The property included in the original Plan, adopted in 1989, is called the “Original Subarea”. The property added by this Amendment is called the “Amendment No. 13 Subarea.” The Subareas make up the total Urban Renewal Area. The City is not intending to place the Amendment No. 13 Subarea into a tax increment financing ordinance. Nothing in this Amendment affects already established frozen base values for any pre-existing Subarea previously placed in a tax increment financing ordinance.

DESCRIPTION OF AREA

The legal description of the property being added to the Urban Renewal Area by this Amendment No. 13 is attached hereto as Exhibit A. A depiction of the Area after this Amendment, including all Subareas, is set out in Exhibit B.

AREA DESIGNATION

The Urban Renewal Area has previously been designated as a mixed-use area for both the promotion of economic development, commercial and industrial development, and blight remediation. That designation is not changed by this Amendment. The property being added by Amendment No. 13 is designated as appropriate for the promotion of economic development – commercial and industrial.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and updated January 17, 2023. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects have been authorized prior to the date of this Amendment, and many are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in prior amendments.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 13)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
SW Oralabor Road and SW State Street intersection improvements and construction of a pedestrian underpass	2023 - 2024	\$5,255,000 – \$10,510,000	Improves traffic flow and pedestrian access and promotes commercial development
SW State Street Reconstruction – SW Ordinance Road to West 1 st Street (SB Lanes)	2023	\$1,825,000 - \$3,650,000	Improves deteriorated pavement conditions through busy commercial and industrial corridor

West 1 st Street widening and improvements – Phase 2	2024 - 2027	\$12,100,000 - \$24,200,000	Improves traffic flow and promotes commercial redevelopment
TOTAL		\$19,180,000 - \$38,360,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$35,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL DATA

1.	July 1, 2022 constitutional debt limit:	\$395,854,796
2.	Current outstanding general obligation debt:	\$110,000,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 13) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will	\$54,680,000 - \$73,860,000 for future projects This total does not include

	consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 13) as described above to be funded by TIF Funds will be approximately as stated in the next column:	financing costs related to debt issuance, which will be incurred over the life of the Area.
--	--	---

REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment No. 13 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, ordinance or any other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The Original 1989 Urban Renewal Area and Plan was adopted in March of 1989 and debt was certified thereafter. The Original Plan contained no sunset and none was required by law at the time of adoption; accordingly, the Original Subarea has no sunset. Amendment No. 1 to the 1989 Urban Renewal Area and Plan was adopted in February of 1994, and debt was certified shortly thereafter. The City self-imposed a sunset date as to the Amendment No. 1 Subarea that was not required by statute. The self-imposed sunset was June 30, 2004 and effective "thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, 1993, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance the Urban Renewal Project". The City has certified for incremental taxes continuously since Amendment No. 1 was adopted in order to pay for loans, monies advanced or indebtedness incurred by the City so the Amendment No. 1 self-imposed sunset has not expired. In Amendment No. 5, the City eliminated this self-imposed sunset and elected the same sunset for the Amendment No. 1 Subarea as is applicable to the Amendment No. 2 Subarea, or Fiscal Year 2023/2024. The Amendment No. 2 Subarea was approved by the City Council on May 19, 2003, and debt was certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 2 Subarea. The Amendment No. 3 Subarea was approved by the City Council on November 17, 2003, and debt certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 3 Subarea. Amendment No. 4 designated property within the Original Subarea as appropriate for blight remediation. Notwithstanding any inconsistent document, no sunset exists for an Urban Renewal Area that contains blight, so the Amendment No. 4 Subarea has no sunset. The Amendment No. 5 Subarea was approved by the City Council in 2012, and debt certified in 2012; therefore fiscal year 2032/2033 is the last year

that tax increment can be collected in the Amendment No. 5 Subarea. Amendment No. 6 and 7 did not add land so no sunset date applies. Likewise, no sunset applies to the Amendment No. 8 Subarea because Amendment No. 8 primarily removed property, and the property added by Amendment No. 8 was public right of way and no increment will be collected therefrom. The Amendment No. 9 Subarea was approved by the City Council in 2018, a TIF Ordinance placed on the Subarea in 2018, and debt certified in 2018; therefore, fiscal year 2038/2039 will be the last year that tax increment can be collected in the Amendment No. 9 Subarea. The Amendment No. 10 Subarea was approved by the City Council in 2019, a TIF Ordinance placed on the Subarea in 2019, and debt certified in 2019; therefore, fiscal year 2039/2040 will be the last year that tax increment can be collected in the Amendment No. 10 Subarea. The Amendment No. 11 Subarea was approved by the City Council in 2020, a TIF Ordinance placed on the Subarea in 2020, and debt certified in 2020; therefore fiscal year 2040/2041 will be the last year that tax increment can be collected in the Amendment No. 11 Subarea. The Amendment No. 12 Subarea was approved by the City Council in 2021, a TIF Ordinance placed on the Subarea in 2021, and debt certified in 2021; therefore fiscal year 2041/2042 will be the last year that tax increment can be collected in the Amendment No. 12 Subarea. No sunset applies to the Amendment No. 13 Subarea because the City is not intending to place the property added by Amendment No. 13 into a TIF Ordinance.

EXHIBIT A
LEGAL DESCRIPTION OF AMENDMENT NO. 13 SUBAREA

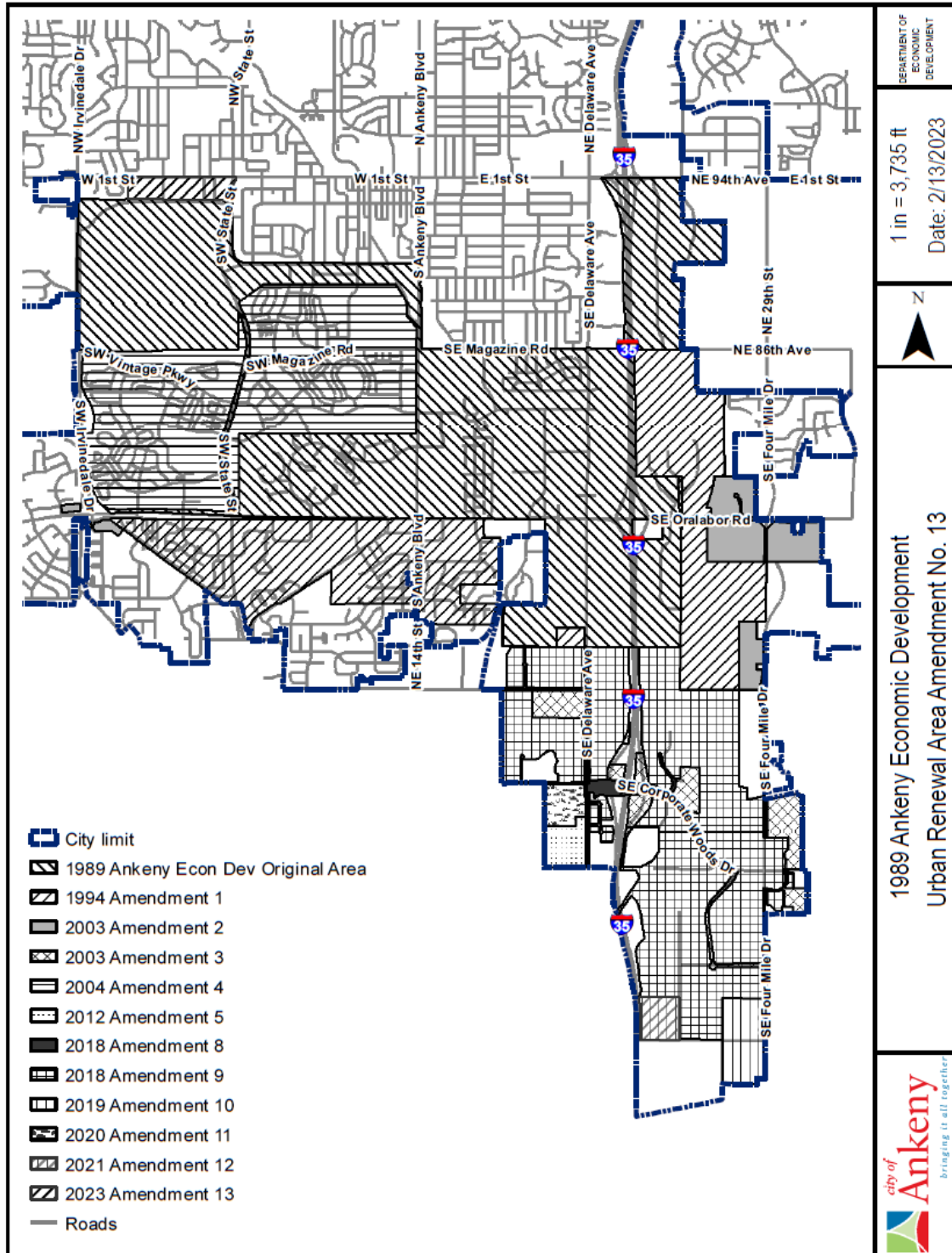
PART OF THE SOUTH ½ OF SECTION 15 AND A PART OF THE NORTH ½ OF SECTION 22 ALL BEING IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CHRISTIAN CHURCH ESTATES, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 AND BEING A POINT ON THE SOUTH LINE OF LOT A OF GOLFVIEW TERRACE PLAT 4, BEING AN OFFICIAL PLAT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 TO THE SOUTHWEST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 AND ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 EXTENDED NORTH TO THE NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND BEING ON THE NORTH LINE OF STREET LOT A OF GOLFVIEW TERRACE PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHWEST CORNER OF LOT A OF LAKEVIEW PLAZA PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHEAST CORNER OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHWEST CORNER OF LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 4, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 4 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 4 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 2 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 2 AND BEING SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 6, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 6 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 6 AND BEING THE SOUTHWEST CORNER OF LOT 32 OF FRONTIER VILLAGE PLAT 8, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 32 TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID

LOT 32 TO THE NORTHWEST CORNER OF LOT A OF HANDIMART PLAT 1, BEING AN OFFICIAL PLAT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID HANDIMART PLAT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE TO THE EAST LINE OF LOT A; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG SAID EAST LINE OF HANDIMART PLAT 1 TO THE SOUTHEAST CORNER OF SAID LOT A OF HANDIMART PLAT 1 AND BEING THE SOUTHWEST CORNER OF LOT F OF SAID FRONTIER VILLAGE PLAT 8; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT F OF FRONTIER VILLAGE PLAT 8 TO THE INTERSECTION OF THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 EXTENDED NORTH AND ALONG THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 TO THE INTERSECTION OF THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY; THENCE WEST ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY AND BEING ALONG THE NORTH LINE SW 3RD STREET RIGHT-OF-WAY AND BEING ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 6 AND BEING THE SOUTHEAST CORNER OF WESTLAWN PLACE PLAT 7, BEING AN OFFICIAL PLAT; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID WESTLAWN PLACE PLAT 7 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 7; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SAID SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 7 EXTENDED WEST TO THE EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET BEING 33.00 FEET EAST OF THE EAST LINE OF LAKEVIEW PLAZA PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED SOUTHERLY; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH TO THE INTERSECTION OF THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG SAID SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST AND ALONG THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 TO THE SOUTHWEST CORNER OF SAID LAKEVIEW PLAZA PLAT 3 AND BEING THE SOUTHEAST CORNER OF SAID CHRISTIAN CHURCH ESTATES; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG THE SOUTH LINE OF SAID CHRISTIAN CHURCH ESTATES TO THE POINT OF BEGINNING AND CONTAINING 53.66 AC (2,337,259 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EXHIBIT B **MAP OF URBAN RENEWAL AREA FOLLOWING ADOPTION OF** **AMENDMENT NO. 13**



CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-29:

Proposed 2023 Asphalt Street Resurfacing Program - SW Ordinance Road

EXECUTIVE SUMMARY:

The 2023 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from approximately 500’ west of SW Cherry Street to approximately 700’ east of SW Railroad Drive.

The construction improvements include approximately 300 CY of Class 13 excavation, 200 CY of topsoil import, 4,700 SY of asphalt milling, 1,800 TON of hot mix asphalt (HMA), 200 TON of granular shoulder, 85 STA of pavement markings, removal and replacement of sidewalk, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 28, 2023. Three (3) bids were received as follows:

1. OMG Midwest dba Des Moines Asphalt and Paving \$287,826.95
2. InRoads, LLC \$310,040.00
3. Grimes Asphalt and Paving Corporation \$315,969.50

The Engineer's Estimate for the project was \$331,094.00. The bids ranged from approximately 5% below to 13% below the estimate. OMG Midwest dba Des Moines Asphalt and Paving has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2023 Asphalt Street Resurfacing Program – SW Ordinance Road project to OMG Midwest dba Des Moines Asphalt and Paving of Ankeny, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than June 5, 2023 and no later than June 26, 2023.

The Contractor shall substantially complete the project no later than August 4, 2023. Substantial completion for the project shall be defined as all grading and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. The Contractor shall fully complete the project no later than August 18, 2023. Full completion for the project shall be defined as all work, including punch list items, pavement markings, and surface restoration completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$331,094.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road project.
3. Receive and file the report of bids received on March 28, 2023.
4. Approve Resolution, making award of construction contract to OMG Midwest dba Des Moines Asphalt and Paving of Ankeny, Iowa.

5. Approve Resolution, approving contract and bonds with OMG Midwest dba Des Moines Asphalt and Paving in the amount of \$287,826.95.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 6, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as March 28, 2023, and setting the public hearing date as April 3, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-29.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2023-29

5:30 P.M.

APRIL 3, 2023

PROPOSED 2023 ASPHALT RESURFACING PROGRAM – SW ORDNANCE ROAD

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2023 Asphalt Resurfacing Program – SW Ordinance Road. Notice of this hearing was published in the Des Moines Register on the 17th day of March, 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, Mark Mueller, Public Works Director, provide a report to the Council on said project.”

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-29.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE 2023
ASPHALT STREET RESURFACING PROGRAM - SW
ORDNANCE ROAD

WHEREAS, on the **6th** day of **March**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road; and

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

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

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

PASSED AND APPROVED this 3rd day of April, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
4-3-23

BID LETTING

10:30 A.M.

MARCH 28, 2023

2023 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 Asphalt Street Resurfacing Program – SW Ordinance Road in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 331,094⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Des Moines Asphalt & Paving 2401 SE Tones Dr Ste 13 Ankeny IA 50021	287,826 ⁹⁵	✓
2) ✓	Grimes Asphalt & Paving PO Box 3374 Des Moines IA 50316	315,969 ⁵⁰	✓
3) ✓	Inroads 4761 NE 28th Lane Des Moines IA 50313	310,040 ⁰⁰	✓
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 3, 2023 at 5:30 P.M.

ATTEST:



Mark Mueller, Public Works Director


Michelle Yuska, City Clerk

Bid Tabulation

2023 Asphalt Street Resurfacing Program - SW Ordnance Road

				Engineer's Estimate			OMG Midwest dba Des Moines Asphalt and Paving			InRoads, LLC			Grimes Asphalt and Paving Corporation		
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
		EARTHWORK													
2.01	2010-D-3	Topsoil, Off-site	CY	175	\$ 100.00	\$ 17,500.00	175	\$ 94.75	\$ 16,581.25	175	\$ 160.00	\$ 28,000.00	175	\$ 113.00	\$ 19,775.00
2.02	2010-E	Excavation, Class 13, For Widening	CY	307	\$ 50.00	\$ 15,350.00	307	\$ 26.80	\$ 8,227.60	307	\$ 56.00	\$ 17,192.00	307	\$ 30.00	\$ 9,210.00
2.03	2010-999-A	Granular Shoulder, Type B	TON	124	\$ 50.00	\$ 6,200.00	124	\$ 45.50	\$ 5,642.00	124	\$ 75.00	\$ 9,300.00	124	\$ 50.50	\$ 6,262.00
		STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	6010-E-1	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,215.00	\$ 3,215.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,800.00	\$ 3,800.00
		STREETS AND RELATED WORK													
7.01	7020-A	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	230	\$ 110.00	\$ 25,300.00	230	\$ 96.00	\$ 22,080.00	230	\$ 115.00	\$ 26,450.00	230	\$ 105.00	\$ 24,150.00
7.02	7020-A	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	646	\$ 110.00	\$ 71,060.00	646	\$ 96.00	\$ 62,016.00	646	\$ 110.00	\$ 71,060.00	646	\$ 105.00	\$ 67,830.00
7.03	7020-A	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	731	\$ 110.00	\$ 80,410.00	731	\$ 96.00	\$ 70,176.00	731	\$ 110.00	\$ 80,410.00	731	\$ 105.00	\$ 76,755.00
7.04	7030-A	Removal of Sidewalk	SY	87	\$ 15.00	\$ 1,305.00	87	\$ 16.10	\$ 1,400.70	87	\$ 22.00	\$ 1,914.00	87	\$ 18.00	\$ 1,566.00
7.05	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	46	\$ 75.00	\$ 3,450.00	46	\$ 80.00	\$ 3,680.00	46	\$ 89.00	\$ 4,094.00	46	\$ 89.00	\$ 4,094.00
7.06	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	47	\$ 100.00	\$ 4,700.00	47	\$ 117.00	\$ 5,499.00	47	\$ 94.00	\$ 4,418.00	47	\$ 130.00	\$ 6,110.00
7.07	7030-G	Detectable Warnings, Galvanized Steel	SF	72	\$ 60.00	\$ 4,320.00	72	\$ 59.00	\$ 4,248.00	72	\$ 65.00	\$ 4,680.00	72	\$ 65.00	\$ 4,680.00
7.08	7040-A	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	42	\$ 130.00	\$ 5,460.00	42	\$ 150.00	\$ 6,300.00	42	\$ 99.00	\$ 4,158.00	42	\$ 165.00	\$ 6,930.00
7.09	7040-G	Milling, HMA, 2" Depth	SY	5,413	\$ 3.00	\$ 16,239.00	5,413	\$ 2.80	\$ 15,156.40	5,413	\$ 3.00	\$ 16,239.00	5,413	\$ 2.50	\$ 13,532.50
		TRAFFIC CONTROL													
8.01	8020-C	Painted Pavement Markings, Durable	STA	75	\$ 200.00	\$ 15,000.00	75	\$ 153.00	\$ 11,475.00	75	\$ 135.00	\$ 10,125.00	75	\$ 177.00	\$ 13,275.00
8.02	8020-M	Grooves Cut for Pavement Markings	STA	75	\$ 200.00	\$ 15,000.00	75	\$ 102.00	\$ 7,650.00	75	\$ 80.00	\$ 6,000.00	75	\$ 118.00	\$ 8,850.00
8.03	8030-A	Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 20,500.00	\$ 20,500.00	1	\$ 12,500.00	\$ 12,500.00	1	\$ 21,100.00	\$ 21,100.00
8.04	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$ 150.00	\$ 1,500.00	10	\$ 331.00	\$ 3,310.00	10	\$ 75.00	\$ 750.00	10	\$ 385.00	\$ 3,850.00
		SITE WORK AND LANDSCAPING													
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.20	\$ 9,000.00	\$ 1,800.00	0.20	\$ 2,550.00	\$ 510.00	0.20	\$ 2,500.00	\$ 500.00	0.20	\$ 3,000.00	\$ 600.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	0.20	\$ 10,000.00	\$ 2,000.00	0.20	\$ 5,100.00	\$ 1,020.00	0.20	\$ 5,000.00	\$ 1,000.00	0.20	\$ 6,000.00	\$ 1,200.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.40	\$ 10,000.00	\$ 4,000.00	0.40	\$ 5,100.00	\$ 2,040.00	0.40	\$ 5,000.00	\$ 2,000.00	0.40	\$ 6,000.00	\$ 2,400.00
		MISCELLANEOUS													
11.01	11,020-A	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	1	\$ 15,500.00	\$ 15,500.00	1	\$ 6,500.00	\$ 6,500.00	1	\$ 18,000.00	\$ 18,000.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 1,600.00	\$ 1,600.00	1	\$ 250.00	\$ 250.00	1	\$ 2,000.00	\$ 2,000.00
TOTAL AMOUNT BID =				\$ 331,094.00			\$ 287,826.95			\$ 310,040.00			\$ 315,969.50		

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2023 ASPHALT STREET
RESURFACING PROGRAM - SW ORDNANCE ROAD

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road, described in the plans and specifications heretofore adopted by this Council on April 3, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	OMG Midwest dba Des Moines Asphalt & Paving	of	Ankeny, Iowa
Amount of bid:	\$287,826.95		
Portion of project:	All construction work		

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

PASSED AND APPROVED this 3rd day of April, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2023 ASPHALT STREET
RESURFACING PROGRAM - SW ORDNANCE ROAD

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	<u>OMG Midwest dba Des Moines Asphalt & Paving</u>	of	<u>Ankeny, Iowa</u>
Amount of bid:	<u>\$287,826.95</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 3rd day of April, 2023.

Mayor

ATTEST:

City Clerk



2023 Asphalt Street Resurfacing Program
Map is for Locational Purposes Only.

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 3rd day of April, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and OMG Midwest dba Des Moines Asphalt and Paving, hereinafter called the "Contractor."

WITNESSETH:

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

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

2023 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The 2023 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from approximately 500' west of SW Cherry Street to approximately 700' east of SW Railroad Drive.

The construction improvements include approximately 300 CY of Class 13 excavation, 200 CY of topsoil import, 4,700 SY of asphalt milling, 1,800 TON of hot mix asphalt (HMA), 200 TON of granular shoulder, 85 STA of pavement markings, removal and replacement of sidewalk, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Hundred Eighty Seven Thousand Eight Hundred Twenty Six and 95/100 DOLLARS (\$287,826.95), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the project no later than **August 4, 2023**. Substantial completion for the project shall be defined as all grading and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the project no later than **August 18, 2023**. Full completion for the project shall be defined as all work, including punch list items, pavement markings, and surface restoration completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will

be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

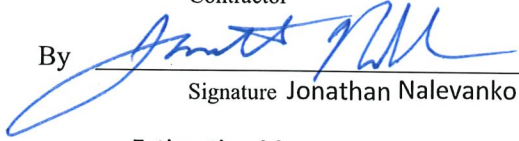
By _____

(Seal)
ATTEST:

CONTRACTOR:

OMG Midwest DBA: Des Moines Asphalt and Paving
Contractor

By



Signature Jonathan Nalevanko

Estimating Manager

Title

2401 SE Tones Dr Suite 13

Street Address

Ankeny, IA 50023

City, State, Zip Code

515-262-9928

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1 0 2 4 - 0 6 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 29 day of March, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jonathan Nalevanko and _____, to me known, who, being by me duly sworn, did say that they are the Estimating Manager, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jonathan Nalevanko and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Erika Uhlenkamp
Notary Public in and for the State of Iowa
My commission expires February 21, 2026

PARTNERSHIP ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Off-site	CY	175	\$ 94.75	\$ 16,581.25
2.02	Excavation, Class 13, For Widening	CY	307	\$ 26.80	\$ 8,227.60
2.03	Granular Shoulder, Type B	TON	124	\$ 45.50	\$ 5,642.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$ 3,215.00	\$ 3,215.00
	STREETS AND RELATED WORK				
7.01	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	230	\$ 96.00	\$ 22,080.00
7.02	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	646	\$ 96.00	\$ 62,016.00
7.03	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	731	\$ 96.00	\$ 70,176.00
7.04	Removal of Sidewalk	SY	87	\$ 16.10	\$ 1,400.70
7.05	Sidewalk, PCC, Class C, 5" Thick	SY	46	\$ 80.00	\$ 3,680.00
7.06	Sidewalk, PCC, Class C, 6" Thick	SY	47	\$ 117.00	\$ 5,499.00
7.07	Detectable Warnings, Galvanized Steel	SF	72	\$ 59.00	\$ 4,248.00
7.08	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	42	\$ 150.00	\$ 6,300.00
7.09	Milling, HMA, 2" Depth	SY	5,413	\$ 2.80	\$ 15,156.40
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Durable	STA	75	\$ 153.00	\$ 11,475.00
8.02	Grooves Cut for Pavement Markings	STA	75	\$ 102.00	\$ 7,650.00
8.03	Temporary Traffic Control	LS	1	\$ 20,500.00	\$ 20,500.00
8.04	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$ 331.00	\$ 3,310.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.20	\$ 2,550.00	\$ 510.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	0.20	\$ 5,100.00	\$ 1,020.00

9.03	Erosion Control Mulching, Hydromulching, BFM	AC	0.40	\$ 5,100.00	\$ 2,040.00
	MISCELLANEOUS				
11.0 1	Mobilization	LS	1	\$ 15,500.00	\$ 15,500.00
11.0 2	Concrete Washout	LS	1	\$ 1,600.00	\$ 1,600.00

TOTAL CONTRACT AMOUNT =

\$ 287,826.95

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, **OMG Midwest, Inc. dba Des Moines Asphalt and Paving**, as Principal (hereinafter the "Contractor" or "Principal") and **Fidelity and Deposit Company of Maryland**, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **Two Hundred Eight Seven Thousand Eight Hundred Twenty Six and 95/100 DOLLARS (\$287,826.95)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 3rd day of April, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The 2023 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from approximately 500' west of SW Cherry Street to approximately 700' east of SW Railroad Drive.

The construction improvements include approximately 300 CY of Class 13 excavation, 200 CY of topsoil import, 4,700 SY of asphalt milling, 1,800 TON of hot mix asphalt (HMA), 200 TON of granular shoulder, 85 STA of pavement markings, removal and replacement of sidewalk, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 28th day of March, 2028.

PRINCIPAL:

**OMG Midwest, Inc. dba
Des Moines Asphalt and Paving**

Contractor

By



Signature

Estimating Manager

Title

SURETY:

Fidelity and Deposit Company of Maryland

Surety Company

By



Signature Attorney-in-Fact Officer

Linda Lee Nipper

Printed Name of Attorney-in-Fact Officer

Marsh USA LLC

Company Name

15 W South Temple Ste 700

Company Address

Salt Lake City, UT 84101

City, State, Zip Code

801.533.3629

Company Telephone Number

NOTE:

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Linda Lee Nipper, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: *Robert D. Murray*
Vice President


By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of March, 2023.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclains@zurichna.com
800-626-4577



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

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

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

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No): E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com
INSURED OMG Midwest, Inc. (182-ANK) DBA Des Moines Asphalt & Paving PO BOX 3365 Des Moines IA 50316	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Liberty Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23035 42404

COVERAGES**CERTIFICATE NUMBER:** 73616272**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 ☒ Primary/Non-Contributory ☒ Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			TB2-C81-004095-112 XCU Coverage Included	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			AS2-C81-004095-122 AS2-C81-054502-522 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	WA7-C8D-004095-022 All except OH, ND, WA, WY WC7-C81-004095-012 WI, MN	9/1/2022	9/1/2023	☒ 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)

CERTIFICATE HOLDER**CANCELLATION**City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny IA 50023

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

AUTHORIZED REPRESENTATIVE

Valerie Reece

Valerie J. Reece

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.



ANKENY CITY COUNCIL

City Council Agenda

April 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
No Review Required

SUBJECT:
PH 2023-30: Proposed Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 - June 30, 2024

EXECUTIVE SUMMARY:
The fiscal year July 1, 2023 - June 30, 2024 property tax levy is proposed to remain at \$9.90 per \$1,000 of taxable property tax valuation.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:
Recommend proposed adoption of budget and certification of city taxes for fiscal year July 1, 2023 - June 30, 2024

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

A public information meeting was held on March 9, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-30.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 FY 2024 Budget



PUBLIC HEARING 2023-30 5:30 P.M. APRIL 3, 2023

**PROPOSED ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES FOR FISCAL YEAR
JULY 1, 2023 – JUNE 30, 2024**

Mayor:

This is the time and place for a public hearing on the proposed budget for Fiscal Year July 1, 2023 – June 30, 2024.

Estimated tax levy per \$1,000 of regular property tax valuation \$9.90

Estimated tax levy per \$1,000 of agricultural land valuation \$3.00375

Notice of this hearing was published in the Des Moines Register on the 22nd day of March 2023.

Mayor:

“Has any written correspondence been received regarding the proposed budget?”

City Clerk:

None in the Clerk’s Office

Mayor:

I would like to request, at this time, David Jones, City Manager, provide a report to the Council on this proposed budget.”

After City Manager Report:

“Is there anyone present that wishes to be heard for or against this proposed budget?”

1. Consider **MOTION** to close public hearing 2023-30.

“Further consideration and action on this item will take place under “New Business”, agenda item “J” later in the meeting.”

RESOLUTION

A RESOLUTION ADOPTING THE PROPOSED BUDGET FOR FISCAL YEAR JULY 1, 2023 – JUNE 30, 2024

WHEREAS, a notice of public hearing concerning the proposed budget for Fiscal Year July 1, 2023 – June 30, 2024 was published as required; and

WHEREAS, upon consideration of the proposed budget for Fiscal Year July 1, 2023 – June 30, 2024, the City Council opened the public hearing and heard taxpayers, for and against the proposed budget; and

WHEREAS, the City Council, after hearing all taxpayers wishing to be heard, and considering the statements made, considered the proposed budget for Fiscal Year July 1, 2023 – June 30, 2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposed budget for Fiscal Year July 1, 2023 – June 30, 2024 for the City of Ankeny, Iowa as attached, be adopted.

Passed and approved the 3rd day of April, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of: ANKENY County Name: POLK COUNTY

Adopted On: 4/3/2023 Resolution: 2023-144

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	4,683,389,431	2b	4,651,627,147	
DEBT SERVICE	3a	5,049,775,865	3b	5,018,013,581	
Ag Land	4a	4,821,902			
City Number: 77-714 Last Official Census: 67,887					

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	29,051,533	28,854,508	43 6.20310
Non-Voted Other Permissible Levies							
Contract for use of Bridge	0.67500			6		0	44 0.00000
Opr & Maint publicly owned Transit	0.95000			7		0	45 0.00000
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46 0.00000
Opr & Maint of City owned Civic Center	0.13500			9		0	47 0.00000
Planning a Sanitary Disposal Project	0.06750			10		0	48 0.00000
Aviation Authority (under sec.330A.15)	0.27000			11	687,990	683,324	49 0.14690
Levee Impr. fund in special charter city	0.06750			13		0	51 0.00000
Liability, property & self insurance costs	Amt Nec			14		0	52 0.00000
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462		0	465 0.00000
Voted Other Permissible Levies							
Instrumental/Vocal Music Groups	0.13500			15		0	53 0.00000
Memorial Building	0.81000			16		0	54 0.00000
Symphony Orchestra	0.13500			17		0	55 0.00000
Cultural & Scientific Facilities	0.27000			18		0	56 0.00000
County Bridge	As Voted			19		0	57 0.00000
Missi or Missouri River Bridge Const.	1.35000			20		0	58 0.00000
Aid to a Transit Company	0.03375			21		0	59 0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60 0.00000
City Emergency Medical District	1.00000			463		0	466 0.00000
Support Public Library	0.27000			23		0	61 0.00000
Unified Law Enforcement	1.50000			24		0	62 0.00000
Total General Fund Regular Levies (5 thru 24)				25	29,739,523	29,537,832	
Ag Land	3.00375			26	14,484	14,484	63 3.00375
Total General Fund Tax Levies (25 + 26)				27	29,754,007	29,552,316	
Special Revenue Levies							
Emergency (if general fund at levy limit)	0.27000			28		0	64 0.00000
Police & Fire Retirement	Amt Nec			29	2,575,864	2,558,395	0.55000
FICA & IPERS (if general fund at levy limit)	Amt Nec			30		0	0.00000
Other Employee Benefits	Amt Nec			31		0	0.00000
Total Employee Benefit Levies (29,30,31)				32	2,575,864	2,558,395	65 0.55000
Sub Total Special Revenue Levies (28+32)				33	2,575,864	2,558,395	
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation				
SSMID 1		0	0	34		0	66 0.00000
SSMID 2		0	0	35		0	67 0.00000
SSMID 3		0	0	36		0	68 0.00000
SSMID 4		0	0	37		0	69 0.00000
SSMID 5		0	0	555		0	565 0.00000
SSMID 6		0	0	556		0	566 0.00000
SSMID 7		0	0	1177		0	1179 0.00000
SSMID 8		0	0	1185		0	1187 0.00000
Total Special Revenue Levies				39	2,575,864	2,558,395	
Debt Service Levy 76.10(6)	Amt Nec			40	15,149,328	15,054,041	70 3.00000
Capital Projects (Capital Improv. Reserve)	0.67500			41		0	71 0.00000
Total Property Taxes (27+39+40+41)				42	47,479,199	47,164,752	72 9.90000

(Signature)

(Date)

(County Auditor)

(Date)

NOTICE OF PUBLIC HEARING - CITY OF ANKENY - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/6/2023 **Meeting Time:** 05:30 PM **Meeting Location:** Ankeny Kirkendall Public Library

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.ankenyiowa.gov

City Telephone Number
(515) 965-6400

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	4,476,429,489	4,683,389,431	4,683,389,431	
Tax Levies:				
Regular General	27,544,814	27,544,814	29,843,032	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			0	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement	2,462,036	2,462,036	2,644,508	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	30,006,850	30,006,850	32,487,540	8.26
Tax Rate	6.70330	6.40708	6.93676	

Explanation of significant increases in the budget:

The fiscal year July 1, 2023 - June 30, 2024 property tax levy is proposed to remain at \$9.90 per \$1,000 of taxable property tax valuation. The aviation authority and debt service property tax levies are not reflected in the table above, which includes a \$0.05 reduction in the debt service property tax levy. Additional revenues will be used to address increased service demands due to the City's growth.

If applicable, the above notice also available online at:

www.ankenyiowa.gov/207/budget

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

FUND BALANCE
City Name: ANKENY
Fiscal Year July 1, 2023 - June 30, 2024

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2022										
	1	27,457,157	15,365,513	2,023,248	1,668,957	41,188,467	0	87,703,342	50,022,802	137,726,144
	2	42,834,908	11,790,332	9,148,707	38,189,219	28,551,661	0	130,514,827	49,500,906	180,015,733
	3	38,654,821	12,176,222	9,008,551	38,022,650	23,595,037	0	121,457,281	46,538,154	167,995,435
	4	31,637,244	14,979,623	2,163,404	1,835,526	46,145,091	0	96,760,888	52,985,554	149,746,442
Re-Estimated FY 2023										
	5	31,637,244	14,979,623	2,163,404	1,835,526	46,145,091	0	96,760,888	52,985,554	149,746,442
	6	47,226,295	11,545,487	9,963,142	24,203,845	25,880,649	0	118,819,418	65,441,603	184,261,021
	7	47,318,642	16,143,540	9,786,710	24,205,486	46,287,932	0	143,742,310	63,309,942	207,052,252
	8	31,544,897	10,381,570	2,339,836	1,833,885	25,737,808	0	71,837,996	55,117,215	126,955,211
Budget FY 2024										
	9	31,544,897	10,381,570	2,339,836	1,833,885	25,737,808	0	71,837,996	55,117,215	126,955,211
	10	48,384,433	11,697,979	10,399,833	25,026,995	23,567,913	0	119,077,153	53,605,687	172,682,840
	11	49,331,081	12,653,153	10,362,808	25,028,489	30,775,398	0	128,150,929	66,806,019	194,956,948
	12	30,598,249	9,426,396	2,376,861	1,832,391	18,530,323	0	62,764,220	41,916,883	104,681,103

LOCAL EMC SUPPORT

City Name: ANKENY

Fiscal Year July 1, 2023 - June 30, 2024

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	35,144	34,906
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2024	35,144	34,906

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: ANKENY
Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY									
Police Department/Crime Prevention	1 12,223,946	2,761,677						14,985,623	12,686,866
Jail	2							0	0
Emergency Management	3 60,944							60,944	83,086
Flood Control	4							0	0
Fire Department	5 4,823,191	5,000						4,828,191	4,125,324
Ambulance	6 6,303,138							6,303,138	4,493,053
Building Inspections	7 2,124,965							2,124,965	1,886,940
Miscellaneous Protective Services	8 112,504							112,504	96,964
Animal Control	9 31,000							31,000	15,565
Other Public Safety	10							0	0
TOTAL (lines 1 - 10)	11 25,679,688	2,766,677				0		28,446,365	23,387,798
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12	4,771,095						4,771,095	3,941,878
Parking - Meter and Off-Street	13							0	0
Street Lighting	14	702,000						702,000	661,595
Traffic Control and Safety	15	1,527,513						1,527,513	1,223,385
Snow Removal	16	1,204,872						1,204,872	482,386
Highway Engineering	17							0	0
Street Cleaning	18							0	0
Airport (if not Enterprise)	19 669,455							669,455	637,576
Garbage (if not Enterprise)	20							0	0
Other Public Works	21							0	0
TOTAL (lines 12 - 21)	22 669,455	8,205,480				0		8,874,935	6,946,820
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26							0	0
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29							0	822
TOTAL (lines 23 - 29)	30 0	0				0		0	822
CULTURE & RECREATION									
Library Services	31 2,617,123	57,000						2,674,123	2,421,050
Museum, Band and Theater	32							0	0
Parks	33 2,465,621	11,000						2,476,621	1,774,765
Recreation	34 2,131,288	36,800						2,168,088	1,784,367
Cemetery	35 600							600	600
Community Center, Zoo, & Marina	36 561,885							561,885	163,775
Other Culture and Recreation	37 2,980,785							2,980,785	2,314,591
TOTAL (lines 31 - 37)	38 10,757,302	104,800				0		10,862,102	8,459,148

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: ANKENY
Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39								0	0
Economic Development	40	460,621							460,621	346,138
Housing and Urban Renewal	41	33,454							33,454	8,208
Planning & Zoning	42	1,186,089							1,186,089	1,062,499
Other Com & Econ Development	43	1,023,021							1,023,021	883,501
TIF Rebates	44			2,565,008					2,565,008	1,974,910
TOTAL (lines 39 - 44)	45	2,703,185	0	2,565,008			0		5,268,193	4,275,256
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	1,348,967							1,348,967	1,212,559
Clerk, Treasurer, & Finance Adm.	47	1,033,517							1,033,517	924,664
Elections	48								0	0
Legal Services & City Attorney	49								0	0
City Hall & General Buildings	50	89,914							89,914	74,816
Tort Liability	51								0	0
Other General Government	52	2,443,764							2,443,764	2,176,409
TOTAL (lines 46 - 52)	53	4,916,162	0	0			0		4,916,162	4,388,448
DEBT SERVICE										
Gov Capital Projects	54				24,205,486				24,205,486	38,022,650
TIF Capital Projects	55					33,806,551			33,806,551	18,930,510
TOTAL CAPITAL PROJECTS	56					11,938,850			11,938,850	4,664,527
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	57	0	0	0		45,745,401	0		45,745,401	23,595,037
58	44,725,792		11,076,957	2,565,008	24,205,486	45,745,401	0		128,318,644	109,075,979
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							13,932,571	13,932,571	11,315,337
Sewer Utility	60							14,184,223	14,184,223	8,847,594
Electric Utility	61								0	0
Gas Utility	62								0	0
Airport	63								0	0
Landfill/Garbage	64								0	0
Transit	65								0	0
Cable TV, Internet & Telephone	66								0	0
Housing Authority	67								0	0
Storm Water Utility	68							1,224,231	1,224,231	810,867
Other Business Type (city hosp., ISF, parking, etc.)	69							3,514,388	3,514,388	2,976,282
Enterprise DEBT SERVICE	70							1,586,372	1,586,372	11,998,549
Enterprise CAPITAL PROJECTS	71							26,267,064	26,267,064	8,574,781
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73							60,708,849	60,708,849	44,523,410
TOTAL ALL EXPENDITURES (lines 58+73)	74	44,725,792	11,076,957	2,565,008	24,205,486	45,745,401	0	60,708,849	189,027,493	153,599,389
Regular Transfers Out	75	2,592,850	5,066,583			542,531		2,601,093	10,803,057	7,362,405
Internal TIF Loan Transfers Out	76			7,221,702				7,221,702	7,033,641	
Total ALL Transfers Out	77	2,592,850	5,066,583		0	542,531	0	2,601,093	18,024,759	14,396,046
Total Expenditures and Other Fin Uses (lines 74+77)	78	47,318,642	16,143,540	9,786,710	24,205,486	46,287,932	0	63,309,942	207,052,252	167,995,435
Ending Fund Balance June 30	79	31,544,897	10,381,570	2,339,836	1,833,885	25,737,808	0	55,117,215	126,955,211	149,746,442

RE-ESTIMATED REVENUES DETAIL

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
Taxes Levied on Property	1	28,010,027	2,444,185		14,625,463				45,079,675	42,223,372
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	28,010,027	2,444,185	0	14,625,463				45,079,675	42,223,372
Delinquent Property Taxes	4								0	-3,375
TIF Revenues	5			9,902,142					9,902,142	9,119,331
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	204,479	17,851		98,994				321,324	301,711
Utility franchise tax (Iowa Code Chapter 364.2)	7	1,635,000							1,635,000	1,850,629
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10	15,300	1,000		8,000				24,300	25,723
Hotel/Motel Taxes	11	1,924,000							1,924,000	1,527,170
Other Local Option Taxes	12								0	0
Subtotal - Other City Taxes (lines 6 thru 12)	13	3,778,779	18,851		106,994	0			3,904,624	3,705,233
Licenses & Permits	14	2,183,500					75000		2,258,500	2,917,976
Use of Money & Property	15	2,521,479	120,700	61,000	36,000	400,000		201,551	3,340,730	963,974
Intergovernmental:										
Federal Grants & Reimbursements	16	45,000				407,099		210,320	662,419	3,898,440
Road Use Taxes	17		8,723,480						8,723,480	9,052,931
Other State Grants & Reimbursements	18	559,661	46,307		276,946	2,377,606			3,260,520	4,811,307
Local Grants & Reimbursements	19	818,919	36,064						854,983	2,491,000
Subtotal - Intergovernmental (lines 16 thru 19)	20	1,423,580	8,805,851	0	276,946	2,784,705		210,320	13,501,402	20,253,678
Charges for Fees & Service:										
Water Utility	21							18,285,417	18,285,417	16,646,482
Sewer Utility	22							16,355,236	16,355,236	17,502,012
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27								0	0
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32								0	0
Other Fees & Charges for Service	33	5,376,663	21,000					3,400,521	3,400,521	3,245,894
Subtotal - Charges for Service (lines 21 thru 33)	34	5,376,663	21,000	0	0	0	0	2,737,000	8,134,663	8,359,007
Special Assessments	35					277,158		40,778,174	46,175,837	45,753,395
Miscellaneous	36	646,667	134,900			1,903,000		2,959,176	5,643,743	4,413,064
Other Financing Sources:										
Regular Operating Transfers In	37	3,285,600			1,936,740	5,565,786		14,931	10,803,057	7,362,405
Internal TIF Loan Transfers In	38				7,221,702				7,221,702	7,033,641
Subtotal ALL Operating Transfers In	39	3,285,600	0	0	9,158,442	5,565,786	0	14,931	18,024,759	14,396,046
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					14,950,000		21,202,451	36,152,451	36,273,039
Proceeds of Capital Asset Sales	41								0	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42	3,285,600	0	0	9,158,442	20,515,786	0	21,217,382	54,177,210	50,669,085
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	47,226,295	11,545,487	9,963,142	24,203,845	25,880,649	0	65,441,603	184,261,021	180,015,733
Beginning Fund Balance July 1	44	31,637,244	14,979,623	2,163,404	1,835,526	46,145,091	0	52,985,554	149,746,442	137,726,144

EXPENDITURES SCHEDULE PAGE 1

City Name: ANKENY

Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY										
Police Department/Crime Prevention	1 13,202,012	2,883,451						16,085,463	14,985,623	12,686,866
Jail	2							0	0	0
Emergency Management	3 99,144							99,144	60,944	83,086
Flood Control	4							0	0	0
Fire Department	5 5,059,815	5,000						5,064,815	4,828,191	4,125,324
Ambulance	6 6,392,097							6,392,097	6,303,138	4,493,053
Building Inspections	7 2,152,474							2,152,474	2,124,965	1,886,940
Miscellaneous Protective Services	8 118,129							118,129	112,504	96,964
Animal Control	9 31,000							31,000	31,000	15,565
Other Public Safety	10							0	0	0
TOTAL (lines 1 - 10)	11 27,054,671	2,888,451				0		29,943,122	28,446,365	23,387,798
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	4,779,141						4,779,141	4,771,095	3,941,878
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14	726,000						726,000	702,000	661,595
Traffic Control and Safety	15	1,457,248						1,457,248	1,527,513	1,223,385
Snow Removal	16	1,383,193						1,383,193	1,204,872	482,386
Highway Engineering	17							0	0	0
Street Cleaning	18							0	0	0
Airport	19 702,928							702,928	669,455	637,576
Garbage (if not Enterprise)	20							0	0	0
Other Public Works	21							0	0	0
TOTAL (lines 12 - 21)	22 702,928	8,345,582				0		9,048,510	8,874,935	6,946,820
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	0	822
TOTAL (lines 23 - 29)	30 0	0				0		0	0	822
CULTURE & RECREATION										
Library Services	31 2,789,570	46,000						2,835,570	2,674,123	2,421,050
Museum, Band and Theater	32							0	0	0
Parks	33 2,433,714	11,000						2,444,714	2,476,621	1,774,765
Recreation	34 2,214,222	27,120						2,241,342	2,168,088	1,784,367
Cemetery	35 600							600	600	600
Community Center, Zoo, & Marina	36 585,320							585,320	561,885	163,775
Other Culture and Recreation	37 2,980,021							2,980,021	2,980,785	2,314,591
TOTAL (lines 31 - 37)	38 11,003,447	84,120				0		11,087,567	10,862,102	8,459,148

EXPENDITURES SCHEDULE PAGE 2

City Name: ANKENY

Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39								0	0	0
Economic Development	40	392,551							392,551	460,621	346,138
Housing and Urban Renewal	41	23,707							23,707	33,454	8,208
Planning & Zoning	42	1,219,152							1,219,152	1,186,089	1,062,499
Other Com & Econ Development	43	1,032,176							1,032,176	1,023,021	883,501
TIF Rebates	44			2,804,559					2,804,559	2,565,008	1,974,910
TOTAL (lines 39 - 44)	45	2,667,586	0	2,804,559			0		5,472,145	5,268,193	4,275,256
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	1,667,374							1,667,374	1,348,967	1,212,559
Clerk, Treasurer, & Finance Adm.	47	1,142,587							1,142,587	1,033,517	924,664
Elections	48								0	0	0
Legal Services & City Attorney	49								0	0	0
City Hall & General Buildings	50	92,148							92,148	89,914	74,816
Tort Liability	51								0	0	0
Other General Government	52	2,626,740							2,626,740	2,443,764	2,176,409
TOTAL (lines 46 - 52)	53	5,528,849	0	0			0		5,528,849	4,916,162	4,388,448
DEBT SERVICE											
Gov Capital Projects	54				25,028,489				25,028,489	24,205,486	38,022,650
TIF Capital Projects	55					26,370,398			26,370,398	33,806,551	18,930,510
TOTAL CAPITAL PROJECTS	56					4,405,000			4,405,000	11,938,850	4,664,527
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	57	0	0	0		30,775,398	0		30,775,398	45,745,401	23,595,037
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility	59							26,354,093	26,354,093	13,932,571	11,315,337
Sewer Utility	60							9,475,151	9,475,151	14,184,223	8,847,594
Electric Utility	61								0	0	0
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	64								0	0	0
Transit	65								0	0	0
Cable TV, Internet & Telephone	66								0	0	0
Housing Authority	67								0	0	0
Storm Water Utility	68							1,194,213	1,194,213	1,224,231	810,867
Other Business Type (city hosp., ISF, parking, etc.)	69							3,823,958	3,823,958	3,514,388	2,976,282
Enterprise DEBT SERVICE	70							2,187,727	2,187,727	1,586,372	11,998,549
Enterprise CAPITAL PROJECTS	71							21,125,273	21,125,273	26,267,064	8,574,781
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							64,160,415	64,160,415	60,708,849	44,523,410
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	46,957,481	11,318,153	2,804,559	25,028,489	30,775,398	0	64,160,415	181,044,495	189,027,493	153,599,389
Regular Transfers Out	75	2,373,600	1,335,000					2,645,604	6,354,204	10,803,057	7,362,405
Internal TIF Loan / Repayment Transfers Out	76								7,558,249	7,221,702	7,033,641
Total ALL Transfers Out	77	2,373,600	1,335,000	7,558,249	0	0	0	2,645,604	13,912,453	18,024,759	14,396,046
Total Expenditures & Fund Transfers Out (lines 74+77)	78	49,331,081	12,653,153	10,362,808	25,028,489	30,775,398	0	66,806,019	194,956,948	207,052,252	167,995,435
Ending Fund Balance June 30	79	30,598,249	9,426,396	2,376,861	1,832,391	18,530,323	0	41,916,883	104,681,103	126,955,211	149,746,442

REVENUES DETAIL

City Name: ANKENY

Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1 29,552,316	2,558,395		15,054,041	0			47,164,752	45,079,675	42,223,372
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3 29,552,316	2,558,395		15,054,041	0			47,164,752	45,079,675	42,223,372
Delinquent Property Taxes	4							0	0	-3,375
TIF Revenues	5		10,338,833					10,338,833	9,902,142	9,119,331
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6 201,691	17,469		95,287	0			314,447	321,324	301,711
Utility franchise tax (Iowa Code Chapter 364.2)	7 1,635,000							1,635,000	1,635,000	1,850,629
Parimutuel wager tax	8							0	0	0
Gaming wager tax	9							0	0	0
Mobile Home Taxes	10 15,300	1,000		8,000				24,300	24,300	25,723
Hotel/Motel Taxes	11 1,982,000							1,982,000	1,924,000	1,527,170
Other Local Option Taxes	12							0	0	0
Subtotal - Other City Taxes (lines 6 thru 12)	13 3,833,991	18,469		103,287	0			3,955,747	3,904,624	3,705,233
Licenses & Permits	14 1,738,500						60000	1,798,500	2,258,500	2,917,976
Use of Money & Property	15 2,583,662	120,700	61,000	36,000	675,000		285,197	3,761,559	3,340,730	963,974
Intergovernmental:										
Federal Grants & Reimbursements	16 45,000				2,605,413			2,650,413	662,419	3,898,440
Road Use Taxes	17	8,825,310						8,825,310	8,723,480	9,052,931
Other State Grants & Reimbursements	18 642,044	53,099		304,464	1,672,500		1,350,000	4,022,107	3,260,520	4,811,307
Local Grants & Reimbursements	19 841,771	31,586			410,000			1,283,357	854,983	2,491,000
Subtotal - Intergovernmental (lines 16 thru 19)	20 1,528,815	8,909,995	0	304,464	4,687,913		1,350,000	16,781,187	13,501,402	20,253,678
Charges for Fees & Service:										
Water Utility	21						19,777,307	19,777,307	18,285,417	16,646,482
Sewer Utility	22						16,515,119	16,515,119	16,355,236	17,502,012
Electric Utility	23							0	0	0
Gas Utility	24							0	0	0
Parking	25							0	0	0
Airport	26							0	0	0
Landfill/Garbage	27							0	0	0
Hospital	28							0	0	0
Transit	29							0	0	0
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32						3,479,814	3,479,814	3,400,321	3,245,894
Other Fees & Charges for Service	33 5,372,906	23,000					2,721,000	8,116,906	8,134,663	8,359,007
Subtotal - Charges for Service (lines 21 thru 33)	34 5,372,906	23,000	0	0	0	0	42,493,240	47,889,146	46,175,837	45,753,395
Special Assessments	35							0	0	0
Miscellaneous	36 638,243	67,420			100,000		3,055,000	3,860,663	5,643,743	4,413,064
Other Financing Sources:										
Regular Operating Transfers In	37 3,136,000			1,970,954	1,230,000		17,250	6,354,204	10,803,057	7,362,405
Internal TIF Loan Transfers In	38			7,558,249				7,558,249	7,221,702	7,033,641
Subtotal ALL Operating Transfers In	39 3,136,000	0	0	9,529,203	1,230,000	0	17,250	13,912,453	18,024,759	14,396,046
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				16,875,000		6,345,000	23,220,000	36,152,451	36,273,039
Proceeds of Capital Asset Sales	41							0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42 3,136,000	0	0	9,529,203	18,105,000	0	6,362,250	37,132,453	54,177,210	50,669,085
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 48,384,433	11,697,979	10,399,833	25,026,995	23,567,913	0	53,605,687	172,682,840	184,261,021	180,015,733
Beginning Fund Balance July 1	44 31,544,897	10,381,570	2,339,836	1,833,885	25,737,808	0	55,117,215	126,955,211	149,746,442	137,726,144
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45 79,929,330	22,079,549	12,739,669	26,860,880	49,305,721	0	108,722,902	299,638,051	334,007,463	317,741,877

ADOPTED BUDGET SUMMARY

City Name: ANKENY

Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
Revenues & Other Financing Sources										
Taxes Levied on Property	1 29,552,316	2,558,395		15,054,041	0			47,164,752	45,079,675	42,223,372
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 29,552,316	2,558,395		15,054,041	0			47,164,752	45,079,675	42,223,372
Delinquent Property Taxes	4 0	0		0	0			0	0	-3,375
TIF Revenues	5		10,338,833					10,338,833	9,902,142	9,119,331
Other City Taxes	6 3,833,991	18,469		103,287	0			3,955,747	3,904,624	3,705,233
Licenses & Permits	7 1,738,500	0					60,000	1,798,500	2,258,500	2,917,976
Use of Money and Property	8 2,583,662	120,700	61,000	36,000	675,000	0	285,197	3,761,559	3,340,730	963,974
Intergovernmental	9 1,528,815	8,909,995	0	304,464	4,687,913		1,350,000	16,781,187	13,501,402	20,253,678
Charges for Fees & Service	10 5,372,906	23,000		0	0	0	42,493,240	47,889,146	46,175,837	45,753,395
Special Assessments	11 0	0		0	0		0	0	277,158	0
Miscellaneous	12 638,243	67,420		0	100,000	0	3,055,000	3,860,663	5,643,743	4,413,064
Sub-Total Revenues	13 45,248,433	11,697,979	10,399,833	15,497,792	5,462,913	0	47,243,437	135,550,387	130,083,811	129,346,648
Other Financing Sources:										
Total Transfers In	14 3,136,000	0	0	9,529,203	1,230,000	0	17,250	13,912,453	18,024,759	14,396,046
Proceeds of Debt	15 0	0	0	0	16,875,000		6,345,000	23,220,000	36,152,451	36,273,039
Proceeds of Capital Asset Sales	16 0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17 48,384,433	11,697,979	10,399,833	25,026,995	23,567,913	0	53,605,687	172,682,840	184,261,021	180,015,733
Expenditures & Other Financing Uses										
Public Safety	18 27,054,671	2,888,451	0			0		29,943,122	28,446,365	23,387,798
Public Works	19 702,928	8,345,582	0	0		0		9,048,510	8,874,935	6,946,820
Health and Social Services	20 0	0	0	0		0		0	0	822
Culture and Recreation	21 11,003,447	84,120	0			0		11,087,567	10,862,102	8,459,148
Community and Economic Development	22 2,667,586	0	2,804,559			0		5,472,145	5,268,193	4,275,256
General Government	23 5,528,849	0	0			0		5,528,849	4,916,162	4,388,448
Debt Service	24 0	0	0	25,028,489		0		25,028,489	24,205,486	38,022,650
Capital Projects	25 0	0	0	0	30,775,398	0		30,775,398	45,745,401	23,595,037
Total Government Activities Expenditures	26 46,957,481	11,318,153	2,804,559	25,028,489	30,775,398	0		116,884,080	128,318,644	109,075,979
Business Type Proprietary: Enterprise & ISF	27						64,160,415	64,160,415	60,708,849	44,523,410
Total Gov & Bus Type Expenditures	28 46,957,481	11,318,153	2,804,559	25,028,489	30,775,398	0	64,160,415	181,044,495	189,027,493	153,599,389
Total Transfers Out	29 2,373,600	1,335,000	7,558,249	0	0	0	2,645,604	13,912,453	18,024,759	14,396,046
Total ALL Expenditures/Fund Transfers Out	30 49,331,081	12,653,153	10,362,808	25,028,489	30,775,398	0	66,806,019	194,956,948	207,052,252	167,995,435
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -946,648	-955,174	37,025	-1,494	-7,207,485	0	-13,200,332	-22,274,108	-22,791,231	12,020,298
Beginning Fund Balance July 1	33 31,544,897	10,381,570	2,339,836	1,833,885	25,737,808	0	55,117,215	126,955,211	149,746,442	137,726,144
Ending Fund Balance June 30	34 30,598,249	9,426,396	2,376,861	1,832,391	18,530,323	0	41,916,883	104,681,103	126,955,211	149,746,442

LONG TERM DEBT SCHEDULE - LT DEBT1
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2014G General Obligation Refunding Capital Loan Notes	1	22,450,000	GO	2014-469	1,625,000	388,838	2,013,838	500	0	2,014,338
2015A General Obligation Bonds	2	7,750,000	GO	2015-237	775,000	32,394	807,394	500	0	417,213
2015B General Obligation Annual Appropriation Urban Renewal Bonds	3	2,200,000	GO	2015-239	280,000	7,000	287,000	500	0	500
2016A General Obligation Refunding Bonds	4	13,090,000	GO	2016-107	1,300,000	58,924	1,358,924	500	0	337,913
2016B General Obligation Bonds	5	13,000,000	GO	2016-173	880,000	54,200	934,200	500	0	531,200
2017A General Obligation Bonds	6	11,675,000	GO	2017-212	1,000,000	136,831	1,136,831	500	0	508,887
2017B Water Revenue Bonds	7	1,605,000	NON-GO	2017-214	135,000	27,469	162,469	500	0	0
2018A General Obligation Bonds	8	17,970,000	GO	2018-236	1,470,000	334,700	1,804,700	600	0	1,142,200
2018B Water Revenue Bonds	9	5,990,000	NON-GO	2018-238	365,000	155,081	520,081	600	0	0
2019A General Obligation Bonds	10	20,740,000	GO	2019-205	1,720,000	543,150	2,263,150	600	0	605,650
2019B Water Revenue Bonds	11	5,090,000	NON-GO	2019-207	290,000	161,700	451,700	600	0	0
2020A General Obligation Bonds	12	17,520,000	GO	2020-233	1,405,000	392,950	1,797,950	600	0	764,400
2020B Water Revenue Bonds	13	3,375,000	NON-GO	2020-235	205,000	72,025	277,025	600	0	0
2021A General Obligation Bonds	14	25,045,000	GO	2021-244	2,420,000	742,700	3,162,700	600	0	1,281,950
2021B Water Revenue Bonds	15	2,865,000	NON-GO	2021-179	123,000	45,973	168,973	6,567	0	0
2022A General Obligation Bonds	16	31,665,000	GO	2022-257	3,905,000	1,227,425	5,132,425	600	0	3,637,382
2023A Water Revenue Bonds	17	5,783,000	NON-GO		238,000	76,608	314,608	10,944	0	0
2023B General Obligation Bonds	18	15,200,000	GO	2023-141	3,595,000	727,777	4,322,777	600	0	4,257,653
2023C Water Revenue Bonds	19	14,603,000	NON-GO		0	292,871	292,871	0	0	0
Business Property Tax Credit	20		NON-GO				0		100,053	-100,053
Commercial and Industrial Replacement	21		NON-GO				0		204,411	-204,411
Interest Income	22		NON-GO				0		36,000	-36,000
Mobile Home Taxes	23		NON-GO				0		8,000	-8,000
Use of Cash Reserves	24		NON-GO				0		1,494	-1,494
	25		-				0			0
	26		-				0			0
	27		-				0			0
	28		-				0			0
	29		-				0			0
	30		-				0			0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT2
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paving Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0	0			0
	32	-				0	0			0
	33	-				0	0			0
	34	-				0	0			0
	35	-				0	0			0
	36	-				0	0			0
	37	-				0	0			0
	38	-				0	0			0
	39	-				0	0			0
	40	-				0	0			0
	41	-				0	0			0
	42	-				0	0			0
	43	-				0	0			0
	44	-				0	0			0
	45	-				0	0			0
	46	-				0	0			0
	47	-				0	0			0
	48	-				0	0			0
	49	-				0	0			0
	50	-				0	0			0
	51	-				0	0			0
	52	-				0	0			0
	53	-				0	0			0
	54	-				0	0			0
	55	-				0	0			0
	56	-				0	0			0
	57	-				0	0			0
	58	-				0	0			0
	59	-				0	0			0
	60	-				0	0			0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT3
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paving Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0				0
	62	-				0				0
	63	-				0				0
	64	-				0				0
	65	-				0				0
	66	-				0				0
	67	-				0				0
	68	-				0				0
	69	-				0				0
	70	-				0				0
	71	-				0				0
	72	-				0				0
	73	-				0				0
	74	-				0				0
	75	-				0				0
	76	-				0				0
	77	-				0				0
	78	-				0				0
	79	-				0				0
	80	-				0				0
	81	-				0				0
	82	-				0				0
	83	-				0				0
	84	-				0				0
	85	-				0				0
	86	-				0				0
	87	-				0				0
	88	-				0				0
	89	-				0				0
	90	-				0				0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT4
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-	-				0				0
	92	-	-				0				0
	93	-	-				0				0
	94	-	-				0				0
	95	-	-				0				0
	96	-	-				0				0
	97	-	-				0				0
	98	-	-				0				0
	99	-	-				0				0
	100	-	-				0				0
	101	-	-				0				0
	102	-	-				0				0
	103	-	-				0				0
	104	-	-				0				0
	105	-	-				0				0
	106	-	-				0				0
	107	-	-				0				0
	108	-	-				0				0
	109	-	-				0				0
	110	-	-				0				0
	111	-	-				0				0
	112	-	-				0				0
	113	-	-				0				0
	114	-	-				0				0
	115	-	-				0				0
	116	-	-				0				0
	117	-	-				0				0
	118	-	-				0				0
	119	-	-				0				0
	120	-	-				0				0
TOTALS					21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT5
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT6
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT7
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - GRAND TOTALS
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2024	Interest Due FY 2024	Total Obligation Due FY 2024	Bond Reg./ Paying Agent Fees Due FY 2024	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	20,375,000	4,646,889	25,021,889	6,600	0	9,529,203	15,499,286
NON GO - TOTAL	1,356,000	831,727	2,187,727	19,811	0	2,557,496	-349,958
GRAND - TOTAL	21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2023 - June 30, 2024

City of: ANKENY

The City Council will conduct a public hearing on the proposed Budget at: Ankeny Kirkendall Public Library - Council Chambers Meeting Date: 4/3/2023 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	9.90000
--	---------

The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375
--	---------

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(515) 965-6400

City Clerk/Finance Officer's NAME
Jennifer Sease

		Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
Revenues & Other Financing Sources				
Taxes Levied on Property	1	47,164,752	45,079,675	42,223,372
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	47,164,752	45,079,675	42,223,372
Delinquent Property Taxes	4	0	0	-3,375
TIF Revenues	5	10,338,833	9,902,142	9,119,331
Other City Taxes	6	3,955,747	3,904,624	3,705,233
Licenses & Permits	7	1,798,500	2,258,500	2,917,976
Use of Money and Property	8	3,761,559	3,340,730	963,974
Intergovernmental	9	16,781,187	13,501,402	20,253,678
Charges for Fees & Service	10	47,889,146	46,175,837	45,753,395
Special Assessments	11	0	277,158	0
Miscellaneous	12	3,860,663	5,643,743	4,413,064
Other Financing Sources	13	23,220,000	36,152,451	36,273,039
Transfers In	14	13,912,453	18,024,759	14,396,046
Total Revenues and Other Sources	15	172,682,840	184,261,021	180,015,733
Expenditures & Other Financing Uses				
Public Safety	16	29,943,122	28,446,365	23,387,798
Public Works	17	9,048,510	8,874,935	6,946,820
Health and Social Services	18	0	0	822
Culture and Recreation	19	11,087,567	10,862,102	8,459,148
Community and Economic Development	20	5,472,145	5,268,193	4,275,256
General Government	21	5,528,849	4,916,162	4,388,448
Debt Service	22	25,028,489	24,205,486	38,022,650
Capital Projects	23	30,775,398	45,745,401	23,595,037
Total Government Activities Expenditures	24	116,884,080	128,318,644	109,075,979
Business Type / Enterprises	25	64,160,415	60,708,849	44,523,410
Total ALL Expenditures	26	181,044,495	189,027,493	153,599,389
Transfers Out	27	13,912,453	18,024,759	14,396,046
Total ALL Expenditures/Transfers Out	28	194,956,948	207,052,252	167,995,435
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-22,274,108	-22,791,231	12,020,298
Beginning Fund Balance July 1	30	126,955,211	149,746,442	137,726,144
Ending Fund Balance June 30	31	104,681,103	126,955,211	149,746,442



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Minutes

MINUTES OF THE ANKENY CITY COUNCIL

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

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Dan Taube, 516 SW Southlawn Dr, Ankeny, spoke in support of UTV use on Ankeny streets.
2. Eric Baker, Greater Des Moines Sister Cities Commission, presented council with an overview.

APPROVAL OF AGENDA

1. Council Member Stearns moved, Bentz seconded, to approve and accept the March 20, 2023 agenda as presented. Ayes: 5.

PUBLIC HEARING

1. PH 2023-25. Mayor Holm announced this is the time and place for the public hearing and meeting on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the North Four Mile Creek Trunk Sewer. Notice of this hearing was published in the Des Moines Register on the 3rd day of March, 2023.

Don Clark, Municipal Utilities Director, reported that the project will extend sanitary sewer west/northwest along NE 54th St to N. Ankeny Blvd, and then continue north along N. Ankeny Blvd for approximately 1000 lineal feet to the end of the project.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Stearns seconded, to close public hearing 2023-25. Ayes: 5.

2. PH 2023-26. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the North Ankeny Boulevard & 18th Street Intersection Improvements. Notice of this hearing was published in the Des Moines Register on the 3rd day of March, 2023.

Mark Mueller, Public Works Director, reported that the intersection improvements will realign the northbound and southbound medians of US 69/ N Ankeny Blvd to provide better sightlines for left-turning drivers. The median curb will be repaired and new landscaping areas prepared. On each corner of the intersection, pedestrian pushbuttons and ramps will be reconstructed to meet the standards of the Americans with Disabilities Act. The traffic signal will be upgraded to modern and low-voltage equipment. Other associated improvements include textured and colored concrete, raised median beds for landscaping, irrigation conduit, pavement markings, traffic signal modifications, traffic control, minimal earthwork, pavement removals, and site restoration. The City of Ankeny will furnish the ATC 48VDC traffic signal cabinet with controller, conflict monitor, and accessories, and LED 48VDC signal modules for installation.

by the Contractor. The project is partially funded by Iowa Department of Transportation through an Urban-State Traffic Engineering Program (U-STEP) grant, with maximum reimbursement of \$200,000.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Stearns seconded, to close public hearing 2023-26. Ayes: 5.

3. PH 2023-27. Mayor Holm announced this is the time and place for a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023 by changing estimates of revenue and expenditure appropriations. There will be no increase in tax levies to be paid. Any increase in expenditures set out will be met from the increase of non-property tax revenues and cash balances not budgeted or considered in this current budget. Notice of this hearing was published in the Des Moines Register on the 10th day of March 2023.

Jennifer Sease, Administrative Services Director, reported that the FY 2023 budget amendment includes the following changes: Amended revenues include increases in hotel/motel taxes, interest income, capital grants, water usage fees and the timing of proceeds from the issuance of Water SRF Notes. Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, vehicle repairs and maintenance and the timing of capital projects.

Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Shafer moved, Ruddy seconded, to close public hearing 2023-27. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of March 6, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of February 21, 2023.
3. Receive and file minutes of the Civil Service Commission meeting of February 13, 2023.

Licenses and Permits

4. Issuance of solid waste permits for April 1, 2023– March 31, 2024.
5. Issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

Finance/Budget

6. Receive and file Financial Reports for February 2023.
7. Receive and file Building Permit Report for February 2023.
8. Receive and file Utility Billing Report for February 2023.
9. Change Order #4 increasing the contract amount by \$1,500.00 to McAninch Corporation for construction services on the Irvinedale Drive Transmission Main - Phase 3 project.
10. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$47,200.00 with MSA Professional Services for design engineering and bid phase services for Uptown Parking Improvements.

11. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$84,555.00 with RDG Planning and Design for final design and bidding phase services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
12. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$222,600.00 with Short Elliot Hendrickson Inc., for construction services on the S. Ankeny Blvd. Transmission Main Project.
13. Payment #11, \$14,595.26 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
14. Payment #9, \$16,170.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
15. Payment #16, \$26,469.25 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th St Reconstruction Project - I-35 to NE Four Mile Dr.
16. Payment #7, \$1,687.50 to HR Green, Inc., for engineering services on the SW State St Fiber Optic Relocation project.
17. Payment #9, \$6,744.00 to McAninch Corporation, for construction services on the Irvinedale Dr Water Main Improvements - Phase 3 project.
18. Payment #11, \$55,396.27 to McClure Engineering Company, for engineering services on the NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd. (Design) project.
19. Payment #2, \$6,550.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.
20. Payment #3, \$1,112.50 to Nilles Associates, Inc., for engineering services on the SW DSM Street Park - Phase 1 project.
21. Payment #19, \$107,890.47 to Reilly Construction Company Inc., for construction services on the West First St Widening and Improvements - Phase 1 project.
22. Payment #8, \$4,447.44 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
23. Payment #4, \$204,678.96 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
24. Payment #6, \$187,059.96 to W RH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 – Well Pump and Control Building project.
25. March 20, 2023 Accounts Payable by fund: General 195,404; Road Use Tax 25,484; Police/Fire Pension 1,977; Library Foundation 44; Water 917,608; Sewer 527,119; Storm Water 17,534; Golf Course 7,409; Enterprise Project 437,184; Revolving 45,096; Risk Management 18,376; Capital Projects 241,602; Payroll Totals 1,305,907; Transfers/ACH (196,781); Agenda Payments approved separately (632,802); Grand Total \$2,911,161.
26. HVAC services contract with Excel Mechanical Company Inc., of Des Moines, Iowa, and authorize the Mayor to sign Letter of Agreement.

Personnel

27. **RESOLUTION 2023-130** authorizing the fiscal year 2023 and 2024 pay scales for seasonal employees.
28. Civil Service Commission certified lists for appointment to: Civil Engineer I, Police Officer, Utilities Operator and Fire Deputy Chief; subject to passing any further departmental requirements.

Community Development

29. **RESOLUTION 2023-131** accepting the final plat for Treasure Acres Plat 1, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Requirements.
30. **RESOLUTION 2023-132** receiving and filing application for annexation, and providing for the giving of notice for annexation, of certain territory located adjacent to the southeast quadrant of the City of Ankeny.

31. **RESOLUTION 2023-133** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa on a 28E Agreement approving an Annexation Boundary Agreement with the City of Alleman, Iowa. (date of hrg: 5/1/23 @ 5:30 p.m.)

Engineering

32. **RESOLUTION 2023-134** accepting a proposal from HMG Land Management in the amount of \$29,942.50 for the construction of the 2023 Native Vegetation Maintenance project.

Administrative

33. **RESOLUTION 2023-135** authorizing and directing the City Manager and legal counsel to execute required documents for the City of Ankeny to opt in to a nationwide opioid litigation settlement.

Approval of Consent Agenda Items

1. Council Member Bentz moved, second by Shafer, to approve the recommendations for Consent Agenda Items CA-1 through CA-33. Ayes: Bentz, Shafer, Perry, Ruddy, Stearns.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2132.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc. Council Member Ruddy moved, Bentz seconded, to accept third consideration of Ordinance 2132, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.
2. **Ord 2133.** An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to general traffic regulations. Council Member Ruddy moved, Stearns seconded, to accept third consideration of Ordinance 2133, sending it on its final passage and publication as required by law. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
3. **Ord 2134.** An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 76 Bicycle Regulations. Council Member Ruddy moved, Stearns seconded, to accept third consideration of Ordinance 2134, sending it on its final passage and publication as required by law. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
4. **Ord 2135.** An ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to multi-use recreational trails. Council Member Bentz moved, Ruddy seconded, to accept third consideration of Ordinance 2135, sending it on its final passage and publication as required by law. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.
5. **Ord 2136.** An Ordinance vacating a water main easement on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4. (PH 2023-16). Council Member Stearns moved, Ruddy seconded, to accept second consideration of Ordinance 2136. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
6. **Ord 2137.** An Ordinance amending Chapter 15 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to mayor appointments. Council Member Stearns moved, Bentz seconded, to accept second consideration of Ordinance 2137. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.
7. **Ord 2138.** An Ordinance amending Chapter 31 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to human rights commission appointed. Council Member Bentz moved, Stearns seconded, to accept second consideration of Ordinance 2138. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.

8. **Ord 2139.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates. Council Member Ruddy moved, Bentz seconded, to accept second consideration of Ordinance 2139. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns. Council Member Bentz moved, Perry seconded, to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2139, sending it on its final passage and publication as required by law. Ayes: Bentz, Perry, Ruddy, Shafer, Stearns.
9. **Ord 2140.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees. Council Member Ruddy moved, Stearns seconded, to accept second consideration of Ordinance 2140. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

NEW BUSINESS

1. Proposed North Four Mile Creek Trunk Sewer (PH 2023-25) Council Member Stearns moved, Bentz seconded to adopt 1) **RESOLUTION 2023-136** adopting plans, specifications, form of contract and estimate of cost \$2,524,770.00; 2) receive and file report of bids received March 14, 2023; and 3) adopt **RESOLUTION 2023-137** making award of construction contract with J&K Contracting in the amount of \$2,000,000.00. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.
2. Proposed North Ankeny Boulevard and 18th Street Intersection Improvements (PH 2023-26) Council Member Perry moved, Ruddy seconded to adopt 1) **RESOLUTION 2023-138** adopting plans, specifications, form of contract and estimate of cost \$443,792.50; 2) receive and file report of bids received March 14, 2023; 3) adopt **RESOLUTION 2023-139** making award of construction contract with All Star Concrete, LLC in the amount of \$439,624.75; and 4) adopt **RESOLUTION 2023-140** approving contract and bonds with All Star Concrete, LLC in the amount of \$439,624.75. Ayes: Perry, Ruddy, Bentz, Shafer, Stearns.
3. Proposed Issuance of \$15,200,000 General Obligation Bonds, Series 2023 Council Member Ruddy moved, Stearns seconded to adopt **RESOLUTION 2023-141** authorizing the issuance of \$15,200,000 General Obligation Bonds, Series 2023, and levying a tax for the payment thereof. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
4. Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2023 (PH 2023-27) Council Member Ruddy moved, Stearns seconded to adopt **RESOLUTION 2023-129** amending the current budget for fiscal year ending June 30, 2023. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
5. Amended FY 2023 Fund Transfers Council Member Stearns moved, Ruddy seconded to adopt **RESOLUTION 2023-142** approving amendment to fiscal year 2023 fund transfers. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
6. Proposed Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 – June 30, 2024 - Set Public Hearing Date Council Member Perry moved, Stearns seconded to set a public hearing on the Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 - June 30, 2024 and direct City Clerk to publish notice of such hearing (date of hrg: 4/03/23 @ 5:30 p.m.). Ayes: Perry, Stearns, Bentz, Ruddy, Shafer.
7. Proposed NW Irvinedale Drive & NW 18th Street Intersection Improvements - Professional Services Agreement with HR Green, Inc. Council Member Stearns moved, Ruddy seconded to approve the Professional Services Agreement with HR Green, Inc. for the traffic engineering and survey services for the NW Irvinedale Dr & NW 18th St Intersection Improvements in an amount not to exceed \$107,920.00 and authorize the Mayor to execute said agreement. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
8. Proposed NE 36th Street and NE 38th Street Water Main - Professional Services Agreement with Fox Strand Council Member Perry moved, Stearns seconded to approve the Professional Services Agreement with Fox Strand, for the design engineering and bidding phase services on the NE 36th St and NE 38th St Water Main Project in an amount not to exceed \$204,000.00 and the Mayor to execute said agreement. Ayes: Perry, Stearns, Bentz, Shafer. Abstain: Ruddy.

9. Community Project Funding Program 2024 - NW Irvinedale Elevated Storage Tank Council Member Stearns moved, Bentz seconded to adopt **RESOLUTION 2023-143** authorizing the City of Ankeny to submit an application for funding from the 2024 Community Project Funding Program – NW Irvinedale Elevated Storage Tank. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.

ADJOURNMENT

1. Meeting adjourned at 6:34 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 3/31/23.



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 March 7, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 P&Z Minutes 2023-03-07

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, March 7, 2023
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the March 7, 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, D.Silverthorn, J.Heil, B.Fuglsang

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the March 7, 2023 agenda without amendments. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

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

Item #2. Savannah at Ankeny Final Plat and Savannah at Ankeny Site Plan

Motion to recommend City Council approval of the Savannah at Ankeny Final Plat; City Council authorizing for the Mayor to sign a development agreement for a future traffic signal and related improvements at the intersection of NW 18th Street and NW Weigel Drive; and City Council authorizing cost participation for the extension of eight-foot sidewalk along NW Weigel Drive and detectable warning signs in an amount estimated to be \$10,259.50.

Motion to approve the Savannah at Ankeny Site Plan.

Item #3. 2401 W 1st Street - Treehouse Growing and Learning Center Parking Lot Expansion Site Plan

Motion to approve the site plan for 2401 W 1st Street, Treehouse Growing and Learning Center Parking Lot Expansion.

Item #4. Treasure Acres Plat 1 Final Plat (County)

Motion to recommend City Council approval of the Treasure Acres Plat 1 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Referencing Item #2, T.Flack asked for clarification as to who is responsible for the maintenance of private streets within a development. E.Jensen responded that the Association is responsible unless there is an agreement otherwise.

Motion by T.Ripper to approve the recommendations for Consent Agenda Items #1 - #4. Second by L.West. All voted aye. Motion carried 7– 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on the March 6, 2023 City Council meeting.

Director's Report

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

E.Jensen provided an update on administratively approved site plans in the Prairie Trail development including: Nelson Senior Living, District Place, Southview Middle School Restroom Outbuilding, The Fieldhouse at Prairie Trail Sports Complex – West Gym, The Diamond – Prairie Trail Sports Complex Phase 2, District Building 7 and District 7 Parking Lot.

E.Jensen provided an update on administratively approved site plans in the Crosswinds PUD including: Lot 1, Crosswinds Plat 1 – DIA 5 Amazon, DIA5 Redevelopment, Crosswinds Distribution Center II, Kreg Tool Corporate Headquarters, Ruan Transportation, Lot 1, Swanwood Logistics Center Plat 2, Lot 1, Swanwood Logistics Center Plat 1 – Brown Warehouse and Housby Ankeny.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

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

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Second by G.Hunter. Meeting adjourned at 7:03 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 February 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 2023-02-21](#)

Meeting Minutes

Zoning Board of Adjustment

Tuesday, February 21, 2023
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the February 21, 2023 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE FEBRUARY 7, 2023 REGULAR MEETING

Motion by J.Baxter to approve the February 7, 2023 meeting minutes as submitted. Second by K.Tomlinson.
Motion carried. 3 – 0 – 1 (Abstain: N.Sungren).

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#23-03, #23-04, #23-05

Randy Dickson

for property located at

1204 SE 16th Court

Lot 3, Ankeny Business Park Plat 5

RE: #23-03 Sign Variance – Height

#23-04 Sign Variance – Print Area

#23-05 Sign Variance – Base Size

Chair M.Ott opened the public hearing.

Randy Dickson, 6310 Douglas Avenue, Urbandale, Iowa said that their proposed sign does not meet the sign code so they are seeking approval for three variances. He shared that brand recognition is important for them and have used the U-Haul basic modular sign design since 1964. He commented especially with being located on the interstate, their basic modular sign design would provide the customer adequate time to exit the interstate safely. He respectfully asked the Board to approve all three variances and said he would answer any questions they may have.

M.Ott confirmed with Mr. Dickson that the sign would be placed along Interstate 35. He replied, yes.

N.Sungren referenced the reader board at the bottom of the sign, and asked how often does the message get changed. Mr. Dickson said that it is changed regularly. He commented that if you leave the message up too long, the message becomes stale and no one will pay attention to it.

R.Kirschman reported that the applicant has proposed a sign that is 35-feet tall with three print areas totaling 249 square feet and a base composed of two metal poles with a width smaller than the proposed sign. He stated the subject property is located at 1204 SE 16th Court, east of Delaware Avenue and west of Interstate 35 in the southeast quadrant of Ankeny. He noted that the property is zoned C-2 General Retail, Highway Oriented and Central Business Commercial District and abuts Interstate 35 to the east. R.Kirschman explained that the proposed sign does not meet the Ankeny Municipal Code due to the sign being 5-feet taller than allowed, the print area is 169 square feet larger than allowed; and the base is smaller than the sign and is not constructed with stone, brick, or similar material to the surrounding buildings. Ankeny Municipal Code Section 195.04(3)(C) states the base structure shall be constructed with the width greater than or equal to the sign, Code Section 195, Appendix B, states ground signs can have up to 80 square feet of print area and Code Section 195, Appendix C, states pylon signs shall have a maximum height of 30 feet. He said that the sign code was adopted in 2008 and a similar variance request was considered by the Zoning Board of Adjustment in the past,

which was denied. Staff recommends that the Zoning Board of Adjustment deny a variance to Ankeny Municipal Code Section 195, Appendix C to allow a 35-foot sign for a modified pylon sign, deny a variance to Ankeny Municipal Code Section 195, Appendix B to allow 249 square feet of print area on a modified pylon sign; and deny a variance to Ankeny Municipal Code Section 195.04(3)(C) to allow a modified base for the proposed pylon sign. Staff's position is based on the determination that there are no exceptional or extraordinary circumstances nor any unnecessary hardships accompanying the property.

M.Ott confirmed that the topographical area does not necessitate a taller sign. R.Kirschman said that there is no topographical disadvantage of the property, as it is not higher or lower than any of the surrounding properties. J.Baxter said, relating to the print area, what is the square footage of just the U-Haul portion of the sign? E.Carstens responded 127 square feet. M.Ott asked staff for clarification regarding the base of the sign. E.Jensen reviewed with the Board the sign code update in 2008, where the city determined that it would no longer allow pylon signs but would allow a modified pylon sign, along the interstate. He explained the different requirements for a modified pylon sign versus the monument signs that are allowed within the city.

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

J.Baxter asked Mr. Dickson if there is anything, from his perspective, that would identify the property itself as having special circumstances that would give rise to the Board granting a variance on the sign. Mr. Dickson said, no. Mr. Dickson further noted that visibility is good. There is a little bit of ground level change from Slumberland, so the additional height would be useful, but there are no topographical challenges.

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

J.Baxter shared that the Board has been in this situation before where there are no special or exceptional circumstances that would give rise to the variance. Under the Code, the Board's allowance for granting a variance is by reason of exceptional narrowness, shallowness, or special circumstances on the property. Staff and the applicant have both indicated that there is no special circumstance for this property that would give rise to grant a variance. J.Baxter said he does not know how the Board could justify allowing the requested variances. K.Tomlinson, M.Ott and N.Sungren agreed.

Board Action on Filing #23-03 (Height) property located at 1204 SE 16th Court

Motion by J.Baxter that the Zoning Board of Adjustment deny a variance to Ankeny Municipal Code Chapter 195 Appendix C, allowing a 35-foot-tall modified pylon sign at 1204 SE 16th Court. This position is based off the determination that there are no exceptional or extraordinary circumstances nor any unnecessary hardships accompanying the property; and that this request is not in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by M.Ott. All voted. Motion carried to deny 4 – 0.

Board Action on Filing #23-04 (Print Area) property located at 1204 SE 16th Court

Motion by J.Baxter that the Zoning Board of Adjustment deny a variance to Ankeny Municipal Code Chapter 195 Appendix B, allowing a 249 square foot sign at 1204 SE 16th Court. This position is based off the determination that there are no exceptional or extraordinary circumstances nor any unnecessary hardships accompanying the property; and that this request is not in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by N.Sungren. All voted. Motion carried to deny 4 – 0.

Board Action on Filing #23-05 (Base Size) property located at 1204 SE 16th Court

Motion by J.Baxter that the Zoning Board of Adjustment deny a variance to Ankeny Municipal Code Chapter 195.04(3)(C), allowing a modified base pylon sign at 1204 SE 16th Court. This position is based off the determination that there are no exceptional or extraordinary circumstances nor any unnecessary hardships accompanying the property; and that this request is not in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by K.Tomlinson. All voted. Motion carried to deny 4 – 0.

NEW BUSINESS

There was no new business.

REPORTS

There were no reports.

There being no further business, meeting adjourned at 5:19 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 February 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:

Click to download
 Minutes

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

Thursday, February 16, 2023

Regular meeting: 6 p.m.

Location: Library, Teleconference

Present: Michael Wiser, Tamara Fujinaka, Gene Lucht, John Meyer, Miranda Piepho and Heather Stephenson

Staff: Sam Mitchel, Holly Sealine

Topic	Discussion
Call to Order	Wizer called the meeting to order.
Approval of Minutes	Stephenson moved to approve. Meyer seconded. Motion was approved.
Public Comments	
Consent Agenda	Financials update provided by Mitchel. • We did send a few individuals to the Iowa Library Association workshop, so the travel budget was a bit larger. • Library book materials are moving ahead, but not as far ahead as they have been in the past.
Policy/Procedure Review	Library Board of Trustees Bylaws presented by Mitchel. • No changes suggested by Mitchel. • Trustees had the chance to suggest changes. All have reviewed and had no changes. • Sam to update “last reviewed” date to reflect February 2023.
Strategic Plan	
Director’s Report	Sam Mitchel presented his report. • We’ve been working on a meeting room policy. This may be under the city’s umbrella and that Trustees just need to review it. Sam and Holly have been reviewing. It’s on Monday’s agenda for the city to look at. • Presented budget to city council and mayor on 1/20. City administration has recommended that staff position that was approved will not come to fruition. Though we’re not getting a new staff member, other parts of the budget shouldn’t be cut. ○ Meyer asked if we were seeing this with other libraries. Mitchel responded that this is also something common with other libraries in the area. ○ Meyer asked if we were afraid of losing existing staff. Mitchel responded that this wasn’t the expectation. ○ Wiser asked if the position may be added later if there is the budget. Mitchel responded that if we want that position in the future, we’d have to ask for the position at a new time. ○ Wiser asked if anything else had the potential for being cut. Mitchel responded that no, the city hasn’t asked to cut any more of the budget. • Staff and their families had a pot luck. • There was also recently an Employee Recognition luncheon. Shelly Clay was recognized for 25 years of service.
Department Reports	
Committee Reports (Evaluation, Finance, Marketing, Policy,	

Topic	Discussion
Staffing, etc.)	
Friends of the Library	Fujinaka reported that the group has changed a bit in recent meetings. They've talked about projects they want to move forward with, including a vehicle for the library. At one point, Karl Chevrolet proposed the idea of donating a used vehicle they would let the library use. the group decided against this option at the time, but they are researching funding options in case this does come up in the future. The Friends had also discussed other large fundraising projects such as a remote kiosk. Realization that a vehicle would be needed prior in order to maintain the kiosk warranted more information before Director and Friends can move forward. Sam is working with the Friends to ensure proper procedures and planning are adhered to without curbing their enthusiasm. • Wisner brought up that the Friends had wanted us to prioritize the asks. He wondered if the Friends needed anything additional from us to help them when they make asks (like with the vehicle). Mitchel responded that he was planning to present information at March meeting and he plans to restate that we need to wait until it is actually a need. Before we make this decision, financing, insurance, and other considerations would have to be discussed. • Stephenson asked if this was the right time to set deadlines on issues like this given the recent budget discussions. Mitchel responded that no – there is nothing that warrants us to require getting a library vehicle at the present moment without due diligence. Trivia night is coming up in March.
Old Business	
New Business	Upcoming Trustee vacancies. • Meyer knows that there are a few individuals leaving the board in June – what is the process to fill those positions. Meyer asked if we could onboard new trustees sooner than June so that we could cross-train. Mitchel said they wouldn't do any early appointments. However, we could start reaching out to candidates early and encourage them to come to meetings. Library Accreditation. • This is the accreditation for the library itself. This document discusses if the library is doing what it needs to do to meet benchmarks. This document has been signed off on by Mitchel and Wisner. • Mitchel wanted to discuss the city ordinance in regards to the accreditation document. He wondered if we needed to review the document to ensure that trustees and city administration/elected officials understand each other's roles and responsibilities. With current discussions of meeting room policy and previous discussions of fines/fees information. Specifically, this is part of 21.05, bullet 2. ○ Meyer and Stephenson questioned what was considered part of the "library building". The thought was that perhaps the City Council Chambers aren't part of the library, but maybe the meeting rooms are. Mitchel reached out to the state library central District Rep to see if they'd come out to talk about that point in the accreditation document, specifically the rules and responsibilities of the Trustees vs. city vs. Library Director. Meyer asked that if the room responsibilities turn over to the city, does that mean

Topic	Discussion
	finances/budget need to be rediscussed, or would they restrict our access to certain amenities. When the District Rep comes to talk to us, we will invite city council members. • Wiser wanted to thank the staff for recent efforts. They are always accommodating and professional. • Wiser invited the rest of the Trustees to compete in the Friends of the Library trivia night. • Wiser asked if there was anything Mitchel needed from the Trustees regarding state lobbyists/state representatives. Mitchel responded that we are all invited but are not required. • Meyer asked about recent legislation for school libraries pulling certain books. Mitchel hasn't heard of this type of legislation for any other state.
Adjourn	Next meeting: March 16, 2023 Stephenson Moved to adjourn. Meyer seconded. All in favor.

Respectfully submitted, Miranda Piepho, Secretary

Approved: 3/16/23



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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, beer / wine permits, and / or Automatic Renewal Program of class "E" retail alcohol licenses 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. Git-N-Go Convenience Stores, Inc., d/b/a Git-N-Go Convenience Store #40, 2811 SW Oralabor Rd - Class B Retail Alcohol License (BC) (Renewal) - Effective April 20, 2023.
2. MIZU Ankeny Inc., d/b/a MIZU, 1620 N Ankeny Blvd - Class C Retail Alcohol License (LC) (Renewal) - Effective April 20, 2023.

3. Urban Hospitality LLC, d/b/a District 36 Wine Bar & Grille, 1375 SW vintage Pkwy - Class C Retail Alcohol License (LC) (Renewal) includes Catering, Outdoor Service - Effective April 21, 2023.
4. a.) Hy-Vee Inc., d/b/a Hy-Vee Food Store, 410 N Ankeny Blvd.- Class E Retail Alcohol License (LE) (Renewal) - Effective May 1, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.
5. Ohio Investments Group Inc., d/b/a Fiesta Jalapeno, 1975 N Ankeny Blvd, Unit 113- Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective April 23, 2023.

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, beer / wine permits, and / or Automatic Renewal Program of class "E" retail alcohol licenses.

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

April 3, 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 Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$36,900.00 with Snyder & Associates, Inc. for construction engineering services on the N Ankeny Boulevard Landscape Improvements, specifically at the N Ankeny Boulevard & 18th Street intersection.

EXECUTIVE SUMMARY:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$36,900.00 with Snyder & Associates, Inc. for construction engineering services on the N Ankeny Boulevard Landscape Improvements.

Snyder & Associates, Inc. (Snyder) completed the design of the N Ankeny Boulevard Landscape Improvements which was bid locally on March 14, 2023. The Public Works Department proposes to continue using Snyder for construction engineering services during construction of the project.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement, and includes design and construction engineering for the pending landscaping project at the intersection later this year. Copies of the original Professional Services Agreement and Amendment No. 1 are also attached for reference.

The fee for the additional construction engineering services is \$36,900.00. The current Professional Services Agreement for design engineering services on the N Ankeny Boulevard Landscape Improvements is \$193,300.00. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to \$230,200.00.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of \$36,900.00 for the N Ankeny Boulevard Landscape Improvements.

FISCAL IMPACT: No

The project is included in the 2023 - 2027 Capital Improvements Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount with Snyder & Associates, Inc. by \$36,900.00 for construction engineering services on the N Ankeny Boulevard Landscape Improvements, and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 16, 2020: Council approved Professional Services Agreement with Snyder & Associates for the N Ankeny Boulevard Landscape Improvements.

March 21, 2022: Council approved Amendment No. 1 to the Professional Services Agreement with Snyder & Associates for the N Ankeny Boulevard Landscape Improvements.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #2
 Amendment No. 1
 Professional Agreement

AMENDMENT NO. 2
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

This Amendment entered into this 3rd day of April 2023 to the Professional Services Agreement dated March 16, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc. hereinafter referred to as the “PROFESSIONAL”.

This Amendment is for the construction services associated with a **N Ankeny Boulevard and 18th Street Intersection Improvements**, hereinafter referred to as the “PROJECT.” This PROJECT will be let and constructed as a separate project from the other improvements previously identified in the Professional Services Agreement.

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

I. SCOPE OF WORK

C. CONSTRUCTION SERVICES

Add the following paragraphs:

2. CONSTRUCTION ADMINISTRATION ROADWAY

- a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the CLIENT, Contractor, and franchise utility companies to review the PROJECT requirements, details of construction, submittal requirements, and work schedule prior to construction.
- b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the Contract Documents.
- c. The PROFESSIONAL shall prepare three (3) partial payment applications and one (1) change order and make recommendations to the CLIENT for their acceptance. The PROFESSIONAL shall include regular progress reports with the monthly payment applications.
- d. The PROFESSIONAL shall notify the CLIENT of any observed work, which does not conform to the Contract Documents, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the Contractor.

- e. The PROFESSIONAL shall conduct eleven (11) weekly construction meetings and prepare meeting minutes for the CLIENT.
- f. The PROFESSIONAL shall review the PROJECT to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the CLIENT.
- g. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the PROFESSIONAL will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule (Exhibit C).
- h. When directed to do so by the CLIENT, the PROFESSIONAL shall prepare updated plan sheets for changes approved by the CLIENT.

3. CONSTRUCTION ADMINISTRATION LANDSCAPING

The PROFESSIONAL shall provide construction administration services including:

- a. Shop drawing and material submittal reviews, attendance at a pre-installation meeting, four (4) on-site visits to observe progress, an initial site review upon completion of all plantings, preparation of a punchlist for initial acceptance.
- b. The preparation of Pay Apps and Change Orders.
- c. The preparation of weekly Working Day Reports.
- d. A final site review just prior to the end of the one-year establishment period.

4. CONSTRUCTION STAKING

The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The Contract Documents shall contain a provision that the PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor's expense. It is anticipated that the PROFESSIONAL shall perform staking for the following items:

- a. PROJECT site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the Contractor).

- b. Existing pavement removals and easement limits.
- c. Raised beds and retaining walls (wall alignment and elevations with offsets).
- d. Median and turn lane pavement back of curb (Paving hubs staked on 25' intervals in tangents and horizontal curves to top of slab elevations).
- e. Traffic signal equipment (Center cabinet, ped pole and hand hole locations with offsets and elevations).
- f. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge, and corner offsets with elevations).
- g. Irrigation conduits (beginning and end conduit crossings).

5. CONSTRUCTION OBSERVATION

The PROFESSIONAL shall provide a Resident Construction Observer to verify compliance with the Contract Documents. Construction observation shall include:

- a. The PROFESSIONAL shall attend the preconstruction conference and subsequent field meetings during construction as necessary.
- b. The PROFESSIONAL shall verify materials provided by the Contractor are in accordance with the Contract Documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to or observed on the site. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site. The PROFESSIONAL shall notify the CLIENT of inappropriate or damaged materials found at the site.
- c. If the PROFESSIONAL observes, or has reason to believe, the Contractor's construction methods or materials used do not meet the specifications, then the PROFESSIONAL shall immediately notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- d. The PROFESSIONAL shall prepare a weekly report of working days using the CLIENT's template and provide to the CLIENT for review prior to issuing to the Contractor.

- e. The PROFESSIONAL shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
- f. The PROFESSIONAL shall provide daily observation of traffic control operations, methods, and devices.
- g. The PROFESSIONAL shall spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The PROFESSIONAL shall observe all moisture and density tests and proofrolls.
- h. The PROFESSIONAL shall be on-site full time during paving operations. Air tests and compressive strength test cylinders will be required to be completed by an independent testing laboratory provided by the PROFESSIONAL as detailed in Section 7.
- i. The PROFESSIONAL shall periodically observe sawing and sealing of joints.
- j. The PROFESSIONAL shall periodically observe all surface restoration.
- k. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.

6. RECORD DRAWINGS

The PROFESSIONAL shall furnish reproducible Record Drawings for the PROJECT according to CLIENT requirements. Such Record Drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval. It is anticipated that the PROFESSIONAL shall perform the following items:

- a. Underground utility location data from construction phase, including but not limited to: water main fittings (bends, tees, crosses, reducers), irrigation conduits, and signal and fiber optic conduits.
- b. Storm, sanitary, and water main above ground structure location data.
- c. Traffic signal pole, cabinet, and handhole location data.
- d. Fiber optic handhole and conduit location data.
- e. Record Drawing deliverables per the CLIENT submittal requirements.
- f. Pedestrian ramp as-built forms using the CLIENT's template.

7. MONUMENT PRESERVATION

- a. The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not be limited to identifying the existing monuments within the PROJECT corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.

8. CONCRETE TESTING EXPENSES

Through an independent testing laboratory, the PROFESSIONAL shall perform the compressive strength cylinder tests. The PROFESSIONAL shall perform compressive strength cylinder testing for all concrete pours. This includes roadways, driveways, sidewalks, retaining walls, footings, etc.

II. WORK SCHEDULE

Add the following paragraphs:

The PROJECT shall be performed by the PROFESSIONAL in accordance with the construction schedule for the PROJECT. Construction is expected to begin no earlier than June 5, 2023 and completed by August 18, 2023.

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

	BASE	AMEND # 1	AMEND # 2	TOTAL
1. Project Administration and Coordination	\$4,900			\$4,900
2. Survey and Base Drawings	\$15,600			\$15,600
3. Preliminary Design and Plan Preparation				
Intersection Concrete Improvements	\$12,200			\$12,200
Landscape/Irrigation Improvements	\$25,200			\$25,200
4. Final Design and Construction Plan Preparation				
Intersection Concrete Improvements	\$18,300			\$18,300
Landscaping/Irrigation Improvements	\$32,800		-\$10,800	\$22,000
5. Traffic Signal Design and Plans	\$22,100			\$22,100
6. Fiber Optic Upgrade Design and Plans	\$22,000			\$22,000
7. Public Information Meeting	\$4,300		-\$2,300	\$2,000
8. Bid Period Assistance	\$4,800	\$3,000		\$7,800
TOTAL	\$162,200	\$3,000	-\$13,100	\$152,100

B. CONSTRUCTION SERVICES

	BASE	AMEND # 1	AMEND # 2	TOTAL
1. Construction Services – Fiber Optic		\$16,900	\$0	\$16,900
2. Construction Administration Roadway			\$15,600	\$15,600
3. Construction Administration Landscaping			\$4,000	\$4,000
4. Construction Staking			\$6,000	\$6,000
5. Construction Observation			\$27,100	\$27,100
6. Record Drawings			\$2,500	\$2,500
7. Monument Preservation			\$2,000	\$2,000
8. Construction Testing Expenses			\$4,000	\$4,000
TOTAL		\$16,900	\$61,200	\$78,100

C. ADDITIONAL SERVICES

	BASE	AMEND # 1	AMEND # 2	TOTAL
1. Test Holes – Potholing (16 locations)	\$11,200		-\$11,200	\$0
2. Right-of-Way Services (By Amendment)				
TOTAL	\$11,200		-\$11,200	\$0
TOTAL	\$173,400	\$19,900	\$36,900	\$230,200

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

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

ATTEST:

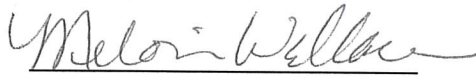
CITY OF ANKENY, POLK COUNTY, IOWA

Michelle Yuska
City Clerk, City of Ankeny

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.



Melonie Wallace
Executive Assistant,
Snyder & Associates, Inc

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

EXHIBIT C



STANDARD FEE SCHEDULE

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

**AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS**

This Amendment entered into this 21st day of March 2022 to the Professional Services Agreement dated March 16, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc. hereinafter referred to as the “PROFESSIONAL”.

This Amendment is for additional Professional Services, including bid phase and construction services, associated with a fiber optic upgrade along N Ankeny Boulevard between 1st Street and 18th Street. The fiber optic improvements, hereinafter referred to as the “PROJECT” will be let and constructed as a project separate from other improvements previously identified in the Professional Services Agreement.

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

I. SCOPE OF WORK

A. GENERAL

Add the following paragraph:

7. The PROFESSIONAL will provide Professional Services as required to let the fiber optic upgrade PROJECT and provide construction services for the PROJECT.

B. BASIC ENGINEERING SERVICES

Add the following paragraphs:

9. BID PERIOD ASSISTANCE – FIBER OPTIC UPGRADE PROJECT

The PROFESSIONAL shall perform the following services:

- a. The project will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary documents for this process.
- b. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services. Prepare and issue addenda as required.
- c. Prepare and facilitate electronic plan distribution via Quest Construction Data Network (CDN).

- d. Attend the meeting at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding the awarding of the construction contract to the lowest qualified bidder.
- e. Prepare the Contract Documents incorporating all addendum items.

C. CONSTRUCTION SERVICES

Add the following paragraphs:

1. CONSTRUCTION SERVICES – FIBER OPTIC UPGRADE PROJECT

The PROFESSIONAL shall perform the following services:

- a. Arrange and conduct a preconstruction conference with the Contractor and CLIENT to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.
- b. Review equipment and material submittals for the PROJECT submitted by the CLIENT and/or Contractor for compliance with the Contract Documents. The PROFESSIONAL reserves the right to reject any catalog cuts of materials not in accordance to Contract Documents. The PROFESSIONAL shall notify the CLIENT of any materials not in compliance with Contract Documents. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into the PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site.
- c. The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.
- d. The PROFESSIONAL shall perform construction observation at times and intervals appropriate to the stage of construction to observe progress and quality of work and determine if results of the construction work are in general compliance with the Contract Documents. This will include monitoring construction activity and measuring/recording quantities for payment applications.

- e. The PROFESSIONAL shall perform site visits to review progress and address any construction issues as requested by the CLIENT. At these site visits, the PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into the PROJECT by observing current activities and available materials. The PROFESSIONAL shall notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop all work until appropriate corrective measure(s) is determined.
- f. The PROFESSIONAL shall review OTDR test reports (before and after installation) for compliance with specifications.
- g. The PROFESSIONAL shall furnish reproducible record drawings for the PROJECT according to CLIENT requirements. Record drawings shall include providing GPS documentation of conduit routing and handhole locations (CLIENT will locate utility). Such record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval.

II. WORK SCHEDULE

The PROJECT shall be performed by the PROFESSIONAL in accordance with the construction schedule for the PROJECT. Construction is expected to begin by May 2, 2022 and completed by October 31, 2022.

III. COMPENSATION AND TERMS OF PAYMENT

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

BASE AGREEMENT PLUS AMENDMENT 1

A. BASIC ENGINEERING SERVICES

	BASE	AMEND #	TOTAL
		1	
1. Project Administration and Coordination	\$4,900		\$4,900
2. Survey and Base Drawings	\$15,600		\$15,600
3. Preliminary Design and Plan Preparation			
Intersection Concrete Improvements	\$12,200		\$12,200
Landscape/Irrigation Improvements	\$25,200		\$25,200
4.			

Final Design and Construction Plan Preparation			
	Intersection Concrete Improvements	\$18,300	\$18,300
	Landscaping/Irrigation Improvements	\$32,800	\$32,800
5.	Traffic Signal Design and Plans	\$22,100	\$22,100
6.	Fiber Optic Upgrade Design and Plans	\$22,000	\$22,000
7.	Public Information Meeting	\$4,300	\$4,300
8.	Bid Period Assistance	\$4,800	\$3,000
	TOTAL	\$162,200	\$165,200

B. CONSTRUCTION SERVICES

	BASE	AMEND #	TOTAL
		1	
Construction Administration	(By Amendment)		
Construction Staking	(By Amendment)		
Traffic Signal Coordination Plans	(By Amendment)		
Resident Construction Observation	(By Amendment)		
Construction Services – Fiber Optic	NA	\$16,900	\$16,900
TOTAL		\$16,900	\$16,900

C. ADDITIONAL SERVICES

	BASE	AMEND #	TOTAL
		1	
Test Holes – Potholing (16 locations)	\$11,200		\$11,200
Right-of-Way Services	(By Amendment)		
TOTAL			\$11,200

TOTAL BASE AGREEMENT	\$173,400
TOTAL AMENDMENT 1	\$19,900
TOTAL AGREEMENT	\$193,300

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

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 21st day of March, 2022.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

Mandy Hanson
Mandy Hanson, Records Clerk

By [Signature]
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

Melvin Wallace

By [Signature]
Digitally signed by David N.
Moeller, P.E.
Date: 2022.03.07
10:37:21-06'00'

EXHIBIT C

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

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



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form)

NOW ON THIS 16 day of March, 2020, **Snyder & Associates, Inc.**,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and
City of Ankeny, Iowa
(hereinafter, Client) do hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A Scope of Services

Exhibit C Standard Fee Schedule

Exhibit B Insurance Requirements

Exhibit D Location Map

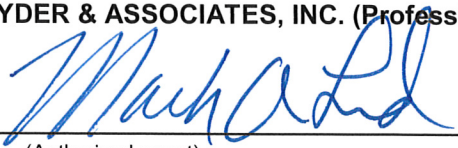
contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order,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

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

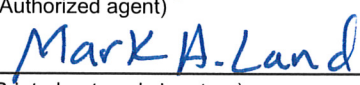
CITY OF ANKENY, IOWA (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By:  _____
(Authorized agent)

(Printed or typed signature)



(Printed or typed signature)

Route executed copy to: JWH

EXHIBIT A – SCOPE OF SERVICES

N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

I. SCOPE OF WORK

A. GENERAL

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as follows:

1. The PROJECT includes the design and construction of intersection and traffic signal improvements at the intersections of N Ankeny Boulevard (US Highway 69) with 5th Street, 9th Street, 11th Street, and 18th Street. The traffic signal improvements will consist of providing Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed.
2. The PROJECT includes sidewalk and landscaping improvements at the four corners of each of the four side street intersections with N Ankeny Boulevard, and median landscaping improvements from the north project limits of the 2018 Ankeny Boulevard & First Street Intersection Improvements Project to the north leg of the 18th Street intersection. There are a total of 12 raised medians in the project limits. Irrigation is included with the design for each of these areas. These improvements will be based on the May 5, 2017, N Ankeny Boulevard Landscape Improvements concept plan, and the design and plans developed for the Ankeny Boulevard and First Street Intersection Improvements Project constructed in 2018 and 2019.
3. The PROJECT includes the reconstruction of the raised medians and left turn lanes on the north and south legs of the N Ankeny Boulevard and 18th Street intersection. The reconstruction will provide offset left turn lanes on these two approaches.
4. The PROJECT includes fiber optic upgrades along N Ankeny Boulevard between the 1st Street and 18th Street intersections. These upgrades will incorporate new conduit, handholes, and circuits in the fiber optic system.
5. The PROJECT includes replacing curb and gutter pavement in poor condition along the raised medians within the project limits. The replacement limits will be coordinated with Iowa DOT District 1 staff.

6. The PROFESSIONAL will complete design, plans, contract documents, specifications, and bid phase assistance, defined in Article I.B, for the proposed PROJECT.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering and coordination with the CLIENT, Iowa DOT, and utility companies, as needed.
- d. Project design review with the CLIENT, as needed.
- e. One meeting with Iowa DOT District 1 staff and the CLIENT to review curb replacement limits, construction staging, landscaping improvements, and project schedule.

2. SURVEY AND BASE DRAWINGS

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

- a. Horizontal Datum will be provided using Iowa State Plane.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.

- f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. The field survey will include the raised medians within the project limits, the four quadrants of the N Ankeny Boulevard intersections with 5th Street, 9th Street, 11th Street, and 18th Street, and the area between the curb and sidewalk along each side of N Ankeny Boulevard. The areas to be surveyed in each of the four quadrants are generally described as being between the roadway pavement gutter section to 5-ft outside the existing right-of-way, and along the intersection return to 10-ft beyond the PC and PT end points.
- h. A boundary survey will be performed to establish the existing right-of-way at each quadrant of the four intersections within the project limits. The Polk County's Assessor and Recorder sites will be researched to obtain recorded easement information on parcels adjacent to each intersection.
- i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

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

3. PRELIMINARY DESIGN AND PLAN PREPARATION

The PROFESSIONAL will perform preliminary design and prepare plans to include:

- a. Plan and vertical geometry information for proposed median and sidewalk improvements.
- b. Landscape enhancements through the project corridor from north of 1st Street to the north leg of the 18th Street intersection. The landscape enhancements shall include raised medians along the project corridor, and improvements in the quadrants of the intersections with 5th, 9th, 11th, and 18th Streets. The design of the improvements shall be similar to the previously accepted concept design, which includes colored pavements, textured pavement surfacing, amended soils, plantings, irrigation for plantings, and grass turf areas.
- c. Identification of curb and gutter sections in poor condition along the raised medians to replace with the PROJECT.
- d. One meeting with the CLIENT to review preliminary design comments received from the CLIENT and Iowa DOT. Preliminary plans will be submitted to Iowa DOT for review and comment in advance of this meeting.
- e. Preliminary design and meeting memorandums.
- f. Engineer's Opinion of Probable Construction Cost for the PROJECT.

4. FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION

Upon receipt of preliminary plan review comments from the CLIENT and Iowa DOT, the PROFESSIONAL shall prepare construction documents for the PROJECT.

- a. The PROJECT will be phased to construct the concrete, traffic signal, and fiber optic improvements in 2021 (Phase 1); and the landscaping and irrigation improvements in 2022 (Phase 2). Final design will be performed and a plan set will be prepared for each phase.
- b. Concrete and Traffic Signal Improvements – Phase 1. The PROFESSIONAL shall complete the final design, plans, specifications, and bid documents for the improvements for the established scope for the PROJECT and furnish a copy of these documents to the CLIENT and Iowa DOT for review and approval prior to final acceptance and distribution for

a local letting. This phase will also involve the development of project details, general notes, final plan contract drawings, construction limits, control reference notes, erosion control, staging, and coordination.

The project information will include full plan sheets including A-, B- and C- sheets; plan view sheets (D-sheets), staging and traffic control (J-Sheets), horizontal and vertical geometry and jointing (L- and S- Sheets) and traffic signal sheets (N- Sheets). Specifications may include Special Provisions to supplement Iowa DOT or SUDAS standard specifications.

It is anticipated the Iowa DOT may specify any construction requiring the closure of lanes along N Ankeny Boulevard (US Highway 69) will be performed at night. It is anticipated side street closures will be utilized to complete construction of concrete and traffic signal improvements during daytime hours in the quadrants of each intersection. The staging and traffic control (J-sheets) will be prepared to reflect this, and will coordinate with potential detours and side street closures associated with the West 1st Street project.

Refer to Article I.B.5 for the Traffic Signal Design and Plans scope of services, and Article I.B.6 for the Fiber Optic Upgrade Design and Plans scope of services.

Landscape and Irrigation Improvements – Phase 2. The PROFESSIONAL shall complete the final design and prepare final plans, specifications, and bid documents for the improvements for the established scope for this project phase and furnish a copy of these documents to the CLIENT and Iowa DOT for review and approval prior to final acceptance and distribution for a local letting. This phase will also involve the development of project details, general notes, final plan contract drawings, construction limits, control reference notes, staging, and coordination for the intersection quadrants and raised medians.

The project information will include full plan sheets including A-, B- and C- sheets, plan view sheets (D-sheets), and staging and traffic control (J-Sheets). Specifications may include Special Provisions to supplement Iowa DOT or SUDAS standard specifications.

It is anticipated the Iowa DOT may specify any construction requiring the closure of lanes along N Ankeny Boulevard (US Highway 69) will be performed at night. It is further anticipated side street closures may be utilized to complete installation of landscaping and irrigation improvements during daytime hours in the quadrants of each intersection. The staging and traffic control (J-sheets) will be prepared to reflect this, and will coordinate

with potential detours and side street closures associated with the West 1st Street project.

- c. Final Opinion of Probable Construction Cost. Prepare a final opinion of total probable construction cost based on the design developed. Submit to CLIENT and Iowa DOT.
- d. Permits: Prepare and submit to CLIENT and Iowa DOT required Iowa DOT work in right-of-way permit applications.

5. TRAFFIC SIGNAL DESIGN AND PLANS

The PROFESSIONAL shall perform design and prepare plans for the traffic signal improvements as follows:

- a. Utilize project base mapping and sidewalk/ pedestrian ramp designs to prepare traffic signal modification plans for the N Ankeny Boulevard intersections with 5th Street, 9th Street, 11th Street and 18th Street. Signal modifications will consist of providing Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed.
- b. Prepare preliminary traffic signal layouts and provide to the CLIENT for review. The submittal will include an exhibit at each intersection of the traffic signal layout on S-sheets to reflect the quadrant (curb ramp) improvements.
- c. Prepare traffic signal check plans and provide to the CLIENT and Iowa DOT for review. Check plans are anticipated to include signal notes and estimated quantities, signal layout, signal wiring, and signal details.
- d. Prepare cost opinion for traffic signal modifications, for inclusion in the overall project cost opinion.
- e. Complete final traffic signal modification plans, based on CLIENT and Iowa DOT comments received.
- f. Prepare an Iowa DOT traffic control device permit application and submit to CLIENT. The CLIENT will submit the permit application to Iowa DOT.

6. FIBER OPTIC UPGRADE DESIGN AND PLANS

The PROFESSIONAL shall perform design and prepare plans for the fiber optic upgrade as follows:

- a. Provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities potentially in conflict with the proposed improvements. This includes an estimated ten (10) utility test holes.
- b. Prepare check plans for fiber optic upgrade in new conduit along N Ankeny Boulevard between 1st Street and 18th Street. Submit check plans to CLIENT and Iowa DOT for review. Check plans will be submitted to the CLIENT and any comments addressed prior to submitting check plans to the Iowa DOT. Check plans are anticipated to include the following:
 1. General notes, estimated quantities and estimate reference information.
 2. Fiber optic circuit/ conduit alignment and handholes placement.
 3. Fiber optic circuit design. The circuit type/ count will be coordinated with the CLIENT.
 4. Typical fiber optic circuit/conduit installation details.
 5. Staging design and notes to minimize downtime to the fiber optic system currently in place.
- c. Prepare cost opinion for fiber optic upgrade, for inclusion in the overall project cost opinion.
- d. Complete final fiber optic upgrade plans, based on CLIENT and Iowa DOT comments received.
- e. Prepare fiber optic special provisions to supplement SUDAS specifications, if necessary.

7. PUBLIC INFORMATION MEETING

Following completion of the Preliminary Design and Plans, the PROFESSIONAL and CLIENT will present the design to the property and business owners and tenants within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to property owner questions. The CLIENT will be

responsible for notifying the owners, tenants, and residents along the project corridor of the meeting.

8. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

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

C. CONSTRUCTION SERVICES

Construction services shall be performed under a separate Agreement or Amendment.

D. ADDITIONAL SERVICES

The PROFESSIONAL shall provide additional services as follows. Payment shall be as specified in Article III in Exhibit A of this Agreement.

1. TEST HOLES – POTHOLING

The PROFESSIONAL will utilize non-destructive hydro-excavation methods necessary to provide a horizontal and vertical locate of an underground utility. Once the utility line is found, the location and depth will be surveyed and incorporated into the existing survey drawing and evaluated for a potential conflict with the proposed design. The scope of work also includes obtaining necessary permits from the local jurisdiction and State of Iowa; contacting Iowa One Call to arrange for utility locates prior to excavation; utilizing appropriate traffic control; performing non-destructive hydro-excavation test holes to locate existing utilities at multiple locations needed for design; responsible for proper disposal of soil/waste material; backfilling test holes with suitable material; and restoring areas to preconstruction conditions. It is anticipated up to 16 test holes will be needed for this design.

2. RIGHT-OF-WAY SERVICES

Right-of-way acquisition services are not anticipated for this PROJECT. If required, right-of-way services shall be performed under separate Agreement or Amendment.

3. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request Extra Services from the PROFESSIONAL not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site. The PROFESSIONAL will include the initial Storm Water Pollution Prevention Plan as a part of the Contract Documents.

3. Indemnification

PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site.

II. WORK SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	March 17, 2020
Topo and Boundary Survey	April 17, 2020
Preliminary Design Completion – All Phases	June 26, 2020
Final Design Completion	
Phase 1: Traffic Signal and Concrete Improvements	October 2, 2020
Phase 2: Landscaping and Irrigation Improvements	October 1, 2021
Bid Letting	
Phase 1: Traffic Signal and Concrete Improvements	November 10, 2020
Phase 2: Landscaping and Irrigation Improvements	November 9, 2021

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

1. Project Administration and Coordination	\$ 4,900
2. Survey and Base Drawings	\$ 15,600
3. Preliminary Design and Plan Preparation	
Intersection Concrete Improvements	\$ 12,200
Landscape/Irrigation Improvements	\$ 25,200
4. Final Design and Construction Plan Preparation	
Intersection Concrete Improvements	\$ 18,300
Landscaping/Irrigation Improvements	\$ 32,800
5. Traffic Signal Design and Plans	\$ 22,100
6. Fiber Optic Upgrade Design and Plans	\$ 22,000
7. Public Information Meeting	\$ 4,300
8. Bid Period Assistance	\$ 4,800
TOTAL	\$162,200

B. CONSTRUCTION SERVICES

Construction Administration	(By Amendment)
Construction Staking	(By Amendment)
Traffic Signal Coordination Plans	(By Amendment)
Resident Construction Observation	(By Amendment)
TOTAL	(By Amendment)

C. ADDITIONAL SERVICES

Test Holes – Potholing (16 locations)	\$ 11,200
Right-of-Way Services	(By Amendment)

TOTAL CONTRACT AMOUNT **\$173,400**

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

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

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

B) AUTOMOBILE LIABILITY

\$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY

\$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

City of Ankeny Insurance Requirements for Professional Services

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

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

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

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

Exhibit C

SNYDER & ASSOCIATES, INC. 2019-20 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way, Graphic Designer		
Principal II	\$208.00	/hour
Principal I	\$197.00	/hour
Senior	\$177.00	/hour
VIII	\$163.00	/hour
VII	\$155.00	/hour
VI	\$148.00	/hour
V	\$138.00	/hour
IV	\$128.00	/hour
III	\$116.00	/hour
II	\$106.00	/hour
I	\$93.00	/hour
Technical		
Technicians--CADD, Survey, Construction Observation		
Lead	\$125.00	/hour
Senior	\$119.00	/hour
VIII	\$111.00	/hour
VII	\$103.00	/hour
VI	\$92.00	/hour
V	\$82.00	/hour
IV	\$76.00	/hour
III	\$64.00	/hour
II	\$56.00	/hour
I	\$48.00	/hour
Administrative		
II	\$64.00	/hour
I	\$52.00	/hour
Reimbursables		
Mileage	Current IRS standard rate	
Outside Services	As Invoiced	

LEGEND:

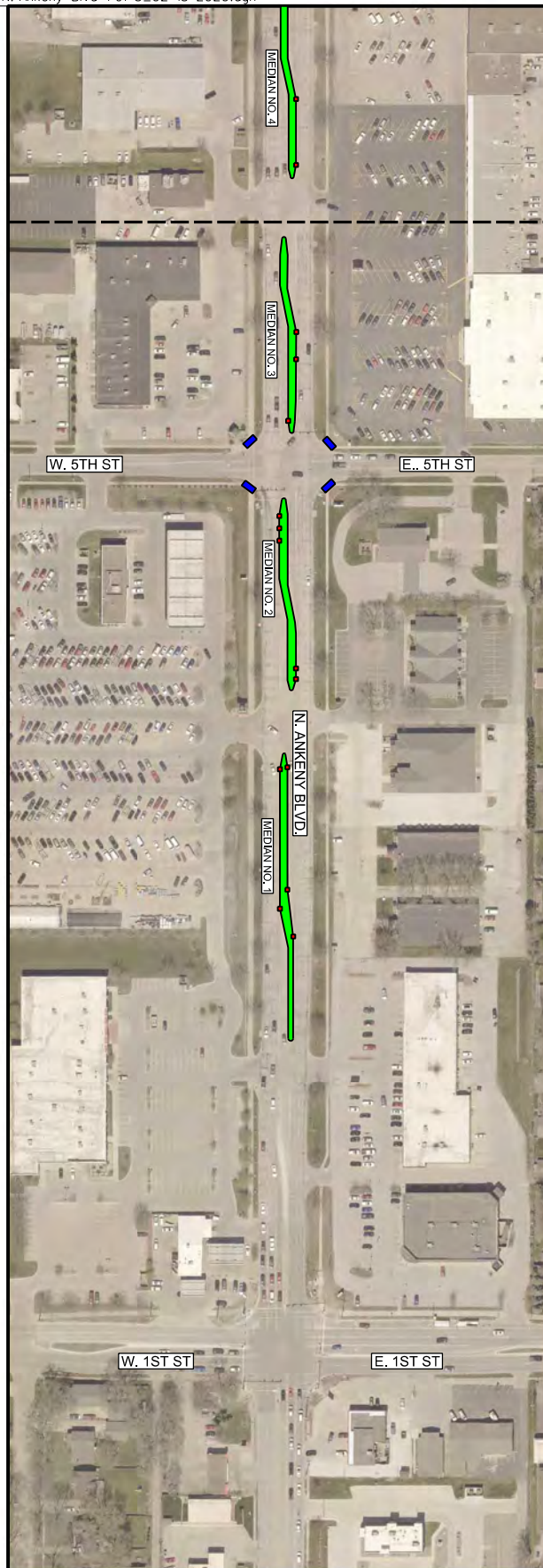
LANDSCAPE CORRIDOR RENOVATIONS:

- MEDIAN - (1)
- INTERSECTION - (1) (2)

(1) - INCLUDES IRRIGATION

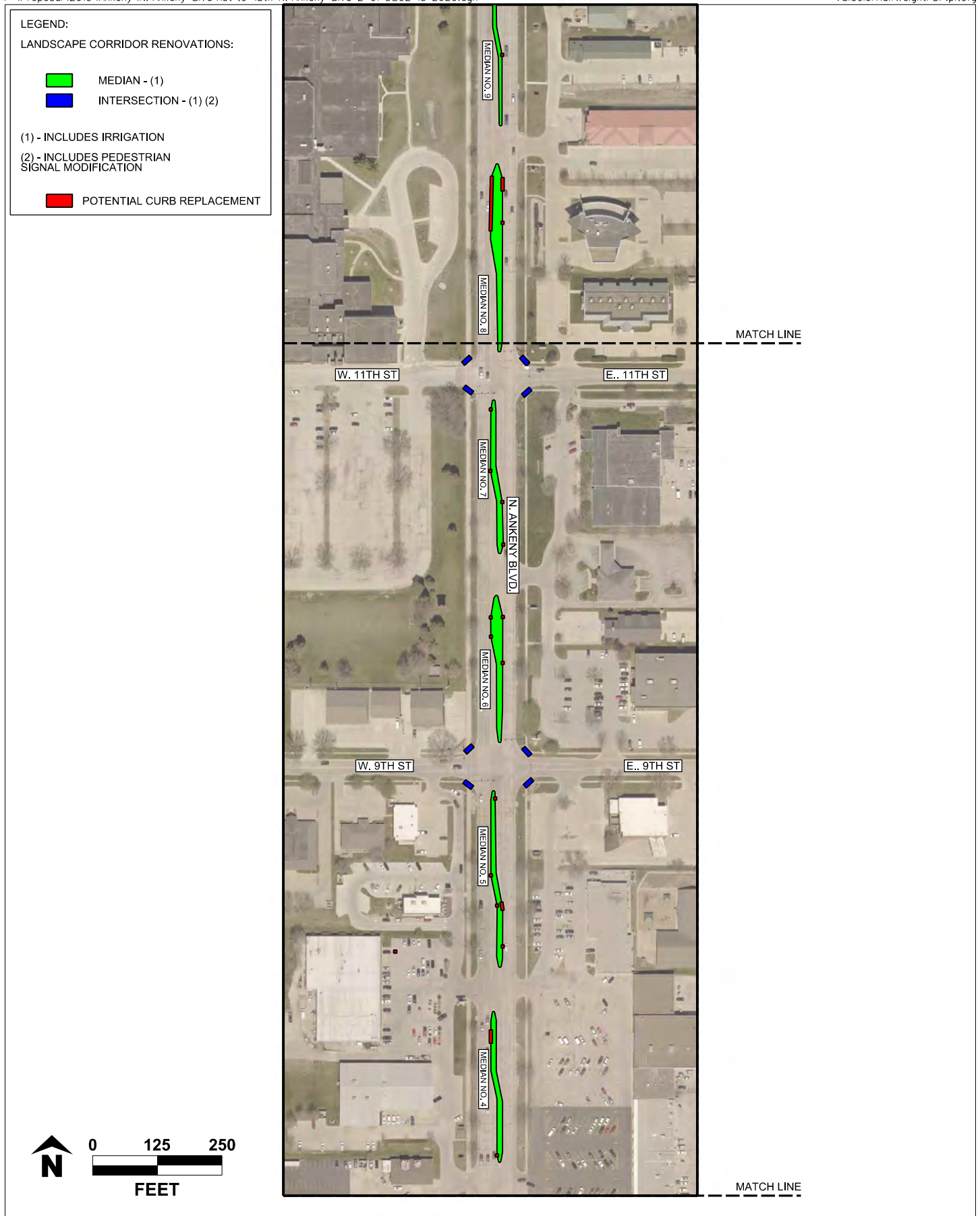
(2) - INCLUDES PEDESTRIAN
SIGNAL MODIFICATION

- POTENTIAL CURB REPLACEMENT



MATCH LINE





LEGEND:

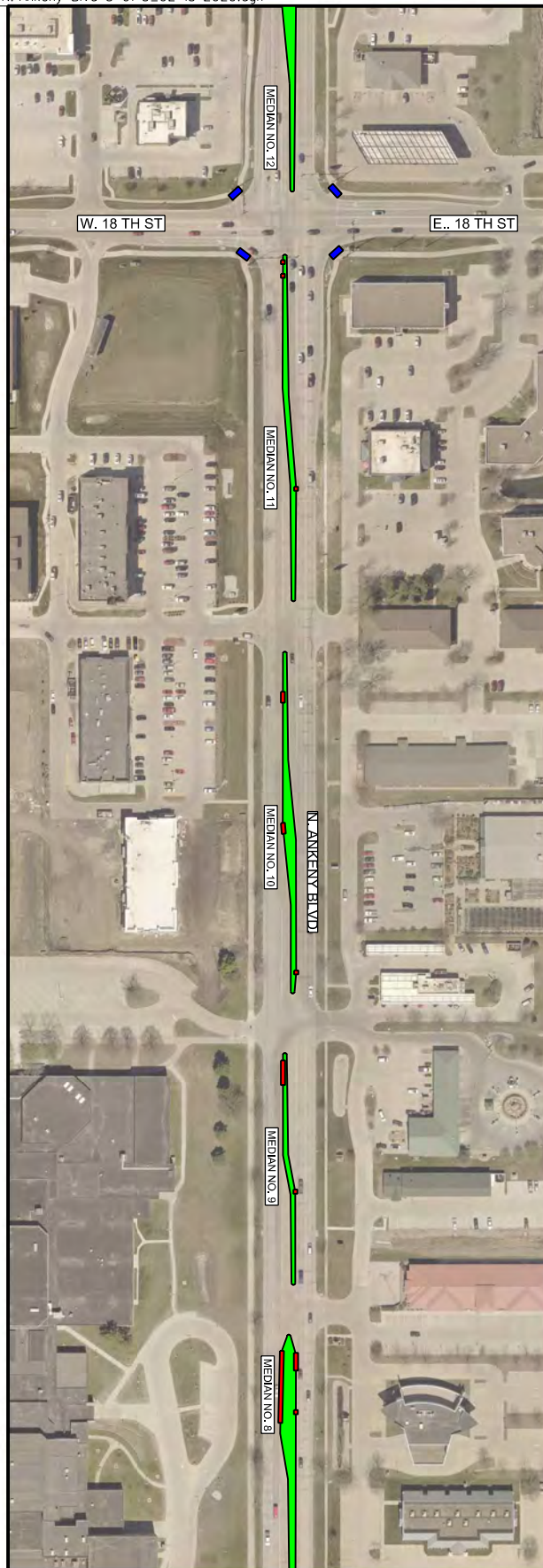
LANDSCAPE CORRIDOR RENOVATIONS:

- MEDIAN - (1)
- INTERSECTION - (1) (2)

(1) - INCLUDES IRRIGATION

(2) - INCLUDES PEDESTRIAN
SIGNAL MODIFICATION

- POTENTIAL CURB REPLACEMENT





ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 \$1,403.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study 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 Prairie Ridge Dr/ Ash Drive/ 9th Street Concept Study
Contractor: Bolton & Menk, Inc.
Address: 1960 Premier Drive, Mankato, MN 56001
Finance Budget Code: 965.3965.4210 Finance Project #: 965.4210
Vendor Project #: _____ Purchase Order #: NA
Original Contract Date: February 20, 2023 Vendor Account #: 9283

Date of Council Meeting: April 3, 2023 Payment Application #: 1

Payment Period: From: February 20, 2023 Through: March 20, 2023

Contract Summary:

Original Contract Amount:	\$	34,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	34,400.00	
Total Completed and Stored to Date:	\$	1,403.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	1,403.00	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	1,403.00	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	1,403.00	
Balance to Finish, Including Retainage:	\$	32,997.00	

Contract Time Remaining: 160.00 Working Days

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

Construction Contractor Approval: NA
Firm Name

Signature _____ Date _____

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature Jerimie McGay Date 3/27/23

City of Ankeny Staff Approval:

Signature Leslie Hart Date 3/28/23

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

**BOLTON
& MENK**

Real People. Real Solutions.

Ankeny PRA9 Concept Study Monthly Progress Report

Date: March 20, 2023
To: Leslie Hart, PE, PTOE, Traffic Engineering Manager
From: Jennifer McCoy, PE, Sr Traffic Engineer/Project Manager

Work Completed Last Period

Set up project. Pulled crash data and prepared historic crash analysis. Determined future year growth rate. Set up existing Synchro. Held project kick off meeting.

Upcoming Major Work Items

Perform school observations with cameras. Future analysis of alternatives. Perform warrant analysis. Have meeting with city staff and school staff.

Potential Scope/Schedule Changes

Budget Status/Percent Complete

(through current invoice period **3/03/2022**)

Task Number and Description		Budget	Invoice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1:	Project Management/Engagement	\$ 6,020.00	\$ 98.00	\$ -	\$ 5,922.00	5%	2%
Task 2:	Data Collection	\$ 4,810.00	\$ -	\$ -	\$ 4,810.00	0%	0%
Task 3:	Existing and Future Analysis	\$ 5,590.00	\$ 1,305.00	\$ -	\$ 4,285.00	20%	23%
Task 4:	Concept and Cost Estimates	\$ 11,060.00	\$ -	\$ -	\$ 11,060.00	0%	0%
Task 5:	Report	\$ 6,920.00	\$ -	\$ -	\$ 6,920.00	0%	0%
TOTAL		\$ 34,400.00	\$ 1,403.00	\$ -	\$ 32,997.00	10%	4%

Attached is the current invoice, which includes time through the above mentioned period. If you have any questions, please do not hesitate to call me at 515-491-0632 or email at jennifer.mccoy@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.

Jennifer McCoy, P.E., PTOE
Project Manager



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.

1960 Premier Drive | Mankato, MN 56001-5900

507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

March 3, 2023

Project No: 0T4.130105

Invoice No: 0308996

Client Account: ANKENY_CI_IA

Ankeny/PRA9 Concept Study**Project Management and Engagement (001)****Professional Services**

	Hours	Amount	
Administrative	1.00	98.00	
Totals	1.00	98.00	
Total Labor			98.00
Total this Task			\$98.00

Existing and Future Analysis (003)**Professional Services**

	Hours	Amount	
Design Engineer	7.50	1,012.50	
Technician	4.50	292.50	
Totals	12.00	1,305.00	
Total Labor			1,305.00
Total this Task			\$1,305.00
Total this Invoice			\$1,403.00



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 #33 in the amount of \$4,225.03 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #33

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive

Contractor: Civil Design Advantage

Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111

Finance Budget Code: 959.3959.4210 **Finance Project Code:** 959.4210

Vendor Project or Invoice #: **PO #**

Original Contract Date: January 20, 2020 **Vendor #** 2407

Date of Council Meeting 4/3/2023 **PAYMENT REQUEST #** 33

PAYMENT PERIOD: From: 01/30/23 through: 03/05/23

Contract Summary

Original Contract Amount:	\$ 319,825.00
Net change by Change Orders:	\$ 382,040.00
Contract Amount to Date: (line 1 ± 2)	\$ 701,865.00

Total completed and stored to date:	\$ 672,838.34
Retainage: % of Completed Work:	\$ -
Total Earned less Retainage:	\$ 672,838.34
Less previous applications for payment:	\$ 668,613.31
SUBTOTAL	\$ 4,225.03

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

CURRENT PAYMENT DUE \$ 4,225.03

Balance to finish, including retainage: \$ 29,026.66

Contract Time Remaining (If applicable) - CALENDAR 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: Civil Design Advantage Firm Name

Signature Date 3/23/2023

City of Ankeny Staff Approval: Signature Date 3/24/2023

Submit to:

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

Date Printed: 3/23/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/6/2020	\$ 3,006.82
2	4/20/2020	\$ 10,124.88
3	6/15/2020	\$ 64,848.50
4	7/20/2020	\$ 23,002.40
5	8/17/2020	\$ 49,467.25
6	9/21/2020	\$ 21,149.25
7	10/19/2020	\$ 44,163.30
8	11/16/2020	\$ 23,739.55
9	12/21/2020	\$ 18,016.50
10	1/18/2021	\$ 16,663.68
11	2/15/2021	\$ 31,705.63
12	3/15/2021	\$ 12,534.60
13	4/19/2021	\$ 19,870.89
14	5/17/2021	\$ 18,899.17
15	6/21/2021	\$ 16,209.06
16	7/19/2021	\$ 24,988.55
17	8/16/2021	\$ 30,259.52
18	9/20/2021	\$ 23,842.81
19	10/18/2021	\$ 21,762.06
20	11/15/2021	\$ 20,029.36
21	12/20/2021	\$ 21,584.30
22	1/17/2022	\$ 27,090.03
23	2/21/2022	\$ 4,869.98
24	4/18/2022	\$ 6,985.97
25	5/16/2022	\$ 13,408.89
26	6/20/2022	\$ 19,169.55
27	8/1/2022	\$ 20,030.31
28	9/6/2022	\$ 21,351.50
29	10/3/2022	\$ 15,179.25
30	11/21/2022	\$ 17,293.25
31	2/6/2023	\$ 1,101.50
32	3/6/2023	\$ 6,265.00
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 668,613.31

#	Date	Amount
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 382,040.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ 382,040.00

Contract Time Remaining:

CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Invoice

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400

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

March 13, 2023
Project No: 2002.053
Invoice No: 40441

Project 2002.053 C. Ankeny - NW 18th Street Extension
Professional Services from January 30, 2023 through March 5, 2023

Task	201	Concept Preparation	Total this Task	0.00
Task	230	Cost Opinion	Total this Task	0.00
Task	301	Construction Drawings - Preliminary	Total this Task	0.00
Task	303	Construction Drawings - Final	Total this Task	0.00
Task	304	Construction Drawings - Check	Total this Task	0.00
Task	306	Easement/Acquisition Plats	Total this Task	0.00
Task	308	Public Street Photometric Plan	Total this Task	0.00
Task	309	Front End Contract Documents	Total this Task	0.00

Task 310 Assessment Plat & Schedule

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Land Surveyor	2.00	198.00	396.00	
Engineer 7	2.00	161.00	322.00	
Engineer 8	4.00	172.00	688.00	
Technician 3	12.50	81.00	1,012.50	
Total Labor				2,418.50
			Total this Task	\$2,418.50

Task	311	Bidding Services	Total this Task	0.00
------	-----	------------------	-----------------	------

Task	312	Bid Letting Services
------	-----	----------------------

Project	2002.053	C. Ankeny - NW 18th Street Extension			Invoice	40441
					Total this Task	0.00
Task	501	Project Information Meeting				
					Total this Task	0.00
Task	503	Preconstruction Meeting				
					Total this Task	0.00
Task	601	Construction Staking				
Professional Personnel						
			Hours	Rate	Amount	
Technician 1			7.50	58.00	435.00	
Senior Technician			8.50	147.00	1,249.50	
Total Labor						1,684.50
					Total this Task	\$1,684.50
Task	602	Construction Observation				
					Total this Task	0.00
Task	603	Construction Administration				
Professional Personnel						
			Hours	Rate	Amount	
Engineer 8			.50	172.00	86.00	
Total Labor						86.00
					Total this Task	\$86.00
Task	604	Shop Drawings				
					Total this Task	0.00
Task	605	Record Drawings				
					Total this Task	0.00
Task	606	Construction Observ. after Working Days				
					Total this Task	0.00
Task	607	Construction Admin after Working Days				
					Total this Task	0.00
Task	701	Geotechnical Investigation				
					Total this Task	0.00
Task	702	Phase 1 Environmental Assessment				
					Total this Task	0.00
Task	703	Wetland Services				
					Total this Task	0.00
Task	704	Right-of-Way Services				
					Total this Task	0.00
Task	705	Geotechnical Observation (ABE)				

Project	2002.053	C. Ankeny - NW 18th Street Extension		Invoice	40441
				Total this Task	0.00
Task	998	Permits & Fees			
				Total this Task	0.00
Task	999	Reimbursable Expenses			
Unit Billing					
2/27/2023	Mileage	55.0 miles @ 0.655		36.03	
	Total Units			36.03	36.03
				Total this Task	\$36.03
Billing Limits		Current	Prior	To-Date	
Total Billings		4,225.03	668,613.31	672,838.34	
Limit				701,865.00	
Remaining				29,026.66	
				Total this Invoice	<u>\$4,225.03</u>

Project Manager Joshua Trygstad



CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

March 23, 2023

Attn: Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: Billing Information Report #33
NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive
Ankeny, Iowa
CDA 2002.053

Dear Jim:

Enclosed, please find a copy of Billing Information Report #33 for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive.

During this time, Civil Design Advantage provided construction administration and staking as well as addressed the Final Assessment Plat comments for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 \$14,652.14 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing 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 36th Street and NW Weigel Drive HMA Resurfacing
Contractor: Civil Design Advantage
Address: 4121 NW Urbandale Drive, Urbandale, IA 50322
Finance Budget Code: 895.3895.4210 Finance Project #: 895.421
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: March 6, 2023 Vendor Account #: 2407

Date of Council Meeting: April 3, 2023 Payment Application #: 1
Payment Period: From: March 6, 2023 Through: March 23, 2023

Contract Summary:

Original Contract Amount:	\$	218,864.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	218,864.00	
Total Completed and Stored to Date:	\$	14,652.14	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	14,652.14	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:			\$ 14,652.14
OTHER CHARGES:			\$ -
CURRENT PAYMENT DUE:			<u>\$ 14,652.14</u>
Balance to Finish, Including Retainage:	\$	204,211.86	
Contract Time Remaining:		-	#

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Civil Design Advantage

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter, P.E.

E-mail:

JHaberichter@AnkenyIowa.gov

Phone Number:

(515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APPS TOTAL = \$ -

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: _____
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

Invoice

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400

City of Ankeny
Attn: Accounts Payable
401 West First Street
Ankeny, IA 50023-1557

March 13, 2023
Project No: 2301.073
Invoice No: 40465
Due Date: April 12, 2023

Project 2301.073 C. of Ankeny - 36th/Weigel HMA Overlays
Professional Services from March 6, 2023 through March 23, 2023

Task 103 Topo/ROW Survey

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	9.00	198.00	1,782.00	
Principal/Senior Land Surveyor	2.00	198.00	396.00	
Engineer 8	2.00	172.00	344.00	
Technician 1	38.50	58.00	2,233.00	
Technician 2	4.50	70.00	315.00	
Technician 3	2.50	81.00	202.50	
Technician 4	41.00	93.00	3,813.00	
Technician 5	15.00	104.00	1,560.00	
Senior Technician	15.00	147.00	2,205.00	
Administrative 2	1.00	71.00	71.00	
Project Manager 6	2.00	147.00	294.00	
Total Labor				13,215.50
		Total this Task		\$13,215.50

Task 107 Existing Utility Information
Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	1.00	198.00	198.00	
Total Labor				198.00
		Total this Task		\$198.00

Task 222 Joint Application Prep

Total this Task 0.00

Task 302 Preliminary Roadway Design (36th)
Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	1.00	198.00	198.00	
Engineer 8	1.50	172.00	258.00	
Total Labor				456.00
		Total this Task		\$456.00

Task 303 Preliminary Roadway Design (Weigel)
Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	1.00	198.00	198.00	
Total Labor				198.00

Project	2301.073	C. of Ankeny - 36th/Weigel HMA Overlays			Invoice	40465
					Total this Task	\$198.00
Task	304	Preliminary Construction Drawings (HMA)				
Professional Personnel						
				Hours	Rate	Amount
Principal/Senior Engineer				2.00	198.00	396.00
Total Labor						396.00
					Total this Task	\$396.00
Task	305	Check Construction Drawings (HMA)				
					Total this Task	0.00
Task	306	Final Construction Drawings (HMA)				
					Total this Task	0.00
Task	404	Front Ends/Project Manual				
					Total this Task	0.00
Task	405	Estimated Construction Costs				
					Total this Task	0.00
Task	504	Bidding Services				
					Total this Task	0.00
Task	505	Bid Letting Services				
					Total this Task	0.00
Task	701	Allendar Butzke - Geotechnical Invest.				
					Total this Task	0.00
Task	998	Permits & Fees				
					Total this Task	0.00
Task	999	Reimbursable Expenses				
Unit Billing						
2/15/2023	Mileage	288.0 miles @ 0.655			188.64	
Total Units					188.64	188.64
					Total this Task	\$188.64
Billing Limits						
		Current	Prior	To-Date		
Total Billings		14,652.14	0.00	14,652.14		
Limit				218,864.00		
Remaining				204,211.86		
					Total this Invoice	\$14,652.14

Should full compensation of invoice not be provided to Civil Design Advantage, LLC within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month.

Project Manager Joshua Trygstad



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 #33 in the amount of \$13,790.00 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 #33

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: April 3, 2023 **PAYMENT REQUEST #** 33
PAYMENT PERIOD: From: February 1, 2023 Through: February 28, 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:	\$	2,291,704.58	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	2,291,704.58	
Less previous applications for payment:	\$	2,277,914.58	
SUBTOTAL	\$		13,790.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 13,790.00

Balance to finish, including retainage: \$ 14,150.42

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: 2023.03.14 11:22:23 -0500

March 14, 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		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
68		
69		
70		

TOTAL \$ 2,277,914.58

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
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$2,068,135.00

	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: 970.4210

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

Period: February 1, 2023 – February 28, 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
- Pay Request #19
- 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
- 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

March 13, 2023

Project No: 0018A039.01

Invoice No: 82683

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

Invoice Total USD 13,790.00

Project 0018A039.01 West First Street Widening

Professional Services through February 28, 2023

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	14.50	190.00	2,755.00
Technician VI	2.00	137.00	274.00
Technician III	81.00	111.00	8,991.00
Technician II	12.00	97.00	1,164.00
Construction Manager	2.50	168.00	420.00
Project Administrator II	1.00	98.00	98.00
Totals	113.00		13,702.00
Total Labor			13,702.00

Expenses 88.00

Billing Limits

	Current	Prior	To-Date
Total Billings	13,790.00	2,277,914.58	2,291,704.58
Limit			2,305,855.00
Remaining			14,150.42

Total This Invoice USD 13,790.00



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 #23 in the amount of \$23,303.05 to FOX Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 193857 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: APRIL 3, 2023 **PAYMENT REQUEST #** 23
PAYMENT PERIOD: From: February 1, 2023 Through: February 28, 2023

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	444,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	794,500.00	
Total completed and stored to date:	\$	750,605.06	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	750,605.06	
Less previous applications for payment:	\$	727,302.01	
SUBTOTAL	\$		23,303.05

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 23,303.05

Balance to finish, including retainage: \$ 43,894.94

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 FOX Strand

Signature Steven J. Troyer, P.E. Date March 14, 2023

City of Ankeny Staff Approval:

Signature  Date 3-15-23

Submit to: Don Clark, Director of Municipal Utilities
E-mail: dclark@ankenyiowa.gov **Phone:** 515-963-3529 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
16	7/31/22	\$ 35,640.96
17	8/31/22	\$ 37,939.97
18	9/30/22	\$ 34,660.59
19	10/31/22	\$ 26,208.18
20	11/30/22	\$ 14,947.87
21	12/31/22	\$ 19,540.34
22	January 31, 2023	\$ 25,763.36
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 727,302.01

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		
21		
22		
23		
24		
25		

TOTAL \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



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

Invoice

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

March 13, 2023
Project No: 7020.001
Invoice No: 0194781

Professional Services: February 1, 2023 through February 28, 2023

Project	7020.001	Ankeny ASR - Final Design		
Fee				
Total Fee		172,600.00		
Percent Complete		100.00	Total Earned	172,600.00
			Previous Fee Billing	172,600.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Project	0.00

Project	7020.002	Ankeny ASR - IDNR Permit Fees		
			Total this Project	0.00

Project	7020.003	Ankeny ASR - Bidding		
Fee				
Total Fee		31,000.00		
Percent Complete		100.00	Total Earned	31,000.00
			Previous Fee Billing	31,000.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Project	0.00

Project	7020.004	Ankeny ASR - Construction Administration; Demolition		
			Total this Project	0.00

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

Page 1 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0194781
Project	7020.005	Ankeny ASR - RPR Demolition		
		Total this Project		0.00
Project	7020.006	Ankeny ASR - Geotechnical Report		
		Total this Project		0.00
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
		Total this Project		0.00
Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
	Total Fee	270,000.00		
	Percent Complete	90.00	Total Earned	243,000.00
			Previous Fee Billing	230,850.00
			Current Fee Billing	12,150.00
		Total Fee		12,150.00
		Total this Project		\$12,150.00
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
	Total Labor			9,587.75
	Total Expenses			463.42
		Total this Project		\$10,051.17
Project	7020.011	Construction Staking Services		
	Total Labor			717.50

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

Page 2 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0194781
Total Expenses				36.00
Total this Project				\$753.50

Project	7020.012	Construction Field and Laboratory Testing Services		
Total Expenses				348.38
Total this Project				\$348.38
Total this Invoice				\$23,303.05

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

Page 3 of 3

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



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

DATE: March 6, 2023

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

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

DELIVERY: US mail

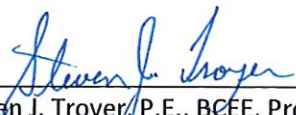
ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the February 2023 billing period. Time was spent this period on construction administration, reviewing submittals, and responding to contractor questions and RFIs, as well as RPR construction observation and construction staking. A construction progress meeting was held for Bid Package 2.

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



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



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$1,815.00 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 #5- 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 ~~3/28/2023~~ 04/03/23 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: 02/01/23 through: 02/28/23

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>33,070.00</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>33,070.00</u>	
Less previous applications for payment:	\$	<u>31,255.00</u>	
SUBTOTAL	\$		<u>1,815.00</u>

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

CURRENT PAYMENT DUE \$ 1,815.00

Balance to finish, including retainage: \$ 35,330.00

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 3/16/2023
Signature Date

Engineer/Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval Doreen Cord 3/20/23
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 90246
Date 02/28/2023

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

Progress billing for professional services provided through date of invoice

****INCLUDE PAY APP****
Starting Final Design Services

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	\$3,555.00	\$1,815.00
Bidding	\$3,600.00		
Construction			
Construction Staking	\$5,000.00		
Construction Administration	\$5,800.00		
	\$68,400.00	\$31,255.00	\$1,815.00

Invoice Amount \$1,815.00

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

April 3, 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 #20 in the amount of \$16,465.00 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility 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 #20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 1
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 #: 200170.01
PO #
Original Contract Date: December 7, 2020
Vendor # 7827

Date of Council Meeting: April 3, 2023
PAYMENT REQUEST # 20
PAYMENT PERIOD: From: December 10, 2022 Through: March 3, 2023

Contract Summary

Original Contract Amount:	\$	129,560.00	
Net change by Change Orders:	\$	194,470.00	
Contract Amount to Date: (line 1 ± 2)	\$		324,030.00
Total completed and stored to date:	\$	314,314.70	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		314,314.70
Less previous applications for payment:	\$		297,849.70
SUBTOTAL			\$ 16,465.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 16,465.00

Balance to finish, including retainage: \$ 9,715.30

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

March 13, 2023

City of Ankeny Staff Approval:

Signature

Date

3-16-2023

Submit to: Becky Ford, PE, CFM - Stormwater and 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	February 1, 2021	\$ 8,827.50
2	March 1, 2021	\$ 27,042.50
3	April 5, 2021	\$ 13,045.00
4	May 3, 2021	\$ 18,691.25
5	June 7, 2021	\$ 6,117.50
6	August 2, 2021	\$ 31,245.00
7	September 7, 2021	\$ 16,212.50
8	October 4, 2021	\$ 12,552.50
9	November 1, 2021	\$ 4,171.25
10	March 7, 2022	\$ 3,540.00
11	May 2, 2022	\$ 19,070.00
12	June 6, 2022	\$ 2,417.50
13	July 5, 2022	\$ 12,187.20
14	August 1, 2022	\$ 19,825.00
15	September 6, 2022	\$ 23,732.50
16	October 3, 2022	\$ 30,227.50
17	November 7, 2022	\$ 24,341.25
18	December 19, 2022	\$ 18,380.00
19	January 3, 2023	\$ 6,223.75
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 297,849.70

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	\$ 11,885.00
2	March 7, 2022	\$ 166,120.00
3	February 20, 2023	\$ 16,465.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = \$ 194,470.00

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

March 13, 2023

Project No: R200170.01

Invoice No: 139809

Invoice Amount: 16,465.00

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

Project Manager Timothy Sheets

Project R200170.01 Ankeny SE 3rd Street Improvements - Phase 1

Professional Services through March 3, 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	\$20,475.00		\$20,475.00	\$20,475.00	0.00
Geotechnical	\$7,000.00		\$7,000.00	\$7,000.00	0.00
Preliminary Design	\$62,090.00		\$62,090.00	\$62,090.00	0.00
Final Design	\$47,460.00		\$47,460.00	\$47,460.00	0.00
Public Information Meeting	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Bidding Phase Services	\$3,540.00		\$3,540.00	\$3,540.00	0.00
Construction Staking	\$30,000.00		\$20,285.00	\$20,285.00	0.00
Construction Administration	\$149,965.00		\$149,965.00	\$133,500.00	\$16,465.00
Total	\$324,030.00		\$314,315.00	\$297,850.00	\$16,465.00
Total Amount Due Upon Receipt :					\$16,465.00

Email invoice to: BFord@Ankenylowa.gov

Billing Backup

JEO Consulting Group, Inc.

Invoice 139809 Dated 3/13/2023

Monday, March 13, 2023

8:11:31 AM

Project	R200170.01	Ankeny SE 3rd Street Improvements - Phase 1
Phase	706CA	Construction Administration (Transportat

Hours this Invoice

		Hours		Amount
Transportation Engineer	10/31/2022	.75	135.00	101.25
Transportation Engineer	12/1/2022	2.25	135.00	303.75
Transportation Engineer	12/5/2022	4.50	135.00	607.50
Transportation Engineer	12/6/2022	3.50	135.00	472.50
Transportation Engineer	12/7/2022	4.25	135.00	573.75
Transportation Engineer	12/9/2022	2.00	135.00	270.00
Transportation Engineer	12/13/2022	1.00	135.00	135.00
Transportation Engineer	12/14/2022	.75	135.00	101.25
Transportation Engineer	12/15/2022	4.50	135.00	607.50
Transportation Engineer	12/16/2022	4.00	135.00	540.00
Transportation Engineer	12/19/2022	.75	135.00	101.25
Transportation Engineer	12/20/2022	1.50	135.00	202.50
Transportation Engineer	12/21/2022	.75	135.00	101.25
Transportation Engineer	12/22/2022	.25	135.00	33.75
Transportation Engineer	12/23/2022	2.25	135.00	303.75
Transportation Engineer	1/3/2023	.50	135.00	67.50
Transportation Engineer	1/4/2023	.25	135.00	33.75
Transportation Engineer	1/9/2023	1.00	135.00	135.00
Transportation Engineer	1/10/2023	1.25	135.00	168.75
Transportation Engineer	1/18/2023	.50	135.00	67.50
Transportation Engineer	1/24/2023	.50	135.00	67.50
Transportation Engineer	1/25/2023	.50	135.00	67.50
Field Construction Inspector	12/1/2022	4.00	110.00	440.00
Field Construction Inspector	12/2/2022	4.00	110.00	440.00
Field Construction Inspector	12/9/2022	3.00	110.00	330.00
Field Construction Inspector	12/12/2022	4.00	110.00	440.00
Field Construction Inspector	12/13/2022	2.00	110.00	220.00
Field Construction Inspector	12/14/2022	7.00	110.00	770.00
Field Construction Inspector	12/16/2022	6.00	110.00	660.00
Field Construction Inspector	12/19/2022	2.00	110.00	220.00
Field Construction Inspector	12/21/2022	4.00	110.00	440.00
Field Construction Inspector	12/22/2022	1.00	110.00	110.00
Field Construction Inspector	12/23/2022	1.00	110.00	110.00
Field Construction Inspector	12/27/2022	2.00	110.00	220.00
Field Construction Inspector	12/28/2022	2.00	110.00	220.00
Field Construction Inspector	12/29/2022	2.00	110.00	220.00
Field Construction Inspector	12/30/2022	2.00	110.00	220.00
Field Construction Inspector	1/4/2023	1.00	110.00	110.00
Field Construction Inspector	1/9/2023	1.00	110.00	110.00
Accounting Manager	12/13/2022	.25	135.00	33.75
Transportation Engineer	12/6/2022	.25	120.00	30.00
Senior Bridge Engineer	12/2/2022	1.00	165.00	165.00
Senior Bridge Engineer	12/5/2022	1.50	165.00	247.50
Senior Bridge Engineer	12/6/2022	5.00	165.00	825.00
Senior Bridge Engineer	12/7/2022	8.00	165.00	1,320.00
Senior Bridge Engineer	12/8/2022	3.75	165.00	618.75
Senior Bridge Engineer	12/12/2022	.50	165.00	82.50
Senior Bridge Engineer	12/13/2022	2.00	165.00	330.00
Senior Bridge Engineer	12/14/2022	1.00	165.00	165.00

Project	R200170.01	Ankeny SE 3rd Street Improvements - Phas			Invoice	139809
Senior Bridge Engineer		12/15/2022	1.50	165.00	247.50	
Senior Bridge Engineer		12/16/2022	3.00	165.00	495.00	
Senior Bridge Engineer		12/19/2022	.50	165.00	82.50	
Senior Bridge Engineer		12/20/2022	1.50	165.00	247.50	
Senior Bridge Engineer		12/23/2022	.50	165.00	82.50	
Senior Bridge Engineer		12/27/2022	1.00	165.00	165.00	
Senior Bridge Engineer		12/28/2022	.50	165.00	82.50	
Senior Bridge Engineer		1/3/2023	1.00	165.00	165.00	
Senior Bridge Engineer		1/4/2023	1.50	165.00	247.50	
Senior Bridge Engineer		1/9/2023	1.00	165.00	165.00	
Senior Bridge Engineer		1/23/2023	1.50	165.00	247.50	
Senior Bridge Engineer		1/27/2023	.50	165.00	82.50	
	Totals		122.75		16,470.00	
	Total Labor					16,470.00
				Total this Phase		\$16,470.00
				Total this Project		\$16,470.00
				Total this Report		\$16,470.00



March 13, 2023

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

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 20
JEO Project No. 200170.01

Becky,

This is the twentieth progress report for the above referenced project and covers work through March 3, 2023. Work during the specified timeframe includes Contractor coordination, Resident Project Representative and construction staking for Phase 1.

We are 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

April 3, 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 #9 in the amount of \$1,193.75 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 #9

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: April 3, 2023
PAYMENT REQUEST # 9
PAYMENT PERIOD: From: February 4, 2023 Through: March 3, 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:	\$	93,665.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	93,665.00	
Less previous applications for payment:	\$	92,471.25	
SUBTOTAL	\$		1,193.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,193.75

Balance to finish, including retainage: \$ 13,115.00

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:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

March 13, 2023

City of Ankeny Staff Approval:

Signature

Date

3/16/2023

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		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 92,471.25

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		
21		
22		
23		
24		
25		

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

March 13, 2023

Project No: R200170.02

Invoice No: 139810

Invoice Amount: 1,193.75

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 March 3, 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		\$19,387.50	\$18,673.75	\$713.75
Preliminary Design	\$12,800.00		\$12,800.00	\$12,800.00	0.00
Final Design	\$62,075.00		\$61,477.50	\$60,997.50	\$480.00
Public Information Meeting	\$3,860.00		0.00	0.00	0.00
Bidding Phase Services	\$5,235.00		0.00	0.00	0.00
Total	\$106,780.00		\$93,665.00	\$92,471.25	\$1,193.75
Total Amount Due Upon Receipt :					\$1,193.75

Email invoice to: BFord@Ankenylowa.gov

Billing Backup

JEO Consulting Group, Inc.
Invoice 139810 Dated 3/13/2023
Monday, March 13, 2023
8:11:36 AM

Project	R200170.02	Ankeny SE 3rd Street Improvements - Phase 2
Phase	106AC	Administration and Coordination

Hours this Invoice

			Hours		Amount
Accounting Manager	2/6/2023		.25	135.00	33.75
Transportation Senior Engineer	2/6/2023		1.00	175.00	175.00
Transportation Senior Engineer	2/9/2023		1.00	175.00	175.00
Senior Bridge Engineer	2/6/2023		1.00	165.00	165.00
Senior Bridge Engineer	2/7/2023		1.00	165.00	165.00
	Totals		4.25		713.75
	Total Labor				713.75

Total this Phase
\$713.75

Phase	306FD	Final Design
-------	-------	--------------

Hours this Invoice

			Hours		Amount
Transportation Engineer	2/6/2023		2.00	120.00	240.00
Transportation Engineer	2/8/2023		1.00	120.00	120.00
Transportation Engineer	2/9/2023		1.00	120.00	120.00
	Totals		4.00		480.00
	Total Labor				480.00

Total this Phase
\$480.00

Total this Project
\$1,193.75

Total this Report
\$1,193.75



March 13, 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. 9
JEO Project No. 200170.02

Becky:

This is the ninth progress report for the above referenced project and covers work through March 3, 2023. Work related to this project includes final design of the Phase 2 plans and coordination with property owners and utility companies.

In the coming weeks, our design team will continue with final design and utility coordination, while working 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

April 3, 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:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #29 in the amount of \$750.10 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center 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
 Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Senior Community Center
Contractor: Shive Hattery
Address: PO Box 1599 - Cedar Rapids, Iowa 52106-1599
Finance Budget Code: 905.2905.4210 **Finance Project #** 905.421
Vendor Project or Invoice #: 4185992-31 **PO #**
Original Contract Date: October 28, 2019 **Vendor #** 8471

Date of Council Meeting: April 3, 2023 ✓ **PAYMENT REQUEST #** 29 ✓
PAYMENT PERIOD: From: January 28, 2023 Through: March 17, 2023

Contract Summary

Original Contract Amount:	\$	601,000.00	
Net change by Change Orders:	\$	159,700.00	
Contract Amount to Date: (line 1 ± 2)	\$	760,700.00	
Total completed and stored to date:	\$	750,478.71	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	750,478.71	✓
Less previous applications for payment:	\$	749,728.61	✓
SUBTOTAL	\$	750.10	✓
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	750.10	✓

Balance to finish, including retainage: \$ 10,221.29

Contract Time Remaining (If applicable) - Working Days

172,021

Construction Contractor Approval: Shive Hattery
Firm Name
Signature: Anne Cameron Date: March 21, 2023

Engineer / Consultant Approval:
Firm Name
Signature: Date:

City of Ankeny Staff Approval:
Signature: Mike Schrock Date: 03/22/2023

Submit to: Mike Schrock
E-mail: mschrock@ankenyiowa.gov **Phone:** (515) 965-6426 **Fax:** (515) 963-3537

Billing Backup

Tuesday, March 21, 2023

Shive-Hattery, Inc.	Invoice	Dated 3/21/2023	1:22:06 PM
---------------------	---------	-----------------	------------

Phase	73	C-Admin - Amend-10 Add Services
-------	----	---------------------------------

			Hours	Rate	Total	
Grade 6 Professional Staff						
000566	Hinds, Ronald	2/22/2023	.50	185.00	92.50	
000566	Hinds, Ronald	2/23/2023	.30	185.00	55.50	
000566	Hinds, Ronald	2/28/2023	.50	185.00	92.50	
000566	Hinds, Ronald	3/8/2023	.50	185.00	92.50	
000566	Hinds, Ronald	3/13/2023	.30	185.00	55.50	
Grade 8 Professional Staff						
000347	Wehr, Todd	1/30/2023	.20	221.00	44.20	
000347	Wehr, Todd	2/1/2023	.30	221.00	66.30	
000347	Wehr, Todd	2/15/2023	.20	221.00	44.20	
000347	Wehr, Todd	2/20/2023	.20	221.00	44.20	
Grade 2 Technician						
000826	Conrad, Kristen	2/3/2023	.20	89.00	17.80	
000826	Conrad, Kristen	2/23/2023	.40	89.00	35.60	
000826	Conrad, Kristen	3/2/2023	.20	89.00	17.80	
Grade 7 Technician						
000055	Cameron, Anne	2/2/2023	.50	157.00	78.50	
	Totals		4.30		737.10	
Total Labor						737.10
Total this Phase						\$737.10

Phase	99	Expenses				
Task	990	Expenses				
Reimbursable Expenses						
Other Direct Expense						
EX	000000101537	3/7/2023	UPS DSM 542445 93	13.00		
Total Reimbursables				13.00		13.00
				Total this Task		\$13.00
				Total this Phase		\$13.00
				Total this Project		\$750.10
				Total this Report		\$750.10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Pag

No.	Date	Amount
1	November 26, 2019	\$ 11,360.31
2	January 6, 2020	\$ 102,092.10
3	February 4, 2020	\$ 56,760.84
4	March 13, 2020	\$ 156,169.56
5	May 8, 2020	\$ 143,061.64
6	June 19, 2020	\$ 29,757.40
7	September 17, 2020	\$ 8,679.20
8	October 16, 2020	\$ 40,268.17
9	November 13, 2020	\$ 20,723.00
10	January 15, 2021	\$ 8,665.00
11	February 12, 2021	\$ 19,300.00
12	March 12, 2021	\$ 15,362.73
13	April 23, 2021	\$ 4,496.35
14	June 25, 2021	\$ 19,246.07
15	July 30, 2021	\$ 8,269.18
16	September 17, 2021	\$ 19,013.19
17	October 15, 2021	\$ 35,971.80
18	November 12, 2021	\$ 10,077.64
19	December 5, 2021	\$ 3,003.33
20	January 14, 2022	\$ 9,293.28
21	February 11, 2022	\$ 2,275.40
22	March 11, 2022	\$ 3,334.30
23	April 22, 2022	\$ 4,974.40
24	May 26, 2022	\$ 2,347.80
25	August 2, 2022	\$ 6,197.31
26	October 7, 2022	\$ 4,255.40
27	November 11, 2021	\$ 960.70
28	January 27, 2023	\$ 3,812.51
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 749,728.61

Record of Change Orders

No.	Date	Amount
1	Geothermal Wells	\$ 24,000.00
2	Parking Lot & Storm	\$ 16,400.00
3	Amendment #3	\$ 28,900.00
4	Amendment #4	\$ 19,900.00
5	Amendment #5	\$ 20,000.00
6	Amendment #6	\$ 10,500.00
7	Amendment #7	\$ 5,000.00
8	Amendment #8	\$ 15,000.00
9	Amendment #9	\$ 10,000.00
10	Amendment #10	\$ 10,000.00
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = \$ 159,700.00

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



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 #25 in the amount of \$22,707.12 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 #25

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 4/3/2023 **PAYMENT REQUEST #** 25
PAYMENT PERIOD: From: 02/20/23 through: 03/19/23

Contract Summary

Original Contract Amount:	\$	103,800.00	
Net change by Change Orders: Amd #1/2	\$	598,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	702,700.00	
Total completed and stored to date:	\$	399,050.32	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	399,050.32	
Less previous applications for payment:	\$	376,343.20	
SUBTOTAL	\$	22,707.12	

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

Current Payment Due - Division 1 (629.4210)	\$	9,765.89
Current Payment Due - Division 2 (688.4210)	\$	12,941.23
CURRENT PAYMENT DUE	\$	22,707.12

Balance to finish, including retainage: \$ 303,649.68

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 Mark A. R... Date 3/23/23

City of Ankeny Staff Approval

Signature Donald C... Date 3/23/23

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		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 376,343.20

#	Date	Amount
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

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
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ <u>598,900.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 23, 2023

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

Invoice No: 120.1113.01 - 25

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 March 19, 2023

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	95,183.76	95,183.76	0.00

Design Services Amendment 1

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	82,140.50	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
Sr. Engineer	33.25	198.00	6,583.50
Project Manager VII	3.00	172.00	516.00
Engineer VI	1.50	163.00	244.50
Technician VIII	1.50	123.00	184.50
Technician VII	11.25	113.00	1,271.25
Technician VI	8.50	102.00	867.00
Technician II	1.00	69.00	69.00
Total Services	60.00		9,735.75

9,735.75

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	25
---------	-------------	---------------------------------------	---------	----

Fleet Mileage

30.14

Phase Subtotal

\$9,765.89

	Total	Prior	Current
Billings to Date	23,846.02	14,080.13	9,765.89

Construction Services Div 2

Hourly Services

	Hours	Rate	Amount
Engineer VIII	11.00	181.00	1,991.00
Technician V	115.50	92.00	10,626.00
Total Services	126.50		12,617.00
			12,617.00

Fleet Mileage

324.23

Phase Subtotal

\$12,941.23

	Total	Prior	Current
Billings to Date	38,318.86	25,377.63	12,941.23

Billing Limits	Current	Prior	To-Date
Total Billings	22,707.12	376,343.20	399,050.32
Limit			702,700.00
Remaining			303,649.68

Amount Due this Invoice \$22,707.12

	Total	Prior	Current
Billings to Date	399,050.32	376,343.20	22,707.12

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



March 23, 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. 25
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the twenty-fifth progress report for the above referenced project and covers work through March 19, 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 staking. Work was also performed on evaluation of design modifications to the drainage channel improvements during construction and assistance with permitting information requested by the City. This invoice of \$22,707.12 represents a completion of about 57% 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 April 3, 2023, Council Meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 #26 in the amount of \$3,409.75 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 #26

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: **Vendor #** 990

Date of Council Meeting 4/3/2023 **PAYMENT REQUEST #** 26
PAYMENT PERIOD: From: 02/20/23 through: 03/19/23

Contract Summary

Original Contract Amount:	\$	<u>173,400.00</u>	
Net change by Change Orders: Amd #1	\$	<u>19,900.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>193,300.00</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>151,725.40</u>
Less previous applications for payment:	\$		<u>148,315.65</u>
SUBTOTAL	\$		<u>3,409.75</u>

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

CURRENT PAYMENT DUE \$ 3,409.75

Balance to finish, including retainage: \$ 41,574.60

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 *Mark* Date 3/23/23

City of Ankeny Staff Approval

Jessie Hart

Signature Date 3/23/23

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	\$ 8,959.75
5	7/23/2020	\$ 8,516.65
6	8/27/2020	\$ 11,199.75
7	9/24/2020	\$ 25,453.50
8	10/20/2020	\$ 3,516.20
9	11/19/2020	\$ 3,959.50
10	1/21/2021	\$ 1,686.50
11	10/20/2021	\$ 6,718.00
12	11/23/2021	\$ 1,600.25
13	12/21/2021	\$ 4,001.00
14	1/25/2022	\$ 8,141.50
15	2/24/2022	\$ 4,194.00
16	3/23/2022	\$ 1,564.00
17	4/20/2022	\$ 2,295.50
18	5/26/2022	\$ 2,233.50
19	8/24/2022	\$ 3,265.38
20	9/21/2022	\$ 4,863.63
21	10/25/2022	\$ 9,953.50
22	11/22/2022	\$ 3,215.25
23	12/21/2022	\$ 6,754.50
24	1/25/2023	\$ 2,129.00
25	2/22/2023	\$ 1,902.50
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 148,315.65

#	Date	Amount
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

Record of Change Orders

#	Date	Amount
1	3/21/2022	\$ 19,900.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ <u>19,900.00</u>

Contract Time Remaining:

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



March 23, 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. 26
S&A PROJECT NO. 120.0315.01

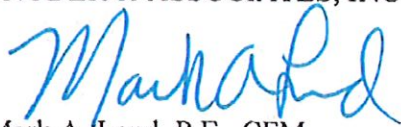
Dear Ms. Hart:

This is the twenty-sixth progress report for the above referenced project and covers work through March 19, 2023. Work through this period includes completing final plans and specifications for the N. Ankeny Boulevard and 18th Street Intersection Improvements project, coordinating with bidder questions, and attending the bid letting on March 14, 2023. All Star Concrete, LLC was the low bidder for the project. This next month, we will coordinate with the Contractor and prepare for construction.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.


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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 22, 2023

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

Invoice No: 120.0315.01 - 26

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 March 19, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer	10.75	197.00	2,117.75
Engineer VIII	4.00	163.00	652.00
Engineer IV	4.50	128.00	576.00
Administrative II	1.00	64.00	64.00
Total Services	20.25		3,409.75
Total Services			3,409.75

Billing Limits	Current	Prior	To-Date
Total Billings	3,409.75	131,429.64	134,839.39
Limit			176,400.00
Remaining			41,560.61

Phase Subtotal \$3,409.75

	Total	Prior	Current
Billings to Date	134,839.39	131,429.64	3,409.75

Construction Services

	Total	Prior	Current
Billings to Date	16,886.01	16,886.01	0.00

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	16,886.01	16,886.01
Limit			16,900.00
Remaining			13.99

Phase Subtotal 0.00

Amount Due this Invoice \$3,409.75

	Total	Prior	Current
Billings to Date	151,725.40	148,315.65	3,409.75

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	26
---------	-------------	------------------------	---------	----

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

April 3, 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 #20 in the amount of \$16,026.72 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 #20

City of Ankeny
Springing it all together

Date Printed: 3/23/2023

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		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 758,739.89

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ <u>1,227,290.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



March 23, 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. 20
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the twentieth progress report for the above referenced project and covers work through March 19, 2022. Our work through this period includes coordinating with City staff, coordinating with franchise utilities within the corridor, construction staking for these utility relocations, shop drawing reviews for both phases, preparing for and attending the preconstruction meeting, and preparing documents for construction. This next month construction will begin.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 3, 2023, Council Meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 22, 2023

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

Invoice No: 121.0695.01 - 20

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 March 19, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer	4.00	209.00	836.00
Engineer V	13.00	146.00	1,898.00
Technician VII	1.00	109.00	109.00
Total Services	18.00		2,843.00
Total Services			2,843.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,843.00	625,775.88	628,618.88
Limit			643,290.00
Remaining			14,671.12
Phase Subtotal			\$2,843.00

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	1.00	230.00	230.00
Engineer VIII	11.50	192.00	2,208.00
Engineer I	27.00	109.00	2,943.00
Technician VI	11.00	108.00	1,188.00
Total Services	50.75		6,630.25
Total Services			6,630.25

	Hours	Rate	Amount
Project Manager VI	2.50	173.00	432.50

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

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

Project	121.0695.01	Ank-NE Delaware Ave Recon NE 5th St to NE 18th St			Invoice	20
Technician VIII		4.50	130.00		585.00	
Technician II		4.50	73.00		328.50	
Total Services		11.50			1,346.00	
Total Services						1,346.00
Fleet Mileage						6.55
		Hours	Rate	Amount		
Technician VII		23.50	120.00	2,820.00		
Technician VI		1.50	108.00	162.00		
Technician V		17.00	98.00	1,666.00		
Technician II		7.00	73.00	511.00		
Total Services		49.00		5,159.00		
Total Services						5,159.00
Fleet Mileage						41.92
Billing Limits		Current	Prior	To-Date		
Total Billings		13,183.72	10,835.05	24,018.77		
Limit				621,800.00		
Remaining				597,781.23		
				Phase Subtotal		\$13,183.72
				Amount Due this Invoice		<u>\$16,026.72</u>
Billings to Date	Total	Prior	Current			
	774,766.61	758,739.89	16,026.72			

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

April 3, 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 #22 and final payment in the amount of \$2,179.65 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim 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 #22

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St and NW State St Interim Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 935.3935.4210 **Finance Project Code:** 935.4210
Vendor Project or Invoice #: 121.0352.01 **PO #**
Original Contract Date: April 5, 2021 **Vendor #** 990

Date of Council Meeting 4/3/2023 **PAYMENT REQUEST #** 22 *Final*
PAYMENT PERIOD: From: 02/20/23 through: 03/19/23

Contract Summary

Original Contract Amount:	\$	74,900.00	
Net change by Change Orders: Amd #1	\$	94,150.00	
Contract Amount to Date: (line 1 ± 2)	\$	169,050.00	
 Total completed and stored to date:	\$	164,767.73	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	164,767.73	
Less previous applications for payment:	\$	162,588.08	
SUBTOTAL	\$		2,179.65

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

CURRENT PAYMENT DUE \$ 2,179.65

Balance to finish, including retainage: \$ 4,282.27

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	4/22/2021	\$ 4,968.00
2	5/27/2021	\$ 13,451.93
3	6/24/2021	\$ 18,339.50
4	7/22/2021	\$5,075.79
5	8/25/2021	\$ 8,313.95
6	9/21/2021	\$ 12,353.50
7	10/20/2021	\$ 11,016.00
8	11/23/2021	\$ 7,971.75
9	12/21/2021	\$ 6,841.35
10	1/25/2022	\$ 11,774.55
11	2/24/2022	\$ 4,773.62
12	3/23/2022	\$ 3,109.50
13	4/20/2022	\$ 2,386.25
14	5/25/2022	\$ 5,248.19
15	6/22/2022	\$ 11,944.38
16	7/19/2022	\$ 17,676.79
17	8/24/2022	\$ 7,838.14
18	9/21/2022	\$ 1,219.38
19	11/22/2022	\$ 2,561.50
20	12/21/2022	\$ 1,805.88
21	2/22/2023	\$ 3,918.13
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 162,588.08

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

Record of Change Orders

#	Date	Amount
1	10/4/2021	\$ 30,050.00
2	3/21/2022	\$ 64,100.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ <u>94,150.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 5, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



March 22, 2023

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

RE: NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS
PROGRESS REPORT NO. 22, FINAL
S&A PROJECT NO. 121.0352.01

Dear Ms. Hart:

This is the twenty-second and final progress report for the above referenced project and covers work through March 19, 2023. Work in this period includes construction administration and the preparation of record drawings.

Contract work is complete, the signal is activated, and the project has been accepted. All post-construction deliverables have been provided to the City and accepted.

We thank you for the opportunity to work with you on this this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Laura Lamberty, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 22, 2023

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

Invoice No: 121.0352.01 - 22

Finance Budget Code 935.3935.4210
Finance Project Code: 935.4210
Vendor: 990

Email

Project 121.0352.01 NW 36th St and NW State St Interim Improvements

Professional Services through March 19, 2023

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	98,099.07	98,099.07
Limit			98,100.00
Remaining			.93
Phase Subtotal			0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	8,546.37	8,546.37
Limit			8,550.00
Remaining			3.63
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	.25	229.00	57.25
Engineer VI	4.75	163.00	774.25
Technician VI	11.50	102.00	1,173.00
Technician I	2.00	60.00	120.00
Administrative II	.50	71.00	35.50
Total Services	19.00		2,160.00
Total Services			2,160.00

Fleet Mileage

19.65

Billing Limits	Current	Prior	To-Date
Total Billings	2,179.65	55,942.64	58,122.29
Limit			62,400.00
Remaining			4,277.71
Phase Subtotal			\$2,179.65

Amount Due this Invoice \$2,179.65

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	121.0352.01	Ank-NW36thStandNWStateStInterimImprov			Invoice	22
		Total	Prior	Current		
Billings to Date		164,767.73	162,588.08	2,179.65		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 #28 in the amount of \$6,494.93 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 #28

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 4/3/2023 **PAYMENT REQUEST #** 28
PAYMENT PERIOD: From: 02/20/23 through: 03/19/23

Contract Summary

Original Contract Amount:	\$	50,300.00	
Net change by Change Orders: Amd #1/2	\$	566,650.00	
Contract Amount to Date: (line 1 ± 2)	\$	616,950.00	
Total completed and stored to date:	\$	561,345.22	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	561,345.22	
Less previous applications for payment:	\$	554,850.29	
SUBTOTAL	\$	6,494.93	

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

CURRENT PAYMENT DUE \$ 6,494.93

Balance to finish, including retainage: \$ 55,604.78

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.
Firm Name

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		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 554,850.29

#	Date	Amount
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 318,650.00
2	2/7/2022	\$ 248,000.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
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



March 23, 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. 28
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the twenty-eighth progress report for the above referenced project and covers work through March 19, 2023. Our work through this period includes construction services that consist of construction administration, construction observation, and record drawings. A spring kickoff meeting was held on March 2, 2023 and construction is anticipated to begin at the end of March.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 3, 2023, Council Meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 22, 2023

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

Invoice No: 120.1005.01 - 28

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 March 19, 2023

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	309,199.66	309,199.66
Limit			309,200.00
Remaining			.34

Phase Subtotal 0.00

	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 II	.25	229.00	57.25
Principal Engineer I	9.75	217.00	2,115.75
Engineer VIII	2.50	181.00	452.50
Engineer IV	2.50	141.00	352.50
Sr. Technician	2.00	132.00	264.00
Technician VII	2.00	113.00	226.00
Technician VI	2.00	102.00	204.00
Technician V	16.50	92.00	1,518.00
Technician III	15.00	75.00	1,125.00

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	28
Technician II		2.00	69.00		138.00	
Total Services		54.50			6,453.00	
Total Services						6,453.00
Fleet Mileage						41.93
Billing Limits		Current	Prior	To-Date		
Total Billings		6,494.93	184,289.22	190,784.15		
Limit				245,500.00		
Remaining				54,715.85		
				Phase Subtotal		\$6,494.93
Billings to Date	Total	Prior	Current			
	190,784.15	184,289.22	6,494.93			
				Amount Due this Invoice		<u>\$6,494.93</u>
Billings to Date	Total	Prior	Current			
	561,345.22	554,850.29	6,494.93			

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

April 3, 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 #11 in the amount of \$2,391.55 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 #11

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

4/3/2023 MG
3/6/2023

PAYMENT REQUEST # 11

PAYMENT PERIOD: From: 01/23/23 through: 02/19/23

Contract Summary

Original Contract Amount:	\$	<u>54,900.00</u>	
Net change by Change Orders: Amd #1	\$	<u>43,500.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>98,400.00</u>
 Total completed and stored to date:	\$	<u>56,867.64</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>56,867.64</u>
Less previous applications for payment:	\$		<u>54,476.09</u>
SUBTOTAL			<u>\$ 2,391.55</u>

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

CURRENT PAYMENT DUE \$ 2,391.55

Balance to finish, including retainage: \$ 41,532.36

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	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		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 54,476.09

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

Record of Change Orders

#	Date	Amount
1	2/20/2023	\$ 43,500.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ <u>43,500.00</u>

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



February 22, 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. 11
S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the eleventh progress report for the above referenced project and covers work through February 19, 2023. Our work through this period includes preparing construction staking files, reviewing shop drawings, scheduling the preconstruction meeting, and coordination with the City and franchise utility companies. The preconstruction meeting was held on February 21, 2023, and we will be preparing meeting minutes for the City's use.

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 March 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

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



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 22, 2023

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

Invoice No: 119.0975.01B - 11

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 February 19, 2023

Basic Services

	Hours	Rate	Amount	
Engineer VIII	.50	174.00	87.00	
Technician VI	3.50	98.00	343.00	
Total Services	4.00		430.00	
Total Services				430.00

Fleet Mileage

6.55

Phase Subtotal \$436.55

Construction Services

	Hours	Rate	Amount	
Principal Engineer I	.25	230.00	57.50	
Engineer VIII	4.50	192.00	864.00	
Total Services	4.75		921.50	
Total Services				921.50

	Hours	Rate	Amount	
Project Manager VI	2.00	173.00	346.00	
Technician VI	4.00	108.00	432.00	
Technician II	3.50	73.00	255.50	
Total Services	9.50		1,033.50	
Total Services				1,033.50

Phase Subtotal \$1,955.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,391.55	54,476.09	56,867.64
Limit			98,400.00
Remaining			41,532.36

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

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

Project	119.0975.01B	Ank-NWNorthlawnAreaUtilityImprovPhase2	Invoice	11
---------	--------------	--	---------	----

Amount Due this Invoice \$2,391.55

	Total	Prior	Current
Billings to Date	56,867.64	54,476.09	2,391.55

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

April 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$2,455.00 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 #12

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 4/3/2023 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: 02/20/23 through: 03/19/23

Contract Summary

Original Contract Amount:	\$	<u>54,900.00</u>	
Net change by Change Orders: Amd #1	\$	<u>43,500.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>98,400.00</u>	
Total completed and stored to date:	\$	<u>59,322.64</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>59,322.64</u>	
Less previous applications for payment:	\$	<u>56,867.64</u>	
SUBTOTAL	\$		<u>2,455.00</u>

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

CURRENT PAYMENT DUE \$ 2,455.00

Balance to finish, including retainage: \$ 39,077.36

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	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		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 56,867.64

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

Record of Change Orders

#	Date	Amount
1	2/20/2023	\$ 43,500.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
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



March 23, 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. 12
S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the twelfth progress report for the above referenced project and covers work through March 19, 2023. Our work through this period includes shop drawing reviews and attending the preconstruction meeting on February 21, 2023. Once construction commences, we will be on stand by for any assistance the City needs. We will also continue to perform construction staking for the 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 April 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 22, 2023

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

Invoice No: 119.0975.01B - 12

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 March 19, 2023

Basic Services

Phase Subtotal 0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer I	.50	230.00	115.00
Engineer VIII	6.00	192.00	1,152.00
Technician VI	11.00	108.00	1,188.00
Total Services	17.50		2,455.00
Total Services			2,455.00

Phase Subtotal \$2,455.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,455.00	56,867.64	59,322.64
Limit			98,400.00
Remaining			39,077.36

Amount Due this Invoice \$2,455.00

	Total	Prior	Current
Billings to Date	59,322.64	56,867.64	2,455.00

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

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

April 3, 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 #39 in the amount of \$2,967.92 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 #39

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 4/3/2023 **PAYMENT REQUEST #** 39
PAYMENT PERIOD: From: 02/20/23 through: 03/19/23

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:	\$	671,809.99	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		671,809.99
Less previous applications for payment:	\$		668,842.07
SUBTOTAL			\$ 2,967.92

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

CURRENT PAYMENT DUE \$ 2,967.92

Balance to finish, including retainage: \$ 83,140.01

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	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	12/22/2000	\$ 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		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 665,934.70

Please update Payment Application Sheet

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

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
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 22, 2023

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

Invoice No: 119.0290.01 - 39

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through March 19, 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	39
---------	-------------	-------------------------	---------	----

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

	Total	Prior	Current
Billings to Date	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

	Total	Prior	Current
Billings to Date	9,835.26	9,835.26	0.00

Phase 2 Construction Services

	Hours	Rate	Amount	
Principal Engineer II	.25	229.00	57.25	
Principal Engineer I	4.50	217.00	976.50	
Engineer VI	1.50	163.00	244.50	
Sr. Technician	2.50	132.00	330.00	
Technician VII	4.00	113.00	452.00	
Technician VI	5.50	102.00	561.00	
Technician III	4.50	75.00	337.50	
Total Services	22.75		2,958.75	
Total Services				2,958.75

Fleet Mileage				9.17
---------------	--	--	--	------

Billing Limits	Current	Prior	To-Date	
Total Billings	2,967.92	133,724.24	136,692.16	
Limit			197,200.00	
Remaining			60,507.84	
Phase Subtotal				\$2,967.92

	Total	Prior	Current
Billings to Date	136,692.16	133,724.24	2,967.92

Amount Due this Invoice \$2,967.92

	Total	Prior	Current
Billings to Date	671,809.99	668,842.07	2,967.92

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty

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

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



March 23, 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. 39
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the thirty-ninth progress report for the above referenced project and covers work through March 19, 2023. This invoice includes construction administration and construction observation including effort towards completion of the record drawings and updates for the completion of outstanding work items.

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 \$2,967.92, are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50%. A total of \$1,187.17 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 April 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

April 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$6,938.80 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 #2

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: April 3, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: February 20, 2023 Through: March 19, 2023

Contract Summary

Original Contract Amount:	\$	69,300.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	69,300.00	
Total completed and stored to date:	\$	13,468.28	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	13,468.28	
Less previous applications for payment:	\$	6,529.48	
SUBTOTAL	\$	6,938.80	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	6,938.80	

Balance to finish, including retainage: \$ 55,831.72

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		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 6,529.48

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



March 23, 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. 2
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the second invoice for the above referenced project, for work performed through March 19, 2023. Services performed during this period included the following:

- Coordination with City regarding comments on initial concept
- Prepared updated concept per City comments
- Coordination for second phase of survey for fiber conduit

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 3, 2023, Council Meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Mark A. Land', is written over the printed name.

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

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 22, 2023

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

Invoice No: 123.0251.01 - 2

965.3965.4210
965.4210

Email

Project 123.0251.01 SE Delaware Ave and SE 54h St Traffic Signal Project

Professional Services through March 19, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	2.00	229.00	458.00
Sr. Engineer	3.25	198.00	643.50
Land Surveyor VIII	.75	181.00	135.75
Engineer IV	16.25	141.00	2,291.25
Engineer I	11.75	103.00	1,210.25
Lead Technician	14.00	138.00	1,932.00
Technician VII	2.00	113.00	226.00
Administrative II	.50	71.00	35.50
Total Services	50.50		6,932.25
			6,932.25

Fleet Mileage

6.55

Phase Subtotal \$6,938.80

Billing Limits	Current	Prior	To-Date
Total Billings	6,938.80	6,529.48	13,468.28
Limit			69,300.00
Remaining			55,831.72

Amount Due this Invoice \$6,938.80

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

April 3, 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 \$15,039.75 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:

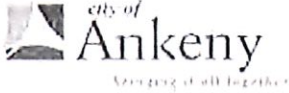
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

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: April 3, 2023 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: February 20, 2023 Through: March 19, 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:	\$	32,307.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	32,307.25	
Less previous applications for payment:	\$	17,267.50	
SUBTOTAL	\$		15,039.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 15,039.75

Balance to finish, including retainage: \$ 9,392.75

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:

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		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 17,267.50

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:	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



March 23, 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. 3
S&A PROJECT NO. 123.0135.01

Dear Ms. Hart:

Enclosed is the third invoice for the above referenced project, for work performed through March 19, 2023. Services performed during this period included the following:

- Continued coordination with City regarding preliminary plan comments
- Worked to address preliminary plan comments and advance toward check plans
- Coordination regarding utility verification potholing
- On-site meeting with City to determine pavement removal limits
- Created concept for additional pavement removal options
- Updated cost opinion for additional pavement removal options

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 3, 2023, Council Meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 22, 2023

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

Invoice No: 123.0135.01 - 3

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 March 19, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	3.25	198.00	643.50
Land Surveyor VIII	2.00	181.00	362.00
Engineer IV	17.75	141.00	2,502.75
Engineer III	3.00	129.00	387.00
Engineer I	35.00	103.00	3,605.00
Lead Technician	1.00	138.00	138.00
Technician VII	65.50	113.00	7,401.50
Total Services	127.50		15,039.75
			15,039.75
		Phase Subtotal	\$15,039.75

Billing Limits	Current	Prior	To-Date
Total Billings	15,039.75	17,267.50	32,307.25
Limit			41,700.00
Remaining			9,392.75

Amount Due this Invoice \$15,039.75

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

April 3, 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 April 3, 2023 Accounts Payable. (Finance Committee: J. Perry, Chp, J. Ruddy, T. Shafer)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

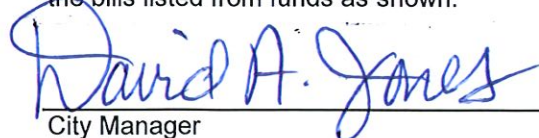
Click to download
 AP Recap
 AP Check Report

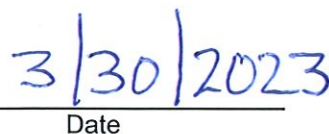
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
APRIL 3, 2023

Fund		PAYMENTS
100	General Fund	\$ 649,616.54
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	108,133.15
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	483.80
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	31,885.05
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	18,569.01
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	54,057.31
590	Golf Course Fund	37,055.61
600-699	Enterprise Project Funds	134,654.96
710	Revolving Fund	28,720.46
720	Risk Management Fund	18,067.93
730	Health Insurance Fund	723.96
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	358,880.12
	Sub Total	\$ 1,440,847.90
	Payroll Totals	1,999,373.58
	Service Transfers/ACH Drafts	(197,074.97)
	Agenda Payments Approved Separately	(224,138.25)
	Grand Total	<u>\$ 3,019,008.26</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: APGBW FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001844	A TECH INC-TCI							
I-580701	4/1/23-6/30/23 QUARTERLY SVCS	E	4/05/2023	3,075.00		006836		3,075.00
	*** VENDOR TOTALS ***					1 CHECKS		3,075.00
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-1316425	1 BASIN DIFFUSER-DOG PK	R	4/03/2023	1,571.00		242138		
I-1316427	2 BASIN DIFFUSERS HWKY	R	4/03/2023	3,880.00		242138		5,451.00
	*** VENDOR TOTALS ***					1 CHECKS		5,451.00
002226	A-TEC RECYCLING INC							
I-496	FLAGS FOR OTTER CREEK	E	4/05/2023	105.80		006841		105.80
	*** VENDOR TOTALS ***					1 CHECKS		105.80
000164	G & S HARDWARE INC							
I-208745/2	ADD A TEE - PRSC	R	4/03/2023	13.99		242139		
I-208746/2	POOL SUPPLIES - AC	R	4/03/2023	8.94		242139		
I-208760/2	PROPANE FILL - STREETS	R	4/03/2023	48.99		242139		71.92
	*** VENDOR TOTALS ***					1 CHECKS		71.92
005541	ACUSHNET COMPANY							
I-914961761	MERCHANDISE FOR RESALE-OC	R	4/03/2023	1,015.83		242140		
I-914961767	STOCK MERCH FOR RESALE-OC	R	4/03/2023	212.65		242140		
I-914988947	MERCHANDISE FOR RESALE-OC	R	4/03/2023	258.39		242140		
I-915009626	MERCHANDISE FOR RESALE-OC	R	4/03/2023	225.00		242140		
I-915044250	MERCHANDISE FOR RESALE	R	4/03/2023	1,015.47		242140		
I-915067819	STOCK MERCH FOR RESALE-OC	R	4/03/2023	133.27		242140		2,860.61
	*** VENDOR TOTALS ***					1 CHECKS		2,860.61
008252	D H PACE COMPANY INC							
I-ACR/271-4265	OVERHEAD DOOR - MU	E	4/05/2023	6,730.00		006873		6,730.00
	*** VENDOR TOTALS ***					1 CHECKS		6,730.00
011649	AHS RESCUE LLC							
I-29783	LOW ANGLE RESCUE - FD	E	4/05/2023	2,563.35		006891		
I-30070	LOTUS TECH/ANCHOR PLATE-FD	E	4/05/2023	211.29		006891		2,774.64
	*** VENDOR TOTALS ***					1 CHECKS		2,774.64
011573	AIR SCIENCE USA, LLC							
I-80010	DUCTLESS FUME HOOD	R	4/03/2023	2,878.00		242141		2,878.00
	*** VENDOR TOTALS ***					1 CHECKS		2,878.00
000226	AIRGAS NORTH CENTRAL INC							
I-9135759542	CHEMICAL RESISTENT GLOVES - MU	R	4/03/2023	139.32		242142		139.32
	*** VENDOR TOTALS ***					1 CHECKS		139.32

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009981	ALL CITY MANAGEMENT SERVICES,							
I-84141	2/26-3/11/23 CROSSING GUARDS	E	4/05/2023	5,608.99		006889		5,608.99
	*** VENDOR TOTALS ***					1 CHECKS		5,608.99
006577	ALL CLEAN OF IOWA INC							
I-30439	CLEANED EXHAUST-OC PRO	R	4/03/2023	555.00		242143		555.00
	*** VENDOR TOTALS ***					1 CHECKS		555.00
000032	ALL MAKES OFFICE INTERIORS							
I-310460	PSB FURNITURE REPLACEMENT	E	4/05/2023	2,815.08		006814		2,815.08
	*** VENDOR TOTALS ***					1 CHECKS		2,815.08
009262	AMAZON CAPITAL SERVICES INC							
C-17LW-WWVD-P7JQ	CR: ADAPTER -OC PRO	E	4/05/2023	15.99CR		006882		
I-111D-6PL7-D7JV	SPRAY BOTTLES/CHEESE SHKR-ACC	E	4/05/2023	45.48		006882		
I-11MT-YDQN-31KL	DINGSUN COMPONENT HDMI-OC	E	4/05/2023	26.98		006882		
I-13VX-WLR7-N6MP	FLASHLIGHT/THERMOMETER - FD	E	4/05/2023	356.36		006882		
I-14HQ-9WD1-DP37	SWIVEL BASE STAND IPAD-OC PRO	E	4/05/2023	59.95		006882		
I-16JK-GC1H-1NWN	COLD WATER DISPENSER-PRSC	E	4/05/2023	42.00		006882		
I-17QN-VXL3-NL6N	MULTIMEDIA - KL	E	4/05/2023	33.59		006882		
I-1CCY-6H37-MG3Q	WIRELESS SPEAKERS - FD	E	4/05/2023	179.99		006882		
I-1CQ4-7K37-4FWV	MISC MULTIMEDIA - KL	E	4/05/2023	26.98		006882		
I-1CVW-7LT6-JDHK	JARS/LIDS/GLUE/MISC SUPPS-KL	E	4/05/2023	226.96		006882		
I-1DF1-PGYJ-FVVP	MULTIMEDIA - KL	E	4/05/2023	53.24		006882		
I-1DF1-PGYJ-GMJN	MULTIMEDIA - KL	E	4/05/2023	158.68		006882		
I-1DH1-JQYC-CWKN	MULTIMEDIA - KL	E	4/05/2023	49.92		006882		
I-1FMR-6WWK-1DMT	STAND UP DESK - FD	E	4/05/2023	197.99		006882		
I-1G7R-WR17-JNCT	TV REMOTE - MU	E	4/05/2023	15.97		006882		
I-1GWL-MHMY-LT33	MULTIMEDIA - KL	E	4/05/2023	43.51		006882		
I-1GWL-MHMY-RRQP	MULTIMEDIA - KL	E	4/05/2023	105.52		006882		
I-1H3L-PGCP-3YDH	CUPS/CLAY/STICKERS - KL	E	4/05/2023	85.29		006882		
I-1JC3-1JKL-6HM4	PLATES/TOYS - KL	E	4/05/2023	57.38		006882		
I-1JXG-X36V-11WK	CHIMES - KL	E	4/05/2023	24.62		006882		
I-1KP9-KGXG-3R74	HDMI CONVERTER - OC PRO	E	4/05/2023	21.98		006882		
I-1LDL-VVLD-3QYN	TABLECLOTH CLIPS -P&R	E	4/05/2023	209.32		006882		
I-1LHP-RXRT-6LHL	METAL POLISH - STREETS	E	4/05/2023	61.34		006882		
I-1P9Q-HDK4-6DN6	INK/PLEXIOLDERS/WSTBSKT-KL	E	4/05/2023	173.54		006882		
I-1RML-VGRD-C34W	SCREWDRIVER/BITS - IT	E	4/05/2023	28.46		006882		
I-1TF9-J6JN-9LJW	MULTIMEDIA - KL	E	4/05/2023	22.05		006882		
I-1TYV-QTRM-73C7	ROKU/AUDIO CABLE/HDMI - FD	E	4/05/2023	223.76		006882		
I-1V31-RCWD-HDWD	BOOKS - KL	E	4/05/2023	203.19		006882		
I-1VY6-NQ3N-H6M9	DISINFECTANT SPRAY-KL	E	4/05/2023	45.84		006882		
I-1W49-KDP3-L1H3	SKATE PARK BUILDING SET-KL	E	4/05/2023	56.76		006882		
I-1WCQ-6RL3-37XN	MISC MULTIMEDIA - KL	E	4/05/2023	29.73		006882		
I-1WXC-YLWD-KC9Q	SPONGES/BOOTS - PD	E	4/05/2023	117.19		006882		
I-1X4Y-1NH9-4611	STICKERS - ACC	E	4/05/2023	15.98		006882		
I-1XX7-1KGM-4PTR	LIGHTS AND PART- PD	E	4/05/2023	681.65		006882		3,665.21
	*** VENDOR TOTALS ***					1 CHECKS		3,665.21

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004293	AMERICAN FENCE CO OF IOWA INC							
I-02348	LATCHES - PRAC	R	4/03/2023	25.02		242144		25.02
	*** VENDOR TOTALS ***					1 CHECKS		25.02
002676	ANIMAL RESCUE LEAGUE							
I-INV0048	FEBRUARY 2023 ANIMAL INTAKE	E	4/05/2023	1,271.40		006844		1,271.40
	*** VENDOR TOTALS ***					1 CHECKS		1,271.40
008687	ANKENY AMERICAN LEGION POST 42							
I-316-WMR-22	FLAGS -PRSC	R	4/03/2023	137.28		242145		137.28
	*** VENDOR TOTALS ***					1 CHECKS		137.28
008727	ANKENY ART CENTER							
I-03/2023 RAINBOW	03/2023 RAINBOW HEART WALL PRG	R	4/03/2023	297.60		242146		297.60
	*** VENDOR TOTALS ***					1 CHECKS		297.60
004201	TSJM TOWING SERVICE LLC							
I-23-52765	TOW/HOOK FEE - PD	R	4/03/2023	83.00		242147		
I-23-52853	TOW/HOOK FEE - PD	R	4/03/2023	73.00		242147		
I-23-52905	TOW/HOOK FEE - PD	R	4/03/2023	50.00		242147		206.00
	*** VENDOR TOTALS ***					1 CHECKS		206.00
000057	ARNOLD MOTOR SUPPLY							
I-15NV145529	UNIT #877 SPARK PLUG	R	4/03/2023	5.44		242148		
I-15NV146059	UNIT #812-SPARK PLUGS	R	4/03/2023	12.44		242148		
I-15NV146496	TEE WRAP - PRSC	R	4/03/2023	143.96		242148		
I-15NV146671	TEE WRAP/BLACK TENSILE-PRSC	R	4/03/2023	143.96		242148		
I-15NV146969	UNIT #834 SPARK PLUG	R	4/03/2023	2.81		242148		308.61
	*** VENDOR TOTALS ***					1 CHECKS		308.61
002625	PHILIP L ASCHEMAN PHD							
I-ANK2023	PD ANNUAL EVALS	R	4/03/2023	10,790.00		242149		10,790.00
	*** VENDOR TOTALS ***					1 CHECKS		10,790.00
001581	ASHLAND POINT HOA							
I-07132021-ASH	DAMAGE DEPOSIT REFUND	R	4/03/2023	100.00		242150		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
004068	ASPEN EQUIPMENT CO							
I-40045378	TRUCK INSPECTION - TRFC	E	4/05/2023	957.37		006852		957.37
	*** VENDOR TOTALS ***					1 CHECKS		957.37
011768	ASSOCIATION MANAGEMENT SERVICE							
I-03232023-AMS	DAMAGE DEPOSIT REFUND	R	4/03/2023	100.00		242151		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008057	BACKFLOW SOLUTIONS INC							
I-7893	IRRIGATION NOTICE - MU	R	4/03/2023	650.00		242152		650.00
	*** VENDOR TOTALS ***					1 CHECKS		650.00
000067	BAKER & TAYLOR INC							
I-2037383770	MISC BOOKS - KL	E	4/05/2023	1,536.34		006816		
I-2037394243	MISC BOOKS - KL	E	4/05/2023	402.63		006816		
I-2037398996	MISC BOOKS - KL	E	4/05/2023	1,176.94		006816		
I-2037406908	MISC BOOKS - KL	E	4/05/2023	409.20		006816		3,525.11
	*** VENDOR TOTALS ***					1 CHECKS		3,525.11
002479	AMIN BAKRI							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBSMNT	R	4/03/2023	54.00		242153		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
001291	BOB BASH							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBSMNT	E	4/05/2023	54.00		006834		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
005950	BLACKSTONE AUDIO INC							
I-2088702	MULTIMEDIA/SHELF SVCS-KL	R	4/03/2023	43.54		242154		
I-2094019	MULTIMEDIA/SHELF SVCS - KL	R	4/03/2023	37.94		242154		81.48
	*** VENDOR TOTALS ***					1 CHECKS		81.48
003947	BOB BROWN GMC INC							
I-38617	UNIT #99 PARTS	E	4/05/2023	127.11		006850		127.11
	*** VENDOR TOTALS ***					1 CHECKS		127.11
009283	BOLTON & MENK, INC							
I-0303893	PSA STORMWATER FACILITY	R	4/03/2023	14,058.50		242155		
I-PAY 1-PR/ASH/9TH	PAY 1-NW PR DR/ASH/9TH ST STDY	R	4/03/2023	1,403.00		242155		15,461.50
	*** VENDOR TOTALS ***					1 CHECKS		15,461.50
008100	BOMGAARS SUPPLY INC							
I-65065642	BULK BOLTS -OC	R	4/03/2023	4.45		242156		4.45
	*** VENDOR TOTALS ***					1 CHECKS		4.45
009487	BOOT BARN INC							
I-INV00241950	BOOTS - T. SCHENCK	E	4/05/2023	112.49		006887		112.49
	*** VENDOR TOTALS ***					1 CHECKS		112.49
005174	BOUND TREE MEDICAL LLC							
C-70332200	CR: EMS SUPPLIES - FD	R	4/03/2023	149.20CR		242157		
C-70332204	CR: EMS SUPPLIES - FD	R	4/03/2023	298.40CR		242157		
C-70332207	CR: EMS SUPPLIES - FD	R	4/03/2023	746.00CR		242157		
I-84882722	EMS SUPPLIES - FD	R	4/03/2023	203.78		242157		
I-84882723	EMS SUPPLIES - FD	R	4/03/2023	407.56		242157		
I-84885785	EMS SUPPLIES - FD	R	4/03/2023	37.56		242157		

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-84885786	EMS SUPPLIES - FD	R	4/03/2023	205.86		242157		
I-84887250	EMS SUPPLIES - FD	R	4/03/2023	65.00		242157		
I-84888713	EMS SUPPLIES - FD	R	4/03/2023	213.48		242157		
I-84888714	EMS SUPPLIES - FD	R	4/03/2023	53.37		242157		
I-84888715	EMS SUPPLIES - FD	R	4/03/2023	2,037.04		242157		
I-84888716	EMS SUPPLIES - FD	R	4/03/2023	55.21		242157		
I-84890449	EMS SUPPLIES - FD	R	4/03/2023	497.50		242157		
I-84890450	EMS SUPPLIES - FD	R	4/03/2023	48.06		242157		
I-84890451	EMS SUPPLIES - FD	R	4/03/2023	449.85		242157		
I-84891867	EMS SUPPLIES - FD	R	4/03/2023	497.50		242157		
I-84891868	EMS SUPPLIES - FD	R	4/03/2023	21.90		242157		
I-84891869	EMS SUPPLIES - FD	R	4/03/2023	2.35		242157		3,602.42
*** VENDOR TOTALS ***						1 CHECKS		3,602.42
000127	BRICK GENTRY PC							
I-391000	1/25/2023 STATEMENT 224.008	R	4/03/2023	585.00		242158		
I-393751	2/25/2023 STATEMENT 4.003	R	4/03/2023	117.00		242158		
I-393752	2/25/2023 STATEMENT 4.004	R	4/03/2023	331.50		242158		1,033.50
*** VENDOR TOTALS ***						1 CHECKS		1,033.50
008929	JULIE BROADHEAD							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBSMNT	R	4/03/2023	54.00		242159		54.00
*** VENDOR TOTALS ***						1 CHECKS		54.00
004963	KENNETH O BRYANT							
I-02/20-23-02/22/23	02/20-2/22/23 PARKING RMBSMNT	R	4/03/2023	30.00		242160		30.00
*** VENDOR TOTALS ***						1 CHECKS		30.00
007873	ROSS BUDDEN							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBSMNT	E	4/05/2023	54.00		006896		54.00
*** VENDOR TOTALS ***						1 CHECKS		54.00
008738	BULB GUY LIGHTING							
I-19109	BULBS - FD	E	4/05/2023	340.84		006876		
I-19110	BULBS - FD	E	4/05/2023	225.00		006876		565.84
*** VENDOR TOTALS ***						1 CHECKS		565.84
000385	CAPITAL CITY EQUIPMENT CO							
I-34252D	UNIT #665 PARTS	E	4/05/2023	34.34		006824		
I-34272D	UNIT #665 PARTS	E	4/05/2023	63.51		006824		97.85
*** VENDOR TOTALS ***						1 CHECKS		97.85
000453	CARQUEST AUTO PARTS							
I-2330-782478	SQUEEGEE - CG	R	4/03/2023	25.32		242161		
I-2330-782503	FUEL FILTER - CG	R	4/03/2023	44.08		242161		69.40
*** VENDOR TOTALS ***						1 CHECKS		69.40

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005278	CDW GOVERNMENT							
I-HJ29763	ADOBE ACROBAT PRO	E	4/05/2023	106.00		006862		106.00
	*** VENDOR TOTALS ***					1 CHECKS		106.00
004635	CENTRAL IOWA OFFICIALS LLC							
I-SPRING 2023 SFTBLL	SPRING 2023 SFTBALL OFFICIALS	R	4/03/2023	6,230.00		242162		6,230.00
	*** VENDOR TOTALS ***					1 CHECKS		6,230.00
003072	QWEST CORPORATION							
I-03/04/2023	03/2023 STATEMENT - TRAFFIC	R	4/03/2023	100.89		242163		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
000426	CERTIFIED POWER INC							
I-40519591	PLOW CONTROLLER	R	4/03/2023	1,140.01		242164		1,140.01
	*** VENDOR TOTALS ***					1 CHECKS		1,140.01
004975	CHI CORPORATION							
I-36314	QUANTUM LTO9 TAPE BACKUP	R	4/03/2023	9,460.00		242165		9,460.00
	*** VENDOR TOTALS ***					1 CHECKS		9,460.00
008614	TONY CHRISTOPH							
I-03/21/2023 LUNCH	3/21/23 LUNCH	E	4/05/2023	11.33		006875		11.33
	*** VENDOR TOTALS ***					1 CHECKS		11.33
002659	CI TECHNOLOGIES, INC.							
I-11236	BLUE TEAM ANNUAL MAINT	R	4/03/2023	1,050.00		242166		1,050.00
	*** VENDOR TOTALS ***					1 CHECKS		1,050.00
011576	CINTAS CORPORATION							
I-4149285135	MAT/UNIFORM RENTAL -OCM	R	4/03/2023	54.03		242167		
I-4149289320	3/14/23 SVCS - CH	R	4/03/2023	61.51		242167		
I-4149289443	3/14/23 SVCS - PSB	R	4/03/2023	64.75		242167		
I-4149295143	3/14/23 SVCS - WATER	R	4/03/2023	177.71		242167		
I-4149295158	3/14/23 SVCS - STREETS	R	4/03/2023	402.39		242167		
I-4149295292	MAT RENTALS- LAKESIDE	R	4/03/2023	21.12		242167		
I-4149295361	MAT/UNIFORM RENTAL - PKS	R	4/03/2023	113.23		242167		
I-4149444455	3/15/23 SVCS - WASTEWATER	R	4/03/2023	135.51		242167		
I-4149995154	MAT RENTALS-OCM	R	4/03/2023	46.40		242167		
I-4150006110	3/21/23 SVCS - STREETS	R	4/03/2023	404.43		242167		
I-4150006218	3/21/23 SVCS - WATER	R	4/03/2023	177.71		242167		
I-4150006394	MAT RENTALS - ACC	R	4/03/2023	63.81		242167		
I-4150006464	MAT / UNIFORM RENTAL-PKS	R	4/03/2023	113.23		242167		
I-4150135838	3/22/23 SVCS - WASTEWATER	R	4/03/2023	135.51		242167		
I-4150704578	3/28/2023 SVCS - STREETS	R	4/03/2023	404.43		242167		
I-4150704887	MAT RENTALS - KL	R	4/03/2023	149.86		242167		2,525.63
	*** VENDOR TOTALS ***					1 CHECKS		2,525.63

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011759	CITY OF DAVENPORT							
I-1332477	FY23 METRO COALITION ASSESSMNT	R	4/03/2023	7,332.09		242168		7,332.09
	*** VENDOR TOTALS ***					1 CHECKS		7,332.09
002407	CIVIL DESIGN ADVANTAGE LLC							
I-40441 #33	PAY 33-NW 18TH EXT/WEIGL/SPRCE	E	4/05/2023	4,225.03		006843		
I-40465 #1	PAY 1-NW 36TH ST/WEIGL HMA	E	4/05/2023	14,652.14		006843		18,877.17
	*** VENDOR TOTALS ***					1 CHECKS		18,877.17
007852	LEE COLE							
I-03/2023MAGIC	03/2023 MAGIC CAMP	R	4/03/2023	840.00		242169		840.00
	*** VENDOR TOTALS ***					1 CHECKS		840.00
009340	COMMUNICATION INNOVATORS, INC							
I-111559	AV EQUIP REPAIR - PSB	R	4/03/2023	4,346.59		242170		4,346.59
	*** VENDOR TOTALS ***					1 CHECKS		4,346.59
009277	CONVERGE ONE INC							
I-IE9104944	DIRECT TV NETWORK EQUIP-OC	E	4/05/2023	662.33		006883		662.33
	*** VENDOR TOTALS ***					1 CHECKS		662.33
010085	CONRAD CRUTHIRDS							
I-01/2023TUITION	01/2023 TUITION	E	4/05/2023	600.00		006905		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
001654	CUMMINS, INC							
I-J4-27074	GEN INSPECTION - ASR #2	E	4/05/2023	1,108.70		006835		
I-J4-27075	GEN INSPECTION - CITY HALL	E	4/05/2023	708.70		006835		
I-J4-27134	GEN INSPECTION - WATER	E	4/05/2023	266.15		006835		
I-J4-27135	GEN INSPECTION - PSB	E	4/05/2023	266.15		006835		
I-J4-27250	GEN INSPECTION - PD	E	4/05/2023	958.70		006835		
I-J4-27251	GEN INSPECTION - FS#1	E	4/05/2023	687.50		006835		
I-J4-27356	GEN INSPECTION - FS#3	E	4/05/2023	789.94		006835		
I-J4-27358	GEN INSPECTION - IRVINDALE	E	4/05/2023	412.55		006835		
I-J4-27445	GEN INSPECTION - FS#2	E	4/05/2023	687.50		006835		
I-J4-27615	GEN INSPECTION - SAYLOR LIFT	E	4/05/2023	1,008.70		006835		
I-J4-27616	GEN INSPECTION - MAINT FAC	E	4/05/2023	637.50		006835		
I-J4-27789	GEN INSPECTION - PUMP STATION	E	4/05/2023	737.50		006835		
I-J4-27797	GEN INSPECTION - PUMP STATION	E	4/05/2023	1,008.70		006835		
I-J4-28505	GEN INSPECTION - FS#1	E	4/05/2023	487.66		006835		9,765.95
	*** VENDOR TOTALS ***					1 CHECKS		9,765.95
000146	CENTURY HOMES CO							
C-05762CM	CR: SYNGENTA EARLY ORDER	R	4/03/2023	334.43CR		242171		
I-62303IN	PRIMMOMAXX PGR - PRSC	R	4/03/2023	5,980.00		242171		
I-62304IN	GRUB CONTROL - PRSC	R	4/03/2023	5,250.00		242171		
I-63844IN	PREEEMERGENT - PRSC	R	4/03/2023	2,320.00		242171		
I-63845IN	HERBICIDE - STREETS	R	4/03/2023	820.00		242171		14,035.57
	*** VENDOR TOTALS ***					1 CHECKS		14,035.57

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001003	ED DANIELS							
I-109678	FILTERS - FD	E	4/05/2023	71.30		006833		
I-109679	FILTERS - FD	E	4/05/2023	212.13		006833		
I-109680	FILTERS -OC	E	4/05/2023	360.91		006833		
I-109758	FILTERS -PW	E	4/05/2023	23.40		006833		
I-109778	FILTERS - FD	E	4/05/2023	47.21		006833		
I-109779	FILTERS - PKS	E	4/05/2023	363.34		006833		
I-109877	FILTERS- PD	E	4/05/2023	255.03		006833		1,333.32
	*** VENDOR TOTALS ***					1 CHECKS		1,333.32
009427	AMY DAWSON							
I-01/23-03/23	FITNESS 01/23-03/23 FITNESS RMBRSMT	E	4/05/2023	36.00		006902		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
003099	DELL MARKETING L P							
I-10658838198	MONITOR - PD	R	4/03/2023	199.00		242172		
I-10660085294	DELL PE R740XD WITH WIN22	R	4/03/2023	986.24		242172		
I-634852337	MONITOR - FD	R	4/03/2023	199.00		242172		1,384.24
	*** VENDOR TOTALS ***					1 CHECKS		1,384.24
000758	DES MOINES IRON & SUPPLY CO							
I-1904674557	SAW BLADES - PKS	R	4/03/2023	141.82		242173		141.82
	*** VENDOR TOTALS ***					1 CHECKS		141.82
000843	THE DES MOINES REGISTER							
I-5412789	02/2023 LEGAL PUBLICATIONS	E	4/05/2023	2,901.72		006831		2,901.72
	*** VENDOR TOTALS ***					1 CHECKS		2,901.72
007887	NICK DEVRIES							
I-3/17/2023	SHOE REIMBURSEMENT	R	4/03/2023	140.00		242174		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
000161	DEWEY FORD INC							
I-602141 FOW	UNIT #93 PARTS	R	4/03/2023	29.95		242175		
I-602359 FOW	UNIT #801 PARTS	R	4/03/2023	107.62		242175		
I-602650 FOW	UNIT #118 LAMP	R	4/03/2023	240.50		242175		378.07
	*** VENDOR TOTALS ***					1 CHECKS		378.07
004568	DOLL DISTRIBUTING LLC							
I-1206855	ALCOHOL FOR RESALE -OC	E	4/05/2023	992.81		006855		
I-1209880	ALCOHOL FOR RESALE - P&R	E	4/05/2023	807.70		006855		1,800.51
	*** VENDOR TOTALS ***					1 CHECKS		1,800.51

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002143	DOORS INC							
I-331808	CLOSERS - ASR2	E	4/05/2023	253.00		006839		253.00
	*** VENDOR TOTALS ***					1 CHECKS		253.00
000759	JAY EASON							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBSMNT	E	4/05/2023	54.00		006829		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
004995	ECHO GROUP INC							
I-S009944077.001	DISTRICT LIGHTS - TRFC	E	4/05/2023	154.38		006859		154.38
	*** VENDOR TOTALS ***					1 CHECKS		154.38
006319	EDWARD DON AND COMPANY							
C-80376240	CR: FOAM WHT -OC PRO	R	4/03/2023	133.90CR		242176		
I-29838087	FOOD/SUPPLIES FOR RESALE	R	4/03/2023	1,006.72		242176		
I-29858135	THERMOMETER/TEST STRIPS-OC/HWK	R	4/03/2023	199.61		242176		1,072.43
	*** VENDOR TOTALS ***					1 CHECKS		1,072.43
000186	ELECTRONIC ENGINEERING							
I-80065649, 80065774	04/2023 STATEMENT - PK MAINT	E	4/05/2023	296.50		006817		
I-80065651, 80065776	04/2023 STATEMENT - MU	E	4/05/2023	440.50		006817		
I-80065652	04/2023 STATEMENT -ENGINEERING	E	4/05/2023	26.50		006817		
I-80065775, 80065650	04/2023 STATEMENT - PW	E	4/05/2023	930.00		006817		1,693.50
	*** VENDOR TOTALS ***					1 CHECKS		1,693.50
008516	TINA ERICKSON							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBSMNT	E	4/05/2023	54.00		006897		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
008855	JAMES EVANS							
I-10500940	NUISANCE LICENSE REIMBSMNT	E	4/05/2023	20.00		006900		
I-20968417	FUR HRVSTR & HBITAT STMP RMBS	E	4/05/2023	44.59		006900		64.59
	*** VENDOR TOTALS ***					1 CHECKS		64.59
005478	EXCEL MECHANICAL COMPANY INC							
I-161019	HUMIDIFIER REPAIR - PD	E	4/05/2023	264.00		006864		
I-161020	REPAIR APD HUMIDIFIER	E	4/05/2023	1,581.60		006864		
I-161023	AMP WOMENS HEATER REPAIR	E	4/05/2023	544.65		006864		
I-161024	WASH BAY HEATER REPAIR-STS	E	4/05/2023	1,208.00		006864		
I-161026	HEATER REPAIR - WTR SHOP	E	4/05/2023	824.36		006864		
I-161204	HEATER REPAIR - WW	E	4/05/2023	348.10		006864		4,770.71
	*** VENDOR TOTALS ***					1 CHECKS		4,770.71

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002285	FASTENAL COMPANY							
I-IADES426831	STREETS SUPPLIES - PW	E	4/05/2023	67.51		006842		
I-IADES426920	WASTE WATER SUPPLIES - MU	E	4/05/2023	14.73		006842		82.24
	*** VENDOR TOTALS ***					1 CHECKS		82.24
011234	FIRE SERVICE TRAINING BUREAU							
I-231577	INSTRUCTOR 1 - A. DAVIDSON	R	4/03/2023	50.00		242177		
I-231585	HANDBOOK - FD	R	4/03/2023	552.00		242177		602.00
	*** VENDOR TOTALS ***					1 CHECKS		602.00
007648	DAIOHS USA INC							
I-664451	COFFEE SERVICES - CH	E	4/05/2023	97.50		006869		97.50
	*** VENDOR TOTALS ***					1 CHECKS		97.50
006158	FIRST FAMILY CHURCH							
I-05052023-FIRST	DAMAGE DEPOSIT REFUND	R	4/03/2023	87.50		242178		87.50
	*** VENDOR TOTALS ***					1 CHECKS		87.50
000568	FORESTRY SUPPLIERS INC							
I-366033-00	IGNITER/GSKT/LOPPER- FD	R	4/03/2023	322.41		242179		322.41
	*** VENDOR TOTALS ***					1 CHECKS		322.41
002078	FOTH & VAN DYKE LLC							
I-66017 #33	PAY 33-W 1ST ST WDNG/IMP - P1	E	4/05/2023	13,790.00		006838		13,790.00
	*** VENDOR TOTALS ***					1 CHECKS		13,790.00
011377	STRAND ASSOCIATES, INC.							
I-193857 #23	PAY 23- ANKENY ASR	R	4/03/2023	23,303.05		242180		23,303.05
	*** VENDOR TOTALS ***					1 CHECKS		23,303.05
009388	FRIENDS OF THE GRIMES PUBLIC L							
I-03/22/2023	TIXKEEPER SOFTWARE/AUTH-KL	R	4/03/2023	225.00		242181		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
000211	GALE							
I-80889959	MARCH BASIC 8 PLAN -KL	E	4/05/2023	29.24		006818		
I-80890170	MARCH CORE 8 PLAN-KL	E	4/05/2023	83.22		006818		
I-80890555	MARCH WHEELER HARDCOVER 5-KL	E	4/05/2023	27.74		006818		
I-80897726	MARCH AFRICAN AMERICAN 2 PLAN	E	4/05/2023	49.48		006818		
I-80897809	MARCH THRILLER/ADV/SUSPENSE	E	4/05/2023	80.22		006818		
I-80897868	MARCH AMISH FICTION 3 PLAN	E	4/05/2023	72.72		006818		
I-80898013	MARCH CLEAN READS 3 PLAN	E	4/05/2023	72.72		006818		
I-80898259	MARCH SOFTCOVER ROMANCE-KL	E	4/05/2023	61.47		006818		
I-80898341	MARCH HISTORY FACT/FICTION	E	4/05/2023	52.48		006818		
I-80904419	MARCH 5 STAR WESTERN 2 PLAN	E	4/05/2023	38.92		006818		
I-80928832	MARCH LARGE PRINT DIST 5 PLAN	E	4/05/2023	116.25		006818		
I-80937053	MARCH BASIC 8 PLAN	E	4/05/2023	28.49		006818		
I-80937249	MARCH CORE 8 PLAN	E	4/05/2023	52.48		006818		
I-80937554	MARCH WHEELER HRDCVR 5 PLN	E	4/05/2023	29.24		006818		794.67
	*** VENDOR TOTALS ***					1 CHECKS		794.67

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003712	GALLS, LLC							
I-023786606	SCABBARD/LIGHT - PD	R	4/03/2023	277.33		242182		
I-023786607	SAFETY EQUIP/UNIFORMS-PD	R	4/03/2023	529.43		242182		
I-023795729	BODY ARMOR - PD	R	4/03/2023	989.00		242182		1,795.76
	*** VENDOR TOTALS ***					1 CHECKS		1,795.76
009366	GEMPLER'S INC							
I-INV0004536502	GLOVES/EAR PLUGS - OCM	E	4/05/2023	189.95		006884		
I-INV0004537713	EAR MUFF/GLOVES/COAT-OCM	E	4/05/2023	205.79		006884		
I-INV0004538094	TOOL DOT REACHER - OC M	E	4/05/2023	67.80		006884		463.54
	*** VENDOR TOTALS ***					1 CHECKS		463.54
009681	GENERAL TRAFFIC CONTROLS, INC							
I-23016	CABINET- ORALABOR & STATE	E	4/05/2023	27,345.00		006888		27,345.00
	*** VENDOR TOTALS ***					1 CHECKS		27,345.00
002304	GOLDEN CIRCLE MUNICIPAL OFFICE							
I-FY24 YUSKA	GCMOA FY24 DUES-YUSKA	R	4/03/2023	50.00		242183		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
009102	GOLDEN VALLEY SUPPLY CO OF IOW							
I-I088476-IN	CEILING TILES - FD	E	4/05/2023	139.39		006879		139.39
	*** VENDOR TOTALS ***					1 CHECKS		139.39
006152	ANNETTE GRAEVE							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS REIMBRSMNT	E	4/05/2023	69.96		006895		69.96
	*** VENDOR TOTALS ***					1 CHECKS		69.96
000227	GRAINGER							
I-9635233274	SEALANT/URINAL SCREEN - MU	E	4/05/2023	64.78		006819		
I-9640896891	PRESSURE GAUGE TEST - FD	E	4/05/2023	41.44		006819		
I-9640896909	PLOW CYLINDER - PKS	E	4/05/2023	380.53		006819		
I-9640896917	FLAMMABLE LIQUID CABINETS	E	4/05/2023	1,220.26		006819		
I-9642535802	FLAMMABLE LIQUID CABINETS	E	4/05/2023	1,220.26		006819		
I-9643154454	DISPENSING GUN - MU	E	4/05/2023	167.54		006819		
I-9644274806	SAFETY LABELS - PKS	E	4/05/2023	10.92		006819		3,105.73
	*** VENDOR TOTALS ***					1 CHECKS		3,105.73
000229	GRAYBAR ELECTRIC CO INC							
I-9330323331	FIBER FUSION SPLICE TRAY-TRFC	R	4/03/2023	243.06		242184		
I-9330880621	MICRON FIBER - TRFC	R	4/03/2023	87.30		242184		330.36
	*** VENDOR TOTALS ***					1 CHECKS		330.36

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011770	LINDSAY GRETZ							
I-05202023-GRETZ	DAMAGE DEPOSIT/OVERPMT	R	4/03/2023	350.00		242185		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
000252	GRIMES ASPHALT AND PAVING CORP							
I-23582	3/03/23 COLD MIX	R	4/03/2023	1,689.60		242186		1,689.60
	*** VENDOR TOTALS ***					1 CHECKS		1,689.60
011772	BRITTANY HALLMARK-HAACK							
I-04152023-HAACK	DAMAGE DEPOSIT/OVERPMT RFND	R	4/03/2023	175.00		242187		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
009567	JACOB HEIL							
I-3/31/23-4/4/23 ADV	ADVANCE CHECK 3/31/23-4/4/23	E	4/05/2023	1,800.00		006904		1,800.00
	*** VENDOR TOTALS ***					1 CHECKS		1,800.00
011760	DEVIN HERNDON							
I-AFD11371	PATIENT REFUND	R	4/03/2023	558.98		242188		558.98
	*** VENDOR TOTALS ***					1 CHECKS		558.98
009494	TRACEY E. HOFF							
I-03/2023 FITNESS	2023 ACC	E	4/05/2023	42.00		006903		42.00
	*** VENDOR TOTALS ***					1 CHECKS		42.00
003098	HOTSY CLEANING SYSTEMS IN							
I-0212801-IN	FLEETWASH - PD	E	4/05/2023	546.00		006848		546.00
	*** VENDOR TOTALS ***					1 CHECKS		546.00
004386	HOUSEBY HEAVY EQUIPMENT LLC							
I-P35823	COUPLING UNIT 663 -PKS	E	4/05/2023	64.57		006854		
I-P35843	COUPLINGS UNIT 663-PKS	E	4/05/2023	233.78		006854		298.35
	*** VENDOR TOTALS ***					1 CHECKS		298.35
005515	BRIAN W HUGGINS							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBRSMNT	R	4/03/2023	54.00		242189		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
003165	HUSKY INC							
I-S3-2122106	UNIT #251 PARTS	R	4/03/2023	484.37		242190		484.37
	*** VENDOR TOTALS ***					1 CHECKS		484.37
000253	HY-VEE INC							
I-082698 58759082698	TP/LYSOL/WATER/TABS - OCM	R	4/03/2023	55.31		242191		
I-10053	SNOW MEALS - PW	R	4/03/2023	58.97		242191		
I-287017	BREAK ROOM SUPPLIES - STREETS	R	4/03/2023	55.45		242191		169.73
	*** VENDOR TOTALS ***					1 CHECKS		169.73

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011208	HYDRO-KLEAN LLC							
	I-PAY5FINAL-2022CIPP PAY 5 FINAL-2022 CIPP LINING	R	4/03/2023	31,661.55		242192		31,661.55
011208	HYDRO-KLEAN LLC							
	I-RTNG-2022 CIPP LNG RTNG-2022 CIPP LINING PROJECT	R	4/03/2023	34,268.44		242193		34,268.44
	*** VENDOR TOTALS ***					2 CHECKS		65,929.99
010037	I & S GROUP, INC							
	I-84384 #5 PAY 5-HIGH TRESTLE PARK PHASE1	R	4/03/2023	1,815.00		242194		1,815.00
	*** VENDOR TOTALS ***					1 CHECKS		1,815.00
008906	IMAGE TREND INC							
	I-141592 FEB 2023 BILLING BRIDGE	E	4/05/2023	1,358.90		006878		1,358.90
	*** VENDOR TOTALS ***					1 CHECKS		1,358.90
005511	INTERNATIONAL ASSOC OF FIRE CH							
	I-07/01/23-12/31/23 FY23 MEMBERSHIP-SWISHER	R	4/03/2023	121.00		242195		121.00
	*** VENDOR TOTALS ***					1 CHECKS		121.00
002156	IOWA BEVERAGE SYSTEMS INC							
	I-W-4665233 ALCOHOL FOR RESALE-OC	R	4/03/2023	845.55		242196		
	I-W-4669824 ALCOHOL FOR RESALE - HAWKEYE	R	4/03/2023	969.00		242196		1,814.55
	*** VENDOR TOTALS ***					1 CHECKS		1,814.55
000269	IOWA DEPT OF TRANSPORTATION							
	I-CI-0013755 A WOOD POSTS & LOCATE PAINT	R	4/03/2023	5,182.08		242197		
	I-CI-0013755 B TRASH BAGS - TRFC	R	4/03/2023	121.62		242197		5,303.70
	*** VENDOR TOTALS ***					1 CHECKS		5,303.70
003984	IOWA FIRE CHIEFS' ASSOCIATION							
	I-03/2023 ANNUAL RENEWAL - CHIEF SWISHER	R	4/03/2023	25.00		242198		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
000743	IOWA MUNICIPAL FINANCE OFFICER							
	I-FY23 DUES KLEMME FY23 IMFOA MEMBERSHIP-KLEMME	R	4/03/2023	20.00		242199		20.00
	*** VENDOR TOTALS ***					1 CHECKS		20.00
003226	IOWA ONE CALL							
	I-249566 2/28/23 FTP - MU	E	4/05/2023	630.90		006849		
	I-249648 2/28/23 EMAIL - TRAFFIC	E	4/05/2023	145.80		006849		776.70
	*** VENDOR TOTALS ***					1 CHECKS		776.70
000272	IOWA PRISON INDUSTRIES							
	I-035008 A SIGNS - TRAFFIC	R	4/03/2023	2,814.27		242200		
	I-035008 B SIGNS - TRAFFIC	R	4/03/2023	1,517.33		242200		
	I-035009 SIGNS - TRAFFIC	R	4/03/2023	3,338.50		242200		
	I-372590 ILEA UNIFORMS - PD	R	4/03/2023	230.00		242200		7,900.10
	*** VENDOR TOTALS ***					1 CHECKS		7,900.10

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010214	IOWA RUSH SOCCER CLUB							
I-03232023-IRSC	DAMAGE DEPOSIT/OVERPMT RFND	R	4/03/2023	475.00		242201		475.00
	*** VENDOR TOTALS ***					1 CHECKS		475.00
003544	IOWA TITLE COMPANY							
I-INV-101144	REPORT OF LEINS-CRKVW GOLF P1	R	4/03/2023	300.00		242202		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
007827	JEO CONSULTING GROUP INC							
I-200170.01 #20	PAY 20-SE 3RD ST IMP - PH1	E	4/05/2023	16,465.00		006870		
I-200170.02 #9	PAY 9- SE 3RD ST IMP- PH 2	E	4/05/2023	1,193.75		006870		17,658.75
	*** VENDOR TOTALS ***					1 CHECKS		17,658.75
009226	CHAD JOCHEMS							
I-03/2023 PARAMEDIC	03/2023 PARAMEDIC RENEWAL	E	4/05/2023	25.00		006881		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
007255	ELLIOTT JOSEPHSON							
I-3/21/2023	BRASS FITTINGS - PRSC	R	4/03/2023	22.55		242203		22.55
	*** VENDOR TOTALS ***					1 CHECKS		22.55
000065	RENEWABLE ENERGY GROUP INC							
I-571231	3/17/23 DIESEL DYED/87E10	E	4/05/2023	19,777.04		006815		
I-571341	3/21/23 DIESEL DYED	E	4/05/2023	1,334.09		006815		
I-95172	3/08/23 70/30 BLEND/UNL 87	E	4/05/2023	826.22		006815		21,937.35
	*** VENDOR TOTALS ***					1 CHECKS		21,937.35
004783	KELTEK INCORPORATED							
I-7786	GPS RECEIVERS - PD	E	4/05/2023	383.20		006857		383.20
	*** VENDOR TOTALS ***					1 CHECKS		383.20
000397	KENNY & GYL CO							
I-61494	UNIT #87 GERBER FULL GRAPHICS	E	4/05/2023	670.00		006825		
I-61628	GRAPHIC INSTALL - PD	E	4/05/2023	848.00		006825		1,518.00
	*** VENDOR TOTALS ***					1 CHECKS		1,518.00
009201	KIESLER POLICE SUPPLY INC							
I-IN204897	FEDERAL RIFLE FMJ AMMO	E	4/05/2023	27,108.00		006880		27,108.00
	*** VENDOR TOTALS ***					1 CHECKS		27,108.00
008587	KINZLER CONSTRUCTION SERVICES							
I-2304414.0001	DOOR REPAIR - MU	R	4/03/2023	101.50		242204		
I-2304437.0001	OIL/LUBE - OCM	R	4/03/2023	251.50		242204		353.00
	*** VENDOR TOTALS ***					1 CHECKS		353.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003241	VINCE KNOOT							
I-2/22-2/23/23	MEAL REIMBURSEMENT	E	4/05/2023	9.39		006893		9.39
	*** VENDOR TOTALS ***					1 CHECKS		9.39
003193	COLTON LIPPERT							
I-03/2023 TUITION	03/2023 TUITION	E	4/05/2023	850.50		006892		850.50
	*** VENDOR TOTALS ***					1 CHECKS		850.50
004810	LOGAN CONTRACTORS SUPPLY							
I-B53744	STREET SUPPLIES - PW	E	4/05/2023	102.60		006858		102.60
	*** VENDOR TOTALS ***					1 CHECKS		102.60
011610	QUINN LOPREATO							
I-03/07/2023 PE	03/2023 PE LICENSE EXAM RMBSMT	E	4/05/2023	375.00		006908		375.00
	*** VENDOR TOTALS ***					1 CHECKS		375.00
000285	LUBE-TECH & PARTNERS LLC							
I-3158372	BULK OIL - CG	E	4/05/2023	4,635.76		006821		4,635.76
	*** VENDOR TOTALS ***					1 CHECKS		4,635.76
000470	LUMEN							
I-632753172	3/12/2023 STATEMENT	E	4/05/2023	690.21		006827		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
010704	MAINSTAY SYSTEMS OF IOWA LLC							
I-1624	2/1/23-4/30/23 MONTHLY MAINT	R	4/03/2023	237.00		242205		237.00
	*** VENDOR TOTALS ***					1 CHECKS		237.00
008131	MARTIN BROTHERS DISTRIBUTING C							
I-9909615	FOOD FOR RESALE - PARKS	E	4/05/2023	1,201.67		006872		
I-9918587	FOOD FOR RESALE -HAWKEYE	E	4/05/2023	872.45		006872		2,074.12
	*** VENDOR TOTALS ***					1 CHECKS		2,074.12
009346	MARY'S CLEANING CARE INC							
I-31659	11/2022 LAKESIDE CENTER	R	4/03/2023	155.00		242206		
I-31660	11/2022 OEC CLEANING	R	4/03/2023	375.00		242206		
I-31830	01/2023 LAKESIDE CLEANING	R	4/03/2023	250.00		242206		
I-31831	01/2023 OEC CLEANING	R	4/03/2023	150.00		242206		
I-32115	03/2023 LAKESIDE CENTER	R	4/03/2023	500.00		242206		1,430.00
	*** VENDOR TOTALS ***					1 CHECKS		1,430.00
001540	MAXI-SWEEP INC							
I-9844	FILTERS/ORINGS - AC	R	4/03/2023	297.15		242207		297.15
	*** VENDOR TOTALS ***					1 CHECKS		297.15

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004747	MENARDS							
I-82384	2/27/23		FRIDGE/HASP/PADLOCK - FD	R	4/03/2023	224.94	242208	
I-82444			HANDLE/SQUEEGEE/CLEANER-FD	R	4/03/2023	200.74	242208	
I-82463			LEVEL/PAIL/RULER - ENGINEERING	R	4/03/2023	156.35	242208	
I-82488			CLEANING WIPES - ENGINEERING	R	4/03/2023	14.46	242208	
I-82523			SHOP SUPPLIES - PRSC	R	4/03/2023	307.13	242208	
I-82574			SHOP SUPPLIES - PRSC	R	4/03/2023	233.45	242208	
I-82704			ADAPTERS - AC	R	4/03/2023	7.70	242208	
I-82749	03/07/23		COUPLING/ADAPT/DRILLBT-PD	R	4/03/2023	71.33	242208	
I-82773			WAX SEAL - PKS	R	4/03/2023	26.34	242208	
I-82811	3/08/23		TEMP GUN/CLEANER - STREETS	R	4/03/2023	30.45	242208	
I-82815			TOILET BLTS - MIRACLE PARK	R	4/03/2023	13.96	242208	
I-82816			GFCI/COVER - PW	R	4/03/2023	29.60	242208	
I-82817			VALVE/ SPONGE - PW	R	4/03/2023	10.48	242208	
I-82828			PICKUP AND REACH TOOL - OCM	R	4/03/2023	12.99	242208	
I-82829	3/08/23		NITRILE GLOVES - STREETS	R	4/03/2023	63.93	242208	
I-82830			BANDSAW BLADE - STREETS	R	4/03/2023	20.99	242208	
I-82856			WRAP/TIDE POD/CPLR/PLUG-MU	R	4/03/2023	59.57	242208	
I-82867	3/09/23		FLTR/TOOLBOX/QD SET/WRNCH-MU	R	4/03/2023	101.87	242208	
I-83109			GREASE - PKS	R	4/03/2023	29.82	242208	
I-83117			TAPE/TOOLBOX/CLMP/BLT/BITS-MU	R	4/03/2023	208.81	242208	
I-83123			CABLE TIES/RAGS/GLUE/PLR-PRSC	R	4/03/2023	422.25	242208	
I-83127			KEY TAGS - PD	R	4/03/2023	47.76	242208	
I-83132			HOODIE/TSHIRTS - PKS	R	4/03/2023	85.95	242208	
I-83133			SILLCOCK/PASTE FLUX - MU	R	4/03/2023	17.98	242208	
I-83134	03/14/23		FLEXZILLA CORDRL - PKS	R	4/03/2023	103.20	242208	
I-83160			TRIM/PRIMER - KL	R	4/03/2023	10.97	242208	
I-83179			EDGER/LINE POST - PKS	R	4/03/2023	156.69	242208	
I-83235			SHINE/ERSR/TAPE/SCRB/BRSH-PRSC	R	4/03/2023	389.46	242208	
I-83238			COAX CABLE - STREETS	R	4/03/2023	9.99	242208	
I-83270			PIPE/BRASS/GLUE - LAKESIDE	R	4/03/2023	31.86	242208	3,101.02
			*** VENDOR TOTALS ***			1 CHECKS		3,101.02
006017	MERCY COLLEGE OF HEALTH SCIENC							
I-2023SP	B. MILLER PARAMEDIC - 2ND	R	4/03/2023	2,780.00		242209		2,780.00
			*** VENDOR TOTALS ***			1 CHECKS		2,780.00
007664	MERCY NORTH PHARMACY							
I-1/31/2023	EMS PHARMACY - FD	R	4/03/2023	1,069.76		242210		1,069.76
			*** VENDOR TOTALS ***			1 CHECKS		1,069.76
009296	MERRITT COMPANY INC							
I-63684	MARCH CLEANINGS	R	4/03/2023	17,353.00		242211		
I-63685	TOWELS/TOILET PAPER - CH	R	4/03/2023	282.67		242211		17,635.67
			*** VENDOR TOTALS ***			1 CHECKS		17,635.67

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005317	MID AMERICAN SIGNAL INC							
I-23-156 A	CONTROLLER-ANKENY & 18TH	E	4/05/2023	3,215.00		006863		
I-23-156 B	CONTROLLERS-FALL 2023 CIP	E	4/05/2023	6,430.00		006863		9,645.00
	*** VENDOR TOTALS ***					1 CHECKS		9,645.00
004772	MID-IOWA SOLID WASTE EQUIPMENT							
I-58225	SEWER HOSE/LEADER HOSE - MU	E	4/05/2023	132.95		006856		
I-58277	NOZZLE REPAIR - MU	E	4/05/2023	1,799.22		006856		1,932.17
	*** VENDOR TOTALS ***					1 CHECKS		1,932.17
003056	MID-STATES ORGANIZED CRIME							
I-2024033-IN	FY23 MOCI MEMBERSHIP	E	4/05/2023	250.00		006847		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
000271	MIDAMERICAN ENERGY COMPANY							
I-FY23#10 1695158009	3/15/2023 STATEMENT	E	4/05/2023	110,414.40		006820		110,414.40
	*** VENDOR TOTALS ***					1 CHECKS		110,414.40
008058	CTB MIDWEST INC							
I-1827018 RI	204 FREN - OCM	E	4/05/2023	48.20		006871		
I-1827055 RI	UNIT #877 BEARING	E	4/05/2023	103.50		006871		
I-1827136 RI	MISC PARTS - OCM	E	4/05/2023	43.90		006871		195.60
	*** VENDOR TOTALS ***					1 CHECKS		195.60
000945	MIDWEST WHEEL COMPANIES							
C-3137837-00	CR: UNIT #270 PARTS	R	4/03/2023	600.00CR		242212		
I-3118387-00	UNIT #238 SEAT COVER	R	4/03/2023	291.76		242212		
I-3122190-00	UNIT #123 PARTS	R	4/03/2023	56.69		242212		
I-3159035-00	UNIT #410 PARTS	R	4/03/2023	608.49		242212		
I-3159035-01	UNIT #410 PARTS	R	4/03/2023	272.51		242212		
I-3159156-00	MATS - CG	R	4/03/2023	285.65		242212		
I-3165526-00	VEHICLE PARTS - CD	R	4/03/2023	272.51		242212		
I-3165526-01	UNIT #410 PARTS	R	4/03/2023	43.36		242212		
I-3167402-00	UNIT #410 PARTS	R	4/03/2023	43.36		242212		1,274.33
	*** VENDOR TOTALS ***					1 CHECKS		1,274.33
011761	ALEX MILLER							
I-03/20/23	MAILBOX REPLACEMENT EXP	R	4/03/2023	116.26		242213		116.26
	*** VENDOR TOTALS ***					1 CHECKS		116.26
1	ANTHOFFER, JOLENE							
I-000202303299726	US REFUND	R	4/03/2023	95.74		242112		95.74

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	BRANDT, SHALYN							
I-000202303299727	US REFUND	R	4/03/2023	98.97		242113		98.97
1	BRENNECKE, JOSH							
I-000202303299730	US REFUND	R	4/03/2023	64.38		242114		64.38
1	BUCHMAN, ASHLEY & DY							
I-000202303299724	US REFUND	R	4/03/2023	44.45		242115		44.45
1	BUSCH, NICK							
I-000202303299742	US REFUND	R	4/03/2023	98.31		242116		98.31
1	CHRISMAN, ALEXANDER							
I-000202303299722	US REFUND	R	4/03/2023	98.25		242117		98.25
1	CRAVER, JASON							
I-000202303299731	US REFUND	R	4/03/2023	95.80		242118		95.80
1	CUTHBERTSON, JULIA							
I-000202303299737	US REFUND	R	4/03/2023	100.00		242119		100.00
1	DAILY, CHRISTOPHER							
I-000202303299745	US REFUND	R	4/03/2023	99.23		242120		99.23
1	EHLER, AANNA							
I-000202303299738	US REFUND	R	4/03/2023	59.88		242121		59.88
1	FERREL, MAGGIE							
I-000202303299728	US REFUND	R	4/03/2023	37.14		242122		37.14
1	GOEPPINGER, MAGGIE							
I-000202303299740	US REFUND	R	4/03/2023	91.10		242123		91.10
1	HARRIS, JOHN & RHODA							
I-000202303299729	US REFUND	R	4/03/2023	78.97		242124		78.97
1	HEINRICHS, CHARLES							
I-000202303299734	US REFUND	R	4/03/2023	94.92		242125		94.92
1	HOPKINS, KYLE							
I-000202303299743	US REFUND	R	4/03/2023	97.37		242126		97.37
1	JOHNSON, SAMANTHA							
I-000202303299725	US REFUND	R	4/03/2023	45.69		242127		45.69

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	MELENDEZ, ALICIA							
I-000202303299733	US REFUND	R	4/03/2023	61.66		242128		61.66
1	NYE, EMMA							
I-000202303299739	US REFUND	R	4/03/2023	84.75		242129		84.75
1	OLINGER, ROBERT							
I-000202303299720	US REFUND	R	4/03/2023	126.59		242130		126.59
1	RUSSELL, DEBORAH K							
I-000202303299732	US REFUND	R	4/03/2023	99.33		242131		99.33
1	RYAN, STEVEN							
I-000202303299744	US REFUND	R	4/03/2023	55.16		242132		55.16
1	SELLS, RYAN							
I-000202303299721	US REFUND	R	4/03/2023	99.89		242133		99.89
1	TATE, JORDAN							
I-000202303299741	US REFUND	R	4/03/2023	59.88		242134		59.88
1	VANDERWILT, DILLION							
I-000202303299735	US REFUND	R	4/03/2023	9.39		242135		9.39
1	VOS, ALEXANDER							
I-000202303299736	US REFUND	R	4/03/2023	89.83		242136		89.83
1	WEBB, TRACIE							
I-000202303299723	US REFUND	R	4/03/2023	89.83		242137		89.83
			*** VENDOR TOTALS ***			26 CHECKS		2,076.51
006756	MTI DISTRIBUTING INC							
I-1377376-00	FILTER HYD UNIT #877	R	4/03/2023	61.14		242214		
I-1377861-00	BOLT/ROD UNIT #877 OC	R	4/03/2023	290.55		242214		
I-1378592-00	FILTER SPIN - OCM	R	4/03/2023	20.14		242214		
I-1378593-00	UNIT 861REAR LIFT/BUSHINGS-OCM	R	4/03/2023	529.74		242214		901.57
			*** VENDOR TOTALS ***			1 CHECKS		901.57
009024	BROCK MUHLBAUER							
I-03/21/23-03/22/23	03/21-03/22/23 MEALS	E	4/05/2023	35.34		006901		35.34
			*** VENDOR TOTALS ***			1 CHECKS		35.34
000350	MUNICIPAL SUPPLY INC							
I-0863880-IN	METERS - MU	R	4/03/2023	432.80		242215		
I-0863881-IN	DISTRIBUTION PARTS - MU	R	4/03/2023	366.00		242215		
I-0864368-IN	WATER SYSTEM PARTS - MU	R	4/03/2023	8.80		242215		
I-0864369-IN	DISTRIBUTION PARTS - MU	R	4/03/2023	492.75		242215		
I-0864611-IN	METERS - MU	R	4/03/2023	5,577.00		242215		6,877.35
			*** VENDOR TOTALS ***			1 CHECKS		6,877.35

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008641	MICHAEL MUNRO							
I-1/4/2023 TUITION	01/2023-03/2023 TUITION RMBS	E	4/05/2023	1,200.00		006899		1,200.00
			*** VENDOR TOTALS ***			1 CHECKS		1,200.00
003057	NAPA AUTO PARTS							
C-2986-708110	CR: UNIT #63 CORE DEPOSIT	R	4/03/2023	66.67	CR	242216		
I-2986-707213	OIL /FUEL FILTERS - OCM	R	4/03/2023	50.94		242216		
I-2986-707261	COUPLER/BLOW GUN - CG	R	4/03/2023	42.29		242216		
I-2986-707282	OIL FILTER/CLEAN-R-CARB - CG	R	4/03/2023	77.44		242216		
I-2986-707302	CABLE TIES - CG	R	4/03/2023	115.96		242216		
I-2986-707429	ARMORALL - CG	R	4/03/2023	6.29		242216		
I-2986-707474	UNTI #99 SPARK PLUG	R	4/03/2023	67.84		242216		
I-2986-707527	BATTERY CLEANER - CG	R	4/03/2023	38.94		242216		
I-2986-707554	CABLE CONNECTOR-PARKS SANDER	R	4/03/2023	60.99		242216		
I-2986-707599	UNIT #122 SOLENOID KIT	R	4/03/2023	114.55		242216		
I-2986-707714	DRY OIL - CG	R	4/03/2023	47.96		242216		
I-2986-707730	OIL/FUEL FILTERS - CG	R	4/03/2023	108.02		242216		
I-2986-707786	RADIATOR CAPS - CG	R	4/03/2023	37.96		242216		
I-2986-707833	OIL/FUEL/AIR FLTR/CLAMP - CG	R	4/03/2023	147.81		242216		
I-2986-707840	UNIT #205 BATTERY CHARGER	R	4/03/2023	51.99		242216		
I-2986-707984	CLAMPS - CG	R	4/03/2023	3.57		242216		
I-2986-707986	PRIMARY WIRE - CG	R	4/03/2023	27.24		242216		
I-2986-707988	UNIT #63 PARTS	R	4/03/2023	391.14		242216		
I-2986-707994	HAZMAT MAINT SUPPS - FD	R	4/03/2023	299.68		242216		
I-2986-708063	UNIT #222 SILICONE/COOLANT CAP	R	4/03/2023	39.83		242216		
I-2986-708213	ANTIFREEZE - CG	R	4/03/2023	83.96		242216		
I-2986-708259	AIR INTAKE CLEANER - CG	R	4/03/2023	28.74		242216		
I-2986-708269	OIL FILTERS - CG	R	4/03/2023	37.63		242216		
I-2986-708284	DRAIN PAN - CG	R	4/03/2023	13.49		242216		
I-2986-708289	UTILITY KNIFE BLADES - CG	R	4/03/2023	3.98		242216		
I-2986-708303	UNIT #102 AIR FILTER	R	4/03/2023	30.02		242216		1,861.59
			*** VENDOR TOTALS ***			1 CHECKS		1,861.59
000367	O'HALLORAN INTERNATIONAL							
I-31P191696	UNIT #270 PARTS	E	4/05/2023	531.00		006822		
I-31P191898	UNIT #224 PARTS	E	4/05/2023	84.67		006822		615.67
			*** VENDOR TOTALS ***			1 CHECKS		615.67
000837	O'REILLY AUTOMOTIVE INC							
I-0295-330518	UNIT #231 MICRO V BELT	E	4/05/2023	90.43		006830		90.43
			*** VENDOR TOTALS ***			1 CHECKS		90.43
011767	ERICA OCKER							
I-04152023-OCKER	DAMAGE DEPOSIT/OVERPMT RFND	R	4/03/2023	200.00		242217		200.00
			*** VENDOR TOTALS ***			1 CHECKS		200.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003727	ODP BUSINESS SOLUTIONS, LLC							
I-293791702001	FOLDER/WASTEBASKET - PSB	R	4/03/2023	36.01		242218		
I-295264149001	NOTE/PAPER/TAPE/LEAD-OCPRO	R	4/03/2023	241.17		242218		
I-295478547001	TOWELS/DUSTER - PD	R	4/03/2023	464.93		242218		
I-300089483001	TP/PAPER TOWELS/CUPS/PLATE-CH	R	4/03/2023	51.25		242218		
I-300098366001	OFFICE SUPPLIES - PSB	R	4/03/2023	174.81		242218		
I-300100692001	LEGAL POCKETS - PSB	R	4/03/2023	76.84		242218		
I-301844845001	BREAKROOM/OFFICE SUPPLIES-CH	R	4/03/2023	67.96		242218		
I-301846984001	CUPS - CH	R	4/03/2023	5.42		242218		
I-302117746001	MEDICINE/OFFICE SUPPLIES-PD	R	4/03/2023	195.53		242218		
I-302423780001	PAPER/WHITE INDEX-KL	R	4/03/2023	300.48		242218		1,614.40
	*** VENDOR TOTALS ***					1 CHECKS		1,614.40
009630	KINGFISHER LLC							
I-1232	CANOPY - PRSC	R	4/03/2023	2,334.66		242219		2,334.66
	*** VENDOR TOTALS ***					1 CHECKS		2,334.66
007878	OVERDRIVE INC							
I-06497C023072135	MULTIMEDIA - KL	R	4/03/2023	135.71		242220		
I-06497C023073858	MULTIMEDIA -KL	R	4/03/2023	906.69		242220		
I-06497C023090565	MULTIMEDIA - KL	R	4/03/2023	650.06		242220		
I-06497DA23076293	MULTIMEDIA - KL	R	4/03/2023	147.50		242220		
I-06497DA23083676	MULTIMEDIA -KL	R	4/03/2023	87.50		242220		1,927.46
	*** VENDOR TOTALS ***					1 CHECKS		1,927.46
000055	C2G CORPORATION							
I-CG18365	SHOP SUPPLIES - CG	R	4/03/2023	987.40		242221		987.40
	*** VENDOR TOTALS ***					1 CHECKS		987.40
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-40394354	BEVERAGES FOR RESALE-OC	E	4/05/2023	848.34		006845		
I-51071356	BEVERAGES FOR RESALE - HWKY	E	4/05/2023	772.38		006845		
I-51584408	BEVERAGES FOR RESALE - P&R	E	4/05/2023	759.79		006845		2,380.51
	*** VENDOR TOTALS ***					1 CHECKS		2,380.51
003068	PERFECTION LEARNING CORP							
I-335936	MISC BOOKS - KL	R	4/03/2023	738.87		242222		738.87
	*** VENDOR TOTALS ***					1 CHECKS		738.87
009158	PERFORMANCE FOODSERVICE - THOM							
C-7183799	CR: FOOD FOR RESALE- OC PRO	R	4/03/2023	32.06CR		242223		
I-7229483	FOOD FOR RESALE-OC	R	4/03/2023	1,390.29		242223		1,358.23
	*** VENDOR TOTALS ***					1 CHECKS		1,358.23

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000384	PITNEY BOWES INC							
I-1022695776	12/31/22-03/30/23 RENTAL-PSB	E	4/05/2023	156.00		006823		
I-1022699859	10/2022-3/31/2023 RENTAL - CH	E	4/05/2023	213.78		006823		369.78
	*** VENDOR TOTALS ***					1 CHECKS		369.78
011708	PLAYAWAY PRODUCTS LLC							
I-423068	MISC MULTIMEDIA - KL	R	4/03/2023	980.11		242224		
I-423841	MULTIMEDIA - KL	R	4/03/2023	283.46		242224		
I-423896	MULTIMEDIA - KL	R	4/03/2023	71.69		242224		
I-423983	MULTIMEDIA - KL	R	4/03/2023	77.44		242224		1,412.70
	*** VENDOR TOTALS ***					1 CHECKS		1,412.70
000671	PLUMB SUPPLY COMPANY - DM							
I-8669940	WATER HEATER PARTS-LAKESIDE	R	4/03/2023	867.72		242225		
I-8680436	SOLENOID/CLO KIT - PRSC	R	4/03/2023	327.62		242225		1,195.34
	*** VENDOR TOTALS ***					1 CHECKS		1,195.34
002794	POLK COUNTY AVIATION AUTH							
I-286	TAX LEVY FOR 2022-2023 #2	E	4/05/2023	334,727.64		006846		334,727.64
	*** VENDOR TOTALS ***					1 CHECKS		334,727.64
009386	POMP'S TIRE SERVICE, INC							
I-1400103834	UNIT #272 ROAD SERVICE	E	4/05/2023	577.13		006885		577.13
	*** VENDOR TOTALS ***					1 CHECKS		577.13
008609	PRG AMERICAS LLC							
I-IV2023-50913	MERCHANDISE FOR RESALE-OC	R	4/03/2023	1,097.38		242226		1,097.38
	*** VENDOR TOTALS ***					1 CHECKS		1,097.38
011773	PROGRESSIVE BUILDERS							
I-22-8004-NEW	PERMIT REFUND	R	4/03/2023	1,694.40		242227		
I-22-8005-NEW	PERMIT REFUND	R	4/03/2023	1,694.40		242227		
I-22-8006-NEW	PERMIT REFUND	R	4/03/2023	1,694.40		242227		
I-22-8007-NEW	PERMIT REFUND	R	4/03/2023	1,694.40		242227		
I-22-8008-NEW	PERMIT REFUND	R	4/03/2023	1,694.40		242227		
I-22-8009-NEW	PERMIT REFUND	R	4/03/2023	1,694.40		242227		
I-22-8010-NEW	PERMIT REFUND	R	4/03/2023	1,694.40		242227		
I-22-8011-NEW	PERMIT REFUND	R	4/03/2023	1,694.40		242227		
I-22-8012-NEW	PERMIT REFUND	R	4/03/2023	1,694.40		242227		
I-22-8013-NEW	PERMIT REFUND	R	4/03/2023	1,694.40		242227		16,944.00
	*** VENDOR TOTALS ***					1 CHECKS		16,944.00
002713	PROTEX CENTRAL INC							
I-140435	FIRE EXTINGUISHER INSPCTN-OCM	R	4/03/2023	77.00		242228		
I-140437	FIRE EXTINGUISHER INSPCTN-OC	R	4/03/2023	91.00		242228		
I-140817	FIRE EXTINGUISHER - FS#2	R	4/03/2023	128.88		242228		
I-140818	FIRE EXTINGUISHER INSTALL-OCPR	R	4/03/2023	128.88		242228		
I-140819	FIRE EXTINGUISHER INSTALL-OCM	R	4/03/2023	74.75		242228		500.51
	*** VENDOR TOTALS ***					1 CHECKS		500.51

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005151	JULS DESIGN INC							
I-12091	STRATEGIC PLN ICON DESIGN-COMM	E	4/05/2023	151.12		006861		
I-12094	DESIGN-SPRING SUMMER GUIDE	E	4/05/2023	3,930.16		006861		4,081.28
	*** VENDOR TOTALS ***					1 CHECKS		4,081.28
001789	QUALITY TRAFFIC CONTROL INC							
I-29569	DETOUR SIGNS - STREETS	R	4/03/2023	600.00		242229		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
008162	QUESTCDN.COM							
I-INV-0086	FEBRUARY 2023 PROJECTS	R	4/03/2023	1,122.00		242230		1,122.00
	*** VENDOR TOTALS ***					1 CHECKS		1,122.00
006390	QUILL CORPORATION							
I-31271336	INCLINE SORTER MESH BLK-P&R	R	4/03/2023	17.67		242231		
I-31298745	CANON IS 100TS HNDHLD CALC-P&R	R	4/03/2023	12.41		242231		30.08
	*** VENDOR TOTALS ***					1 CHECKS		30.08
005557	RACOM CORPORATION							
I-RI-230125	EDACS/BEON ACCESS - FD	E	4/05/2023	2,015.25		006865		
I-RI-230131	EDACS ACCESS - PD	E	4/05/2023	2,612.73		006865		4,627.98
	*** VENDOR TOTALS ***					1 CHECKS		4,627.98
005066	RALPH N SMITH INC							
I-029544	CERAMIC PATCH FIX-OC	R	4/03/2023	90.00		242232		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
008276	RELIANT FIRE APPARATUS INC							
I-5WI000172	AIR LEAK REPAIRS - FD	R	4/03/2023	4,575.66		242233		
I-5WI000176	TOWER REPAIRS - FD	R	4/03/2023	10,042.48		242233		14,618.14
	*** VENDOR TOTALS ***					1 CHECKS		14,618.14
003999	RINGCENTRAL INC							
I-CD_000560922	03/26/23-04/25/23 STATEMENT	E	4/05/2023	5,800.21		006851		5,800.21
	*** VENDOR TOTALS ***					1 CHECKS		5,800.21
004079	STRAWBERRY PATCH							
I-94003	TSHIRTS BASKETBALL -P&R	R	4/03/2023	175.50		242234		175.50
	*** VENDOR TOTALS ***					1 CHECKS		175.50
004954	CARMEN L SANTEE							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBSMNT	E	4/05/2023	54.00		006894		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007586	SCHOLASTIC LIBRARY PUBLISHING							
I-47542789	MISC BOOKS - KL	R	4/03/2023	135.60		242235		135.60
	*** VENDOR TOTALS ***					1 CHECKS		135.60
000425	SECRETARY OF STATE							
I-FY23 NOTARY-CW	FY23 NOTARY RENEWAL-C. WEBSTER	R	4/03/2023	30.00		242236		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
002217	SENECA COMPANIES							
I-2031774 RI	HOSE REEL - CG	E	4/05/2023	809.58		006840		809.58
	*** VENDOR TOTALS ***					1 CHECKS		809.58
010821	KRISTINE SEXTON							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBRSMNT	E	4/05/2023	54.00		006906		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
002108	JOBE SHANNON							
I-03/2023 PARAMEDIC	03/2023 PARAMEDIC RENEWAL	R	4/03/2023	25.00		242237		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
004842	THE SHERWIN-WILLIAMS CO							
I-6005-6	BLACK PAINT - OCM	R	4/03/2023	35.45		242238		35.45
	*** VENDOR TOTALS ***					1 CHECKS		35.45
008471	SHIVE-HATTERY INC							
I-4185992-31 #29	PAY 29-ANKENY SENIOR COMMUNITY	E	4/05/2023	750.10		006874		750.10
	*** VENDOR TOTALS ***					1 CHECKS		750.10
011765	REX SHOEMAKER							
I-3/7/23-3/9/23	MEAL REIMBURSEMENT	E	4/05/2023	19.88		006909		19.88
	*** VENDOR TOTALS ***					1 CHECKS		19.88
000899	DEREK SILVERTHORN							
I-3/31/23-4/4/23 ADV	ADVANCE CHECK 3/31/23-4/4/23	R	4/03/2023	1,800.00		242239		1,800.00
	*** VENDOR TOTALS ***					1 CHECKS		1,800.00
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2023-IC-0073	2023 MARCH SUPPLEMENT	E	4/05/2023	91.00		006837		91.00
	*** VENDOR TOTALS ***					1 CHECKS		91.00
009078	SITEONE LANDSCAPE SUPPLY HOLDI							
I-127701192-001	FERTILIZER SPREADER-PKS	R	4/03/2023	598.65		242240		
I-127988538-001	RAIN BIRD ROTOR/CIRCLE-OCM	R	4/03/2023	75.71		242240		674.36
	*** VENDOR TOTALS ***					1 CHECKS		674.36

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003348	SMITH'S SEWER SERVICE INC							
I-433576	STORM SEWER CLEAN - SW	R	4/03/2023	650.00		242241		650.00
	*** VENDOR TOTALS ***					1 CHECKS		650.00
000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #39	PAY 39-SE CROSSWINDS DR-RISE	E	4/05/2023	2,967.92		006832		
I-119.0975.01B #11	PAY 11-NTHLWN UTLTY IMP-P2	E	4/05/2023	2,391.55		006832		
I-119.0975.01B #12	PAY 12-NTHLWN UTLTY IMP -P2	E	4/05/2023	2,455.00		006832		
I-120.0315.01 #26	PAY 26-N ANKENY BLVD LNDSCP IM	E	4/05/2023	3,409.75		006832		
I-120.1005.01 #28	PAY 28-NW36TH ST WDNG/ASH/ANKB	E	4/05/2023	6,494.93		006832		
I-120.1113.01 #25	PAY 25-HTT TRNSMSN/DRNG IMP	E	4/05/2023	22,707.12		006832		
I-121.0352.01 #22FNL	PAY22 FINAL-36TH/STATE INT IMP	E	4/05/2023	2,179.65		006832		
I-121.0695.01 #20	PAY 20-NE DELAWARE RECON/5/18	E	4/05/2023	16,026.72		006832		
I-123.0135.01 #3	PAY 3-ORALABOR/CRKVW/TRFC SGNL	E	4/05/2023	15,039.75		006832		
I-123.0251.01 #2	PAY 2-DEWRE/SE54TH TRFC SGNL	E	4/05/2023	6,938.80		006832		
I-123.0291.01-1	PUE CELL TOWER-PRSC	E	4/05/2023	1,000.00		006832		81,611.19
	*** VENDOR TOTALS ***					1 CHECKS		81,611.19
010928	SPORTS TURF MANAGERS ASSOCIATI							
I-2023 MBRSHIP-EJ	2023 ENVRNMNTL FAC RECERT-EJ	E	4/05/2023	50.00		006890		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-3532222268	PLATES - PD	R	4/03/2023	242.54		242242		
I-3532621336	ANTACID/BAND AIDS-PD	R	4/03/2023	18.32		242242		260.86
	*** VENDOR TOTALS ***					1 CHECKS		260.86
004250	GL DODGE CITY LLC							
I-165006	FY22 STORMWATER TRUCK	R	4/03/2023	37,119.50		242243		
I-165007	FY22 CODE ENFORCE TRUCK	R	4/03/2023	32,119.50		242243		69,239.00
	*** VENDOR TOTALS ***					1 CHECKS		69,239.00
011494	MARY K STUDER							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBRSMNT	E	4/05/2023	54.00		006907		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
009409	FCH LLC							
I-8242017	SYLVAN LEARNING CAMP	E	4/05/2023	1,680.00		006886		1,680.00
	*** VENDOR TOTALS ***					1 CHECKS		1,680.00
009501	TOBY J AMES - T.A. SERVICES							
I-3/03/2023	DEBRIS REMOVAL	R	4/03/2023	1,175.00		242244		1,175.00
	*** VENDOR TOTALS ***					1 CHECKS		1,175.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002405	TEAMVIEWER GMBH							
I-R02128899	TEAMVIEWER TENSOR RENEWAL	R	4/03/2023	9,000.00		242245		9,000.00
	*** VENDOR TOTALS ***					1 CHECKS		9,000.00
006505	TG TECHNICAL SERVICES LLC							
I-01576	CO METERS - FD	E	4/05/2023	702.91		006867		702.91
	*** VENDOR TOTALS ***					1 CHECKS		702.91
006441	TITAN MACHINERY INC							
I-18147269 GP	FLOAT SPRING - STREETS	R	4/03/2023	503.80		242246		503.80
	*** VENDOR TOTALS ***					1 CHECKS		503.80
004159	TOYNE INC							
I-IN0015841	RED LED - FD	R	4/03/2023	99.54		242247		
I-IN0015853	CABLE - FD	R	4/03/2023	453.15		242247		
I-IN0015872	SEAL - FD	R	4/03/2023	263.01		242247		
I-IN0015877	POWER STEERING LIGHT SENSOR-FD	R	4/03/2023	178.48		242247		
I-IN0015886	CURVED FLANGE - FD	R	4/03/2023	186.64		242247		1,180.82
	*** VENDOR TOTALS ***					1 CHECKS		1,180.82
004343	TRACTOR SUPPLY COMPANY							
I-619001	WORK BOOTS - G. HOUSEHOLDER	R	4/03/2023	99.99		242248		99.99
	*** VENDOR TOTALS ***					1 CHECKS		99.99
000657	TRAFFIC AND TRANSPORTATION							
I-235026	SIGNAL SENSE W BATTERIES-TRFC	E	4/05/2023	5,750.00		006828		5,750.00
	*** VENDOR TOTALS ***					1 CHECKS		5,750.00
000468	TRUCK EQUIPMENT INC							
I-310636	UNIT #220 SENSOR	E	4/05/2023	120.71		006826		120.71
	*** VENDOR TOTALS ***					1 CHECKS		120.71
000966	U S BANK							
I-02/23 P-CARD STMT	U S BANK	D	3/27/2023	39,876.47		002183		39,876.47
	*** VENDOR TOTALS ***					1 CHECKS		39,876.47
008633	HUNTER UDELHOVEN							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS RMBSMNT	E	4/05/2023	36.00		006898		
I-03/2023 SHOES	03/23 SHOES	E	4/05/2023	140.00		006898		176.00
	*** VENDOR TOTALS ***					1 CHECKS		176.00
009522	UNITED HEALTHCARE							
I-AFD19302 (2)	REFUND	R	4/03/2023	14.32		242249		14.32

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009522	UNITED HEALTHCARE							
I-AFD28153	REFUND	R	4/03/2023	245.04		242250		245.04
	*** VENDOR TOTALS ***					2 CHECKS		259.36
005813	EXECUTIVE SERVICES INC							
I-78966	BUSINESS CARDS - SCHELLHASE	E	4/05/2023	43.24		006866		
I-79049	BUSINESS CARDS - K. TAYLOR	E	4/05/2023	43.24		006866		
I-79069	BUSINESS CARDS - T HOOD	E	4/05/2023	52.70		006866		139.18
	*** VENDOR TOTALS ***					1 CHECKS		139.18
002646	UPS STORE							
I-03/21/2023	GROUND COMMERCIAL - OC M	R	4/03/2023	27.64		242251		27.64
	*** VENDOR TOTALS ***					1 CHECKS		27.64
006789	HD SUPPLY FACILITIES MAINTENAN							
C-293103	CR: DISPENSER - MU	E	4/05/2023	235.00CR		006868		
I-275567	DISPENSER - MU	E	4/05/2023	249.32		006868		14.32
	*** VENDOR TOTALS ***					1 CHECKS		14.32
010036	USCC SERVICES LLC							
I-0565782201	03/02/23 STATEMENT -KL	R	4/03/2023	567.80		242252		567.80
	*** VENDOR TOTALS ***					1 CHECKS		567.80
002290	VALMONT INDUSTRIES INC							
I-CD2214662	SIGNAL POLES-NW 18TH ST	R	4/03/2023	110,404.00		242253		
I-CD2214924	SIGNAL POLES-DELAWARE AVE	R	4/03/2023	118,300.00		242253		228,704.00
	*** VENDOR TOTALS ***					1 CHECKS		228,704.00
011771	TERRI VAN DEN BAARD							
I-05212023-BAARD	DAMAGE DEPOSIT/OVERPMT RFND	R	4/03/2023	300.00		242254		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
005012	VAN-WALL EQUIPMENT INC							
I-5814929	UNIT #632 TERRA SPIKE	E	4/05/2023	362.13		006860		
I-5814986	UNIT #812 OIL FILTER	E	4/05/2023	24.94		006860		
I-5816339	FAN HOUSING - FD	E	4/05/2023	256.50		006860		
I-5816877	UNIT #874 TECHNICAL MANUAL	E	4/05/2023	160.27		006860		803.84
	*** VENDOR TOTALS ***					1 CHECKS		803.84
004796	WALSH DOOR & HARDWARE COMPANY							
I-793520	CAMERA REPAIR - KL	R	4/03/2023	471.00		242255		471.00
	*** VENDOR TOTALS ***					1 CHECKS		471.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

			CHECK	INVOICE				CHECK	CHECK	CHECK
VENDOR I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT		
002569	WASTE CONNECTIONS INC									
I-3467865T071	3/01-3/31/23 SVCS - FS#2	R	4/03/2023	59.67		242256				
I-3467866T071	03/2023 SERVICES ACC/FS1	R	4/03/2023	260.70		242256				
I-3467867T071	3/01-3/31/23 SVCS - FS#3	R	4/03/2023	59.67		242256				
I-3467870T071	3/1-3/31/23 SERVICES -OCM	R	4/03/2023	44.82		242256				
I-3467871T071	3/01-3/31/23 SVCS - MAINT FAC	R	4/03/2023	275.79		242256				
I-3467872T071	03/01/23-03/31/23 SERVICES-PKS	R	4/03/2023	238.67		242256				
I-3467873T071	3/01-3/31/23 SVCS - PD	R	4/03/2023	59.67		242256				
I-3467875T071	3/1/23-3/31/23 SVCS - PSB	R	4/03/2023	76.56		242256				
I-3467876T071	3/01-3/31/23 SVCS - WASTEWATER	R	4/03/2023	91.47		242256			1,167.02	
*** VENDOR TOTALS ***						1 CHECKS			1,167.02	
004122	ADAM WHISLER									
I-03/2023 SHOES	03/2023 SHOES	E	4/05/2023	106.25		006853			106.25	
*** VENDOR TOTALS ***						1 CHECKS			106.25	
002397	WINTER EQUIPMENT COMPANY INC									
I-IV55650	CURB GUARDS - PW	R	4/03/2023	8,450.95		242257			8,450.95	
*** VENDOR TOTALS ***						1 CHECKS			8,450.95	
008820	SIOUXLAND TURF PRODUCTS INC									
I-174878	SYNGENTA EARLY ORDER-OC	E	4/05/2023	5,180.00		006877				
I-176201	GREENS FERTILIZER-OCM	E	4/05/2023	1,328.12		006877				
I-176202	FLAGS/CUPS/TABLETS/ROPE-OCM	E	4/05/2023	787.12		006877				
I-176204	HOLE CUTTER/PLUGS BOX-OCM	E	4/05/2023	211.20		006877			7,506.44	
*** VENDOR TOTALS ***						1 CHECKS			7,506.44	
* * T O T A L S * *										
		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT				
REGULAR CHECKS:		146		620,778.63	0.00	620,778.63				
HAND CHECKS:		0		0.00	0.00	0.00				
DRAFTS:		1		39,876.47	0.00	39,876.47				
EFT:		96		780,192.80	0.00	780,192.80				
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:		243		1,440,847.90	0.00	1,440,847.90				
BANK: APGWB TOTALS:		243		1,440,847.90	0.00	1,440,847.90				
REPORT TOTALS:		243		1,440,847.90	0.00	1,440,847.90				

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: 3/23/2023 THRU 4/05/2023

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

April 3, 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:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** approving Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community.

EXECUTIVE SUMMARY:
The Senior Bond Issuance Certificates of WRA Participating Communities are required as part of the Second Amended and Restated 28E Agreement. The certificates are the mechanism that gives the WRA the authority to issue debt on behalf of the Participating Communities.

The WRA has identified several projects in their capital improvement program for calendar years 2023 and 2024. It is anticipated that these projects will require the issuance of additional senior bonds in the amount of \$94,250,000.

In order for the WRA to issue additional senior bonds each participating community is required to approve the Senior Bond Issuance Certificate certifying that it is currently in compliance with the provisions of the WRA Agreement requiring the establishment of rates and charges or appropriation of other funds sufficient in amount as will produce at least 110% of the amount necessary to pay the participating community's share of the principal and interest coming due on all outstanding bonds and all outstanding local obligations

during fiscal year 2024 and acknowledges it has factored its estimated allocations from future WRA issuances of additional senior bonds into rate and coverage planning to ensure maintenance of said coverage in future fiscal years.

The sewer fund cash flow presented as a part of the FY 2024 Budget has been updated to reflect the actual amount of additional senior bonds. The sewer fund is in compliance with all provisions of the WRA Agreement.

FISCAL IMPACT: Yes

It is estimated that the City's share of the additional senior bonds in the amount of \$94,250,000 will be \$10,134,703.

CITY MANAGER'S RECOMMENDATIONS:

Recommend adopting resolution approving Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Senior Bond Issuance Certificate

RESOLUTION

A RESOLUTION APPROVING SENIOR BOND ISSUANCE CERTIFICATE OF DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY PARTICIPATING COMMUNITY

WHEREAS, the City of Ankeny is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) and is in compliance with the provisions of the WRA Agreement; and

WHEREAS, the WRA has identified projects for which bonds are anticipated to be issued in calendar years 2023 and 2024; and

WHEREAS, the WRA requires the assistance of participating communities to approve the attached Senior Bond Issuance Certificate for the anticipated additional senior bonds of the WRA in the amount of \$94,250,000; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that it hereby approves the attached Senior Bond Issuance Certificate of WRA Participating Community for the anticipated additional senior bonds of the WRA in the amount of \$94,250,000 and authorizes the Administrative Services Director to execute and return the Certificate to the Des Moines Metropolitan Wastewater Reclamation Authority.

PASSED AND APPROVED this 3rd day of April, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

**SENIOR BOND ISSUANCE CERTIFICATE
OF WRA PARTICIPATING COMMUNITY**

Name of Participating Community: City of Ankeny, Iowa

Anticipated Amount of Additional Senior Bonds: \$94,250,000

Estimated Date of Issuance: \$70,100,000 after May 1st in calendar 2023;
Remaining amounts will be issued after January 1, 2024

This Senior Bond Issuance Certificate is being executed by the undersigned financial officer of the Participating Community indicated above (the "Participating Community") pursuant to Section 8.3 of Resolution No. 04-070 approved on October 28, 2004 (the "Master Resolution") by the Board of the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA"), and supplementing Section 2 of Article XIII of the Second Amended and Restated Agreement for the WRA, filed with the Secretary of State on June 11, 2014 (the WRA Agreement). All capitalized terms used in this Certificate which are not otherwise defined herein shall have the meanings given to them in the Master Resolution.

Attached hereto are the following:

- WRA Certificate Memo & Instructions,
- City of Ankeny WRA Debt Service Allocation, 2023 Certificates: PFM's proposed allocation of Debt Service to the Participating Community for the Additional Senior Bonds (subject to change based on actual timing of issuance by WRA), receipt of which is acknowledged by execution of this Certificate.
- WRA Cash Contribution Process

The Participating Community hereby consents to and certifies, in connection with the anticipated issuance of the above-referenced Senior Bonds, that it is currently in compliance with the provisions of the WRA Agreement requiring the establishment of rates and charges or appropriation of other funds sufficient in amount as will produce at least 110% of the amount necessary to pay the Participating Community's share of the principal and interest coming due on all Outstanding Bonds and all outstanding Local Obligations during the fiscal year 2024, and acknowledges it has factored its estimated allocations from future WRA issuances of Additional Senior Bonds into rate and coverage planning to ensure maintenance of said coverage in future fiscal years.

Attach to this Certificate for return the following:

1. A copy of the resolution passed by your governing body approving the Senior Bond Issuance Certificate of WRA Participating Community,
2. Schedule of principal and interest requirements of all outstanding Local Obligations of the Participating Community,
3. Details of other funds appropriated to meet the coverage requirements.

Approved by the Governing Body of the Participating Community on the ____ day of _____, 2023.

Dated this ____ day of _____ 2023.

By: _____

Print Name: _____

Title: _____



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** adopting a schedule of fees and charges for certain permit activities as authorized by the City of Ankeny, Iowa Municipal Code.

EXECUTIVE SUMMARY:

Building permit fees including flat fees are reviewed annually for update and were last updated in 2022.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action: 1) adopt permit fees schedule exhibits "A" (permit fee schedule) and "B" (Building Valuation Data construction cost per square foot).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Previous schedule of Fees and Charges Resolution 2022-147 approved March 21, 2022.

PUBLIC OUTREACH EFFORTS:

Referenced annually at the spring Contractors' update, most recently on May 18, 2022.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Fee Resolution 2023
 Exhibit 'A'
 Exhibit 'B'
 Fee Reso2022-147 with exhibits 'A' & 'B'

RESOLUTION

RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES FOR CERTAIN PERMIT ACTIVITIES AS AUTHORIZED BY THE CITY OF ANKENY, IOWA MUNICIPAL CODE

WHEREAS, the City of Ankeny has adopted ordinances regulating construction and maintenance codes and establishing permit requirements; and

WHEREAS, said ordinances refer the establishment of a fee schedule based on published valuations established by the International Code Council (Building Valuation Data) and fixed fees related to said permits to review and resolution of the City Council of the City of Ankeny; and

WHEREAS, City of Ankeny staff has recommended that said fee schedule and fixed fees be established, with said fees referenced as Exhibits A & B being effective from July 1, 2023.

WHEREAS, construction valuation data shall be reviewed in accordance with the latest published valuations established by the International Code Council.

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

That effective July 1, 2023, the fee schedule, flat fees and valuation table as outlined in the attached Exhibits A & B and prescribed by the aforementioned ordinances of the City of Ankeny shall apply.

PASSED AND APPROVED this 3rd day of April 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Exhibit 'A'
Effective Date July 1, 2023
CITY OF ANKENY

COMMUNITY DEVELOPMENT DEPARTMENT

PERMIT FEES

Accessory Structure Slab

FLAT FEES

(IRC) flat work only

Demolition	\$25	flat fee
Drive Approach	\$25	flat fee
Fence	\$25	flat fee
Pool / Hot Tub (Single Family Dwelling)		
Above Ground	\$25	flat fee
In-Ground	\$150	flat fee
Ramp	\$25	flat fee
Retaining Wall (SFD)	\$25	flat fee
Sidewalk	\$25	flat fee
Sign (Special Event)		
30 days/calendar year	\$25	flat fee
Sign - temporary (2'x3' freestanding)	\$10	annually
Standby Generator (SFD)	\$25	flat fee
Temporary (tents/garden center et al.)	\$50	flat fee

Reinspection (more than one - same project/items) \$50 each

Temporary Certificate of Occupancy (limited to 14 days outside of winter-build (initial no charge), (Extensions -- 1st @ \$100, 2nd @ \$200, 3rd and each extension thereafter @ \$300) (**delinquency - see footnote below)

Occupancy of a building without a Valid Certificate of Occupancy - \$500 flat fee (imposition of additional fees such as Temporary Certificate of Occupancy, Extension or Reactivation of Permit etc. shall be incurred as applicable) (**delinquency see footnote below)

Six Month Extension of Current Building Permit - shall be requested in writing prior to expiration -- (initial no charge) (subsequent extensions @ 1/2 of original permit fee not to exceed \$500) (**delinquency see footnote below)

Six Month Reactivation of Expired Building Permit - shall be retroactively dated based upon original issuance date (each @ 1/2 of original permit fee not to exceed \$500) (**delinquency see footnote below)

FEES BASED ON VALUATION

(apply valuation -or- calculated valuation of following to permit fee schedule below)

Buildings - New Construction & Additions see Exhibit 'B'	
Egress Window	
Fireplaces (other than factory built)	
Fuel Tank	
Pergola	
*Pool House (includes amenity (e.g., bathroom, kitchenette etc. (noninclusive))	
Pool / Hot Tub (other than Single Family Dwelling)	
Remodel (includes fire/water/wind damage et al.)	
Retaining Wall (other than SFD)	
Signs - building, free-standing, gasoline pump island canopy, ground, menu board, pylon, video et al.	
Spray Booth	
Standby Generator (other than SFD)	
Tower - Cell/Radio / Wind Turbine	
*Shed (includes pool equipment-only structure)	@ \$20 /sq ft
(IRC) Covered Porch/Gazebo	@ \$20 /sq ft
(IRC) Open Deck	@ \$12 /sq ft
*(IRC) Finished basement (new)	@ \$63.00 /sq ft
*(IRC) Unfinished basement (new)	@ \$31.50 /sq ft
*(IRC) Finish basement (existing)	@ \$31.50 /sq ft
*(SFD) Dwelling Construction	@ \$167.37 /sq ft
(SFD) includes additions, 3 or 4 season porches / sunrooms	
*Garage (attached & detached)	@ \$66.48 /sq ft

MECHANICAL, PLUMBING PERMIT FEES

Residential - Addition or Remodel	\$50	flat fee
Residential - New	\$100	flat fee
Residential - Replace Furnace/AC	\$30	flat fee

Fees other than listed above - see individual permit applications

ELECTRICAL PERMIT FEES

Residential - Addition or Remodel	\$50	flat fee
Residential - New w/o temp pole	\$100	flat fee
Residential - New with temp pole	\$150	flat fee
Residential Main Panel Change-out	\$50	flat fee

Fees other than listed above - see individual permit applications

****PERMIT FEE - SCHEDULE** Based on Table #3-A - 1991 Uniform Building Code revised

Total Valuation		Fee - Permit fees shall be rounded up to the next whole dollar.
\$1 to \$500	**	\$20
\$501 to \$2,000	**	\$20 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof
\$2,001 to \$25,000	**	\$53 for the first \$2,000 plus \$9.90 for each additional \$1,000 or fraction thereof
\$25,001 to \$50,000	**	\$280.70 for the first \$25,000 plus \$7.15 for each additional \$1,000 or fraction thereof
\$50,001 to \$100,000	**	\$459.45 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof
\$100,001 to \$500,000	**	\$706.95 for the first \$100,000 plus \$3.85 for each additional \$1,000 or fraction thereof
\$500,001 to \$1,000,000	**	\$2,246.95 for the first \$500,000 plus \$3.30 for each additional \$1,000 or fraction thereof
\$1,000,001 and up	**	\$3,896.95 for the first \$1,000,000 plus \$2.20 for each additional \$1,000 or fraction thereof

**Building permit fee shall include a plan review fee equal to 65% of the permit fee for multi-family, commercial including schools and churches and industrial type projects. This charge shall be in addition to the normal building permit fee.

Change of SFD plans after issuance of permit and prior to any work being done will be refunded 80% of permit fee and permit voided. Re-submittal of permit application and plan changes along with subsequent payment thereof required thereafter.

Inspections outside normal business hours shall be subject to inspector availability - \$75.00 per hour (two hour minimum charge, pre-payment required).

Water Hookup & Meter Fees, Sewer Connections & Sewer Fees; Driveway & Sidewalk permit fees where applicable are collected with the Building Permit fee.

***Delinquency - prior to issuance of any Certificate of Occupancy, extension of any current permit or reactivation of any expired permit, any and all delinquent charges shall be paid.

* = changes from 2022 exhibit

EXHIBIT B

CITY OF ANKENY
Building Valuation Chart
<i>Based on ICC BVD (February 2023) Effective July 1, 2023</i>
INTERNATIONAL BUILDING CODE With No Regional Cost Modifier. Square Foot Construction Costs (a,b,c,d)

Square Foot Construction Costs

	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	338.88	327.46	319.76	307.63	289.42	280.47	298.24	268.37	259.83
A-1 Assembly, theaters, without stage	310.12	298.70	291.00	278.87	260.66	251.71	269.48	239.62	231.07
A-2 Assembly, nightclubs	275.09	266.93	259.34	250.54	234.96	228.26	241.54	213.57	206.65
A-2 Assembly, restaurants, bars, banquet halls	274.09	265.93	257.34	249.54	232.96	227.26	240.54	211.57	205.65
A-3 Assembly, churches	314.65	303.24	295.53	283.41	265.65	256.70	274.02	244.61	236.06
A-3 Assembly, general, community halls, libraries, museums	268.44	257.02	248.32	237.19	218.26	210.31	227.80	197.22	189.68
A-4 Assembly, arenas	309.12	297.70	289.00	277.87	258.66	250.71	268.48	237.62	230.07
B Business	263.16	253.51	244.15	233.85	213.00	204.65	224.67	187.98	179.49
E Educational	280.42	270.83	263.70	252.34	235.54	223.64	243.64	205.87	199.45
F-1 Factory and industrial, moderate hazard	161.70	154.21	144.70	139.94	124.72	118.51	133.72	103.40	96.83
F-2 Factory and industrial, low hazard	160.70	153.21	144.70	138.94	124.72	117.51	132.72	103.40	95.83
H-1 High Hazard, explosives	150.85	143.36	134.84	129.08	115.17	107.96	122.87	93.86	N.P.
H234 High Hazard	150.85	143.36	134.84	129.08	115.17	107.96	122.87	93.86	86.28
H-5 HPM	263.16	253.51	244.15	233.85	213.00	204.65	224.67	187.98	179.49
I-1 Institutional, supervised environment	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
I-2 Institutional, hospitals	438.26	428.62	419.26	408.96	386.98	N.P.	399.78	361.97	N.P.
I-2 Institutional, nursing homes	304.86	295.22	285.86	275.55	256.23	N.P.	266.37	231.21	N.P.
I-3 Institutional, restrained	298.67	289.02	279.66	269.36	250.30	240.95	260.18	225.29	214.80
I-4 Institutional, day care facilities	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
M Mercantile	205.22	197.06	188.47	180.67	164.83	159.13	171.67	143.44	137.53
R-1 Residential, hotels	267.42	258.06	249.33	240.60	220.62	214.60	240.64	198.79	192.64
R-2 Residential, multiple family	223.61	214.25	205.52	196.79	177.77	171.76	196.82	155.95	149.80
R-3 Residential, one- and two-family c	211.77	205.84	200.99	197.13	190.36	183.32	193.75	177.67	167.37
R-4 Residential, care/assisted living facilities	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
S-1 Storage, moderate hazard	149.85	142.36	132.84	128.08	113.17	106.96	121.87	91.86	85.28
S-2 Storage, low hazard	148.85	141.36	132.84	127.08	113.17	105.96	120.87	91.86	84.28
U Utility, miscellaneous a	115.48	108.95	102.64	98.13	88.49	81.89	93.86	69.76	66.48

a. Private Garages use Utility, miscellaneous

b. N.P. = not permitted

c. Unfinished basements (Group R-3) = \$31.50 per sq. ft.

d. Valuation - Footing/foundation only permit may deduct 90%; Shell only building permit may deduct 50% if known occupancy -or- if unknown occupancy may use S-2 deduct 20%. Permit valuation may be based on contract amount with verifiable executed contract documents being provided for review and confirmation prior to permit issuance

RESOLUTION 2022-147

**RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES
FOR CERTAIN PERMIT ACTIVITIES AS AUTHORIZED BY THE CITY
OF ANKENY, IOWA MUNICIPAL CODE**

WHEREAS, the City of Ankeny has adopted ordinances regulating construction and maintenance codes and establishing permit requirements; and

WHEREAS, said ordinances refer the establishment of a fee schedule based on published valuations established by the International Code Council (Building Valuation Data) and fixed fees related to said permits to review and resolution of the City Council of the City of Ankeny; and

WHEREAS, City of Ankeny staff has recommended that said fee schedule and fixed fees be established, with said fees referenced as Exhibits A & B being effective from July 1, 2022.

WHEREAS, construction valuation data shall be reviewed in accordance with the latest published valuations established by the International Code Council.

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

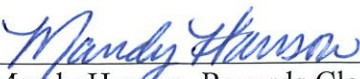
That effective July 1, 2022, the fee schedule, flat fees and valuation table as outlined in the attached Exhibits A & B and prescribed by the aforementioned ordinances of the City of Ankeny shall apply.

PASSED AND APPROVED this 21st day of March 2022.



Mark E. Holm, Mayor

ATTEST:



Mandy Hanson, Records Clerk

PERMIT FEES

Accessory Structure Slab

FLAT FEES

(IRC) flat work only	\$25	flat fee
Demolition	\$25	flat fee
Drive Approach	\$25	flat fee
Fence	\$25	flat fee
*Pool / Hot Tub (SFD)		
Above Ground	\$25	flat fee
In-Ground	\$150	flat fee
Ramp	\$25	flat fee
Retaining Wall (SFD)	\$25	flat fee
Sidewalk	\$25	flat fee
Sign (Special Event)		
30 days/calendar year	\$25	flat fee
Sign - temporary (2'x3' freestanding)	\$10	annually
*Standby Generator (SFD)	\$25	flat fee
Temporary (tents/garden center et al.)	\$50	flat fee

Reinspection (more than one - same project/items)

\$50 each

Temporary Certificate of Occupancy (limited to 14 days outside of winter-build (initial no charge), (Extensions - 1st @ \$100, 2nd @ \$200, 3rd and each extension thereafter @ \$300) (**delinquency - see footnote below)

Occupancy of a building without a Valid Certificate of Occupancy - \$500 flat fee (imposition of additional fees such as Temporary Certificate of Occupancy, Extension or Reactivation of Permit etc. shall be incurred as applicable) (**delinquency see footnote below)

Six Month Extension of Current Building Permit - shall be requested in writing prior to expiration - (initial no charge) (subsequent extensions @ 1/2 of original permit fee not to exceed \$500) (**delinquency see footnote below)

Six Month Reactivation of Expired Building Permit - shall be retroactively dated based upon original issuance date (each @ 1/2 of original permit fee not to exceed \$500) (**delinquency see footnote below)

FEES BASED ON VALUATION

(apply valuation -or- calculated valuation of following to permit fee schedule below)

Buildings - New Construction & Additions see Exhibit 'B'	
Egress Window	
*Fireplaces (other than factory built)	
Fuel Tank	
Pergola	
*Pool / Hot Tub (other than SFD)	
Remodel (includes fire/water/wind damage et al.)	
Retaining Wall (other than SFD)	
Signs - building, free-standing, gasoline pump island canopy, ground, menu board, pylon, video et al.	
Spray Booth	
*Standby Generator (other than SFD)	
*Tower - Cell/Radio / Wind Turbine	
Shed	@ \$20 /sq ft
(IRC) Covered Porch/Gazebo	@ \$20 /sq ft
(IRC) Open Deck	@ \$12 /sq ft
(IRC) Finished basement (new)	@ \$46.40 /sq ft
(IRC) Unfinished basement (new)	@ \$23.20 /sq ft
(IRC) Finish basement (existing)	@ \$23.20 /sq ft
*SFD Dwelling Construction	@ \$150.87 /sq ft
(SFD) includes additions, 3 or 4 season porches / sunrooms	
*Garage (attached & detached)	@ \$60.43 /sq ft

MECHANICAL, PLUMBING PERMIT FEES

Residential - Addition or Remodel	\$50	flat fee
Residential - New	\$100	flat fee
Residential - Replace Furnace/AC	\$30	flat fee
Fees other than listed above - see individual permit applications		

ELECTRICAL PERMIT FEES

Residential - Addition or Remodel	\$50	flat fee
Residential - New w/o temp pole	\$100	flat fee
Residential - New with temp pole	\$150	flat fee
Residential Main Panel Change-out	\$50	flat fee
Fees other than listed above - see individual permit applications		

**PERMIT FEE - SCHEDULE Based on Table #3-A - 1991 Uniform Building Code revised

Total Valuation		Fee - Permit fees shall be rounded up to the next whole dollar.
\$1 to \$500	**	\$20
\$501 to \$2,000	**	\$20 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof
\$2,001 to \$25,000	**	\$53 for the first \$2,000 plus \$9.90 for each additional \$1,000 or fraction thereof
\$25,001 to \$50,000	**	\$280.70 for the first \$25,000 plus \$7.15 for each additional \$1,000 or fraction thereof
\$50,001 to \$100,000	**	\$459.45 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof
\$100,001 to \$500,000	**	\$706.95 for the first \$100,000 plus \$3.85 for each additional \$1,000 or fraction thereof
\$500,001 to \$1,000,000	**	\$2,246.95 for the first \$500,000 plus \$3.30 for each additional \$1,000 or fraction thereof
\$1,000,001 and up	**	\$3,896.95 for the first \$1,000,000 plus \$2.20 for each additional \$1,000 or fraction thereof

**Building permit fee shall include a plan review fee equal to 65% of the permit fee for multi-family, commercial including schools and churches and industrial type projects. This charge shall be in addition to the normal building permit fee.

Change of SFD plans after issuance of permit and prior to any work being done will be refunded 80% of permit fee and permit voided. Re-submittal of permit application and plan changes along with subsequent payment thereof required thereafter.

Footings/foundation only permit deduct 90%; Shell only building permit deduct 50% if known occupancy -or- if unknown occupancy use S-2 deduct 20%.

Inspections outside normal business hours shall be subject to inspector availability - \$75.00 per hour (two hour minimum charge, pre-payment required).

Water Hookup & Meter Fees, Sewer Connections & Sewer Fees; Driveway & Sidewalk permit fees where applicable are collected with the Building Permit fee.

***Delinquency - prior to issuance of any Certificate of Occupancy, extension of any current permit or reactivation of any expired permit, any and all delinquent charges shall be paid.

*Acronyms: IRC = International Residential Code, SFD = Single Family Dwelling

* = changes from 2021 exhibit

EXHIBIT B

CITY OF ANKENY
Building Valuation Chart
<i>Based on ICC BVD (February 2022) Effective July 1, 2022</i>
INTERNATIONAL BUILDING CODE With No Regional Cost Modifier. Square Foot Construction Costs (a,b,c)

Square Foot Construction Costs

	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	309.06	298.66	291.64	280.58	263.98	255.82	272.02	244.80	237.02
A-1 Assembly, theaters, without stage	282.85	272.45	265.42	254.37	237.77	229.61	245.81	218.59	210.80
A-2 Assembly, nightclubs	237.31	230.23	224.56	215.36	202.99	197.40	207.69	183.68	177.40
A-2 Assembly, restaurants, bars, banquet halls	236.31	229.23	222.56	214.36	200.99	196.40	206.69	181.68	176.40
A-3 Assembly, churches	286.90	276.49	269.47	258.42	242.23	234.07	249.86	223.05	215.26
A-3 Assembly, general, community halls, libraries, museums	244.77	234.37	226.34	216.29	198.94	191.79	207.73	179.77	172.98
A-4 Assembly, arenas	281.85	271.45	263.42	253.37	235.77	228.61	244.81	216.59	209.80
B Business	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
E Educational	257.70	248.89	242.35	231.90	216.47	205.54	223.92	189.21	183.31
F-1 Factory and industrial, moderate hazard	144.93	138.11	130.39	125.40	112.49	107.10	120.02	92.69	86.88
F-2 Factory and industrial, low hazard	143.93	137.11	130.39	124.40	112.49	106.10	119.02	92.69	85.88
H-1 High Hazard, explosives	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	N.P.
H234 High Hazard	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	77.53
H-5 HPM	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
I-1 Institutional, supervised environment	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
I-2 Institutional, hospitals	401.22	392.40	383.83	374.40	354.29	N.P.	366.00	331.40	N.P.
I-2 Institutional, nursing homes	279.15	270.32	261.76	252.33	234.64	N.P.	243.93	211.75	N.P.
I-3 Institutional, restrained	273.40	264.57	256.00	246.57	229.13	220.58	238.17	206.24	196.56
I-4 Institutional, day care facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
M Mercantile	177.02	169.94	163.27	155.07	142.48	137.88	147.40	123.17	117.89
R-1 Residential, hotels	246.94	238.56	231.54	222.30	204.35	198.77	222.58	183.44	178.00
R-2 Residential, multiple family	206.81	198.43	191.41	182.17	165.41	159.83	182.46	144.50	139.06
R-3 Residential, one- and two-family c	192.58	187.37	182.53	178.04	172.85	166.59	175.01	160.35	150.87
R-4 Residential, care/assisted living facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
S-1 Storage, moderate hazard	134.29	127.47	119.75	114.76	102.14	96.75	109.39	82.34	76.53
S-2 Storage, low hazard	133.29	126.47	119.75	113.76	102.14	95.75	108.39	82.34	75.53
U Utility, miscellaneous a	104.98	99.04	93.31	89.21	80.44	74.45	85.33	63.42	60.43

- a. Private Garages use Utility, miscellaneous
- b. N.P. = not permitted
- c. Unfinished basements (Group R-3) = \$23.20 per sq. ft.



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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** adopting a schedule of fees for certain development activities as authorized by the City of Ankeny, Iowa, Municipal Code.

EXECUTIVE SUMMARY:

These development fees were last updated March 2020 and implemented July 1, 2020. Staff has applied a 10% increase across all of the development fees, rounding to the nearest five dollars where applicable.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Current Development Fees
 Proposed Development Fees

RESOLUTION

RESOLUTION ADOPTING A SCHEDULE OF FEES FOR CERTAIN DEVELOPMENT ACTIVITIES AS AUTHORIZED BY THE CITY OF ANKENY, IOWA MUNICIPAL CODE

WHEREAS, the City of Ankeny has adopted ordinances regulating subdivision and zoning codes and establishing submittal requirements; and

WHEREAS, said ordinances refer to the establishment of fees by resolution of the City Council of the City of Ankeny; and

WHEREAS, City of Ankeny staff has recommended the establishment of said fees related to the complexity of the review process and amount of time necessary for city staff to adequately review a planning and zoning proposal or request;

WHEREAS, the City Council of the City of Ankeny, Iowa deems it in the best interest of the City of Ankeny, Iowa to approve and adopt said Development Fee Schedule.

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

That effective July 1, 2023, the Development Fee Schedule prescribed by the aforementioned ordinances of the City of Ankeny shall apply.

PASSED AND APPROVED this 3rd day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

"CURRENT FEES"

Community Development Department Schedule of Development Fees

Effective July 1, 2020 – Resolution 2020-151



*Schedule subject to change upon approval of City Council
All fees are due at time of submittal or permit, unless otherwise stated*

Service	Fee
Annexation	\$0
Ankeny Comprehensive Plan	
Land Use Plan Map Amendment	\$215
Land Use Plan Text Amendment	\$120
Zoning	
Ordinance Text Amendment	\$180
Rezoning Petition	\$425
PUD Rezoning	\$600
PUD Major Amendment	\$240
PUD Minor Amendment	\$180
R-3A Rezoning	\$600
R-3A Major Amendment	\$240
R-3A Minor Amendment	\$180
*Variance / Residential	\$120
*Variance / Commercial	\$240
*Zoning Line Adjustment	\$180
*Conditional Use Permit	\$180
*Special Use Permit	\$180
Zoning Compliance Letter	\$60
*requires Zoning Board of Adjustment Action	
Site Development	
Final Plat	\$240
Neighborhood Plan	\$300
Pattern Book Addition	\$300
Pattern Book Amendment	\$300
Plat Note Revision	\$240
Plat of Survey	\$60
Preliminary Plat	\$300
Sketch or Concept Plan	\$300
Site Plan	
One acre or more	\$360
Less than one acre	\$180
Site Plan Amendment	
One acre or more	\$360
Less than one acre	\$180
Vacations	
Right-of-Way Vacation	\$360
Easement Vacation	\$360
Rural	
Preliminary Plat	\$300
Final Plat	\$240



Community Development Department

Schedule of Development Fees

Effective July 1, 2023 – Resolution 2023-XXX

*Schedule subject to change upon approval of City Council
All fees are due at time of submittal or permit, unless otherwise stated*

Service	Fee
Annexation.....	\$0
<u>Ankeny Comprehensive Plan</u>	
Land Use Plan Map Amendment.....	\$235
Land Use Plan Text Amendment.....	\$130
<u>Zoning</u>	
Ordinance Text Amendment	\$200
Rezoning Petition	\$465
PUD Rezoning.....	\$660
PUD Major Amendment.....	\$260
PUD Minor Amendment.....	\$200
R-3A Rezoning.....	\$660
R-3A Major Amendment.....	\$260
R-3A Minor Amendment.....	\$200
*Variance / Residential	\$130
*Variance / Commercial.....	\$260
*Zoning Line Adjustment	\$200
*Conditional Use Permit.....	\$200
*Special Use Permit	\$200
Zoning Compliance Letter	\$65
<i>*requires Zoning Board of Adjustment Action</i>	
<u>Site Development</u>	
Final Plat.....	\$265
Neighborhood Plan	\$330
Pattern Book Addition	\$330
Pattern Book Amendment	\$330
Plat Note Revision	\$265
Plat of Survey.....	\$65
Preliminary Plat	\$330
Sketch or Concept Plan.....	\$330
Site Plan	
One acre or more	\$400
Less than one acre	\$200
Site Plan Amendment	
One acre or more	\$400
Less than one acre	\$200
<u>Vacations</u>	
Right-of-Way Vacation	\$400
Easement Vacation.....	\$400
<u>Rural</u>	
Preliminary Plat	\$330
Final Plat	\$265



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** establishing charges for curbside recycling services for the City of Ankeny, Iowa, effective July 1, 2023.

EXECUTIVE SUMMARY:
The curbside recycling services fee will increase \$0.22 from \$4.32 to \$4.54 per household per month, effective July 1, 2023. The rate is calculated based on the nationally published CPI and the compressed natural gas index that are provisions of the Metro Waste Authority contract with Waste Management for collection services. This increase covers the cost of collection for recycled materials.

FISCAL IMPACT: **Yes**
The annual cost of curbside recycling services will increase from \$51.84 to \$54.48, an increase of \$2.64 or 5.10%.

CITY MANAGER'S RECOMMENDATIONS:
Recommend adopting resolution establishing charges for curbside recycling services for the City of Ankeny, Iowa, effective July 1, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

A RESOLUTION ESTABLISHING CHARGES FOR CURBSIDE RECYCLING SERVICES FOR THE CITY OF ANKENY, IOWA, EFFECTIVE JULY 1, 2023

WHEREAS, the City of Ankeny, Iowa has established curbside recycling services for residents of the city, and

WHEREAS, Section 113.03(4) of the Municipal Code authorizes the City Council to establish fees for said services by resolution, and

WHEREAS, the City has incurred additional costs for the providing of curbside recycling services through the Curb It! program and the City Council desires to establish and/or reestablish the fees charged for these services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the following charges be imposed:

Curbside Recycling Services	\$4.54
-----------------------------	--------

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the above service charges be accepted and made effective with all bills due and payable on or after July 1, 2023.

Passed and approved the 3rd day of April, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

April 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Police

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** adopting a schedule of fees for certain Police Department services.

EXECUTIVE SUMMARY:

The Police Department fees are being codified for the first time by resolution of the City Council. Previously the fees were codified by Ankeny Police Department Policy.

For the most part fees remain unchanged, with the addition of fees for photocopies and digital media.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving resolution adopting a schedule of fees for certain Police Department services.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

A RESOLUTION ADOPTING A SCHEDULE OF FEES FOR CERTAIN POLICE DEPARTMENT SERVICES

WHEREAS, the City Council desires to establish a schedule of fees for certain police department services by resolution; and

WHEREAS, the City Council supports the annual review of fees to ensure that fees are appropriate for the services provided, and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that effective May 1, 2023, the following schedule of fees shall apply for certain police department services:

<u>Fee Schedule</u>	
Incident report	\$5.00
Call for service information	\$5.00
Photocopies	\$0.25 per page (black and white) \$0.50 per page (color)
Digital media	\$5.00 per DVD \$10.00 per USB drive
Open records request	Actual cost of staff time to produce and/or review documents, if exceeds 30 minutes

Passed and approved the 3rd day of April, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

Human Resources

COUNCIL GOAL:

Become the Employer of Choice

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the new classification position descriptions recommended in the FY 2024 budget for the following positions: Police Sergeant - Traffic Unit, Utilities Supervisor - Water and Utilities Supervisor - Wastewater.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving the new classification position descriptions recommended in the FY 2024 budget for the following positions: Police Sergeant - Traffic Unit, Utilities Supervisor - Water and Utilities Supervisor - Wastewater.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Sergeant - Traffic Unit
 Utilities Supervisor - Water
 Utilities Supervisor - Wastewater



POSITION DESCRIPTION

POSITION:	SERGEANT - TRAFFIC UNIT	CIVIL SERVICE:	YES
DEPARTMENT:	POLICE	FLSA EXEMPT:	NO
DIVISION:	OPERATIONS	UNION:	N/A
REPORTS TO:	LIEUTENANT	PAY GRADE:	PS

FUNCTION:

Performs under direction; to lead and participate in the work of police officers engaged in general patrol or specialized police work in the field or station; and to do related work as required, within departmental SOP's rules and regulations, City Code and the State Code of Iowa.

SUPERVISES:

Police Officers-operations
Traffic Unit

EQUIPMENT USED:

Firearms, radios, radar unit, camera, recorders, fingerprint equipment, computer, police weapons, less than lethal weapons and devices, and handcuffs. See division inventory list for detail.

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Assists in assigning and supervising the work of police officers assigned to the Traffic Unit engaged in patrolling the community.
- Assists patrol officers in responding to calls, instructing of proper procedures, and advising of law enforcement problems and legally correct performances.
- Reviews reports prepared by subordinates for completeness and accuracy.
- Reviews and approves work schedules, special detail work, time off requests, and overtime.
- Supervises and participates in investigations of violations of federal, state, and local laws.
- Provides first line supervision and direction to police officers in the field or the station and performs written evaluations on officers in the Traffic Unit
- Reads all daily logs, incident reports, and arrest reports to familiarize self with activities of previous shifts.
- Patrols city in car to identify violations of the law, act as a deterrent to crime, and to provide assistance as needed.
- Responds to radio messages or other instructions and appears at scenes of emergencies, disorders or crimes.
- Perform uniform and equipment inspections.
- Schedules and assigns patrol officers in the Traffic Unit as necessary.
- Coordinates multi-jurisdiction traffic related events.
- Periodically review and evaluate data collection devices, research and purchase data collection devices.
- Organizes, directs and collects data for directed patrols.
- Prepared traffic statistics and submits reports to Patrol Captain.

- Analyzes statistical information from various sources related to traffic matters and compiles data for traffic law enforcement.
 - Assists the public by responding to inquiries, listening to complaints, or referring to appropriate personnel.
 - Collects and preserves evidence.
 - Apprehends and arrests law violators.
 - Interrogates witnesses and prisoners.
 - Appears in court to present evidence and give testimony.
 - Assists in preparing complaints and warrants.
 - Performs public relations duties by attending meetings or giving presentations to groups as requested or assigning such.
 - Monitors criminal activity and determines need to conduct offensive investigations.
-

ENTRY REQUIREMENTS AND SKILLS:

Associate's degree, preferably law enforcement or criminal justice related, and three years experience as patrol officer with the Ankeny Police Department; or five years of service as an Ankeny police officer with 45 semester hours (66 quarter hours) of college; or ten years of service as an Ankeny police officer with 30 semester hours (45 quarter hours) of college; or fifteen years of service as an Ankeny police officer with 15 semester hours (21 quarter hours) of college.

Knowledge of criminal law, investigation and crime prevention methods; ability to deploy personnel effectively and advise on technical police problems of investigation and arrest; ability to analyze law enforcement problems and to adopt effective programs for action; ability to prepare accurate and comprehensive reports; ability to operate a motor vehicle safely and efficiently; ability to establish and maintain effective working relationships with other officers and the public; ability to plan, direct, and coordinate the work of subordinate police personnel as required.

REQUIRED SPECIAL QUALIFICATIONS:

- Shall be able to maintain a valid motor vehicle operator's license issued by the State of Iowa.
 - Shall be able to maintain an Iowa Professional Permit to carry weapons.
 - Shall be able to be certified and maintain recertification as required by the State or the Department.
 - Shall be able to pass all training courses
 - Skill maintain skill and proficiency in the use and care of Department firearms, equipment and vehicles.
-

WORKING CONDITIONS:

- Working conditions may include extended periods outdoors in adverse weather conditions.
 - May be exposed to hazardous or unpleasant conditions.
 - Responds on a twenty-four-hour basis.
-

PHYSICAL REQUIREMENTS:

- Must be insurable.
- Must be sighted.
- Must be able to hear normal conversation.
- Must be able to speak clearly at normal rate of conversation.
- Must be able to lift at least 40 pounds above the waist.
- Must maintain regular and reliable attendance at work.

POSITION DESCRIPTION

POSITION:	UTILITIES SUPERVISOR - WATER	CIVIL SERVICE:	YES
DEPARTMENT:	MUNICIPAL UTILITIES	FLSA EXEMPT:	YES
DIVISION:	WATER	UNION:	N/A
REPORTS TO:	UTILITIES SUPERINTENDENT - WATER	PAY GRADE:	N14

FUNCTION:

Under limited supervision to coordinate, supervise, and participate in the overall operations and maintenance of the water pumping stations, water distribution and treatment systems, and perform related duties as required.

SUPERVISES:

Utility Operators

EQUIPMENT USED:

Vehicles, office and safety equipment as well as knowledge of all division testing and operating equipment.

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Assists Superintendent in the supervision of and participates in the operations, maintenance, and repair of the water pumping stations, water distribution systems, and water treatment facilities. Performs related work as directed.
- Makes routine inspections of water facilities to ensure operational staff is properly operating and maintaining equipment. Reviews and updates operational worksheets and logs for completeness and indicators of potential problems.
- Directs, assists, or instructs operations personnel in determining causes of problems with equipment; in performing and completing more complex tasks; and in completing other than routine projects throughout all water facilities.
- Reviews, signs and submits Monthly Operational Reports in the absence of the Superintendent as scheduled in the Public Water Supply Permit.
- Coordinates and schedules service and repairs performed by outside contractors and ensures work is completed per specifications. Contacts equipment manufacturer representatives on problem maintenance issues and orders replacement parts and equipment as necessary.
- Assists Superintendent in prioritizing projects, making personnel assignments, and in making budget recommendations for staffing, equipment, and proactive system maintenance considerations.
- Assists in all routine and technical personnel training activities including safety related training. Serves on the city safety committee as directed.
- Responds to complaints or inquiries from the public as soon as possible. Ensures all customer service activities are completed professionally and as scheduled.
- Inspects construction sites to help ensure the accuracy of construction activities.
- Assists in directing the activities of the department in the absence of the Superintendent.
- Assists in maintaining the department's geographic information system (GIS).

- Assists the Superintendent in training, scheduling, disciplinary procedures, evaluation of performance and approving time sheets of division employees.
-

ENTRY REQUIREMENTS AND SKILLS:

Graduation from high school or an equivalent and seven years of increasingly responsible experience involving the operations, repair, and maintenance of water treatment or distribution systems and all related appurtenances. Must possess a Grade IV Water Distribution Operator Certification and a Grade III Water Treatment Operator Certification issued by the State of Iowa. Shall possess and maintain a valid commercial driver's license (CDL) Class B with airbrakes endorsement issued by the State of Iowa.

Must have a working knowledge of GIS and Global Positioning Systems (GPS).

Must have the abilities to establish and maintain effective working relations with others as well as to assist in the supervision and training of subordinate employees.

WORKING CONDITIONS:

- Will be required to perform duties during off-hour emergencies and weekends.
 - May be exposed to a variety of chemicals, noxious odors, gases, high voltage, and other potentially hazardous working conditions as well as all types of weather conditions and extremes.
 - Will be required to operate employer's vehicles and related equipment.
-

PHYSICAL REQUIREMENTS:

- Must be insurable.
- Must be sighted.
- Must be able to hear normal conversation.
- Must be able to speak clearly at normal rate of conversation.
- Must be able to kneel, squat, bend, twist, and climb.
- Must be able to work on equipment located overhead, above or below the waistline.
- Must be able to work in wet environments.
- Must be able to climb into or out of employer's equipment.
- Must be able to remove and replace manhole covers weighing up to 80 pounds with a lever.
- Must be able to climb into and out of 24-inch openings.
- Must periodically lift and carry, for short distances, heavy objects weighing up to 75 pounds.
- Must be able to climb and descend ladders and stairs, and walk over uneven terrain.
- Must be able to work on equipment at floor level, waist level, or overhead.
- Must keep regular and reliable attendance.



POSITION DESCRIPTION

POSITION:	UTILITIES SUPERVISOR - WASTEWATER	CIVIL SERVICE: YES
DEPARTMENT:	MUNICIPAL UTILITIES	FLSA EXEMPT: YES
DIVISION:	WASTEWATER	UNION: N/A
REPORTS TO:	UTILITIES SUPERINTENDENT - WASTEWATER	PAY GRADE: N14

FUNCTION:

Under limited supervision to coordinate, supervise, and participate in the overall operations and maintenance of the wastewater pumping stations, sewer collection systems, and perform related duties as required.

SUPERVISES:

Utility Operators

EQUIPMENT USED:

Vehicles, office and safety equipment as well as knowledge of all division testing and operating equipment.

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Assists Superintendent in the supervision of and participates in the operations, maintenance, and repair of the wastewater pumping stations, wastewater collection systems, and wastewater facilities. Performs related work as directed.
- Makes routine inspections of wastewater facilities to ensure operational staff is properly operating and maintaining equipment. Reviews and updates operational worksheets and logs for completeness and indicators of potential problems.
- Directs, assists, or instructs operations personnel in determining causes of problems with equipment; in performing and completing more complex tasks; and in completing other than routine projects throughout all wastewater facilities.
- Coordinates and schedules service and repairs performed by outside contractors and ensures work is completed per specifications. Contacts equipment manufacturer representatives on problem maintenance issues and orders replacement parts and equipment as necessary.
- Assists Superintendent in prioritizing projects, making personnel assignments, and in making budget recommendations for staffing, equipment, and proactive system maintenance considerations.
- Assists in all routine and technical personnel training activities including safety related issues and serves on the city safety committee as directed.
- Responds to complaints or inquiries from the public as soon as possible. Ensures all customer service activities are completed professionally and as scheduled.
- Inspects construction sites to help ensure the accuracy of construction activities.
- Assists in directing the activities of the division in the absence of the Superintendent.
- Maintains the department's geographic information system (GIS).

- Maintains the WinCan software and data.
- Assists the Superintendent in training, scheduling, disciplinary procedures, evaluation of performance and approving time sheets of division employees.

ENTRY REQUIREMENTS AND SKILLS:

Graduation from high school or an equivalent and seven years of increasingly responsible experience involving the operations, repair, and maintenance of wastewater treatment or collection systems and all related appurtenances. Must possess a Grade III Wastewater Treatment Operator Certification issued by the State of Iowa or a Grade III Collection System Operator Certification issued by the Iowa Water Environment Association. Shall be able to obtain a Grade IV Collection System Operator certification within three years of hire date. Shall possess and maintain a valid commercial driver's license (CDL) Class B with airbrakes issued by the State of Iowa.

Must have a working knowledge of GIS and Global Positioning Systems (GPS). Possess or be able to successfully complete the Pipeline Assessment Certification Program (PACP) within six months of hire. Possess or able to obtain mobile crane operator certification within one year of hire.

Must have the abilities to establish and maintain effective working relations with others as well as to assist in the supervision and training of subordinate employees.

WORKING CONDITIONS:

- Will be required to perform duties during off-hour emergencies and weekends.
 - May be exposed to a variety of chemicals, noxious odors, gases, high voltage, and other potentially hazardous working conditions as well as all types of weather conditions and extremes.
 - Will be required to operate employer's vehicles and related equipment.
-

PHYSICAL REQUIREMENTS:

- Must be insurable.
- Must be sighted.
- Must be able to hear normal conversation.
- Must be able to speak clearly at normal rate of conversation.
- Must be able to kneel, squat, bend, twist, and climb.
- Must be able to work on equipment located overhead, above or below the waistline.
- Must be able to work in wet environments.
- Must be able to climb into or out of employer's equipment.
- Must be able to remove and replace manhole covers weighing up to 80 pounds with a lever.
- Must be able to climb into and out of 24-inch openings.
- Must periodically lift and carry, for short distances, heavy objects weighing up to 75 pounds.
- Must be able to climb and descend ladders and stairs, and walk over uneven terrain.
- Must be able to work on equipment at floor level, waist level, or overhead.

- Must keep regular and reliable attendance.



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

Human Resources

COUNCIL GOAL:

Become the Employer of Choice

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** amending the City of Ankeny Employee Handbook.

EXECUTIVE SUMMARY:

The following sections of the Employee Handbook have been amended.

1.4 History of the City of Ankeny
4.4 Payroll Deductions/Direct Deposit
4.6 Hours of Work
5.4 Paid Sick Leave
5.6 Paid Injury Leave
6.9 Employee Training - Travel and Training Policy
7.2 Job Posting
7.9 Inclement Weather
7.13 Hiring of Relatives
8.4 Drug and Alcohol Policy

For specifics on amended sections please refer to the attached redline version of the Employee Handbook sections.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving resolution amending the City of Ankeny Employee Handbook.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Employee Handbook revisions red-line
 Employee Handbook 04.03.23

RESOLUTION

A RESOLUTION AMENDING CITY OF ANKENY EMPLOYEE HANDBOOK

WHEREAS, an Employee Handbook outlines the personnel policies and procedures of the City of Ankeny; and

WHEREAS, the Employee Handbook applies to all regular full-time and part-time employees as well as seasonal/temporary employees; and

WHEREAS, the purpose of the Employee Handbook is to inform all employees about the various City policies and procedures as they relate to personnel. The following sections of the handbook have been amended:

- 1.4 History of the City of Ankeny
- 4.4 Payroll Deductions/Direct Deposit
- 4.6 Hours of Work
- 5.4 Paid Sick Leave
- 5.6 Paid Injury Leave
- 6.9 Employee Training
- 7.2 Job Posting
- 7.9 Inclement Weather
- 7.13 Hiring of Relatives
- 8.4 Drug and Alcohol Policy

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the amended sections of the City of Ankeny Employee Handbook, as prepared and presented by staff is hereby adopted.

DATED this 3rd day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



city of
Ankeny

bringing it all together

Employee Handbook

~~March 21, 2022~~ April 3, 2023

Human Resources

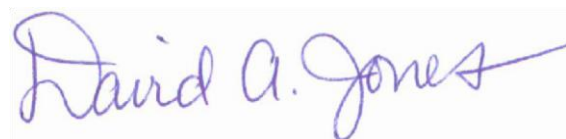
Welcome Letter

Dear Employees:

The most important resource to the City of Ankeny is its employees!

The city has prepared this handbook to help you understand the city's policies and procedures. It also explains some of the benefits that you receive as an employee. For a more detailed explanation please refer to our various benefits handbooks that will be made available to you.

From time to time the city will make changes in the policies and procedures set forth in this handbook. We reserve the right to do this. Please read this manual carefully. Should you have any questions concerning this handbook, please direct them to your immediate supervisor or Human Resources.



David A. Jones

City Manager



Mission & Vision Statements

Mission Statement

The mission of the City of Ankeny is to provide customer-focused, high-quality services and sound fiscal management. By advocating for and engaging our community, we enhance quality of life and protect the community's interests.

Vision Statement

Ankeny is a multigenerational hometown with an independent community spirit. Residents enjoy a safe community, an active lifestyle, thriving businesses and easy connectivity to the region.

Table of Contents

Welcome Letter	1
Mission & Vision Statements.....	1
Mission Statement	1
Vision Statement	1
Introduction	5
1.1 Purpose	5
1.2 Who is covered by this handbook?.....	5
1.3 Civil Service	5
1.4 History of the City of Ankeny	5
Definitions	7
Equal Employment Opportunity (EEO) and Affirmative Action.....	9
Compensation	9
4.1 Pay Plan.....	9
4.2 Job Classification.....	10
4.3 Pay Periods.....	10
4.4 Payroll Deductions/Direct Deposit	10
4.5 Longevity Pay	11
4.6 Hours of Work.....	11
4.7 Overtime & Compensatory Time	12
4.8 Standby Pay.....	12
Leave Benefits: with and without pay.....	12
5.1 Paid Holidays.....	12
5.2 Paid Vacation Leave	13
5.3 Paid Personal Leave	15
5.4 Paid Sick Leave	15
5.5 Donated Leave Policy.....	16
5.6 Paid Injury Leave	16
5.7 Military Leave.....	17
5.8 Family Death Leave	17
5.9 Jury Duty	18
5.10 Voting Leave.....	18

5.11 Unpaid Leave	18
5.12 Family & Medical Leave Act of 1993.....	18
5.13 Pregnancy Leave	19
5.14 Lactation	19
Employee Benefits	19
6.1 Insurance.....	19
6.2 COBRA	20
6.3 Fitness Reimbursement	20
6.4 Flexible Spending Account.....	20
6.5 Deferred Compensation Plan.....	20
6.6 Retirement	20
6.7 Employee Assistance Program.....	21
6.8 Length of Service Award	21
6.9 Employee Training	21
6.10 Tuition Reimbursement	21
Employee Policies	22
7.1 Job Vacancy & Recruitment	22
7.2 Job Posting	22
7.3 Promotion	22
7.4 Personnel Records	22
7.5 Probationary Period	23
7.6 Attendance.....	23
7.7 Personal Appearance	24
7.8 Housekeeping	25
7.9 Inclement Weather	25
7.10 Residence Requirement.....	25
7.11 Wage Garnishments.....	25
7.12 Outside Employment	25
7.13 Hiring of Relatives	26
7.14 Vehicle Policy	26
7.15 Notification of Arrests and Other Governmental Action.....	26
7.16 Electronic Communication.....	27
7.17 Communications and Social Media Policy	27

7.18 Voluntary Resignation.....	27
Occupational Safety and Health	28
8.1 Safety	28
8.2 Required Licenses and Clothing	28
8.3 Sexual Harassment.....	29
8.4 Drug and Alcohol Policy	29
8.5 Smoking and Tobacco Policy	29
8.6 Workplace Violence and Weapons Policy.....	30
8.7 Workplace Bullying	31
8.8 Security Camera Policy.....	32
Employee Conduct and Work Rules	32
Performance Appraisal.....	34
Grievance Procedures	34
Employee Ethics.....	35
12.1 Campaign Activities.....	35
12.2 Candidates for Office	35
12.3 Gift & In-Kind Contributions	35
12.4 Code of Ethics	35
12.5 General Employee Conduct and Ethical Behavior	36
12.6 Reporting Hotline.....	37
City of Ankeny Organizational Chart	38

Introduction

1.1 Purpose

The contents of this employee handbook are presented as a matter of information only. It is not a contract, express or implied. While the City of Ankeny believes wholeheartedly in the plans, policies, and procedures described here, they are not conditions of employment. The City reserves the right to delete from, add to and/or revise the employee handbook at any time without notice to the employee. Although the hope that your employment relationship with us will be long term, your employment is at will, meaning either you or the City of Ankeny may terminate this relationship at any time, for any reason, with or without notice, subject to the provisions of the Iowa Code, Chapter 400.

1.2 Who is covered by this handbook?

This employee handbook applies to all regular full-time and part-time employees as well as seasonal/temporary employees who work for the City of Ankeny. The City of Ankeny will mention from time to time, when a policy or practice may be the same or slightly different for employees who are working under contract terms, or employees working under a collective bargaining agreement. Whenever the policies, terms, conditions or language of this handbook are in conflict with those of a collective bargaining agreement or any other employment contract, the policies, terms, conditions and language of the collective bargaining agreement or employment contract supersede those of the handbook.

1.3 Civil Service

The Iowa Code identifies certain positions as civil service positions and the provisions of section 400.6 govern these positions. All full-time police officers, fire fighters, and appointive full-time employees are covered under Chapter 400 Civil Service. By definition of the section 400.6 of the Iowa Code, the following are not civil service positions in the City of Ankeny:

- The Mayor, City Council, persons appointed to fill vacancies, elective offices, members of Boards and Commissions, and clerk to the Civil Service Commission.
- The City Clerk, Deputy City Clerk, City Attorney, City Treasurer, City Engineer, and other professional city engineers licensed in this state.
- The City Manager and Assistant City Managers.
- The Chief of Police and the Fire Chief.
- The head and principal assistant of each department and the head of each division.
- The principal secretary to the City Manager and the principal secretary to each of the department heads.
- Employees of boards of trustees or commissions established pursuant to state law or city ordinances.
- Employees whose positions are funded by state or federal grants or other temporary revenues.
- All part-time or temporary/seasonal employees.

Seniority rights of employees shall be those set out in Chapter 400.12 of the Iowa Code.

1.4 History of the City of Ankeny

Located near the center of Polk County, the City of Ankeny is situated approximately six miles north of Des Moines on U.S. Highway 69, served by I-35 interchanging with I-80 four miles south of the city. John

Fletcher Ankeny and his wife, Sarah, acquired the 80-acres of land on which the town of Ankeny originally developed, on July 11, 1874. The following year, on April 19, Ankeny and his wife laid out the plan for the city, which bears their name, and recorded the plat three days later on April 22, 1875.

In the early days, there were no decent roads between Ankeny and Des Moines. Much of the land between the two towns was swampy, and in wet weather it was almost impossible to make the trip to Des Moines. A narrow-gauge railroad was completed from Des Moines through Ankeny to Ames in 1874. Passenger service was established on July 11, 1880, with the fare from Ankeny to Des Moines at 33 cents.

Ankeny was incorporated as a town on February 28, 1903, with a total incorporated area of one square mile. Seven years after its incorporation, the United States census indicated a population of 445 persons.

Telephone service was inaugurated in Ankeny in 1903, and electricity was made available to residents for the first time in 1907. Extensive electrical service was not generally available to residents until 1919, when the Central Light and Power Company was granted a franchise to operate a power plant in Ankeny. The first fire department was organized on a volunteer basis in 1909. The total firefighting equipment, at that time, consisted of 3 ladders and 24 galvanized pails.

In 1940, the Federal Government established an ordinance plant for the manufacture of ammunition on the site that is now occupied by the Iowa State University Research Farm and the John Deere Company. Due to the establishment of this plant, Ankeny's population growth experienced a rapid increase, which continued after the John Deere Company purchased the plant in October of 1947. Production of corn pickers began in the Deere plant in February of 1948 with 570 employees. Production later included harvesting equipment for corn, cotton, sugar beets and potatoes, along with grain dryers and self-propelled crop sprayers.

By 1950, the town had grown to a total of 1,229. In 1958, the first home delivery came to Ankeny via the United States Post Office. In 1961, Ankeny officially became a city. The number of residents living in Ankeny at this time was 2,964, more than double the 1950 total. In 1975, Ankeny celebrated its one-hundredth birthday with a population continuing to grow from a 1970 census of 9,151 to a 1980 census of 15,482. The City has experienced an approximate 5 percent annual population growth over the past decade with a 1990 census count of 18,482 to a 2000 census count of 27,117. A special census in 2005 recorded Ankeny's population at 36,161. The US Census Bureau released its 2008 population estimates which again show that Ankeny has had the largest increase in population in the state, growing by nearly 15,000 people between 2000 and 2008. The 2010 census reported a population of 45,582. Ankeny's 2014 special census reported a population of 54,598, making it the third largest city in the Des Moines Metro and eleventh largest in the state. A recent report issued by the US Census Bureau in 2016 stated Ankeny is the third fastest-growing city in the nation. The 2020 census reported a population of 67,887 making it the seventh largest city in the state. Ankeny's current population is estimated to be over 70,000.

We have a Mayor/Council form of government, with a City Manager. The City Council consists of the Mayor and five council members who are elected at large. The Council sets policy for the City, adopts ordinances and resolutions, approves the annual budget, and approves all expenditures. Day-to-day operations of the City are managed by the City Manager. The city employs approximately ~~650~~800 employees including ~~fulltime~~full-time, part-time, seasonal and temporary employees. A sports complex, two aquatic centers, public library, three fire stations, police station, senior community center and city hall provide residents with contemporary city facilities.

Ankeny has forty-six city parks and greenways, two 18-hole golf courses as well as a 9-hole country club course. A 120-acre youth sports complex was completed in 2002. Just west of Ankeny is Saylorville Lake, a 5,400-acre lake with recreational and camping facilities. Big Creek Lake, an 866-acre lake is just north of Ankeny. Both provide opportunities for hiking, boating, swimming, biking, camping and fishing.

The community's K-12 public education needs were historically met by just the Ankeny Community School District, the 7th largest district in the state. But due to rapid growth and new residential development, the community is also served by a smaller but growing North Polk Community School District. Both districts enjoy outstanding reputations in Iowa and the Midwest for exemplary and balanced programs designed to meet the needs of all students. Students routinely rank among the best in the state in music, sports and academics. Other private education options available are Ankeny Christian Academy and St. Luke The Evangelist Catholic School.

Ankeny is home to Des Moines Area Community College, the state's largest community college. Built in 1970, the DMACC campus is constructed on a 320-acre site and services an eleven-county area offering a wide variety of educational programs designed to meet the different interests, abilities and personal objectives of adults of all ages regardless of prior educational achievements.

Faith Baptist Bible College is located on a 40-acre campus in northwest Ankeny. FBBC is a private, co-educational, degree-grant undergraduate Baptist Bible College and offers Associate of Arts, Bachelor of Science, Bachelor of Arts, and Bachelor of Theology Degrees.

Ankeny has a long history of supporting businesses, both big and small, and fostering an environment where businesses can be successful and continue to grow in Ankeny. A cooperative spirit fostered public and private partnerships between the City and businesses that has resulted in attracting a number of prominent companies including, Kreg Tool, PowerPollen, Casey's Corporate Headquarters, John Deere Des Moines Works, Bayer, B&G Foods/Tone's Spices, Perishable Distributors of Iowa, Baker Group and several other prominent companies. As a community with over 70,000 residents, Ankeny is a major, full-service retail and service hub supporting the needs of residents while also drawing visitors of all ages from outside our community to visit Ankeny's national retailers, independent shops, unique dining establishments, abundant recreational opportunities and entertainment amenities.

Ankeny Regional Airport is located adjacent to Interstate 35 and one of the area's top business parks, Metro North. The airport features a 5,500-foot main runway and is among the fastest growing general aviation airports in the nation.

Definitions

Listed below are the definitions of some common terms found in this handbook:

Appeal — An application for review of an alleged grievance submitted or instituted by employees to a higher authority.

City — The City of Ankeny

City Employee — A person who is employed by the city and is compensated by salary or hourly wages. Not included are elected officials, appointed members of boards, contractors, and employees of contractors.

City Manager — Is the chief administrative officer of the City of Ankeny, appointed by the Mayor and City Council, who is responsible for the day to day operations of the city. The City Manager ensures that city policies are properly administered, and is the appointing authority for the city.

Civil Service Commission — A three-member commission, appointed by the Mayor and approved by the City Council, to oversee that the provisions of the Code of Iowa, Chapter 400 are followed.

Compensation — The salary, wage, allowances and other forms of similar consideration earned by or paid to you for working in a position.

Compensatory Time off — Time off from work instead of monetary pay for overtime worked.

Demotions — The movement of an employee to a job class having a lower maximum pay grade. A reclassification is not considered a demotion.

Discharge — The separation of an employee from city employment for cause.

Discrimination — A showing of bias or favoritism in treatment because of race, sex, age, color, ancestry, sexual orientation, gender identity, national origin, religion, physical handicap, etc.

Eligibility List — A list containing the names of individuals qualified for appointment to civil service positions.

Exempt Classification — A job not subject to the provisions of the Fair Labor Standards Act with respect to minimum wages and overtime. Management and professional classifications are considered exempt.

Grievance — A formal written complaint by a city employee through proper administrative channels alleging that their employment or productivity has been adversely affected by unfair treatment, unsafe or unhealthy working conditions, inaccurate application of Ankeny's policies or procedures, or unlawful discrimination.

Human Resources Director — The individual designated to establish and administer on a daily basis the city's personnel management procedures in accordance with policies established by the City Manager, Mayor, and Council.

Leave — An approved absence from work as provided for by personnel policies and the employee handbook.

Outside Employment — Employment of any kind engaged in by a city employee for which compensation is received from a source other than the City of Ankeny.

Overtime — Authorized time worked by an employee in excess of regular work schedule as provided for in the Fair Labor Standards Act.

Pay Plan — The official pay schedule approved by the City Council. The plan assigns a rate of pay to each class, such as a pay range.

Promotion — Any movement of an employee from a position in one class to a position in another class having a higher pay grade. Reclassifications are not considered a promotion.

Regular Full-time Employee — An employee who normally works a minimum of 40 hours per week. Anyone who is considered regular full-time is eligible to enroll and participate in the city's benefit programs.

Regular Part-time Employee — An employee who is regularly scheduled to work year-round, with a minimum of 20 hours but less than 40 hours worked per week. Eligible for paid leave benefits on a prorated basis. May qualify for health insurance under the Affordable Care Act. This excludes temporary/seasonal employees. (Revised 1-1-98)

Retirement — The separation of an employee from the service of the city who is eligible for and receives benefits from a recognized retirement system.

Seasonal/Temporary Employee — An employee who may work full- or part-time during one or more seasons. May qualify for health insurance under the Affordable Care Act.

Sexual Harassment — Unwelcome sexual advances, requests for sexual favors, and/or all other verbal or physical conduct of a sexual or otherwise offensive nature where (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment, (2) submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting the individual, and/or (3) such conduct has the purpose or effect of unreasonably creating an intimidating, hostile, or offensive working environment.

Termination — The separation of an employee from the service of the city; including death, rejection, discharge, layoff, resignation or retirement. The termination date will be the last working day of the employee, unless otherwise determined by the City Manager.

Transfer — The movement of an employee from one position to another. This could be within the same job classification or in a different classification.

Vacancy — A position duly created and not abolished which is not currently occupied by an employee.

Equal Employment Opportunity (EEO) and Affirmative Action

The City of Ankeny is an equal opportunity employer and is committed to fair and equal treatment of all employees without regard to race, color, age, religion, sex, sexual orientation, gender identity, ancestry, national origin, or handicap that does not interfere with job performance with reasonable accommodation.

The City is committed to administer all personnel actions in compliance with federal and state regulations. The City refrains from using policies that discriminate in such matters as employment, promotion, demotion, transfer, compensation, benefits, training and education. The City's policies also prohibit sexual harassment of any kind. If any employee feels discriminated against or harassed, they should direct their problem either to their immediate supervisor or to human resources. All complaints will be investigated and resolved promptly. The confidence of the employees involved will be maintained to the extent possible.

The City will comply with all federal and state regulations regarding affirmative action.

Compensation

4.1 Pay Plan

The City seeks to balance the need to be prudent with public funds and the compensation needs of its employees. The city competes for a talented dedicated workforce in the same labor market as private sector employers. Accordingly, the City frequently assesses the labor market in order to determine the

competitiveness of your pay plan. Most likely the City will not be the highest paying employer in the area. However, we do offer a competitive total compensation package and a work environment where you can feel good about your contribution to improving the community where you live.

Each job classification shall be assigned to the appropriate salary range. Newly appointed employees will normally start at the minimum rate of pay in the range. Generally, step increases in pay will occur at the beginning of each fiscal year.

4.2 Job Classification

The job classification plan shall consist of the various classification titles as approved by the City Council. The plan shall be administered by the City Manager to ensure that the job class specifications are accurate and current.

All employees are designated as either non-exempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and the employee's employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the City of Ankeny.

Non-exempt employees – are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt for the law's requirements concerning minimum wage and overtime.

Exempt employees – are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the US Department of Labor.

4.3 Pay Periods

Payday is every other Friday (bi-weekly). If payday falls on a holiday, you will be paid prior to the holiday. Your pay period will begin on Monday and end on the Sunday prior to the Friday pay date.

The city provides a variety of benefits to regular full-time employees. The city provides certain paid leave benefits on a prorated basis to regular part-time employees. These benefits are part of the total city compensation package. Brochures concerning benefits are available from the Human Resources Department.

4.4 Payroll Deductions/Direct Deposit

The City of Ankeny offers a wide variety of payroll deduction options to include:

- Deferred Compensation (457 Plan)
- Group Medical, Dental, Life and Long-term Disability Insurance
- Medical and Dependent Care Flexible Spending Accounts (125 Plan)
- Voluntary Life Insurance and other employer sponsored voluntary benefits
- Charitable Organizations (United Way, Iowa Shares)

The direct deposit of payroll checks is also provided and encouraged. All new employees are required to sign up for direct deposit. An employee may divide their check among three depositories and/or accounts for same day ACH deposit. - [Contact the Human Resources Department for additional information on direct deposit.](#)

~~Contact the Human Resources Department for additional information on direct deposit.~~ If, for some reason, an overpayment of wages occurs, employees will be given the option of paying back the amount overpaid in a lump sum, or they may elect to pay the overpayment back over a series of payrolls mutually agreed upon.

4.5 Longevity Pay

The city will contribute the following amounts to your salary for full time employees depending on your years of service.

Longevity Schedule (Continuous Service)	Additional Per Year Amount	Total Yearly Amount
after 5 years	\$500	\$500
after 10 years	\$500	\$1,000
after 15 years	\$500	\$1,500
after 20 years	\$500	\$2,000
after 25 years	\$500	\$2,500

4.6 Hours of Work

All employees shall be scheduled to work on a regular work schedule and shall have a regular starting and quitting time. ~~Generally, a regular workweek consists of eight hours per day, five days a week.~~ All full-time employees shall work a forty (40) hour workweek but schedules may be flexible or vary depending on the position. For some personnel a workweek may consist of a variety of work schedules such as 24 hour shifts in the fire department and 9 hour shifts in the police department. The workweek covers seven consecutive days beginning on Monday and ending on Sunday. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. Employees whose shift starts one day and ends the next will have the hours counted on the day the shift began.

You are expected to be at your work place in accordance with approved hours of work, holidays and leaves. All non-exempt employees must record their working time and nonworking time in the appropriate time keeping system. Employees may not punch other employees in/out without prior approval from a supervisor. The time keeping system rounds punches to the nearest quarter hour, therefore you should not punch in more than seven (7) minutes prior to your scheduled start time to prevent unauthorized overtime. Employees are expected to be engaged in carrying out their duties during all scheduled work time and should be ready to begin working at their scheduled starting time.

Lunch Hours: Your supervisor will advise you of your assigned time as the city must maintain adequate work coverage. Each employee shall be allowed an unpaid lunch period when working eight (8) hours or more per day, which shall generally be scheduled in the middle of the work shift. Lunch periods shall be scheduled by the department supervisor, who will give appropriate consideration to department needs and regulations. Such periods will not be more than one (1) hour nor less than thirty (30) minutes.

Work Breaks: Each employee may take a 15-minute rest break for every four hours worked. The direct supervisor is responsible for determining when and where employees take rest breaks.

Rest break time does not accrue; if unused it is lost. You may not save your break times to extend a lunch

period or leave work early.

4.7 Overtime & Compensatory Time

All employees are expected to work overtime when necessary. If you are a non-exempt employee and work in excess of forty hours in any workweek, you will be paid either cash or compensatory time at a rate of time and one-half. Employees engaged in fire protection or law enforcement may have different work periods and their overtime shall be compensated in accordance with Section 7(k) of the Fair Labor Standards Act.

Full-time employees who are required to work on a Sunday that is outside of the regular Monday-Friday work schedule, will be paid either cash or compensatory time at the rate of double-time.

Full-time employees who are scheduled or called to work outside their regularly scheduled shift, will be paid a minimum of two (2) hours cash or compensatory time at the rate of time and one-half, regardless of the amount of time actually required to perform the task(s) assigned.

Full-time employees who are scheduled or called to work outside but contiguous to their regularly scheduled shift, will be paid for the actual hours worked in cash or compensatory time at the rate of time and one-half for those hours that exceed the regular shift.

For purposes of computing overtime hours, all hours for which the employee actually works, as well as all approved paid leave, including sick leave, shall be considered as hours worked.

Fire fighters and police officers covered under the collective bargaining agreements are excluded from earning compensatory time.

If you elect compensatory time, you will be allowed to be compensated with comp time up to a maximum of eighty (80) hours per fiscal year. All accumulated compensatory time not taken by the end of the fiscal year will be paid. Compensatory time may be used in increments of one-quarter hour and will be scheduled mutually by the Employer and the Employee.

Exempt employees are eligible to receive administrative time for excess hours worked. The intent of administrative time is not to provide hour for hour time off, but rather to allow management the flexibility to recognize employees who work extra time to provide services.

4.8 Standby Pay

Standby pay only applies to eligible employees working in the Municipal Utilities department. An employee designated to be in standby status is responsible for keeping the Employer aware of their whereabouts and shall be accessible by telephone. The Employer may establish reasonable reporting time and procedures for implementation of this section. An employee in standby status shall receive \$10 per day for each day on standby.

Leave Benefits: with and without pay

5.1 Paid Holidays

The following days shall be recognized and observed by regular full-time and regular part-time employees as paid holidays:

- New Year's Day

- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday following Thanksgiving
- One additional day either before or after Christmas Day (see below)
- Christmas Day

Employees shall be eligible for holiday pay provided they work the last scheduled working day before and the next scheduled working day following the holiday, or provided they are on approved leave (either paid or unpaid) for those same days. In approving leave around a holiday, directors/division heads must ensure adequate personnel are on-duty to conduct departmental business.

If the holiday falls on a Saturday, the Friday before the holiday will be observed, and if the holiday falls on a Sunday, the Monday after the holiday will be observed. When Christmas falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the legal holiday observance, the preceding workday shall also be observed as a holiday. When Christmas falls on Sunday, Monday, or Thursday, in addition to the legal holiday observance, the following workday shall also be observed as a holiday.

Non-exempt employees who are required to work on any of the holidays listed above, shall be paid double time for all hours worked on the holiday, or compensatory time off at the rate of two (2) hours for each hour worked, in addition to the regular holiday pay.

If you are on a paid leave of absence, and the holiday occurs during your leave, the holiday will not be counted as part of that leave of absence.

Fire department personnel working 24-hour shifts will not receive paid holidays, but will be expected to work all official holidays that fall upon their regular shift day unless authorized in advance to use other paid leave time on that day. If an Employee's regular work schedule includes a holiday, they shall be paid time and one-half (1 ½) for each hour worked on the holiday. If an Employee volunteers or is required to work a holiday that is not a part of their regular work shift, they shall receive double time (2) in lieu of time and one-half (1 ½).

The holiday work rate of pay shall start at the beginning of the shift on the day of the actual holiday and continue for 24 hours until the end of the shift on the next day. The one additional day at Christmas will be designated as Christmas Eve Day. The actual calendar day the holiday falls will be the recognized day to receive the premium pay. This also applies to part-time paid on call firefighters who work on a holiday.

5.2 Paid Vacation Leave

All regular full-time employees are granted vacation based on the following schedule*:

Length of Service	Accrual
0-4 years	80 hours per year

5-9 years	120 hours per year
10-14 years	160 hours per year
15-24 years	200 hours per year
25+ years	240 hours per year

* Vacation schedules for employees covered by union contracts are found therein.

Regular part time employees are granted vacation that is prorated on the basis of their regularly scheduled hours within the two week (80 hours) pay period. For example, a part-time employee that is regularly scheduled to work 40 hours within the two-week pay period would receive 50% of the leave benefit provided to a comparable full-time employee; 60 hours 75%, 64 hours 80% and so on. (Approved July 1, 2001)

Fire department personnel working a 24-hour shift will accrue vacation at the rate of 1.4 times the hours accrued for personnel working an 8-hour shift. Police department personnel working a 9-hour shift will accrue vacation at the rate of 45 hours per week instead of 40 hours per week. You will not accrue additional vacation until you have completed twelve (12) consecutive calendar months of service.

Your immediate supervisor needs to approve all vacation leaves in advance. All employees should take a minimum of one week of their accumulated vacation as a full week. All remaining accumulated vacation may be used in one (1) hour increments, unless prior approval is granted for a smaller amount.

If one of the paid holidays occurs during your vacation, the holiday will not be counted as part of your vacation time.

An Employee will automatically carry-over any remaining vacation up to the annual accrual as long as the balance does not exceed two times the annual accrual. For example, if you earn 80 hours of vacation and don't use it, you may carry-over the 80 hours and earn your new 80 hours for a balance of two times your annual accrual. The city does not make cash payments in lieu of not taking a paid vacation, unless you are under a specific contract or agreement that would allow this. One exception to this rule is that if you have declared a bona fide retirement date, after your last annual vacation accrual you may choose a one-time cash payout of your accrued vacation leave prior to your retirement date.

An Employee, who is laid off, discharged, resigns, or separates from the service of the Employer or dies, shall be compensated in cash for unused vacation they have earned at the time of such layoff, discharge, resignation, separation or death provided they have successfully completed their probationary period and have given a minimum of two weeks written notice.

An employee who has completed at least 20 years of service with the City of Ankeny or who is taking a bona fide retirement from IPERS or MFPRSI shall be compensated for their unused vacation balance by placing this payout amount into a Retirement Health Savings Plan (RHS Plan) to be used for post-retiree health care expenses and/or premiums.

Accrued vacation time may not be used to satisfy the two week minimum termination notice requirement, unless waived under special circumstances by the City Manager. All unused vacation will be paid in lump sum on the employee's last paycheck. An employee's termination date will be their last working day.

Under certain circumstances, the City Manager may approve an exception to the above policy. The department director may request approval for the use of the employee's unused vacation to extend the termination date of the employee beyond their last working day so long as all of the following conditions

are met:

- The extended period is for no more than two weeks
- While the employee is “on vacation” they may not accrue any additional vacation time by passing their anniversary date
- Extending the termination date does not cost an additional full month of insurance coverage to the City

5.3 Paid Personal Leave

The city provides paid personal leave to regular full-time and regular part-time employees.

Each year on July 1, each regular full-time employee shall receive 32 hours of personal leave. Eligible Employees hired between July 1 and October 1 shall receive 32 hours of personal leave. Eligible Employees hired after October 1 but prior to January 1 shall receive 24 hours of personal leave. Eligible Employees hired after January 1 but prior to April 1 shall receive 16 hours of personal leave. This personal leave must be used on or before June 30th of the following year. Regular part-time employees will receive a prorated amount on the basis of their regularly scheduled hours within the two week (80 hours) pay period. Certain groups of employees may receive a differing amount of personal leave based on a contract or agreement.

Fire department personnel working a 24-hour shift shall receive 96 hours of personal leave. Police department personnel working a 9-hour shift shall receive 36 hours of personal leave. Personal leave does not accumulate from one year to the next.

Personal leave may be taken in one-hour increments, unless prior approval is granted.

Your immediate supervisor needs to approve personal leave requests.

Personal leave is not paid out at time of separation. You must use it prior to your last working day or you lose it.

5.4 Paid Sick Leave

As a regular full-time employee, you will accrue sick leave on the first pay period of each month at the rate of 8 hours per month after the first 30 days of employment. Total accumulation cannot exceed 1,600 hours. Regular part-time employees will receive a prorated amount on the basis of their regularly scheduled hours within the two week (80 hours) pay period. Fire department personnel who work a 24-hour shift will accrue sick leave at the rate of 1.4 times the hours accrued for personnel working an 8-hour shift.

You may take sick leave for medical or dental appointments during working hours, which may be used in units of 1/4 hour. You shall notify your immediate supervisor prior to your regular scheduled reporting time if you are going to be absent. Your supervisor may require a doctor’s excuse if there is reason to believe an abuse of sick leave is occurring or if you are absent for more than three consecutive days. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal. If you are sick on a holiday or scheduled vacation, that time will not be charged as sick leave used.

You can use up to 40 hours per calendar year to care for the health or medical needs of immediate family. Fire personnel working 24-hour shifts can use up to 72 hours per calendar year. In the event of a catastrophic illness or injury, where the immediate family member’s life is at risk, an additional 80 hours

of sick leave may be granted by the City Manager. For purposes of sick leave usage, immediate family is defined as spouse, child, step-child, parent or step-parent.

Regular full-time and part-time employees who have an illness or injury off the job may request a temporary modified work assignment. Please notify your supervisor and Human Resources to discuss if light-duty work is available. Temporary modified work is always dependent upon individual circumstances.

You can use up to 80 hours of sick leave in connection with the birth of your child, to assist your spouse in recovering from childbirth, or for the placement of a child for adoption or foster care. Parental leave must be used within 120 calendar days immediately following the birth or placement of the child. Parental leave will be treated as FMLA leave and counted against the FMLA leave entitlement.

Upon an employee's separation of service in good standing, an employee who has completed at least 20 years of service with the City or who is taking a bona fide retirement from IPERS or MFPRSI shall be paid 25% of their sick leave balance, up to a maximum of 400 hours. This compensation shall be placed into a Retirement Health Savings Plan (RHS Plan) to be used for post-retiree health care expenses and/or premiums. There shall be no payout of any sick leave balance for employees who involuntarily terminate or resign in lieu of termination.

5.5 Donated Leave Policy

The City of Ankeny recognizes that an employee or immediate family member may suffer from a catastrophic illness or injury resulting in circumstances where the employee lacks sufficient paid leave time to care for themselves or a family member. The City will allow employees an opportunity to donate accumulated leave to an employee who has exhausted all forms of paid leave for which the employee was eligible. This policy is strictly voluntary and for the sole purpose to assist employees who have a personal or family catastrophic illness or injury. An employee may not directly or indirectly intimidate, threaten, or coerce any other employee or interfere with any right that employee may have with respect to donating, receiving, or using available leave. Such acts of coercion will be the basis for taking disciplinary actions. The City Manager has the authority to grant exceptions to this policy by modifying or waiving any provision pertaining to eligibility or procedure. This will only be given consideration upon a joint recommendation by the appropriate department director and Human Resources Director. [Donated Leave Policy](#)

5.6 Paid Injury Leave

All employees can receive paid injury leave when they incur an injury or occupational disease that occurred while performing work duties. During the leave, the city pays you your full wage or salary less any amounts paid to you by worker's compensation insurance for lost time. The waiting period of three days will be compensated to employee and charged to accrued sick leave. The portion compensated by the city shall be calculated and charged to accrued sick leave. Temporary employees incurring an injury will be paid to the end of their shift that day.

If you should be injured on the job, notify your supervisor immediately, then you and your supervisor must contact Company Nurse at 1-888-770-0928 to report the injury and receive treatment information. Your supervisor will complete the Employer Investigation Report and submit that to Human Resources. Job-related injuries are covered under the provisions of Worker's Compensation. Please refer to this document for [questions related to worker's compensation](#).

The City has a designated clinic as its worker's compensation authorized treating clinic as provided by law

under Iowa Code Chapter 85.39. Employees with a work-related illness or injury will be required to have their initial evaluation with this clinic. If appropriate, and with prior approval from the work comp carrier, the designated clinic may make referrals to other specialists.

If an employee decides to go to another provider without the referral from the authorized treating clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless seen by the authorized treating clinic.

~~The city also has a return to work program to provide guidelines for employees injured on the job who are unable to return to their regular job classification upon returning to work. It is the policy of the City of Ankeny to provide temporary modified work, if available at the earliest possible date following an injury or illness, for employees who are unable to return to their regular job classifications. This policy is to complement the procedures applicable to employees eligible for reasonable accommodation or covered under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA).~~ [Return to Work Policy](#)

Employees covered by the Municipal Fire and Police Retirement System (MFPRSI) are exempt from workers' compensation benefits. The above procedures still apply to this group of employees; however, the City will pay the regular wages of the employee who is injured on the job and unable to work due to a temporary disability. Permanent disabilities are paid by the MFPRSI under Chapter 411 of the Iowa Code.

5.7 Military Leave

All employees who are members of a reserve force of the United States or of the state shall be granted a leave of absence when ordered to attend a training program or perform other duties under the supervision of the United States or this state. Any employee who enters into active service in the Armed Forces of the United States while in the service of the City of Ankeny shall be granted a leave of absence for the period of military service. [Iowa Code Chapter 29A](#)

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

However, where the employee's military duty is for a period of thirty (30) days or more, military leave is required for all days that the employee is performing military service.

Military leave that exceeds the 30-day per calendar year allotment may be taken with pay if the employee chooses to use vacation, personal, PTO, and/or compensatory time or without pay at the request of the employee.

Copies of your orders are required to be given to your department director or designee at least ten working days prior to reporting for duty whenever possible. If the military orders require reporting to duty sooner than ten working days' notice, the employee will provide a copy of the orders as soon as they are received by the employee.

5.8 Family Death Leave

If you are a regular full-time or regular part-time employee and there is a death in your immediate family defined as spouse, child, parent, step-parent, step-child, father-in-law or mother-in-law, you may take up to five working days off without loss of pay. Fire personnel working 24-hour shifts may take two shifts off without loss of pay for immediate family. For other family members defined as brother, step/half-brother, brother-in-law, sister, step/half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, step-grandchild, grandparent or grandparent of a spouse, you may take up to three working days off without loss of pay. Fire personnel working 24-hour shifts may take one shift off without loss of pay for other family members. This provision also includes leave for miscarriages and stillbirths.

5.9 Jury Duty

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

5.10 Voting Leave

All city employees are entitled to vote in an election. However, if you do not have three consecutive hours of non-work time in the period between the opening and closing of the polls, you are entitled to limited paid time off to go vote. Notice must be given to the employee's supervisor prior to taking leave.

5.11 Unpaid Leave

Regular full-time and regular part-time employees may ask their department director for leave without pay after six months of service with the City of Ankeny. The request shall be submitted in writing indicating the reason and length of time of absence. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible. The Human Resources Director along with the department director shall grant or deny the leave taking into consideration the division's work units, work load and the Employee's request. Unpaid leave prior to six months of employment will be determined on a case by case basis by the department director and the Human Resources Director.

5.12 Family & Medical Leave Act of 1993

In accordance with the Family and Medical Leave Act of 1993 it is the policy of the city to grant up to 12 workweeks of family and medical leave during a 12-month period to eligible employees. Medical leave necessitated by pregnancy shall be allowed to eligible employees pursuant to the provisions of federal and state law.

To be eligible for Family and Medical Leave, the employee must:

- have been employed by the city for at least 12 months, and
- have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

The employee must submit a Request for Family/Medical Leave and be taking the leave for one or more of the following reasons:

- the birth of the employee's child and in order to care for that child.
- the placement of a child with the employee for adoption or foster care and to care for the newly placed child.

- to care for a spouse, child, or parent with a serious health condition;
- for the employee's own serious health condition that makes the employee unable to perform the functions of their position.
- Qualifying exigency leave for families of members of the Armed Forces when the covered military member is on active duty or called to active duty in support of a contingency operation to a foreign country or international waters. This includes the employee's spouse, son, daughter, or parent.
- Military caregiver leave (also known as covered servicemember leave) to care for an ill or injured servicemember.

The leave may be paid, unpaid, or a combination of paid and unpaid depending on the circumstances as specified:

- Birth of child - An employee taking leave for the birth of a child must use paid sick leave if available for physical recovery following childbirth (typically six weeks). A doctor's note will be required for the period of physical recovery. The employee must then use all other paid leave, and then will be eligible for unpaid leave for the remainder of the 12 weeks.
- Care for newborn child after birth, adoption, or foster care - An employee taking leave to care for a child after birth, adoption, or foster care may use up to 40 hours of sick leave if available (in accordance with the Employee Handbook 5.4) and then all other paid leave prior to being eligible for unpaid leave.
- Serious health condition - An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a spouse, child, or parent must first use sick leave (in accordance with the Employee Handbook 5.4) then all other paid leave prior to being eligible for unpaid leave.
- Other authorized leave - If the employee has accrued paid leave the employee must use paid leave first and take the remainder of the twelve weeks as unpaid leave.

For leaves taken because of the employee's or a covered family member's serious health condition, the employee may be required to submit a completed "Physician or Practitioner Certification" form and return the certification to the Human Resources Department. [Family Medical Leave Act Policy](#)

5.13 Pregnancy Leave

Employees not eligible for FMLA leave who are temporarily disabled because of pregnancy or related medical conditions are entitled to unpaid leave for the period of temporary disability or for 8 weeks, whichever is less.

5.14 Lactation

The City of Ankeny will provide reasonable break time for an employee to express breast milk for a nursing child for 1 year after the child's birth. The City will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The frequency of breaks needed to express milk as well as the duration of each break will likely vary, and the employee must communicate with their supervisor regarding the timing of breaks.

Employee Benefits

6.1 Insurance

The group insurance program the city provides for regular full-time employees and their families is one of

the most attractive programs available. The program is constantly being reviewed to provide a cost-effective foundation upon which you can build the security and well-being required for you and your family. The following is a brief outline of the coverage provided:

- Medical
- Dental
- Life Insurance
- Long-term Disability Insurance
- Voluntary Life Insurance
- Voluntary Vision Discount Program
- Other voluntary insurance products

Please contact the Human Resources Department for more information on insurance.

6.2 COBRA

By law the city must offer continuation of health coverage to employees and dependents under certain termination-of-employment situations.

Please contact the Human Resources Department for a summary of your rights and obligations under the law.

6.3 Fitness Reimbursement

To encourage the physical wellness of our employees the City offers a \$18/month fitness reimbursement to all full time and regular part-time employees for wellness activities. This amount may differ for employees covered by a collective bargaining agreement. Please contact the Human Resources Department for more information on this reimbursement.

6.4 Flexible Spending Account

Regular full-time and regular part-time employees (who qualify for health insurance under the Affordable Care Act) are eligible to participate in the City's Section 125 Flexible Benefit Cafeteria Plan. As a part of the City's Section 125 plan, any premiums you pay for medical or dental insurance will be deducted from your paycheck on a pretax basis.

Eligible full-time employees may also contribute pretax dollars to a flexible spending account to pay medical costs not covered by insurance and/or dependent care expenses. The Human Resources Department will distribute more information prior to the beginning of each plan year.

6.5 Deferred Compensation Plan

The City of Ankeny provides a deferred compensation plan for regular full-time and regular part-time employees. Employees may defer, or set aside, a portion of their paycheck and delay paying federal and state taxes on that amount, usually until they retire. Details on the plan and other various investment options are available from the Human Resources Department.

6.6 Retirement

The retirement program for all regular full-time, part-time, and certain seasonal/temporary employees (except full-time police officers and fire fighters) is the Iowa Public Employees' Retirement System (IPERS).

For full-time police officers and fire fighters the retirement system is the Municipal Fire and Police Retirement System of Iowa (MFPRSI). Detailed information about both systems is available from the Human Resources Department.

6.7 Employee Assistance Program

With the hectic pace of our daily lives, we encounter a variety of problems at home, work or other life areas. It is not uncommon to experience marital, emotional, legal, alcohol/drug, financial, family or a wide variety of other problems. Generally, we are able to deal on our own with the stressors of everyday living; however, in some situations outside help may be welcome. Regardless of the type of problems, help is available through the Employee Assistance Program (EAP).

EAP's service is offered as a benefit to all employees and family members within our organization. Initial counseling and referral services are confidential and at no cost. Counselors are available 24-hours a day, 7-days a week. If problems do arise, the employee assistance program can help. If you need it, please use it. Refer to your benefits booklet for contact information.

6.8 Length of Service Award

The City appreciates and recognizes the importance of your continuing service with the city. All regular full-time and part-time employees will be presented a Service Award commemorating your service after your 5th, 10th, 15th, 20th, 25th and 30th years of employment with the city.

6.9 Employee Training

The City of Ankeny encourages its employees to attend conferences, seminars and training sessions of benefit to the employee in enhancing job performance, skills and knowledge. A request for approval to attend conferences, seminars or training sessions must be submitted on the proper forms and signed by the department director. For a detailed description of policies and procedures on employee training and travel, refer to the [Travel and Training Policy](#).

6.10 Tuition Reimbursement

The City of Ankeny encourages regular full-time employees to improve their knowledge, abilities and skills. Tuition reimbursement shall be limited to \$1,200 per fiscal year, for courses which directly relate to the employee's current position or which are a part of a program leading to an associate degree, a bachelor's degree or a graduate degree in a field which is related to the employee's current position or a position which the employee may have a reasonable expectation of being promoted to while employed with the City. In order to be eligible for tuition reimbursement each employee is subject to the following requirements:

- The employee must be a non-probationary full-time employee.
- The employee must submit the "Application for Course Approval and Tuition Reimbursement" form, before enrolling, to the department director and City Manager for approval.
- The course shall directly relate to the employee's current position or position in which the employee would have a reasonable expectation of being promoted to; or any course, including outside-the-major electives, required for a degree or certificate in a field either directly related to the employee's current duties or a field in which the employee would have a reasonable expectation of being promoted to while employed by the City.
- The employee must submit a statement of the tuition charges and proof of payment that the

employee paid for the tuition or is going to pay back through a student loan. Tuition that is paid from other sources, therefore not an expense to the employee, are not eligible for reimbursement.

- The employee must submit course completion with a grade of a C or better. When an institution provides a course on a pass/fail option only, the City will honor a “pass” grade.
- Courses are to be completed during non-working hours unless prior approval is given by the department director and the City Manager.
- The employee must attend a college, university, trade school, business school or other institution which meets the requirements of an accrediting association recognized by the U.S. Department of Education.
- The employee must agree to remain employed by the City for an additional one (1) year after the course has been completed, or shall refund tuition payments to the City on a prorated basis for the months not worked.

Employee Policies

7.1 Job Vacancy & Recruitment

The City of Ankeny recruits the most qualified persons regardless of race, sex, sexual orientation, gender identity, color, religion, age, ancestry, national origin or handicap (provided such handicap does not interfere with job performance with reasonable accommodations). The City will not hire relatives of regular full-time or part-time employees when employment would result in an employee being in a position supervised by a relative. A more detailed description of the policy on hiring of relatives is found in paragraph 7.13 Hiring of Relatives.

The Human Resources Director, in consultation with the City Manager, and department directors, determines whether each job classification is an open or promotional vacancy. Typically, promotional job classifications are those in which employees in a lower classification would gain the experience to qualify. Vacancies in civil service promotional grades are filled primarily by a promotion or transfer of a qualified civil service employee. Vacancies in civil service open positions eventually are filled by qualified persons either within or outside city employment.

7.2 Job Posting

The City of Ankeny, in its employment efforts, will post a job announcement on the public bulletin board; on the city website; and online with ~~local newspapers~~job boards and trade and professional websites if applicable. The recruitment of civil service positions will follow the Code of Iowa section 400.

7.3 Promotion

Promotion is another process of selection for staffing and is concerned with filling positions from among persons already in the service. A promotion represents the advancement of an employee in terms of a higher paid job, with increased responsibilities, greater skill and advanced status or prestige. The promotion policy concerns itself with that aspect of developing a plan to ensure management that the best talent in the organization can render even greater service, and that employees are aware of the avenues open to them and the extent to which advancement will be governed by work performance. Promotion procedures will follow the Code of Iowa section 400.9.

7.4 Personnel Records

The city keeps a separate, confidential file for each employee that includes the employment application, experience records, and other pertinent information. These files are used to provide information for payroll deductions, determine eligibility for benefit programs, pay increases, and other personnel related matters.

All information is kept confidential, with only authorized personnel having access to it.

You may review your file to examine the contents. You must do this in the Human Resources Department in the presence of the Human Resources Director in order to preserve the security of your information. You may not remove any item from the file.

We would appreciate your help in keeping your records up to date. Please contact Human Resources if you have any change in the following:

- Name
- Address / phone number
- Marital status
- Beneficiaries
- Dependents
- Persons to be notified in the event of an emergency

Iowa law governs the access to City of Ankeny records and information. Please refer to Chapter 22 (Open Records) of the Iowa Code for guidance on this matter.

7.5 Probationary Period

Your first six months of employment are a time for both of us to get to know one another. If during the probationary period it is determined that you do not fulfill the requirements of your employment, you will be terminated.

Exceptions: All new police officers shall be subject to a nine-month probationary period following certification from the law enforcement academy. If a new employee has already been certified at the time of hire, their probationary period shall be nine months from date of hire. The probationary period for full time Firefighter/Paramedic and Firefighter/EMT is one year.

7.6 Attendance

Paid time off (vacation, personal, etc.) must be scheduled with the employee's supervisor in advance. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off. Absences due to illness or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

If any employee is absent because of an illness for more than three (3) or more consecutive days, their supervisor may request that the employee provide written documentation from the attending physician as to the reason for the absence and must advise Human Resources of the absence. The employee is required to provide written documentation from a doctor stating they are able to resume normal work duties before the employee will be allowed to return to work. Employees are responsible for any charges

made by their doctors for this documentation.

Not reporting to work or not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no-call/no-show will result in a written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no-call/no-show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.

7.7 Personal Appearance

It is the policy of City of Ankeny that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation. Radical departures from conventional dress or personal grooming are not permitted, regardless of the nature of the job performed. Every employee has some contact with others, and therefore represents the City of Ankeny in their appearance as well as by their actions. Quality service to the public includes the clean and professional appearance of the people who provide those services. All employees' clothing should be professional and appropriate to the work performed, as set forth in these policies, and determined by each department director. The properly attired employee helps to create a favorable image for the City of Ankeny. The following guidelines should be followed by all employees; however, nothing in this policy prohibits a department director from establishing a more stringent dress code for their office or department.

- Employees are expected to dress in a manner that conforms to each department's dress code, and is normally acceptable in their work area.
- All employees must maintain a clean, well-kept appearance.
- Clothing must be clean, well-maintained and fit properly. Tight fitting, over-sized, torn, and revealing or provocative clothing is considered unacceptable. Certain articles of clothing such as miniskirts, halter tops, sweatpants, wind pants and pajama pants will be considered inappropriate work attire for all employees. Jeans that are not ripped, tattered or worn-out may be worn on designated casual days as determined by the department director.
- Closed-toe protective shoes and stockings/socks must be worn by certain departments and in certain work areas due to OSHA safety & health regulations. Personal protective equipment should be used if applicable to the work situation.
- Perfume/colognes, nail polish, jewelry and cosmetics should be used with appropriate taste.
- Hair should be clean, combed and neatly trimmed or arranged. Shaggy unkempt hair is not permissible regardless of length.
- Sideburns, moustaches and beards should be neatly trimmed. Eccentric styles of facial hair will not be permitted.
- Tattoos and body piercings (other than earrings) should not be visible if there is a complaint filed by an employee or a member of the public. The complaint must be investigated by the Human Resources Director and result in a "founded" conclusion. A "founded" conclusion is one in which it is determined that the tattoo or body piercings are unsafe, disruptive, offensive or otherwise inappropriate when considering the circumstances, job duties and work environment.
- Specific departmental policies and procedures may be more restrictive than this policy.

Department directors are responsible for enforcing this policy and for defining "appropriate" as necessary. Supervisors have the authority to ask employees to make changes, for example, removing a jewelry item,

tying hair back, or requiring employees to go home and return in proper attire. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

Any prescribed and issued uniform or approved attire must be worn in its entirety while on duty. Uniforms must be clean, pressed and neatly maintained. Uniforms may be worn only while on-duty or while traveling to and from work.

7.8 Housekeeping

It is important that your work area is neat and clean. We need your cooperation in meeting the city objective of making the work place a pleasant and safe working environment.

7.9 Inclement Weather

Because we serve the citizens of Ankeny, the City will remain open during normal hours even in cases of severe weather. In extreme circumstances, if the City Manager announces by public broadcast that city offices are closed, then only persons designated as "essential personnel" need to report to work. Employees considered "essential personnel" will be notified by their supervisor if they are required to report to work. Employees who are directed by city administration not to report to work or to leave work because of severe weather will be compensated at their regular base pay rate.

~~All leave or absences due to inclement weather shall be unpaid unless the employee elects to take available vacation, compensatory time, or personal leave with approval of the supervisor (and in accordance with the bargaining agreements, where applicable).~~ Employees who, because of severe inclement weather, report to work late after having made an earnest effort to report on time, have supervisory approval not to report to work, or have supervisory approval to leave work before the end of the workday, will be allowed to make up for lost time or may elect to use vacation, personal, compensatory time, or leave without pay. Employees who choose to make up the time must do so within the week the time was lost. All makeup time will be scheduled by the supervisor.

7.10 Residence Requirement

In the spirit of Section 400.17 of the Iowa Code, the City of Ankeny does not require its employees to be residents of the city. Nevertheless, the City of Ankeny may require that certain critical employees reside within a distance outside the city limits that allows them to report to work within a reasonable period of time.

If for some reason you cannot meet this requirement, we ask that you consult with your supervisor.

7.11 Wage Garnishments

We expect our employees to meet their financial obligations. Wage garnishments against an employee's salary cause extra work, time, and expense for the city. Thank you for preventing wage garnishments.

7.12 Outside Employment

Your department director shall be informed of your outside employment to avoid possible conflict with your City of Ankeny employment.

If outside employment interferes with your work for the City of Ankeny, you will be asked to resign from one or the other positions.

Regular full-time employees of one department are prohibited from part-time or seasonal employment in another City department. An exception is made for emergency snow removal operations, where certain employees may be given approval to help the Public Works department on a case by case basis.

Any outside employment that involves the use of a uniform or badge must be approved by the City Manager.

7.13 Hiring of Relatives

It is the policy of the City of Ankeny that applicants who are Relatives of full-time or part-time employees shall not be hired, appointed or transferred to any position that would result in:

- A Relative being in a supervisory or administrative position over another Relative; or
- One Relative with access to confidential information concerning actual or potential administrative/disciplinary action to be taken against another Relative.

For the purpose of this policy, “Relatives” shall mean: (a) spouses (including domestic partner, romantic partner or cohabitant); (b) parents; (c) siblings or half-siblings; (d) children; (e) grandparents; (f) aunts/uncles; (g) nieces/nephews; (h) first cousins; or (i) unrelated persons living together. The term Relatives shall also include any step-relations and/or the spouses of the above-listed individuals.

Employees who become Relatives after their employment with the City has commenced and who would therefore be in violation of this policy shall notify the employer and the employer will: (1) have the subordinate employee reassigned to another supervisor; and/or (2) transfer to different departments if an open position is available, the employee is qualified and the approval of the department head is granted.

7.14 Vehicle Policy

All vehicles and equipment owned by the city are for official use only and cannot be used for personal business without prior approval of management.

However, you may take a vehicle during a lunch break if your destination immediately after lunch is farther from your normal workplace than the location where you eat lunch.

At no time shall any person(s) be allowed in city vehicles unless for city business or city sponsored activities without prior approval of management.

The use of any tobacco products in city vehicles or equipment is prohibited.

If an employee is required to operate a motor vehicle as part of their job duties, that employee must maintain a valid operator’s license and be insurable under the City’s liability policy as a condition of continued employment.

Please refer to [Vehicle Use Policy](#) for complete information.

7.15 Notification of Arrests and Other Governmental Action

Employees are expected to perform their assigned jobs, respect and follow City policies, and obey the law. In the event that employees are arrested or receive a citation for any crime, have any criminal charges filed against them, receive notice of the disposition of any criminal charges pending against them (including, but not limited to, a conviction, a guilty plea, a plea of nolo contendere (no contest), or deferred judgment) or receive notice of any charges relating to operating a motor vehicle while

intoxicated, they must notify the Human Resources Director.

Notification to the Human Resources Director must occur within five (5) business days of notification to the employee. Employees whose duties require possession of a Commercial Driver's License and/or who regularly and frequently operate City vehicles must report all charges and citations, including traffic tickets such as speeding tickets. Other employees need not report such traffic tickets.

Employees who have any contact with minor children must notify the Human Resources Director of any child abuse complaints filed against them. Employees must notify the Human Resources Director regarding the findings in any complaint against them alleging child abuse. The Human Resources Director must be notified of any complaints and findings within five (5) business days of notification to employee.

Information relating to arrests, criminal charges and child abuse complaints will be treated as confidential and maintained as part of the employee's personnel file. Employees who do not notify the City as required by this policy may be subject to disciplinary action up to and including termination.

7.16 Electronic Communication

Electronic communication includes but is not limited to electronic mail, Internet access, voice mail, audio and video conferencing, and facsimile messages. These services shall not be used to transmit any improper communications such as messages which are derogatory, defamatory, or obscene. The City reserves the right to monitor electronic communication without prior notification to employees. Additionally, employees should keep in mind that all communication using city equipment (computers, phones) is treated as open records under Iowa Code Chapter 22, and can be made available to the public for review upon request. [Electronic Communication Policy](#)

7.17 Communications and Social Media Policy

Efficient and effective communication with the media and the public is critical to the City of Ankeny's ability to present information in a manner consistent with Ankeny City Council policies and philosophy of open government. Coordination, uniformity, accuracy and timeliness are cornerstones of strong and productive public relations.

The purpose of the [Communications and Social Media Policy](#) is to provide guidelines for the City of Ankeny to keep the media and the public fully, fairly and accurately informed of programs, services, events and issues in a timely and forthright manner.

All employees are to comply with the procedures and standards in this policy as it applies to media relations, internal and external communications, and social media within the City of Ankeny.

As a City of Ankeny employee, you may have your photo taken while at work. Photos could be used for communications, marketing and public relations efforts to educate and promote the services provided by the City of Ankeny. You must alert the Communications Department if you do not want your photo used in this manner.

7.18 Voluntary Resignation

The City is proud of its low employee turnover rate. Employees should talk to their immediate supervisor prior to submitting a resignation. Sometimes a misunderstanding can be resolved. We request that employees who do decide to leave please give at least a two-week notice. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the

circumstances regarding the notice given. Accrued vacation time may not be used to satisfy the two-week notice, unless the notice requirement is waived by the Human Resources Director.

An employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Employees must return all City property at the time of separation. Failure to return some items may result in deductions from the final paycheck.

Occupational Safety and Health

The City of Ankeny makes every effort to keep your work area safe and free from hazard.

For a detailed description of policies and procedures on employee safety, refer to employee intranet for copies of specific safety policies, such as the [General Safety Policy](#) and the [Right to Know: Hazardous Communications Written Program](#).

8.1 Safety

It is the responsibility of every department to ensure a safe and healthful atmosphere, safe working conditions, tools, equipment and work methods for all of its employees. Employees are expected to comply with all safety and health requirement whether established by management or by federal, state, or local law.

Employees are required, as a condition of employment, to exercise due care in the course of their work to prevent injuries to themselves and to their fellow workers. Employees have a responsibility to report any unsafe working conditions or practices to a supervisor or safety committee member.

Employees violating recognized safety rules, procedures, or standards, or acting in such a manner as to endanger their own or another's personal safety shall be subject to disciplinary action which may include an oral or written warning, suspension or discharge.

8.2 Required Licenses and Clothing

If the maintenance of a state approved license is a condition of employment established by the Employer, the cost of the test, the license fee and its renewal shall be paid by the Employer. State approved license does not include the standard driver's license but does include a commercial driver's license.

If an Employee is required to wear a uniform as a condition of employment established by the Employer, the uniform shall be furnished and maintained by the Employer.

The Employee shall wear the uniform only as authorized in the work rules.

The Employee is not responsible for fair wear and tear to the uniform. The Employee is responsible for any damage caused to the uniform by deliberate act or by deliberate violation of the work rules.

If an Employee is required to wear a protective device as a condition of employment established by the Employer, the protective device shall be furnished and maintained by the Employer.

The Employee shall use the protective device only as authorized in the work rules.

The Employee is not responsible for fair wear and tear to the protective device. The Employee is responsible for any damage caused to the protective device by deliberate act, or by deliberate violation of the work rules.

Upon receipt of a duly authorized invoice, the Employer shall pay up to \$140 per year towards the purchase of work boots. In the event that an Employee desires a work boot of higher price, the Employee shall pay any difference at the time of purchase. In addition, the Employer will provide, at its cost, rubber boots when it is needed in the employment.

8.3 Sexual Harassment

The City of Ankeny policy regarding sexual harassment is as follows: Acts of sexual harassment by any employee are prohibited employment practices and are subject to disciplinary measures including discharge.

The Equal Employment Opportunity Commission defines sexual harassment as any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature directed at an employee by an employer or fellow employee. Such conduct is unlawful if submission to it is a condition of employment, used as a basis for making employment decisions affecting the employee, has the effect of unreasonably interfering with the employee's work performance, or creates an intimidating, hostile or abusive work environment.

Please refer to the [Sexual Anti-Harassment Policy](#) of the City of Ankeny for complete information.

8.4 Drug and Alcohol Policy

It is the policy of the City of Ankeny to comply with the Drug Free Workplace Act of 1988 to insure a drug-free workplace. The policy is intended to prohibit the unlawful possession, use, dispensation, distribution, or manufacture of controlled substances in the workplace. Violation of this policy will result in disciplinary action up to, and including, termination of employment. Depending upon the circumstance, other action, including notification of appropriate law enforcement agencies, may be taken against any violator of this policy.

As a condition of employment, all employees must pass a post offer pre-employment drug test. Employees must comply with this policy and notify management within (5) days of conviction for any criminal drug violation occurring during work hours or in the workplace. Failure to do so will result in immediate suspension and/or termination of employment. Any staff member arrested in connection with a criminal drug violation occurring during work hours or in the workplace will be on personal leave of absence without pay and could face termination of employment pending the outcome of any legal investigation and conviction.

Please refer to the [Drug and Alcohol Policy](#) for complete information.

8.5 Smoking and Tobacco Policy

In compliance with the Iowa Smokefree Air Act (7/1/08), the City of Ankeny has established a smoke-free workplace. All City-owned buildings, facilities and vehicles are smoke-free. All tobacco usage, including smoking and smokeless tobacco, as well as electronic cigarettes, is prohibited in all City-owned buildings, facilities, vehicles and equipment, and on all public grounds owned by the City except in designated areas in accordance with the Iowa Smokefree Air Act. The City may establish a designated smoking area at each facility. This area must be located in the building's parking lot away from all building entrances and must not adversely impact other employees or the general public. Please contact your supervisor to identify these designated smoking areas. Employees are permitted to smoke, use tobacco, or use electronic cigarettes within their personal vehicles which are parked in a City-owned parking lot. Employees who

choose to smoke, use tobacco, or use electronic cigarettes, must do so in accordance with this section and during normal meal and break periods. Employees are not provided additional time away from work to smoke, use tobacco products, or electronic cigarettes. Violation of this policy may lead to disciplinary action, up to and including termination. Opportunities for smoking cessation classes will be made available for any employee wishing to quit the use of tobacco products. The City will provide a subsidy if there is a cost associated with the class. For more information please contact the Human Resources Department.

8.6 Workplace Violence and Weapons Policy

It is the policy of the City of Ankeny provide a work environment free from violence, aggression, or threatening conduct of any kind. To ensure a safe workplace and to reduce the risk of violence, all employees must review and understand all provisions of the Workplace Violence and Weapons Policy.

Prohibited Conduct

The City of Ankeny will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities toward any employee of the City or any member of the general public. A threat of violence is any visual, verbal, or physical act, that warns of or expresses an ability or intent to harm or kill; is intended to intimidate or create fear; or has the purpose of unreasonably interfering with an individual's reasonable expectation of a peaceful, non-hostile or inoffensive work environment.

Although not all-inclusive, the following are examples of behaviors included in this policy:

- Causing physical injury to another person.
- Making threatening remarks in person, in writing, by telephone, or other means of communication.
- Aggressive or hostile behaviors that create a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging City property or property of another employee.
- Unauthorized possession of a weapon while on City property or while on City business.

Weapons

The City of Ankeny prohibits all employees from possessing a handgun, firearm, explosives, or dangerous weapons of any kind onto City property. City property includes, without limitation, all City parking lots, buildings (leased and owned); grounds and parks; and vehicles used for City business. Employees who are off City property but performing a task for the City or City-sponsored events (i.e. Summerfest, etc.), are covered by this policy.

Possession of a valid permit to carry a weapon shall not be construed to exempt an employee from this policy. However, an employee's supervisor, with the express concurrence of the Police Chief and the City Manager, on an individual-by-individual basis, may grant an exception for the employee holding such a permit, if the exception is deemed reasonable and appropriate for protection and defense of person, or other City of Ankeny employees or officials.

This section shall not apply to City employees who are authorized to use weapons in the performance of their job responsibilities (e.g. police), or for those who are authorized to use hazardous tools or devices as bona fide portions of their job. (e.g. machete for clearing brush, small knives to cut rope or piping, etc.).

Reporting Procedures

Any potentially dangerous situations must be reported immediately to a supervisor or the Human Resources Department. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis.

Risk Reduction Measures

While the City does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisors or the Human Resources Department if any employee or other individual exhibits behavior that could be a sign of a potentially dangerous situation. Such behaviors may include the following:

- Discussion of bringing a weapon into the workplace.
- Displaying overt signs of extreme stress, resentment, hostility, or anger.
- Making threatening remarks.
- Sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

Searches

The City reserves the right to conduct searches in accordance with state law of any employee and his or her vehicle or personal effects brought into the workplace. Pursuant to this provision, the City is authorized to search an employee's locker, desk, purse, briefcase, baggage, toolbox, lunch sack, clothing, vehicle parked on City property, and any other item in which a weapon may be hidden. Additionally, the City may search a City-owned vehicle used by an employee, and a vehicle owned by an employee that is being used to conduct business on behalf of the City, regardless of whether the vehicle is located on City property at the time. Searches may be conducted by City management or local authorities. To the extent the search is requested by City management and the employee is present, the employee may refuse the search; provided however, that such refusal may result in disciplinary action, up to and including termination of employment for refusal to cooperate. The City reserves the right to conduct searches on its property or authorize searches by law enforcement on its property without the employee being present.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts or any employee who fails to report such acts committed by others shall be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts toward City employees will be reported to the proper authorities and may be banned from City property.

8.7 Workplace Bullying

The City of Ankeny defines bullying as inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, directed by one or more persons against another or others, at the place of work and/or in the course of employment which has the effect of substantially interfering with an individual's employment, performance of duties, or which causes the individual to have a reasonable fear of harm.

Such behavior violates the City Code of Ethics which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees that the City will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. Where an allegation of bullying is made, the intention of the alleged bully is relevant and will be given consideration when meting out discipline. As in sexual harassment, the effect of the behavior upon the individual is most important. The City of Ankeny considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Non-verbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

8.8 Security Camera Policy

The City of Ankeny is committed to establishing and maintaining a workplace that is secure and safe for employees, residents and visitors. To enhance this commitment, the city may install and utilize security cameras. The cameras will be used in a professional, ethical, and legal manner consistent with all existing city policies, as well as State of Iowa Code and Federal laws. Camera use will be limited to situations that do not violate the reasonable expectation of privacy as defined by law. Please refer to the [Security Camera Policy](#) for complete information.

Employee Conduct and Work Rules

In order to maintain a safe, efficient, and harmonious organization, the rules and regulations listed below have been established for municipal employees. Each of the rules and regulations has a sound background of common sense based on experience. These rules are not necessarily the only areas in which disciplinary action may be taken if conduct or instances require. These rules may be modified as changing conditions warrant. Each case shall be considered on its merits with due consideration as to the nature of the offense, the cause, the background, likelihood of repetition, and the attitude of the offender.

FOLLOWING IS A LIST OF EMPLOYEE CONDUCT THAT WILL RESULT IN DISCIPLINE TO THE EMPLOYEE UP TO AND INCLUDING DISCHARGE:

1. Theft or willful destruction of property of the city or any employee.
2. Falsifying or supplying false information for the completion of city records.
3. Insubordination or refusing to perform work or reasonable instructions.
4. Possession or use of intoxicants or narcotics on city property.
5. Possession of explosives, firearms or other concealed weapons on the city premises without

permission.

6. Intentional abuse of City's time keeping system, including unauthorized punching in/out of another employee.
7. Sleeping during working hours.
8. An employee determined to be an aggressor in a fight on city premises.
9. Conviction of a crime carrying a penitentiary sentence.
10. Leaving work site during working hours without signing out, unless with authorized permission or performing activities related to the employee's job.
11. Reporting to work under the influence of intoxicants or narcotics.
12. Disorderly conduct including use of profane or abusive language, intimidating, threatening, or provoking fellow employees, or other acts showing lack of respect for other people and property.
13. Deliberate defacing of bulletin boards, material thereon, walls or other properties of the city or fellow employees.
14. Working on personal unrelated work duties on city time.
15. Falsifying city records or information.
16. Sabotage, causing damage or destruction of tools, equipment, or other property belonging to the city or fellow employees.
17. Failure to comply with request of supervisory personnel to submit personal packages being brought onto or out of the work site for inspection.
18. Unauthorized altering or repairing of equipment.
19. Soliciting, collecting, distributing, or selling on city time without authorization.
20. Soliciting, collecting, distributing, or selling on city property without written authorization.
21. Unauthorized operation of equipment or use of material or property of the city or fellow employees.
22. Smoking in restricted areas, including any city facility, vehicle or equipment.
23. Willful violation of safety and health requirements.
24. Habitual tardiness or absences without just cause.
25. Horseplay including running, pushing, shoving, throwing objects, playing practical jokes, and otherwise disturbing fellow employees.
26. Failure to call and notify the city of an absence prior to the start of work.
27. Leaving workstation unnecessarily.
28. Failure to use the employee time keeping system in accordance with standard procedure.
29. Failure to be at the work site at starting time, or stopping before quitting time.
30. Unauthorized parking, excess speed, or other acts of disregard for fellow employees in moving traffic on city property.

31. Unauthorized use of city telephones except in case of emergencies.

32. Violating the City's Code of Ethics (See Section 12)

The list set out above is for the purpose of illustration only and is not intended to include all actions that will subject an employee to discipline.

Performance Appraisal

Performance evaluation will give you an opportunity to discuss your development with your supervisor. This will allow you to know where you stand in relation to the job requirements.

Each director is responsible for the timely and proper completion of an employee performance review and evaluation report.

Performance reports shall be made on the standard form provided by the Human Resources Department and must be submitted at the specified times:

- At the end of the probationary period.
- Annually on the employees' anniversary date.

Such reviews do not necessarily result in pay increases. A step increase normally will occur July 1 of each year pending a satisfactory performance evaluation and provided that the maximum pay range has not been achieved.

In the event the supervisor does not do performance appraisals timely, it is the employee's responsibility to bring this to the attention of the supervisor. If the appraisal is not done within ten (10) days after the employee's complaint, the employee shall bring the matter to the attention of the Human Resources Director.

Grievance Procedures

The most important resource to the City of Ankeny is its employees. Sometimes, all of us experience some type of problem in the workplace. We have a problem-resolving procedure that will assure you that your problem will be heard and appropriate action will be implemented. Therefore, please bring your problems to your immediate supervisor, who will help you resolve them.

If for any reason you are not satisfied with the results, you may file a formal grievance in the following manner:

Step 1 - The Employee shall take up the grievance or dispute with the Employee's supervisor within ten (10) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond orally to the Employee within ten (10) calendar days.

Step 2 - If the grievance has not been settled, it shall be reduced to writing by the Employee and presented to the Department Director within ten (10) calendar days of the supervisor's response to Step 1. The Department Director shall respond in writing to the Employee within ten (10) calendar days.

Step 3 - If the grievance has not been settled, it shall be presented in writing by the Employee to the City Manager within ten (10) calendar days after the Department Director's response. The City Manager or designee will meet with the aggrieved employee within thirty (30) calendar days after

receipt of the grievance to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager or designee will be returned to the grievant within ten (10) calendar days, and the answer shall be final.

Employee Ethics

12.1 Campaign Activities

In accordance with Section 721.3 of the Iowa Code, we encourage you to vote, which is an expression of your personal opinion. However, candidates or committee members cannot solicit contribution or receive political support from you during work hours.

Employees may participate in, or contribute to, the election or appointment of public officials. Political activity; however, must not interfere with your normal work duties. No city employee will be forced or compelled to take part in political campaigns to favor the appointment or election of candidates for any office.

12.2 Candidates for Office

If you become a candidate for any city elective office, you automatically receive a leave of absence without pay. The leave without pay begins upon either an announcement of your candidacy or filing of a petition for office. However, this will not be later than thirty (30) days before the primary or general election day, and it continues until you are no longer a candidate.

If elected, you are required to resign your city position.

However, you may be a candidate for a non-city, non-partisan office that is not related to your employment. If this is the case, you will not be required to take the leave of absence without pay, as long as you do not campaign while you are on duty as an employee or let your duties interfere with your city job responsibilities.

12.3 Gift & In-Kind Contributions

As an employee of the City of Ankeny, you shall not directly or indirectly accept or receive any gift or series of gifts, as defined in Section 68B.22 of the Code of Iowa. This includes special discounts or offers that are not available to the general public. Please see [Q & A](#) on how the gift law works.

12.4 Code of Ethics

As an employee of the City of Ankeny, you shall adhere to the following code of ethics regarding conduct and behavior. Failure to do so can result in discipline or termination:

- I shall be impartial and dedicated to the best interests of the City. I shall conduct myself, both inside and outside the City's service, so as not to cause distrust of my impartiality or of my dedication to the City's best interests.
- I shall follow all applicable local and state standards for ethical conduct at all times, and will not use my position with the City in an inappropriate manner or in a way that will result in personal or financial gain.
- I shall affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of

social responsibility as a trusted public servant.

- I shall be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that I may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
- I shall consider, first, the interests of the City in all transactions.
- I shall carry-out the established policies of the City.
- I shall buy without prejudice, seeking to obtain the maximum value for each expenditure of public funds.
- I shall never engage in acts of corruption or bribery, nor will I condone such acts by other employees.
- I shall be responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

12.5 General Employee Conduct and Ethical Behavior

City employees are prohibited from engaging in any conduct which could violate state or local ethics laws and/or reflect unfavorably upon the City or their department. Employees must avoid any action which might result in or create the impression of using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting City business.

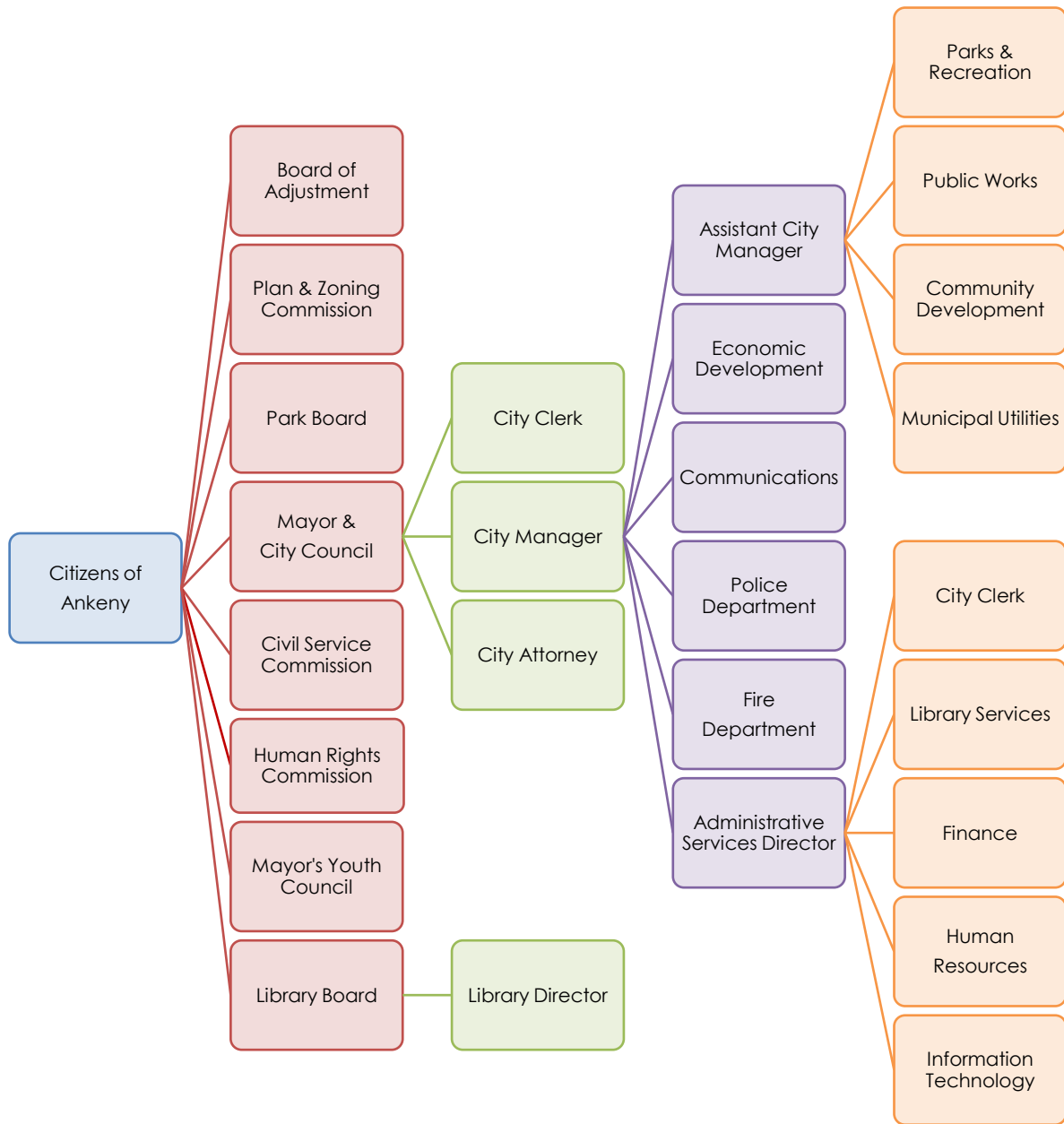
- City employees must not accept any extraneous fee for work performed on behalf of the City.
- A City employee may not grant or make available to any person, any consideration, treatment, advantage or favor beyond that which is the granted or made available to all citizens.
- City employees must refrain from securing special privileges or exemptions for themselves or their relatives beyond that which would be available to all citizens.
- Employees must not use privileged information for their own financial advantage or to provide friends and acquaintances with financial advantages or with information which could be used for financial advantage. Each employee is charged with the responsibility for ensuring that they release only information that should be made available to the general public.
- A City employee will not use or permit the use of any publicly owned resource (property, vehicle, equipment, labor, service or supplies (new, surplus or obsolete)) for the personal convenience or advantage of the employee or any other person other than what is generally available to the public. Employees will not be permitted to work on personal items, including vehicles, in a City-owned building or shop area.
- An employee is required to exercise care in the use of City property. Negligence in the care and use of City property may be grounds for suspension and/or dismissal. Unauthorized removal of City property from the premises or its conversion to personal use will be considered grounds for suspension and/or discharge.
- An employee must return City issued property at the time the employee terminates employment or when the employee's department head requires such a return. The City assumes no responsibility for loss or damage of personal property of an employee.

- City employees must exercise care when posting to personal websites or other social media. Any images or posts that could damage the City, department, or another employee's reputation or otherwise reflect unfavorably on the City or employees in their official capacity are prohibited. See additional policies for guidance on use of electronic communications including telephone, e-mail, internet, etc.

12.6 Reporting Hotline

The City of Ankeny has established a reporting hotline for both community and employee use. Employees can use the reporting hotline to anonymously report concerns or suspicious activity related to fraudulent behavior, misconduct, policy violations or ethical breaches. The hotline is confidential and available 24 hours a day, 365 days per year by using the link <https://www.eidebailly.com/hotline>. Employees may also call the toll-free number 866-912-5378 which is available during business hours.

City of Ankeny Organizational Chart





Standard Administrative Policy and Procedures Manual

Title: **FINANCIAL POLICY**

Section: **TRAVEL AND TRAINING POLICY**

Date of Version: ~~March 21, 2022~~April 3, 2023

Resolution No.:

SECTION 1 – GENERAL PURPOSE

Whenever an employee travels on behalf of the City, whether it is for business or training, the policies and procedures stated herein shall apply. It is the expressed purpose of these policies and procedures to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. It is each employee's responsibility to learn and abide by these rules. The policies and procedures found in this manual supersede all previous policies, directives and rules governing City travel and training.

SECTION 2 - GENERAL POLICIES

Budget appropriations for travel and training should be reviewed by the Department Director prior to requesting travel approval. Travel and training requests that exceed budget balances will not be automatically approved and will require substantial justification to merit approval.

Employees are expected to seek the most reasonable prices available for lodging, meals and fares, considering location and services. Employees should take advantage of early discounts and ensure that reservations are available. Authorization should be submitted at least one month in advance of the early discount deadline or every effort should be made to receive the early registration discount, if available. Employees should stay at conference hotel when possible to avoid other transportation charges. A government rate should be requested. Rental cars shall only be approved if other transportation, such as rideshare, taxi, or Uber/Lyft, is more expensive during the stay at the destination. Documentation of cost savings must be attached to the **Travel and Training Form**. Before training and/or conference travel occurs, the appropriate approvals must be obtained. Forms for acquiring the approvals are described below.

Expenses submitted for reimbursement must be accompanied by an itemized receipt for the expense (i.e. meal receipts should be the detailed receipt, not the credit card copy showing only the total spent). Without a proper receipt, the reimbursement may not be approved unless extraordinary circumstances prevail. Advances made to the employee must be supported by attaching receipts to the post travel expense report.

If at any time en route, during or returning from a City business trip, a weather emergency,

natural disaster, threat to national or regional security, or other circumstances occur that are outside the control of the employee, and deviations from the planned travel itineraries result, the employee is expected to utilize rational judgement in regards to their personal safety given the situation. Any expenses incurred by an employee in one of the above situations will be reviewed on a case-by-case basis to determine if they are reimbursable or personal expenses. Communication of any emergency situation should be directed to the employee's supervisor or Department Director as soon as possible.

Expenses for entertainment, alcohol, non-City employees, including spouses, and for any expense deemed wasteful or extravagant will not be reimbursed. Costs incurred above the applicable expense ceilings will not be paid and are the responsibility of the employee, unless prior approval from the City Manager's Office is obtained.

If an employee combines business with personal travel, or if an indirect route is taken as a result of personal travel, only the business portion of the trip is reimbursable. This amount may not exceed the amount of reimbursable expenses which would have incurred had the trip been strictly for business purposes.

When traveling in a group, payment and accounting of registration fees, meals, transportation and lodging can be consolidated and either advanced or reimbursed to one person in the group.

Requests for advancements and reimbursements shall be made on the proper forms and include all documentation as required. The forms must be fully completed including the brief narrative report on the purpose for the training or travel.

For the purpose of this policy manual, a full day is when departure for the business trip occurs prior to 8 a.m. and return is after 5 p.m.

SECTION 3 - APPROVALS

To attend any training seminar or conference requiring travel expense, an employee must first obtain approvals from his/her Department Director. Both the Human Resources Director and the City Manager's Office must also review and approve the request. The **Travel & Training Form** must be completed and submitted for signatures. An employee must attach conference or training registration forms and supporting materials to itemize the travel costs.

SECTION 4 – ADVANCES

An advance of funds for actual or estimated travel expenses will be made upon proper application for such on the **Travel & Training Form**. Travel expenses eligible for advanced funding include registration, lodging, mileage, public transportation (air, rental car, taxi, shuttle, Uber/Lyft, rail or bus), and meals within the daily expense ceiling. Incidental expenses are considered reimbursable and will not be advanced. None of the funds advanced may be used for any purpose other than those applied for on the form, even if the employee intends to subsequently reimburse the City those funds. For example, the employee may not use the advance for

entertainment or similar personal expense even if they intend to repay the City. **An advance must be requested a minimum of five working days prior to its issuance.** Except for registration fees, advances for expenses less than \$30 will not be made. Additionally, no advances will be made to those employees who have a City-issued purchasing card.

SECTION 5 – REIMBURSEMENTS

A report/reimbursement of actual travel expenses must be submitted on the **Travel & Training Form** within 10 working days of the end of the trip. To receive reimbursement for an eligible expense, the corresponding itemized receipt must be attached. Travel and training expenses eligible for reimbursement include registration, lodging, mileage, public transportation, meal expense and incidental expenses such as tips (up to 20% gratuity), parking fees, business telephone use and business supplies. Reimbursement for meals should include a schedule of dollars spent per day on meals.

Ineligible expenses include, but are not limited to, the following: entertainment, alcoholic beverages, gifts, personal calls, laundry, any expense for spouse, dependents or guests, transportation costs or mileage for travel unrelated to City business and any incidental expense not pre-approved. Employees are encouraged to request a separate receipt for personal ineligible expenses when possible. Alcohol is considered a personal expense.

SECTION 6 – IN-STATE TRAVEL

Unless another mode of transportation is specifically approved by the City Manager, all in-state travel will be by City vehicle. In the case that a City vehicle is unavailable for use, the employee can travel by personal car. In the case of the latter, mileage at the current allowable IRS rate will be paid to the employee. Total mileage traveled shall be determined by consulting an accepted reference such as Google Maps and documentation should be attached.

The following expense ceilings apply to in-state travel unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - ~~\$200~~ \$225 per day before taxes
 - B. Meals - ~~\$50~~ \$55 per full day and ~~\$30~~ \$35 per half day (ceiling includes tax and tip)
- Under no circumstances will any one meal over \$35 be reimbursed (including tax and tip).

Prior to expending or committing City funds for in-state lodging, the employee shall confirm that the lodging provider is eligible to accept public funds by the Iowa Office to Combat Human Trafficking (IOCHT) per Section 80.45A of the Code of Iowa. The current certification status of providers is found on the internet site <https://stophtiowa.org/certified-locations>.

SECTION 7 OUT-OF-STATE TRAVEL

Unless time is a critical factor, all out-of-state travel within five hours driving time will be by car. Air travel will be approved, in lieu of the car, in those instances where it is deemed absolutely

necessary. For car travel, mileage at the current allowable IRS rate will be paid. Total mileage traveled shall be determined by consulting an accepted reference such as Google Maps and document should be attached.

The following expense ceilings apply to out-state travel unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - \$~~200-250~~ per day before taxes
 - B. Meals - \$~~50-60~~ per full day and \$~~30-40~~ per half day (ceiling includes tax and tip)
- Under no circumstances will any one meal over \$~~35-40~~ be reimbursed (including tax and tip).

~~Travel to a major metropolitan area (population of one-half million or more) unless pre-approval for a higher amount is given by the City Manager's Office:~~

- ~~A. Lodging - \$225 per day~~
 - ~~B. Meals - \$60 per full day and \$40 per half day (ceiling includes tax and tip)~~
- ~~Under no circumstances will any one meal over \$40 be reimbursed (including tax and tip).~~

SECTION 8 -- TRANSPORTATION

Employees are expected to secure the lowest possible airfares. Travelers shall fly basic economy class on the lowest cost flight available, with reasonable consideration given to the time and distance of travel involved. Upgrades shall not be reimbursed, including early boarding, seat selection, cost for any additional luggage, after the first bag, or overweight luggage are not reimbursable unless special equipment or supplies are required to be taken as part of the conference. Travel by air, rail or bus may be arranged by the Human Resources Director, if desired. Preferably, requests for airline tickets should be made well in advance of the travel date, but under no circumstances less than three working days from that date. If air travel is more economical than driving, but the employee elects to drive their personal vehicle, the employee may only be reimbursed up to the value of what airfare would have cost or mileage (whichever is the lesser).

If at any time during an air travel trip, an itinerary is required to be changed, resulting in additional fees, full disclosure and documentation of the situation is to be reported to the Department Director as soon as possible. Circumstances will be reviewed on a case-by-case basis to determine what, if any, portion of the cost may be the responsibility of the employee. Change fees due to personal conflicts are not reimbursable.

SECTION 9 – LODGING

Employees are expected to secure reasonable lodging rates. It may be reasonable for employees to stay at the conference hotel, even if it is over the expense ceiling, when additional transportation costs would exceed the maximum. Lodging is assumed to start the night prior to the conference start date and check-out on the last day of the conference. An exception may be made based on the judgment of the Department Director and the employee. Lodging

arrangements may be arranged by the Human Resources Department, if desired. The employee must submit an itemized hotel/motel bill upon completion of the trip. A credit card receipt alone is not sufficient documentation.

SECTION 10 – ROUTINE TRAVEL

Routine travel for regular in-state meetings of professional organizations, in which the employee holds membership, does not require the completion of the **Travel & Training Form**, provided lodging is not required. Eligible expenses, such as mileage, meals and parking, may be filed for reimbursement on the **Employee Reimbursement Request Form** with receipts attached. However, if the trip requires lodging, then the **Travel & Training Form** is to be completed. Routine reimbursements that only involve mileage should be made at least monthly.

SECTION 11 – WAGES WHILE ATTENDING LECTURES, MEETINGS, AND TRAINING

Time spent at conferences and training is not considered to be hours worked for *non-exempt* employees if all of the following are met:

1. Attendance is outside the employee's normal work hours;
2. Attendance is voluntary;
3. The lecture or training is not directly related to the employee's job; and,
4. The employee does not perform productive work while attending the lecture or participating in the training program.

Time spent at conferences and training will be considered to be hours worked for *non-exempt* employees when any of the following are met:

1. Attendance is part of the employees normal work hours
2. Attendance is not voluntary
3. The training is directly related to the employee's job
4. The employee is performing productive work while attending the lecture or participating in the training program.

Time spent when training is provided by an independent school or college is not considered to be hours worked for *non-exempt* employees if all of the following are met:

1. Attendance is voluntary;
2. Attendance occurs outside regular work hours; and,
3. The employee does not perform productive work in connection with the course.

For *non-exempt* (hourly) employees: Continuing education courses required by the state to obtain or keep professional certifications (e.g. Paramedic, Police Officer Firearms Training, etc.) will not be considered hours worked and will only be paid if authorized by the Department Director prior to attendance of the training.

SECTION 12 – WAGES WHILE TRAVELING

Employees in positions considered non-exempt may be eligible for compensation for the time they spend traveling. The compensation an employee receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours.

“Normal work hours”, for the purposes of this policy, are defined as 8:00 a.m. to 5:00 p.m. This definition applies to normal work days (Monday through Friday) and to weekends (Saturday and Sunday). Employees not working “normal work hours” (ex: third shift) will convert to this schedule while traveling on City business to insure appropriate and consistent payment.

One-Day Trips

When employees are required to travel to another city, all the travel time involved counts as time worked. The only times excluded are meal periods and the time spent traveling between the worker’s home and point of departure (such as the airport). This is to exclude the normal travel time from home to work before the regular work day begins and from work to home after the workday is over.

Travel Time, More than One Day, Within Normal Work Hours

Any portion of authorized travel time that takes place within normal work hours (defined as 8:00 a.m. to 5:00 p.m.) on any day of the week, including Saturday and Sunday, is treated as “work hours”.

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.

Travel Time, More than One Day, Outside of Normal Work Hours

Any portion of authorized travel time (with the exception of driving time) that takes place outside of normal work hours is considered to be “outside travel hours” and are not counted as hours worked.

When a non-exempt employee is required to travel as a passenger in an automobile, plane, or any other mode of transportation outside of normal work hours, he/she will not be compensated for that portion of travel time that takes place outside of normal work hours.

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls outside of normal work hours.

Travel Time as the Driver of an Automobile

All authorized travel time spent driving an automobile (as the driver, not as a passenger) is treated as "hours worked", regardless of whether the travel takes place within normal work hours or outside of normal work hours.

Travel as a passenger in an automobile is not automatically treated as "work hours". Travel as a passenger in an automobile is treated the same as all other forms of travel and compensation depends upon whether the travel time takes place within normal work hours or outside of normal work hours.

If an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be eligible for compensation.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy.

Meal periods should be deducted from all travel time.

If an employee requests a specific travel itinerary or mode that is different than the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported on the time sheet.

Travel time should be calculated by rounding up to the nearest quarter hour.

Whenever possible, the employee's normal work schedule should be flexed to allow for the compensable travel and training time. For example, if a non-exempt employee who normally works 8 am. – 5 pm., M-F, is in training for 24 hours during the week and the travel time of 4 hours is deemed compensable by the policy, then the employee has worked 28 hours and their work schedule should be adjusted to allow for the extra travel time.

	Monday	Tuesday	Wednesday	Thursday	Friday	
Work Hours	8 (8a-5p)				4 (8a-12p)	
Training Time		8 (8a-5p)	8 (8a-5p)	8 (8a-5p)		
Travel Time *	2 (5p-7p)			2 (5p-7p)		
Total paid	10	8	8	10	4	40 hours

*Assumes the employee is the driver.



DRUG AND ALCOHOL POLICY AND TESTING PROGRAM FOR INDIVIDUALS NOT REQUIRED TO POSSESS A COMMERCIAL DRIVERS LICENSE

A. Statement of Policy

It is the policy of the City of Ankeny, Employer, to comply with the Drug Free Workplace Act of 1988 (Public Law 100-690) and to insure a drug-free workplace. This policy is intended to insure that the mental and physical capabilities of City employees are not impaired by any controlled substances during the performance of their duties.

The following conduct is prohibited:

- (1) the use, sale, offering for sale, or possession of illegal drugs, controlled substances, imitation controlled substances, or counterfeit controlled substances, on the job, on the Employer's premises, or in Employer vehicles;
- (2) any improper use of "legal" or physician-prescribed drugs on the job, on the Employer's premises, or in Employer vehicles;
- (3) the use, sale, offering for sale, or possession of alcoholic liquor (beer, wine, or alcohol) on the job, on the Employer's premises, or in Employer vehicles; and
- (4) being under the influence of illegal drugs or controlled substances, alcoholic liquor (beer, wine, or alcohol) or improperly used prescription drugs on the job, on the Employer's premises, or in Employer vehicles.

B. Application

The portions of this policy which pertain to testing (Sections C through N) apply to all individuals who are not required to possess a commercial driver's license in order to perform the duties of their position.

Unless otherwise specified, this policy applies to all employees of the Employer, including part-time employees.

Employees required to possess a commercial driver's license (CDL) are also covered under the City of Ankeny Drug and Alcohol Testing Policy for positions requiring a Commercial Driver's License. Please contact the Human Resources Office for a copy of this policy.

This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contractors are governed by this policy while on Employer premises and will not be permitted to conduct business if found to be in violation of this policy.

This policy shall not be deemed to be applicable to any employee taking a prescribed dosage of a controlled substance while under the care of a licensed physician.

Nothing in the policy shall be deemed to preclude the possession of controlled substances by employees of the Police or Fire departments where such possession is necessary in connection with the carrying out of such employee's law enforcement, investigative, or emergency medical treatment and response duties and where such possession is in accordance with all rules, regulations and policies of the Police or Fire departments and with all other applicable local, state and federal statutes, rules and regulations.

C. Testing Provisions

The Employer may conduct drug and alcohol testing of individuals who are not required to possess a commercial driver's license in order to perform the duties of their position under the following circumstances:

- (1) Post offer pre-employment drug testing,
- (2) Where there is reasonable suspicion of the use of illegal drugs, controlled substances or alcohol,
- (3) When investigating certain workplace injuries and vehicle accidents, and
- (4) During or after rehabilitation.

D. Testing Procedures

All sample collection and testing for drugs or alcohol shall be performed in accordance with the following conditions:

1. The collection of samples shall be performed under sanitary conditions and with regard for the privacy of the individual from whom the specimen is being obtained and in a manner reasonably calculated to preclude contamination or substitution of the specimen. If the sample collected is urine, the individual shall be afforded individual privacy in the collection of the sample unless there is a reasonable suspicion that the individual may alter or substitute the urine specimen. If an individual is providing a urine sample and collection of the urine sample is directly monitored or observed by another individual, the individual who is directly monitoring or observing the collection shall be of the same gender as the individual from whom the urine sample is being collected.
2. Collection of a urine sample shall be performed so that the specimen is split into two components at the time of collection in the presence of the individual from whom the sample or specimen is collected. The second portion of the specimen or sample shall be of sufficient quantity to permit a second, independent confirmatory test as requested by the employee.
3. Sample collections shall be documented, and the procedure for documentation shall include the following:
 - (1) Samples shall be labeled so as to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided, and samples shall be handled and tracked in a manner such that control and accountability are maintained from initial collection to each stage in handling, testing, and storage, through final disposition.
 - (2) An employee shall be provided an opportunity to provide any information which may be considered relevant to the test, including identification of

prescription or nonprescription drugs currently or recently used, or other relevant medical information.

4. If a test result indicated the presence of alcohol or an illegal drug, a second test using an alternate method of analysis shall be conducted. This is considered the confirmed positive test result.
5. A medical review officer shall, prior to the results being reported to an employer, review and interpret any confirmed positive test results, including both quantitative and qualitative test results, to ensure that the chain of custody is complete and sufficient on its face.
6. The medical review officer, and the employer shall ensure, to the extent feasible, that the testing only measure, and the records concerning the testing only show or make use of information regarding, alcohol or drugs in the body.
7. If a confirmed positive test result for drugs or alcohol is reported to the employer by the medical review officer, the employer shall notify the employee in writing by certified mail, return receipt requested, of the results of the test and the employee's right to request and obtain a confirmatory test of the second sample. If the employee, in person or by certified mail, return receipt requested, requests a second confirmatory test, identifies an approved laboratory to conduct the test, and pays the employer the fee for the test within seven (7) days from the date the employer mails by certified mail, return receipt requested, the written notice to the employee of the employee's right to request a test, a second confirmatory test shall be conducted at the laboratory chosen by the employee. If the results of the second confirmatory test do not confirm the results of the initial confirmatory test, the City shall reimburse the employee for the fee paid by the employee for the second test. The initial confirmatory test shall not be considered a confirmed positive drug test for purposes of taking disciplinary action pursuant to this policy. If a confirmed positive test result for drugs or alcohol for a prospective employee is reported to the employer by the medical review officer, the employer shall notify the prospective employee in writing of the results of the test, of the name and address of the medical review officer who made the report, and of the prospective employee's right to request records.
8. The City shall pay for the costs associated with conducting the drug and/or alcohol test(s), except in the case of confirmatory challenges, in which case the employee shall reimburse the City for the costs associated with testing the second sample.

E. Definitions

As used in this policy, the term "controlled substance" means any substance specified in Schedule I, II, III, IV, or V of the federal Controlled Substances Act, 21 U.S.C. 801 et. seq. and published at 21 CFR 1308.11 and 21 CFR 1308.12, and any substance defined as a "controlled substance" by state law.

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. The term "alcohol" includes, but is not

limited to, beer, wine, liquor, other alcoholic beverages, and medicines containing alcohol (unless the packaging seal is unbroken).

F. Pre-Employment Testing

Any individual not currently employed by the City who is applying for a position, shall be required to undergo drug testing **after a conditional offer of employment has been made.**

A positive test will result in a disqualification from further consideration for employment.

Any applicant or existing employee who refused to undergo drug testing will also be disqualified from further consideration for the vacancy or eligibility list.

An applicant who tests positive or refuses to test shall not be allowed to reapply for any position for a period of six (6) months from the date of the positive test or test refusal.

Notice of the testing will be a part of any notice or advertisement soliciting applicants for employment, and as part of the employment application. Applicants for employment shall also be personally informed of the requirement for a drug test at the first interview.

G. Reasonable Suspicion Testing

Any employee who is reasonably suspected of being impaired by or under the influence of a controlled substance or alcohol (that is, having a controlled substance or alcohol in the body) shall be suspended from their job duties pending an investigation and verification of their condition. Employees who are reasonably suspected of being impaired by or under the influence of a controlled substance or alcohol will not be permitted to drive a motor vehicle after they have been suspended. If the employee has driven a motor vehicle to work, the employee must either make arrangements with another individual to drive their vehicle or must make arrangements for alternative transportation.

Employees may be subject to testing when there is reason to believe that an employee is using or has used alcohol or other drugs in violation of the Employer's written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. For purposes of this provision, facts and inferences may be based upon, but are not limited to, any of the following:

1. Observable phenomena while at work such as direct observation of alcohol or drug use or abuse or of the physical symptoms or manifestations of being impaired due to alcohol or other drug use.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of alcohol or other drug use provided by a reliable and credible source.
4. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the Employer.

5. Evidence that the employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working or while on the Employer's premises or while operating the Employer's vehicle, machinery, or equipment.

The above list is not exclusive.

Reasonable suspicion testing will only be required during, just before, or just after the period of the day when the employee is engaged in work functions.

Employees who are required to submit to reasonable suspicion testing will be suspended from their job duties pending an investigation and the report of the tests. If the test of the employee results in an alcohol concentration of less than .04 and a MRO-verified negative test for the use of controlled substances, then the period of suspension will be with pay. If the test of the employee results in an alcohol concentration of more than .04 or a MRO-verified positive test for the use of controlled substances, then the period of suspension will be without pay.

H. Post-Accident Testing/ Workers Compensation

The City may require drug testing to determine if an employee is ineligible to receive Workers Compensation in accordance with Iowa Code §85.16(2). If an employee is involved in a motor vehicle accident with a city vehicle, drug testing of the employee must occur if the accident involves loss of human life; any person is transported from the scene for medical treatment; there is disabling damage to any motor vehicle requiring tow away; the employee receives a ticket for a moving traffic violation arising from the accident; or if there is reasonable suspicion that the employee is under the influence of drugs or alcohol.

The employee is permitted to obtain necessary medical attention following an accident, to leave the scene of an accident for the period necessary to obtain necessary emergency medical care, but the employee will be subject to post-accident testing and must remain readily available for testing or the employee will be deemed to have refused to submit to testing.

Alcohol tests will be administered as soon as practicable, but no later than 8 hours after the injury. Tests for controlled substances will be administered as soon as practicable, but no later than 32 hours after the injury.

I. Testing During or After Rehabilitation

Employees who have tested positive on a drug or alcohol test and whose employment has not been terminated will be subject to testing during, and after completion of, drug or alcohol rehabilitation. The number, type, and frequency of follow-up tests will be as directed by the substance abuse professional and, unless otherwise recommended, will consist of at least 6 tests in the first 12 months following the employee's return to duty.

J. Cooperation Required

Any individual who refuses to submit to an alcohol or controlled substance test, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution will be subject to disciplinary action.

The phrase “refuses to submit to an alcohol or controlled substance test” means that the individual:

1. Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, or
2. Fails to provide adequate urine for controlled substance testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or
3. Engages in conduct that clearly obstructs the testing process.

All employees are encouraged to make use of available resources for treatment of substance abuse problems. Under certain circumstances, employees may be referred for treatment for substance abuse. An employee will be subject to disciplinary action for:

1. A failure or refusal to submit to an evaluation.
2. A failure or refusal to undergo treatment recommended as a result of an evaluation.
3. Withdrawal from or a failure to satisfactorily complete the treatment program recommended as a result of an evaluation.
4. Withdrawal from or a failure to satisfactorily participate in an aftercare program, if aftercare is prescribed as a part of treatment.

Testing shall be conducted in a manner to assure the highest degree of accuracy and reliability by using techniques and laboratory facilities which meet the requirements of the Iowa Department of Health.

K. Confirmatory Testing

If the result of the initial test is an alcohol concentration of greater than .04 or if the result of the initial test is positive for the presence of a controlled substance, a confirmatory test must be performed. The confirmatory test shall use a different chemical process than was used in the initial screen for drugs or alcohol. The confirmatory drug or alcohol test shall be a chromatographic technique such as gas chromatography/mass spectrometry, or another comparably reliable analytical method.

L. Employee Requested Testing

If a confirmed positive drug or alcohol test for a current employee is reported to the Employer by the medical review officer, the Employer shall notify the employee in writing by certified mail, return receipt requested, of the results of the test, the employee’s right to request and obtain a confirmatory test of the second sample collected at an approved laboratory of the employee’s choice, and the fee payable by the employee to the Employer for reimbursement of expenses concerning the test. The fee charged an employee shall be an amount that represents the costs associated with conducting the second confirmatory test, which shall be consistent with the Employer’s cost for conducting the initial confirmatory test on an employee’s sample.

If the employee, in person or by certified mail, return receipt requested, requests a second confirmatory test, identifies an approved laboratory to conduct the test, and pays the Employer the fee for the test within seven days from the date the Employer mails by certified mail, return receipt requested, the written notice to the employee of the employee's right to request a test, a second confirmatory test shall be conducted at the laboratory chosen by the employee. The results of the second confirmatory test shall be reported to the medical review officer who reviewed the initial confirmatory test results and the medical review officer shall review the results and issue a report to the Employer on whether the results of the second confirmatory test confirmed the initial confirmatory test as to the presence of a specific drug or alcohol. If the results of the second test do not confirm the results of the initial confirmatory test, the Employer shall reimburse the employee for the fee paid by the employee for the second test and the initial confirmatory test shall not be considered a confirmed positive drug or alcohol test for purposes of taking disciplinary action.

M. Payment for Evaluation and Treatment

The Employer's responsibility for the cost of any evaluation, treatment, or counseling will be limited to the benefits provided by the Employer's health insurance plan for such evaluation, treatment, or counseling.

N. Violations

Disciplinary action, including termination of employment, may be taken against employees for any of the following reasons:

1. A violation of any provision of Employer Policy.
2. If the test of the employee results in a Medical Review Officer (MRO)-verified positive test for the use of controlled substances or an alcohol concentration of greater than .04.
3. A failure or refusal to submit to testing.
4. A failure or refusal to submit to an evaluation.
5. A failure or refusal to undergo treatment recommended as a result of an evaluation.
6. Withdrawal from or a failure to satisfactorily complete the treatment program recommended as a result of an evaluation.
7. Withdrawal from or a failure to satisfactorily participate in an aftercare program, if aftercare is prescribed as a part of treatment.

O. Disciplinary Procedures

Upon a violation of this policy pursuant to Section N, disciplinary action may be taken including the following:

- (1) Enrollment in an employer-provided or approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing,

participation in and successful completion of which is a condition of continued employment. Rehabilitation is only provided (i) if the employee has been employed by the City for at least twelve of the preceding eighteen months, (ii) if it is agreed upon by the employee, and (iii) if the employee has not previously violated this policy.

- (2) Suspension of the employee, with or without pay, for a designated period of time.
- (3) Termination of employment.
- (4) Other adverse employment action in conformance with the employer's written policy and procedures, including any relevant collective bargaining agreement provisions.

Following a drug or alcohol test, but prior to receipt of the final results of the drug or alcohol test, the employee may be suspended, with or without pay, pending the outcome of the test. An employee who has been suspended shall be reinstated, with back pay, and interest on such amount at eighteen percent per annum compounded annually, if applicable, if the result of the test is not a confirmed positive test result for drugs or alcohol which indicates a violation of this policy.

P. Local Collection Sites

For pre-employment or return to duty testing, contact the following:

Medix Occupational Health Services

1824 SW White Birch Circle

Ankeny, IA 50023

(515) 964-9003

Hours: 8:00 a.m. - 5:00 p.m. M-F

Unity Point Occupational Medicine-Ankeny

1810 SW White Birch Drive Suite 111

Ankeny, IA 50023

(515) 964-6974

Hours: 8:00 a.m. – 5:00 p.m., M-F

For reasonable suspicion or post-accident testing, contact the following to complete on-site drug and alcohol testing:

ARCpoint Labs

5911 Meredith Drive, Suite D

Urbandale, IA 50322

(515) 868-0306 during business hours, M-F 8:30 a.m.-5:00 p.m.

(515) 460-0124 after hours and weekends

Q. Education and Training

Policy and guidelines will be distributed by the City of Ankeny to each covered employee and provided to a representative of any employee labor organization. Employees will be provided with informative training regarding the effects of alcohol and drug use, company policy, and procedures for identifying alcohol or drug problems in others. Employees who have questions about the City's drug and alcohol testing program should contact the City's Human Resources Director at City Hall.

Supervisors designated to make reasonable suspicion determinations for drug or alcohol testing under this policy shall attend a minimum of two hours of initial training and ~~to attend, on an annual basis thereafter,~~ a minimum of one hour of subsequent training once every two years. The training shall include, but not be limited to, information concerning the recognition of evidence of employee alcohol and other drug abuse, the documentation and corroboration of employee alcohol and other drug abuse, and the referral of employees who abuse alcohol or other drugs to the Employee Assistance Program.

R. Confidentiality of Test Results

The City shall protect the confidentiality of the results of any alcohol/drug test conducted on an employee. A file separate from the employee's personnel file will be used for medical records and reports of testing.

In order to comply with Section 503(e) of the Drug Free Workplace Act of 1988, the results of a drug test of a City of Ankeny employee or volunteer may not be disclosed without the prior written consent of such employee or volunteer, unless the disclosure would be—

- To the agency in which the employee is receiving counseling or treatment, or is otherwise participating;
- To the Medical Review Officer;
- To the Human Resources Director. The Human Resources Director may notify the department head/supervisor of the employee's absence from work or work responsibilities.
- Pursuant to the order of a court of competent jurisdiction or where required by the United States Government to defend against any challenge against any adverse personnel action.

The following progressive discipline is specifically outlined in order to ensure a fair and consistent application of this policy.

PROGRESSIVE DISCIPLINE FOR DRUG AND ALCOHOL ENFORCEMENT

ALCOHOL

<u>Alcohol Concentration >0.04</u>	
1st Offense	Suspension for balance of day + 5 day suspension + mandatory SAP assessment + 1 year random testing in addition to required follow-up testing
2nd Offense	Discharge

REFUSAL TO COMPLY WITH POLICY REQUIREMENTS

1st Offense	Suspension for balance of day + 5 day suspension + mandatory SAP assessment + 1 year random testing in addition to required follow-up testing
2nd Offense	Discharge

CONTROLLED SUBSTANCES

1st Offense	Suspension for balance of day + 5 day suspension + mandatory SAP assessment + 1 year random testing in addition to required follow-up testing
2nd Offense	Discharge

I HAVE RECEIVED, READ, AND UNDERSTAND THIS POLICY

PRINTED NAME

EMPLOYEE SIGNATURE

DATE

Council approved: 02/06/17

Revision: 4/3/23

Reviewed: 11/19,11/20,11/21,11/22



city of
Ankeny

bringing it all together

Employee Handbook

April 3, 2023

Human Resources

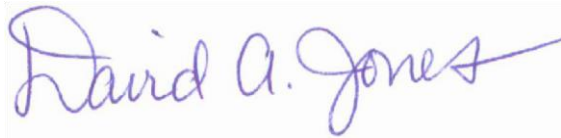
Welcome Letter

Dear Employees:

The most important resource to the City of Ankeny is its employees!

The city has prepared this handbook to help you understand the city's policies and procedures. It also explains some of the benefits that you receive as an employee. For a more detailed explanation please refer to our various benefits handbooks that will be made available to you.

From time to time the city will make changes in the policies and procedures set forth in this handbook. We reserve the right to do this. Please read this manual carefully. Should you have any questions concerning this handbook, please direct them to your immediate supervisor or Human Resources.



David A. Jones

City Manager



Mission & Vision Statements

Mission Statement

The mission of the City of Ankeny is to provide customer-focused, high-quality services and sound fiscal management. By advocating for and engaging our community, we enhance quality of life and protect the community's interests.

Vision Statement

Ankeny is a multigenerational hometown with an independent community spirit. Residents enjoy a safe community, an active lifestyle, thriving businesses and easy connectivity to the region.

Table of Contents

Welcome Letter	1
Mission & Vision Statements.....	1
Mission Statement	1
Vision Statement	1
Introduction	5
1.1 Purpose	5
1.2 Who is covered by this handbook?.....	5
1.3 Civil Service	5
1.4 History of the City of Ankeny	5
Definitions	7
Equal Employment Opportunity (EEO) and Affirmative Action.....	9
Compensation	9
4.1 Pay Plan.....	9
4.2 Job Classification.....	10
4.3 Pay Periods.....	10
4.4 Payroll Deductions/Direct Deposit	10
4.5 Longevity Pay	11
4.6 Hours of Work.....	11
4.7 Overtime & Compensatory Time	11
4.8 Standby Pay.....	12
Leave Benefits: with and without pay.....	12
5.1 Paid Holidays.....	12
5.2 Paid Vacation Leave	13
5.3 Paid Personal Leave	15
5.4 Paid Sick Leave	15
5.5 Donated Leave Policy.....	16
5.6 Paid Injury Leave	16
5.7 Military Leave.....	17
5.8 Family Death Leave	17
5.9 Jury Duty	18
5.10 Voting Leave.....	18

5.11 Unpaid Leave	18
5.12 Family & Medical Leave Act of 1993.....	18
5.13 Pregnancy Leave	19
5.14 Lactation	19
Employee Benefits	19
6.1 Insurance.....	19
6.2 COBRA	20
6.3 Fitness Reimbursement	20
6.4 Flexible Spending Account.....	20
6.5 Deferred Compensation Plan.....	20
6.6 Retirement	20
6.7 Employee Assistance Program.....	20
6.8 Length of Service Award	21
6.9 Employee Training	21
6.10 Tuition Reimbursement	21
Employee Policies	22
7.1 Job Vacancy & Recruitment	22
7.2 Job Posting	22
7.3 Promotion	22
7.4 Personnel Records	22
7.5 Probationary Period	23
7.6 Attendance.....	23
7.7 Personal Appearance	24
7.8 Housekeeping	25
7.9 Inclement Weather	25
7.10 Residence Requirement.....	25
7.11 Wage Garnishments.....	25
7.12 Outside Employment	25
7.13 Hiring of Relatives	25
7.14 Vehicle Policy	26
7.15 Notification of Arrests and Other Governmental Action.....	26
7.16 Electronic Communication.....	27
7.17 Communications and Social Media Policy	27

7.18 Voluntary Resignation.....	27
Occupational Safety and Health	27
8.1 Safety	28
8.2 Required Licenses and Clothing	28
8.3 Sexual Harassment.....	28
8.4 Drug and Alcohol Policy	29
8.5 Smoking and Tobacco Policy	29
8.6 Workplace Violence and Weapons Policy.....	29
8.7 Workplace Bullying	31
8.8 Security Camera Policy.....	32
Employee Conduct and Work Rules	32
Performance Appraisal.....	33
Grievance Procedures	34
Employee Ethics.....	34
12.1 Campaign Activities.....	34
12.2 Candidates for Office	35
12.3 Gift & In-Kind Contributions	35
12.4 Code of Ethics	35
12.5 General Employee Conduct and Ethical Behavior	36
12.6 Reporting Hotline.....	36
City of Ankeny Organizational Chart	38

Introduction

1.1 Purpose

The contents of this employee handbook are presented as a matter of information only. It is not a contract, express or implied. While the City of Ankeny believes wholeheartedly in the plans, policies, and procedures described here, they are not conditions of employment. The City reserves the right to delete from, add to and/or revise the employee handbook at any time without notice to the employee. Although the hope that your employment relationship with us will be long term, your employment is at will, meaning either you or the City of Ankeny may terminate this relationship at any time, for any reason, with or without notice, subject to the provisions of the Iowa Code, Chapter 400.

1.2 Who is covered by this handbook?

This employee handbook applies to all regular full-time and part-time employees as well as seasonal/temporary employees who work for the City of Ankeny. The City of Ankeny will mention from time to time, when a policy or practice may be the same or slightly different for employees who are working under contract terms, or employees working under a collective bargaining agreement. Whenever the policies, terms, conditions or language of this handbook are in conflict with those of a collective bargaining agreement or any other employment contract, the policies, terms, conditions and language of the collective bargaining agreement or employment contract supersede those of the handbook.

1.3 Civil Service

The Iowa Code identifies certain positions as civil service positions and the provisions of section 400.6 govern these positions. All full-time police officers, fire fighters, and appointive full-time employees are covered under Chapter 400 Civil Service. By definition of the section 400.6 of the Iowa Code, the following are not civil service positions in the City of Ankeny:

- The Mayor, City Council, persons appointed to fill vacancies, elective offices, members of Boards and Commissions, and clerk to the Civil Service Commission.
- The City Clerk, Deputy City Clerk, City Attorney, City Treasurer, City Engineer, and other professional city engineers licensed in this state.
- The City Manager and Assistant City Managers.
- The Chief of Police and the Fire Chief.
- The head and principal assistant of each department and the head of each division.
- The principal secretary to the City Manager and the principal secretary to each of the department heads.
- Employees of boards of trustees or commissions established pursuant to state law or city ordinances.
- Employees whose positions are funded by state or federal grants or other temporary revenues.
- All part-time or temporary/seasonal employees.

Seniority rights of employees shall be those set out in Chapter 400.12 of the Iowa Code.

1.4 History of the City of Ankeny

Located near the center of Polk County, the City of Ankeny is situated approximately six miles north of Des Moines on U.S. Highway 69, served by I-35 interchanging with I-80 four miles south of the city. John

Fletcher Ankeny and his wife, Sarah, acquired the 80-acres of land on which the town of Ankeny originally developed, on July 11, 1874. The following year, on April 19, Ankeny and his wife laid out the plan for the city, which bears their name, and recorded the plat three days later on April 22, 1875.

In the early days, there were no decent roads between Ankeny and Des Moines. Much of the land between the two towns was swampy, and in wet weather it was almost impossible to make the trip to Des Moines. A narrow-gauge railroad was completed from Des Moines through Ankeny to Ames in 1874. Passenger service was established on July 11, 1880, with the fare from Ankeny to Des Moines at 33 cents.

Ankeny was incorporated as a town on February 28, 1903, with a total incorporated area of one square mile. Seven years after its incorporation, the United States census indicated a population of 445 persons.

Telephone service was inaugurated in Ankeny in 1903, and electricity was made available to residents for the first time in 1907. Extensive electrical service was not generally available to residents until 1919, when the Central Light and Power Company was granted a franchise to operate a power plant in Ankeny. The first fire department was organized on a volunteer basis in 1909. The total firefighting equipment, at that time, consisted of 3 ladders and 24 galvanized pails.

In 1940, the Federal Government established an ordinance plant for the manufacture of ammunition on the site that is now occupied by the Iowa State University Research Farm and the John Deere Company. Due to the establishment of this plant, Ankeny's population growth experienced a rapid increase, which continued after the John Deere Company purchased the plant in October of 1947. Production of corn pickers began in the Deere plant in February of 1948 with 570 employees. Production later included harvesting equipment for corn, cotton, sugar beets and potatoes, along with grain dryers and self-propelled crop sprayers.

By 1950, the town had grown to a total of 1,229. In 1958, the first home delivery came to Ankeny via the United States Post Office. In 1961, Ankeny officially became a city. The number of residents living in Ankeny at this time was 2,964, more than double the 1950 total. In 1975, Ankeny celebrated its one-hundredth birthday with a population continuing to grow from a 1970 census of 9,151 to a 1980 census of 15,482. The City has experienced an approximate 5 percent annual population growth over the past decade with a 1990 census count of 18,482 to a 2000 census count of 27,117. A special census in 2005 recorded Ankeny's population at 36,161. The US Census Bureau released its 2008 population estimates which again show that Ankeny has had the largest increase in population in the state, growing by nearly 15,000 people between 2000 and 2008. The 2010 census reported a population of 45,582. Ankeny's 2014 special census reported a population of 54,598, making it the third largest city in the Des Moines Metro and eleventh largest in the state. A recent report issued by the US Census Bureau in 2016 stated Ankeny is the third fastest-growing city in the nation. The 2020 census reported a population of 67,887 making it the seventh largest city in the state. Ankeny's current population is estimated to be over 70,000.

We have a Mayor/Council form of government, with a City Manager. The City Council consists of the Mayor and five council members who are elected at large. The Council sets policy for the City, adopts ordinances and resolutions, approves the annual budget, and approves all expenditures. Day-to-day operations of the City are managed by the City Manager. The city employs approximately 800 employees including full-time, part-time, seasonal and temporary employees. A sports complex, two aquatic centers, public library, three fire stations, police station, senior community center and city hall provide residents with contemporary city facilities.

Ankeny has forty-six city parks and greenways, two 18-hole golf courses as well as a 9-hole country club course. A 120-acre youth sports complex was completed in 2002. Just west of Ankeny is Saylorville Lake, a 5,400-acre lake with recreational and camping facilities. Big Creek Lake, an 866-acre lake is just north of Ankeny. Both provide opportunities for hiking, boating, swimming, biking, camping and fishing.

The community's K-12 public education needs were historically met by just the Ankeny Community School District, the 7th largest district in the state. But due to rapid growth and new residential development, the community is also served by a smaller but growing North Polk Community School District. Both districts enjoy outstanding reputations in Iowa and the Midwest for exemplary and balanced programs designed to meet the needs of all students. Students routinely rank among the best in the state in music, sports and academics. Other private education options available are Ankeny Christian Academy and St. Luke The Evangelist Catholic School.

Ankeny is home to Des Moines Area Community College, the state's largest community college. Built in 1970, the DMACC campus is constructed on a 320-acre site and services an eleven-county area offering a wide variety of educational programs designed to meet the different interests, abilities and personal objectives of adults of all ages regardless of prior educational achievements.

Faith Baptist Bible College is located on a 40-acre campus in northwest Ankeny. FBBC is a private, co-educational, degree-grant undergraduate Baptist Bible College and offers Associate of Arts, Bachelor of Science, Bachelor of Arts, and Bachelor of Theology Degrees.

Ankeny has a long history of supporting businesses, both big and small, and fostering an environment where businesses can be successful and continue to grow in Ankeny. A cooperative spirit fostered public and private partnerships between the City and businesses that has resulted in attracting a number of prominent companies including, Kreg Tool, PowerPollen, Casey's Corporate Headquarters, John Deere Des Moines Works, Bayer, B&G Foods/Tone's Spices, Perishable Distributors of Iowa, Baker Group and several other prominent companies. As a community with over 70,000 residents, Ankeny is a major, full-service retail and service hub supporting the needs of residents while also drawing visitors of all ages from outside our community to visit Ankeny's national retailers, independent shops, unique dining establishments, abundant recreational opportunities and entertainment amenities.

Ankeny Regional Airport is located adjacent to Interstate 35 and one of the area's top business parks, Metro North. The airport features a 5,500-foot main runway and is among the fastest growing general aviation airports in the nation.

Definitions

Listed below are the definitions of some common terms found in this handbook:

Appeal — An application for review of an alleged grievance submitted or instituted by employees to a higher authority.

City — The City of Ankeny

City Employee — A person who is employed by the city and is compensated by salary or hourly wages. Not included are elected officials, appointed members of boards, contractors, and employees of contractors.

City Manager — Is the chief administrative officer of the City of Ankeny, appointed by the Mayor and City Council, who is responsible for the day to day operations of the city. The City Manager ensures that city policies are properly administered, and is the appointing authority for the city.

Civil Service Commission — A three-member commission, appointed by the Mayor and approved by the City Council, to oversee that the provisions of the Code of Iowa, Chapter 400 are followed.

Compensation — The salary, wage, allowances and other forms of similar consideration earned by or paid to you for working in a position.

Compensatory Time off — Time off from work instead of monetary pay for overtime worked.

Demotions — The movement of an employee to a job class having a lower maximum pay grade. A reclassification is not considered a demotion.

Discharge — The separation of an employee from city employment for cause.

Discrimination — A showing of bias or favoritism in treatment because of race, sex, age, color, ancestry, sexual orientation, gender identity, national origin, religion, physical handicap, etc.

Eligibility List — A list containing the names of individuals qualified for appointment to civil service positions.

Exempt Classification — A job not subject to the provisions of the Fair Labor Standards Act with respect to minimum wages and overtime. Management and professional classifications are considered exempt.

Grievance — A formal written complaint by a city employee through proper administrative channels alleging that their employment or productivity has been adversely affected by unfair treatment, unsafe or unhealthy working conditions, inaccurate application of Ankeny's policies or procedures, or unlawful discrimination.

Human Resources Director — The individual designated to establish and administer on a daily basis the city's personnel management procedures in accordance with policies established by the City Manager, Mayor, and Council.

Leave — An approved absence from work as provided for by personnel policies and the employee handbook.

Outside Employment — Employment of any kind engaged in by a city employee for which compensation is received from a source other than the City of Ankeny.

Overtime — Authorized time worked by an employee in excess of regular work schedule as provided for in the Fair Labor Standards Act.

Pay Plan — The official pay schedule approved by the City Council. The plan assigns a rate of pay to each class, such as a pay range.

Promotion — Any movement of an employee from a position in one class to a position in another class having a higher pay grade. Reclassifications are not considered a promotion.

Regular Full-time Employee — An employee who normally works a minimum of 40 hours per week. Anyone who is considered regular full-time is eligible to enroll and participate in the city's benefit programs.

Regular Part-time Employee — An employee who is regularly scheduled to work year-round, with a minimum of 20 hours but less than 40 hours worked per week. Eligible for paid leave benefits on a prorated basis. May qualify for health insurance under the Affordable Care Act. This excludes temporary/seasonal employees. (Revised 1-1-98)

Retirement — The separation of an employee from the service of the city who is eligible for and receives benefits from a recognized retirement system.

Seasonal/Temporary Employee — An employee who may work full- or part-time during one or more seasons. May qualify for health insurance under the Affordable Care Act.

Sexual Harassment — Unwelcome sexual advances, requests for sexual favors, and/or all other verbal or physical conduct of a sexual or otherwise offensive nature where (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment, (2) submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting the individual, and/or (3) such conduct has the purpose or effect of unreasonably creating an intimidating, hostile, or offensive working environment.

Termination — The separation of an employee from the service of the city; including death, rejection, discharge, layoff, resignation or retirement. The termination date will be the last working day of the employee, unless otherwise determined by the City Manager.

Transfer — The movement of an employee from one position to another. This could be within the same job classification or in a different classification.

Vacancy — A position duly created and not abolished which is not currently occupied by an employee.

Equal Employment Opportunity (EEO) and Affirmative Action

The City of Ankeny is an equal opportunity employer and is committed to fair and equal treatment of all employees without regard to race, color, age, religion, sex, sexual orientation, gender identity, ancestry, national origin, or handicap that does not interfere with job performance with reasonable accommodation.

The City is committed to administer all personnel actions in compliance with federal and state regulations. The City refrains from using policies that discriminate in such matters as employment, promotion, demotion, transfer, compensation, benefits, training and education. The City's policies also prohibit sexual harassment of any kind. If any employee feels discriminated against or harassed, they should direct their problem either to their immediate supervisor or to human resources. All complaints will be investigated and resolved promptly. The confidence of the employees involved will be maintained to the extent possible.

The City will comply with all federal and state regulations regarding affirmative action.

Compensation

4.1 Pay Plan

The City seeks to balance the need to be prudent with public funds and the compensation needs of its employees. The city competes for a talented dedicated workforce in the same labor market as private sector employers. Accordingly, the City frequently assesses the labor market in order to determine the

competitiveness of your pay plan. Most likely the City will not be the highest paying employer in the area. However, we do offer a competitive total compensation package and a work environment where you can feel good about your contribution to improving the community where you live.

Each job classification shall be assigned to the appropriate salary range. Newly appointed employees will normally start at the minimum rate of pay in the range. Generally, step increases in pay will occur at the beginning of each fiscal year.

4.2 Job Classification

The job classification plan shall consist of the various classification titles as approved by the City Council. The plan shall be administered by the City Manager to ensure that the job class specifications are accurate and current.

All employees are designated as either non-exempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and the employee's employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the City of Ankeny.

Non-exempt employees – are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt for the law's requirements concerning minimum wage and overtime.

Exempt employees – are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the US Department of Labor.

4.3 Pay Periods

Payday is every other Friday (bi-weekly). If payday falls on a holiday, you will be paid prior to the holiday. Your pay period will begin on Monday and end on the Sunday prior to the Friday pay date.

The city provides a variety of benefits to regular full-time employees. The city provides certain paid leave benefits on a prorated basis to regular part-time employees. These benefits are part of the total city compensation package. Brochures concerning benefits are available from the Human Resources Department.

4.4 Payroll Deductions/Direct Deposit

The City of Ankeny offers a wide variety of payroll deduction options to include:

- Deferred Compensation (457 Plan)
- Group Medical, Dental, Life and Long-term Disability Insurance
- Medical and Dependent Care Flexible Spending Accounts (125 Plan)
- Voluntary Life Insurance and other employer sponsored voluntary benefits
- Charitable Organizations (United Way, Iowa Shares)

The direct deposit of payroll checks is also provided and encouraged. All new employees are required to sign up for direct deposit. An employee may divide their check among three depositories and/or accounts for same day ACH deposit. Contact the Human Resources Department for additional information on direct deposit.

If, for some reason, an overpayment of wages occurs, employees will be given the option of paying back the amount overpaid in a lump sum, or they may elect to pay the overpayment back over a series of payrolls mutually agreed upon.

4.5 Longevity Pay

The city will contribute the following amounts to your salary for full-time employees depending on your years of service.

Longevity Schedule (Continuous Service)	Additional Per Year Amount	Total Yearly Amount
after 5 years	\$500	\$500
after 10 years	\$500	\$1,000
after 15 years	\$500	\$1,500
after 20 years	\$500	\$2,000
after 25 years	\$500	\$2,500

4.6 Hours of Work

All employees shall be scheduled to work on a regular work schedule and shall have a regular starting and quitting time. All full-time employees shall work a forty (40) hour workweek but schedules may be flexible or vary depending on the position. For some personnel a workweek may consist of a variety of work schedules such as 24 hour shifts in the fire department and 9 hour shifts in the police department. The workweek covers seven consecutive days beginning on Monday and ending on Sunday. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. Employees whose shift starts one day and ends the next will have the hours counted on the day the shift began.

You are expected to be at your work place in accordance with approved hours of work, holidays and leaves. All non-exempt employees must record their working time and nonworking time in the appropriate time keeping system. Employees may not punch other employees in/out without prior approval from a supervisor. The time keeping system rounds punches to the nearest quarter hour, therefore you should not punch in more than seven (7) minutes prior to your scheduled start time to prevent unauthorized overtime. Employees are expected to be engaged in carrying out their duties during all scheduled work time and should be ready to begin working at their scheduled starting time.

Lunch Hours: Your supervisor will advise you of your assigned time as the city must maintain adequate work coverage. Each employee shall be allowed an unpaid lunch period when working eight (8) hours or more per day, which shall generally be scheduled in the middle of the work shift. Lunch periods shall be scheduled by the department supervisor, who will give appropriate consideration to department needs and regulations. Such periods will not be more than one (1) hour nor less than thirty (30) minutes.

Work Breaks: Each employee may take a 15-minute rest break for every four hours worked. The direct supervisor is responsible for determining when and where employees take rest breaks.

Rest break time does not accrue; if unused it is lost. You may not save your break times to extend a lunch period or leave work early.

4.7 Overtime & Compensatory Time

All employees are expected to work overtime when necessary. If you are a non-exempt employee and work in excess of forty hours in any workweek, you will be paid either cash or compensatory time at a rate of time and one-half. Employees engaged in fire protection or law enforcement may have different work periods and their overtime shall be compensated in accordance with Section 7(k) of the Fair Labor Standards Act.

Full-time employees who are required to work on a Sunday that is outside of the regular Monday-Friday work schedule, will be paid either cash or compensatory time at the rate of double-time.

Full-time employees who are scheduled or called to work outside their regularly scheduled shift, will be paid a minimum of two (2) hours cash or compensatory time at the rate of time and one-half, regardless of the amount of time actually required to perform the task(s) assigned.

Full-time employees who are scheduled or called to work outside but contiguous to their regularly scheduled shift, will be paid for the actual hours worked in cash or compensatory time at the rate of time and one-half for those hours that exceed the regular shift.

For purposes of computing overtime hours, all hours for which the employee actually works, as well as all approved paid leave, including sick leave, shall be considered as hours worked.

Fire fighters and police officers covered under the collective bargaining agreements are excluded from earning compensatory time.

If you elect compensatory time, you will be allowed to be compensated with comp time up to a maximum of eighty (80) hours per fiscal year. All accumulated compensatory time not taken by the end of the fiscal year will be paid. Compensatory time may be used in increments of one-quarter hour and will be scheduled mutually by the Employer and the Employee.

Exempt employees are eligible to receive administrative time for excess hours worked. The intent of administrative time is not to provide hour for hour time off, but rather to allow management the flexibility to recognize employees who work extra time to provide services.

4.8 Standby Pay

Standby pay only applies to eligible employees working in the Municipal Utilities department. An employee designated to be in standby status is responsible for keeping the Employer aware of their whereabouts and shall be accessible by telephone. The Employer may establish reasonable reporting time and procedures for implementation of this section. An employee in standby status shall receive \$10 per day for each day on standby.

Leave Benefits: with and without pay

5.1 Paid Holidays

The following days shall be recognized and observed by regular full-time and regular part-time employees as paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday following Thanksgiving
- One additional day either before or after Christmas Day (see below)
- Christmas Day

Employees shall be eligible for holiday pay provided they work the last scheduled working day before and the next scheduled working day following the holiday, or provided they are on approved leave (either paid or unpaid) for those same days. In approving leave around a holiday, directors/division heads must ensure adequate personnel are on-duty to conduct departmental business.

If the holiday falls on a Saturday, the Friday before the holiday will be observed, and if the holiday falls on a Sunday, the Monday after the holiday will be observed. When Christmas falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the legal holiday observance, the preceding workday shall also be observed as a holiday. When Christmas falls on Sunday, Monday, or Thursday, in addition to the legal holiday observance, the following workday shall also be observed as a holiday.

Non-exempt employees who are required to work on any of the holidays listed above, shall be paid double time for all hours worked on the holiday, or compensatory time off at the rate of two (2) hours for each hour worked, in addition to the regular holiday pay.

If you are on a paid leave of absence, and the holiday occurs during your leave, the holiday will not be counted as part of that leave of absence.

Fire department personnel working 24-hour shifts will not receive paid holidays, but will be expected to work all official holidays that fall upon their regular shift day unless authorized in advance to use other paid leave time on that day. If an Employee's regular work schedule includes a holiday, they shall be paid time and one-half (1 ½) for each hour worked on the holiday. If an Employee volunteers or is required to work a holiday that is not a part of their regular work shift, they shall receive double time (2) in lieu of time and one-half (1 ½).

The holiday work rate of pay shall start at the beginning of the shift on the day of the actual holiday and continue for 24 hours until the end of the shift on the next day. The one additional day at Christmas will be designated as Christmas Eve Day. The actual calendar day the holiday falls will be the recognized day to receive the premium pay. This also applies to part-time paid on call firefighters who work on a holiday.

5.2 Paid Vacation Leave

All regular full-time employees are granted vacation based on the following schedule*:

Length of Service	Accrual
0-4 years	80 hours per year
5-9 years	120 hours per year
10-14 years	160 hours per year
15-24 years	200 hours per year
25+ years	240 hours per year

* Vacation schedules for employees covered by union contracts are found therein.

Regular part-time employees are granted vacation that is prorated on the basis of their regularly scheduled hours within the two week (80 hours) pay period. For example, a part-time employee that is regularly scheduled to work 40 hours within the two-week pay period would receive 50% of the leave benefit provided to a comparable full-time employee; 60 hours 75%, 64 hours 80% and so on. (Approved July 1, 2001)

Fire department personnel working a 24-hour shift will accrue vacation at the rate of 1.4 times the hours accrued for personnel working an 8-hour shift. Police department personnel working a 9-hour shift will accrue vacation at the rate of 45 hours per week instead of 40 hours per week. You will not accrue additional vacation until you have completed twelve (12) consecutive calendar months of service.

Your immediate supervisor needs to approve all vacation leaves in advance. All employees should take a minimum of one week of their accumulated vacation as a full week. All remaining accumulated vacation may be used in one (1) hour increments, unless prior approval is granted for a smaller amount.

If one of the paid holidays occurs during your vacation, the holiday will not be counted as part of your vacation time.

An Employee will automatically carry-over any remaining vacation up to the annual accrual as long as the balance does not exceed two times the annual accrual. For example, if you earn 80 hours of vacation and don't use it, you may carry-over the 80 hours and earn your new 80 hours for a balance of two times your annual accrual. The city does not make cash payments in lieu of not taking a paid vacation, unless you are under a specific contract or agreement that would allow this. One exception to this rule is that if you have declared a bona fide retirement date, after your last annual vacation accrual you may choose a one-time cash payout of your accrued vacation leave prior to your retirement date.

An Employee, who is laid off, discharged, resigns, or separates from the service of the Employer or dies, shall be compensated in cash for unused vacation they have earned at the time of such layoff, discharge, resignation, separation or death provided they have successfully completed their probationary period and have given a minimum of two weeks written notice.

An employee who has completed at least 20 years of service with the City of Ankeny or who is taking a bona fide retirement from IPERS or MFPRSI shall be compensated for their unused vacation balance by placing this payout amount into a Retirement Health Savings Plan (RHS Plan) to be used for post-retiree health care expenses and/or premiums.

Accrued vacation time may not be used to satisfy the two week minimum termination notice requirement, unless waived under special circumstances by the City Manager. All unused vacation will be paid in lump sum on the employee's last paycheck. An employee's termination date will be their last working day.

Under certain circumstances, the City Manager may approve an exception to the above policy. The department director may request approval for the use of the employee's unused vacation to extend the termination date of the employee beyond their last working day so long as all of the following conditions are met:

- The extended period is for no more than two weeks
- While the employee is "on vacation" they may not accrue any additional vacation time by passing their anniversary date

- Extending the termination date does not cost an additional full month of insurance coverage to the City

5.3 Paid Personal Leave

The city provides paid personal leave to regular full-time and regular part-time employees.

Each year on July 1, each regular full-time employee shall receive 32 hours of personal leave. Eligible Employees hired between July 1 and October 1 shall receive 32 hours of personal leave. Eligible Employees hired after October 1 but prior to January 1 shall receive 24 hours of personal leave. Eligible Employees hired after January 1 but prior to April 1 shall receive 16 hours of personal leave. This personal leave must be used on or before June 30th of the following year. Regular part-time employees will receive a prorated amount on the basis of their regularly scheduled hours within the two week (80 hours) pay period. Certain groups of employees may receive a differing amount of personal leave based on a contract or agreement.

Fire department personnel working a 24-hour shift shall receive 96 hours of personal leave. Police department personnel working a 9-hour shift shall receive 36 hours of personal leave. Personal leave does not accumulate from one year to the next.

Personal leave may be taken in one-hour increments, unless prior approval is granted.

Your immediate supervisor needs to approve personal leave requests.

Personal leave is not paid out at time of separation. You must use it prior to your last working day or you lose it.

5.4 Paid Sick Leave

As a regular full-time employee, you will accrue sick leave on the first pay period of each month at the rate of 8 hours per month after the first 30 days of employment. Total accumulation cannot exceed 1,600 hours. Regular part-time employees will receive a prorated amount on the basis of their regularly scheduled hours within the two week (80 hours) pay period. Fire department personnel who work a 24-hour shift will accrue sick leave at the rate of 1.4 times the hours accrued for personnel working an 8-hour shift.

You may take sick leave for medical or dental appointments during working hours, which may be used in units of 1/4 hour. You shall notify your immediate supervisor prior to your regular scheduled reporting time if you are going to be absent. Your supervisor may require a doctor's excuse if there is reason to believe an abuse of sick leave is occurring or if you are absent for more than three consecutive days. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal. If you are sick on a holiday or scheduled vacation, that time will not be charged as sick leave used.

You can use up to 40 hours per calendar year to care for the health or medical needs of immediate family. Fire personnel working 24-hour shifts can use up to 72 hours per calendar year. In the event of a catastrophic illness or injury, where the immediate family member's life is at risk, an additional 80 hours of sick leave may be granted by the City Manager. For purposes of sick leave usage, immediate family is defined as spouse, child, step-child, parent or step-parent.

Regular full-time and part-time employees who have an illness or injury off the job may request a temporary modified work assignment. Please notify your supervisor and Human Resources to discuss if

light-duty work is available. Temporary modified work is always dependent upon individual circumstances.

You can use up to 80 hours of sick leave in connection with the birth of your child, to assist your spouse in recovering from childbirth, or for the placement of a child for adoption or foster care. Parental leave must be used within 120 calendar days immediately following the birth or placement of the child. Parental leave will be treated as FMLA leave and counted against the FMLA leave entitlement.

Upon an employee's separation of service in good standing, an employee who has completed at least 20 years of service with the City or who is taking a bona fide retirement from IPERS or MFPRSI shall be paid 25% of their sick leave balance, up to a maximum of 400 hours. This compensation shall be placed into a Retirement Health Savings Plan (RHS Plan) to be used for post-retiree health care expenses and/or premiums. There shall be no payout of any sick leave balance for employees who involuntarily terminate or resign in lieu of termination.

5.5 Donated Leave Policy

The City of Ankeny recognizes that an employee or immediate family member may suffer from a catastrophic illness or injury resulting in circumstances where the employee lacks sufficient paid leave time to care for themselves or a family member. The City will allow employees an opportunity to donate accumulated leave to an employee who has exhausted all forms of paid leave for which the employee was eligible. This policy is strictly voluntary and for the sole purpose to assist employees who have a personal or family catastrophic illness or injury. An employee may not directly or indirectly intimidate, threaten, or coerce any other employee or interfere with any right that employee may have with respect to donating, receiving, or using available leave. Such acts of coercion will be the basis for taking disciplinary actions. The City Manager has the authority to grant exceptions to this policy by modifying or waiving any provision pertaining to eligibility or procedure. This will only be given consideration upon a joint recommendation by the appropriate department director and Human Resources Director. [Donated Leave Policy](#)

5.6 Paid Injury Leave

All employees can receive paid injury leave when they incur an injury or occupational disease that occurred while performing work duties. During the leave, the city pays you your full wage or salary less any amounts paid to you by worker's compensation insurance for lost time. The waiting period of three days will be compensated to employee and charged to accrued sick leave. The portion compensated by the city shall be calculated and charged to accrued sick leave. Temporary employees incurring an injury will be paid to the end of their shift that day.

If you should be injured on the job, notify your supervisor immediately, then you and your supervisor must contact Company Nurse at 1-888-770-0928 to report the injury and receive treatment information. Your supervisor will complete the Employer Investigation Report and submit that to Human Resources. Job-related injuries are covered under the provisions of Worker's Compensation. Please refer to this document for [questions related to worker's compensation](#).

The City has a designated clinic as its worker's compensation authorized treating clinic as provided by law under Iowa Code Chapter 85.39. Employees with a work-related illness or injury will be required to have their initial evaluation with this clinic. If appropriate, and with prior approval from the work comp carrier, the designated clinic may make referrals to other specialists.

If an employee decides to go to another provider without the referral from the authorized treating clinic,

the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless seen by the authorized treating clinic.

It is the policy of the City of Ankeny to provide temporary modified work, if available at the earliest possible date following an injury or illness, for employees who are unable to return to their regular job classifications. This policy is to complement the procedures applicable to employees eligible for reasonable accommodation or covered under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). [Return to Work Policy](#)

Employees covered by the Municipal Fire and Police Retirement System (MFPRSI) are exempt from workers' compensation benefits. The above procedures still apply to this group of employees; however, the City will pay the regular wages of the employee who is injured on the job and unable to work due to a temporary disability. Permanent disabilities are paid by the MFPRSI under Chapter 411 of the Iowa Code.

5.7 Military Leave

All employees who are members of a reserve force of the United States or of the state shall be granted a leave of absence when ordered to attend a training program or perform other duties under the supervision of the United States or this state. Any employee who enters into active service in the Armed Forces of the United States while in the service of the City of Ankeny shall be granted a leave of absence for the period of military service. [Iowa Code Chapter 29A](#)

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

However, where the employee's military duty is for a period of thirty (30) days or more, military leave is required for all days that the employee is performing military service.

Military leave that exceeds the 30-day per calendar year allotment may be taken with pay if the employee chooses to use vacation, personal, PTO, and/or compensatory time or without pay at the request of the employee.

Copies of your orders are required to be given to your department director or designee at least ten working days prior to reporting for duty whenever possible. If the military orders require reporting to duty sooner than ten working days' notice, the employee will provide a copy of the orders as soon as they are received by the employee.

5.8 Family Death Leave

If you are a regular full-time or regular part-time employee and there is a death in your immediate family defined as spouse, child, parent, step-parent, step-child, father-in-law or mother-in-law, you may take up to five working days off without loss of pay. Fire personnel working 24-hour shifts may take two shifts off without loss of pay for immediate family. For other family members defined as brother, step/half-brother, brother-in-law, sister, step/half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, step-grandchild, grandparent or grandparent of a spouse, you may take up to three working days off without

loss of pay. Fire personnel working 24-hour shifts may take one shift off without loss of pay for other family members. This provision also includes leave for miscarriages and stillbirths.

5.9 Jury Duty

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

5.10 Voting Leave

All city employees are entitled to vote in an election. However, if you do not have three consecutive hours of non-work time in the period between the opening and closing of the polls, you are entitled to limited paid time off to go vote. Notice must be given to the employee's supervisor prior to taking leave.

5.11 Unpaid Leave

Regular full-time and regular part-time employees may ask their department director for leave without pay after six months of service with the City of Ankeny. The request shall be submitted in writing indicating the reason and length of time of absence. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible. The Human Resources Director along with the department director shall grant or deny the leave taking into consideration the division's work units, work load and the Employee's request. Unpaid leave prior to six months of employment will be determined on a case by case basis by the department director and the Human Resources Director.

5.12 Family & Medical Leave Act of 1993

In accordance with the Family and Medical Leave Act of 1993 it is the policy of the city to grant up to 12 workweeks of family and medical leave during a 12-month period to eligible employees. Medical leave necessitated by pregnancy shall be allowed to eligible employees pursuant to the provisions of federal and state law.

To be eligible for Family and Medical Leave, the employee must:

- have been employed by the city for at least 12 months, and
- have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

The employee must submit a Request for Family/Medical Leave and be taking the leave for one or more of the following reasons:

- the birth of the employee's child and in order to care for that child.
- the placement of a child with the employee for adoption or foster care and to care for the newly placed child.
- to care for a spouse, child, or parent with a serious health condition;
- for the employee's own serious health condition that makes the employee unable to perform the functions of their position.
- Qualifying exigency leave for families of members of the Armed Forces when the covered military member is on active duty or called to active duty in support of a contingency operation to a foreign country or international waters. This includes the employee's spouse, son, daughter, or parent.

- Military caregiver leave (also known as covered servicemember leave) to care for an ill or injured servicemember.

The leave may be paid, unpaid, or a combination of paid and unpaid depending on the circumstances as specified:

- Birth of child - An employee taking leave for the birth of a child must use paid sick leave if available for physical recovery following childbirth (typically six weeks). A doctor's note will be required for the period of physical recovery. The employee must then use all other paid leave, and then will be eligible for unpaid leave for the remainder of the 12 weeks.
- Care for newborn child after birth, adoption, or foster care - An employee taking leave to care for a child after birth, adoption, or foster care may use up to 40 hours of sick leave if available (in accordance with the Employee Handbook 5.4) and then all other paid leave prior to being eligible for unpaid leave.
- Serious health condition - An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a spouse, child, or parent must first use sick leave (in accordance with the Employee Handbook 5.4) then all other paid leave prior to being eligible for unpaid leave.
- Other authorized leave - If the employee has accrued paid leave the employee must use paid leave first and take the remainder of the twelve weeks as unpaid leave.

For leaves taken because of the employee's or a covered family member's serious health condition, the employee may be required to submit a completed "Physician or Practitioner Certification" form and return the certification to the Human Resources Department. [Family Medical Leave Act Policy](#)

5.13 Pregnancy Leave

Employees not eligible for FMLA leave who are temporarily disabled because of pregnancy or related medical conditions are entitled to unpaid leave for the period of temporary disability or for 8 weeks, whichever is less.

5.14 Lactation

The City of Ankeny will provide reasonable break time for an employee to express breast milk for a nursing child for 1 year after the child's birth. The City will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The frequency of breaks needed to express milk as well as the duration of each break will likely vary, and the employee must communicate with their supervisor regarding the timing of breaks.

Employee Benefits

6.1 Insurance

The group insurance program the city provides for regular full-time employees and their families is one of the most attractive programs available. The program is constantly being reviewed to provide a cost-effective foundation upon which you can build the security and well-being required for you and your family. The following is a brief outline of the coverage provided:

- Medical
- Dental

- Life Insurance
- Long-term Disability Insurance
- Voluntary Life Insurance
- Voluntary Vision Discount Program
- Other voluntary insurance products

Please contact the Human Resources Department for more information on insurance.

6.2 COBRA

By law the city must offer continuation of health coverage to employees and dependents under certain termination-of-employment situations.

Please contact the Human Resources Department for a summary of your rights and obligations under the law.

6.3 Fitness Reimbursement

To encourage the physical wellness of our employees the City offers a \$18/month fitness reimbursement to all full-time and regular part-time employees for wellness activities. This amount may differ for employees covered by a collective bargaining agreement. Please contact the Human Resources Department for more information on this reimbursement.

6.4 Flexible Spending Account

Regular full-time and regular part-time employees (who qualify for health insurance under the Affordable Care Act) are eligible to participate in the City's Section 125 Flexible Benefit Cafeteria Plan. As a part of the City's Section 125 plan, any premiums you pay for medical or dental insurance will be deducted from your paycheck on a pretax basis.

Eligible full-time employees may also contribute pretax dollars to a flexible spending account to pay medical costs not covered by insurance and/or dependent care expenses. The Human Resources Department will distribute more information prior to the beginning of each plan year.

6.5 Deferred Compensation Plan

The City of Ankeny provides a deferred compensation plan for regular full-time and regular part-time employees. Employees may defer, or set aside, a portion of their paycheck and delay paying federal and state taxes on that amount, usually until they retire. Details on the plan and other various investment options are available from the Human Resources Department.

6.6 Retirement

The retirement program for all regular full-time, part-time, and certain seasonal/temporary employees (except full-time police officers and fire fighters) is the Iowa Public Employees' Retirement System (IPERS). For full-time police officers and fire fighters the retirement system is the Municipal Fire and Police Retirement System of Iowa (MFPRSI). Detailed information about both systems is available from the Human Resources Department.

6.7 Employee Assistance Program

With the hectic pace of our daily lives, we encounter a variety of problems at home, work or other life

areas. It is not uncommon to experience marital, emotional, legal, alcohol/drug, financial, family or a wide variety of other problems. Generally, we are able to deal on our own with the stressors of everyday living; however, in some situations outside help may be welcome. Regardless of the type of problems, help is available through the Employee Assistance Program (EAP).

EAP's service is offered as a benefit to all employees and family members within our organization. Initial counseling and referral services are confidential and at no cost. Counselors are available 24-hours a day, 7-days a week. If problems do arise, the employee assistance program can help. If you need it, please use it. Refer to your benefits booklet for contact information.

6.8 Length of Service Award

The City appreciates and recognizes the importance of your continuing service with the city. All regular full-time and part-time employees will be presented a Service Award commemorating your service after your 5th, 10th, 15th, 20th, 25th and 30th years of employment with the city.

6.9 Employee Training

The City of Ankeny encourages its employees to attend conferences, seminars and training sessions of benefit to the employee in enhancing job performance, skills and knowledge. A request for approval to attend conferences, seminars or training sessions must be submitted on the proper forms and signed by the department director. For a detailed description of policies and procedures on employee training and travel, refer to the [Travel and Training Policy](#).

6.10 Tuition Reimbursement

The City of Ankeny encourages regular full-time employees to improve their knowledge, abilities and skills. Tuition reimbursement shall be limited to \$1,200 per fiscal year, for courses which directly relate to the employee's current position or which are a part of a program leading to an associate degree, a bachelor's degree or a graduate degree in a field which is related to the employee's current position or a position which the employee may have a reasonable expectation of being promoted to while employed with the City. In order to be eligible for tuition reimbursement each employee is subject to the following requirements:

- The employee must be a non-probationary full-time employee.
- The employee must submit the "Application for Course Approval and Tuition Reimbursement" form, before enrolling, to the department director and City Manager for approval.
- The course shall directly relate to the employee's current position or position in which the employee would have a reasonable expectation of being promoted to; or any course, including outside-the-major electives, required for a degree or certificate in a field either directly related to the employee's current duties or a field in which the employee would have a reasonable expectation of being promoted to while employed by the City.
- The employee must submit a statement of the tuition charges and proof of payment that the employee paid for the tuition or is going to pay back through a student loan. Tuition that is paid from other sources, therefore not an expense to the employee, are not eligible for reimbursement.
- The employee must submit course completion with a grade of a C or better. When an institution provides a course on a pass/fail option only, the City will honor a "pass" grade.
- Courses are to be completed during non-working hours unless prior approval is given by the

department director and the City Manager.

- The employee must attend a college, university, trade school, business school or other institution which meets the requirements of an accrediting association recognized by the U.S. Department of Education.
- The employee must agree to remain employed by the City for an additional one (1) year after the course has been completed, or shall refund tuition payments to the City on a prorated basis for the months not worked.

Employee Policies

7.1 Job Vacancy & Recruitment

The City of Ankeny recruits the most qualified persons regardless of race, sex, sexual orientation, gender identity, color, religion, age, ancestry, national origin or handicap (provided such handicap does not interfere with job performance with reasonable accommodations). The City will not hire relatives of regular full-time or part-time employees when employment would result in an employee being in a position supervised by a relative. A more detailed description of the policy on hiring of relatives is found in paragraph 7.13 Hiring of Relatives.

The Human Resources Director, in consultation with the City Manager, and department directors, determines whether each job classification is an open or promotional vacancy. Typically, promotional job classifications are those in which employees in a lower classification would gain the experience to qualify. Vacancies in civil service promotional grades are filled primarily by a promotion or transfer of a qualified civil service employee. Vacancies in civil service open positions eventually are filled by qualified persons either within or outside city employment.

7.2 Job Posting

The City of Ankeny, in its employment efforts, will post a job announcement on the public bulletin board; on the city website; and online with job boards and trade and professional websites if applicable. The recruitment of civil service positions will follow the Code of Iowa section 400.

7.3 Promotion

Promotion is another process of selection for staffing and is concerned with filling positions from among persons already in the service. A promotion represents the advancement of an employee in terms of a higher paid job, with increased responsibilities, greater skill and advanced status or prestige. The promotion policy concerns itself with that aspect of developing a plan to ensure management that the best talent in the organization can render even greater service, and that employees are aware of the avenues open to them and the extent to which advancement will be governed by work performance. Promotion procedures will follow the Code of Iowa section 400.9.

7.4 Personnel Records

The city keeps a separate, confidential file for each employee that includes the employment application, experience records, and other pertinent information. These files are used to provide information for payroll deductions, determine eligibility for benefit programs, pay increases, and other personnel related matters.

All information is kept confidential, with only authorized personnel having access to it.

You may review your file to examine the contents. You must do this in the Human Resources Department in the presence of the Human Resources Director in order to preserve the security of your information. You may not remove any item from the file.

We would appreciate your help in keeping your records up to date. Please contact Human Resources if you have any change in the following:

- Name
- Address / phone number
- Marital status
- Beneficiaries
- Dependents
- Persons to be notified in the event of an emergency

Iowa law governs the access to City of Ankeny records and information. Please refer to Chapter 22 (Open Records) of the Iowa Code for guidance on this matter.

7.5 Probationary Period

Your first six months of employment are a time for both of us to get to know one another. If during the probationary period it is determined that you do not fulfill the requirements of your employment, you will be terminated.

Exceptions: All new police officers shall be subject to a nine-month probationary period following certification from the law enforcement academy. If a new employee has already been certified at the time of hire, their probationary period shall be nine months from date of hire. The probationary period for full-time Firefighter/Paramedic and Firefighter/EMT is one year.

7.6 Attendance

Paid time off (vacation, personal, etc.) must be scheduled with the employee's supervisor in advance. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off. Absences due to illness or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

If any employee is absent because of an illness for more than three (3) or more consecutive days, their supervisor may request that the employee provide written documentation from the attending physician as to the reason for the absence and must advise Human Resources of the absence. The employee is required to provide written documentation from a doctor stating they are able to resume normal work duties before the employee will be allowed to return to work. Employees are responsible for any charges made by their doctors for this documentation.

Not reporting to work or not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no-call/no-show will result in a written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no-call/no-show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.

7.7 Personal Appearance

It is the policy of City of Ankeny that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation. Radical departures from conventional dress or personal grooming are not permitted, regardless of the nature of the job performed. Every employee has some contact with others, and therefore represents the City of Ankeny in their appearance as well as by their actions. Quality service to the public includes the clean and professional appearance of the people who provide those services. All employees' clothing should be professional and appropriate to the work performed, as set forth in these policies, and determined by each department director. The properly attired employee helps to create a favorable image for the City of Ankeny. The following guidelines should be followed by all employees; however, nothing in this policy prohibits a department director from establishing a more stringent dress code for their office or department.

- Employees are expected to dress in a manner that conforms to each department's dress code, and is normally acceptable in their work area.
- All employees must maintain a clean, well-kept appearance.
- Clothing must be clean, well-maintained and fit properly. Tight fitting, over-sized, torn, and revealing or provocative clothing is considered unacceptable. Certain articles of clothing such as miniskirts, halter tops, sweatpants, wind pants and pajama pants will be considered inappropriate work attire for all employees. Jeans that are not ripped, tattered or worn-out may be worn on designated casual days as determined by the department director.
- Closed-toe protective shoes and stockings/socks must be worn by certain departments and in certain work areas due to OSHA safety & health regulations. Personal protective equipment should be used if applicable to the work situation.
- Perfume/colognes, nail polish, jewelry and cosmetics should be used with appropriate taste.
- Hair should be clean, combed and neatly trimmed or arranged. Shaggy unkempt hair is not permissible regardless of length.
- Sideburns, moustaches and beards should be neatly trimmed. Eccentric styles of facial hair will not be permitted.
- Tattoos and body piercings (other than earrings) should not be visible if there is a complaint filed by an employee or a member of the public. The complaint must be investigated by the Human Resources Director and result in a "founded" conclusion. A "founded" conclusion is one in which it is determined that the tattoo or body piercings are unsafe, disruptive, offensive or otherwise inappropriate when considering the circumstances, job duties and work environment.
- Specific departmental policies and procedures may be more restrictive than this policy.

Department directors are responsible for enforcing this policy and for defining "appropriate" as necessary. Supervisors have the authority to ask employees to make changes, for example, removing a jewelry item, tying hair back, or requiring employees to go home and return in proper attire. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

Any prescribed and issued uniform or approved attire must be worn in its entirety while on duty. Uniforms must be clean, pressed and neatly maintained. Uniforms may be worn only while on-duty or while traveling to and from work.

7.8 Housekeeping

It is important that your work area is neat and clean. We need your cooperation in meeting the city objective of making the work place a pleasant and safe working environment.

7.9 Inclement Weather

Because we serve the citizens of Ankeny, the City will remain open during normal hours even in cases of severe weather. In extreme circumstances, if the City Manager announces by public broadcast that city offices are closed, then only persons designated as “essential personnel” need to report to work. Employees considered “essential personnel” will be notified by their supervisor if they are required to report to work. Employees who are directed by city administration not to report to work or to leave work because of severe weather will be compensated at their regular base pay rate.

Employees who, because of severe inclement weather, report to work late after having made an earnest effort to report on time, have supervisory approval not to report to work, or have supervisory approval to leave work before the end of the workday, will be allowed to make up for lost time or may elect to use vacation, personal, compensatory time, or leave without pay. Employees who choose to make up the time must do so within the week the time was lost. All makeup time will be scheduled by the supervisor.

7.10 Residence Requirement

In the spirit of Section 400.17 of the Iowa Code, the City of Ankeny does not require its employees to be residents of the city. Nevertheless, the City of Ankeny may require that certain critical employees reside within a distance outside the city limits that allows them to report to work within a reasonable period of time.

If for some reason you cannot meet this requirement, we ask that you consult with your supervisor.

7.11 Wage Garnishments

We expect our employees to meet their financial obligations. Wage garnishments against an employee’s salary cause extra work, time, and expense for the city. Thank you for preventing wage garnishments.

7.12 Outside Employment

Your department director shall be informed of your outside employment to avoid possible conflict with your City of Ankeny employment.

If outside employment interferes with your work for the City of Ankeny, you will be asked to resign from one or the other positions.

Regular full-time employees of one department are prohibited from part-time or seasonal employment in another City department. An exception is made for emergency snow removal operations, where certain employees may be given approval to help the Public Works department on a case by case basis.

Any outside employment that involves the use of a uniform or badge must be approved by the City Manager.

7.13 Hiring of Relatives

It is the policy of the City of Ankeny that applicants who are Relatives of full-time or part-time employees shall not be hired, appointed or transferred to any position that would result in:

- A Relative being in a supervisory or administrative position over another Relative; or
- One Relative with access to confidential information concerning actual or potential administrative/disciplinary action to be taken against another Relative.

For the purpose of this policy, “Relatives” shall mean: (a) spouses (including domestic partner, romantic partner or cohabitant); (b) parents; (c) siblings or half-siblings; (d) children; (e) grandparents; (f) aunts/uncles; (g) nieces/nephews; (h) first cousins; or (i) unrelated persons living together. The term Relatives shall also include any step-relations and/or the spouses of the above-listed individuals.

Employees who become Relatives after their employment with the City has commenced and who would therefore be in violation of this policy shall notify the employer and the employer will: (1) have the subordinate employee reassigned to another supervisor; and/or (2) transfer to different departments if an open position is available, the employee is qualified and the approval of the department head is granted.

7.14 Vehicle Policy

All vehicles and equipment owned by the city are for official use only and cannot be used for personal business without prior approval of management.

However, you may take a vehicle during a lunch break if your destination immediately after lunch is farther from your normal workplace than the location where you eat lunch.

At no time shall any person(s) be allowed in city vehicles unless for city business or city sponsored activities without prior approval of management.

The use of any tobacco products in city vehicles or equipment is prohibited.

If an employee is required to operate a motor vehicle as part of their job duties, that employee must maintain a valid operator’s license and be insurable under the City’s liability policy as a condition of continued employment.

Please refer to [Vehicle Use Policy](#) for complete information.

7.15 Notification of Arrests and Other Governmental Action

Employees are expected to perform their assigned jobs, respect and follow City policies, and obey the law. In the event that employees are arrested or receive a citation for any crime, have any criminal charges filed against them, receive notice of the disposition of any criminal charges pending against them (including, but not limited to, a conviction, a guilty plea, a plea of nolo contendere (no contest), or deferred judgment) or receive notice of any charges relating to operating a motor vehicle while intoxicated, they must notify the Human Resources Director.

Notification to the Human Resources Director must occur within five (5) business days of notification to the employee. Employees whose duties require possession of a Commercial Driver’s License and/or who regularly and frequently operate City vehicles must report all charges and citations, including traffic tickets such as speeding tickets. Other employees need not report such traffic tickets.

Employees who have any contact with minor children must notify the Human Resources Director of any child abuse complaints filed against them. Employees must notify the Human Resources Director regarding the findings in any complaint against them alleging child abuse. The Human Resources Director must be notified of any complaints and findings within five (5) business days of notification to employee.

Information relating to arrests, criminal charges and child abuse complaints will be treated as confidential and maintained as part of the employee's personnel file. Employees who do not notify the City as required by this policy may be subject to disciplinary action up to and including termination.

7.16 Electronic Communication

Electronic communication includes but is not limited to electronic mail, Internet access, voice mail, audio and video conferencing, and facsimile messages. These services shall not be used to transmit any improper communications such as messages which are derogatory, defamatory, or obscene. The City reserves the right to monitor electronic communication without prior notification to employees. Additionally, employees should keep in mind that all communication using city equipment (computers, phones) is treated as open records under Iowa Code Chapter 22, and can be made available to the public for review upon request. [Electronic Communication Policy](#)

7.17 Communications and Social Media Policy

Efficient and effective communication with the media and the public is critical to the City of Ankeny's ability to present information in a manner consistent with Ankeny City Council policies and philosophy of open government. Coordination, uniformity, accuracy and timeliness are cornerstones of strong and productive public relations.

The purpose of the [Communications and Social Media Policy](#) is to provide guidelines for the City of Ankeny to keep the media and the public fully, fairly and accurately informed of programs, services, events and issues in a timely and forthright manner.

All employees are to comply with the procedures and standards in this policy as it applies to media relations, internal and external communications, and social media within the City of Ankeny.

As a City of Ankeny employee, you may have your photo taken while at work. Photos could be used for communications, marketing and public relations efforts to educate and promote the services provided by the City of Ankeny. You must alert the Communications Department if you do not want your photo used in this manner.

7.18 Voluntary Resignation

The City is proud of its low employee turnover rate. Employees should talk to their immediate supervisor prior to submitting a resignation. Sometimes a misunderstanding can be resolved. We request that employees who do decide to leave please give at least a two-week notice. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given. Accrued vacation time may not be used to satisfy the two-week notice, unless the notice requirement is waived by the Human Resources Director.

An employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Employees must return all City property at the time of separation. Failure to return some items may result in deductions from the final paycheck.

Occupational Safety and Health

The City of Ankeny makes every effort to keep your work area safe and free from hazard.

For a detailed description of policies and procedures on employee safety, refer to employee intranet for copies of specific safety policies, such as the [General Safety Policy](#) and the [Right to Know: Hazardous Communications Written Program](#).

8.1 Safety

It is the responsibility of every department to ensure a safe and healthful atmosphere, safe working conditions, tools, equipment and work methods for all of its employees. Employees are expected to comply with all safety and health requirement whether established by management or by federal, state, or local law.

Employees are required, as a condition of employment, to exercise due care in the course of their work to prevent injuries to themselves and to their fellow workers. Employees have a responsibility to report any unsafe working conditions or practices to a supervisor or safety committee member.

Employees violating recognized safety rules, procedures, or standards, or acting in such a manner as to endanger their own or another's personal safety shall be subject to disciplinary action which may include an oral or written warning, suspension or discharge.

8.2 Required Licenses and Clothing

If the maintenance of a state approved license is a condition of employment established by the Employer, the cost of the test, the license fee and its renewal shall be paid by the Employer. State approved license does not include the standard driver's license but does include a commercial driver's license.

If an Employee is required to wear a uniform as a condition of employment established by the Employer, the uniform shall be furnished and maintained by the Employer.

The Employee shall wear the uniform only as authorized in the work rules.

The Employee is not responsible for fair wear and tear to the uniform. The Employee is responsible for any damage caused to the uniform by deliberate act or by deliberate violation of the work rules.

If an Employee is required to wear a protective device as a condition of employment established by the Employer, the protective device shall be furnished and maintained by the Employer.

The Employee shall use the protective device only as authorized in the work rules.

The Employee is not responsible for fair wear and tear to the protective device. The Employee is responsible for any damage caused to the protective device by deliberate act, or by deliberate violation of the work rules.

Upon receipt of a duly authorized invoice, the Employer shall pay up to \$140 per year towards the purchase of work boots. In the event that an Employee desires a work boot of higher price, the Employee shall pay any difference at the time of purchase. In addition, the Employer will provide, at its cost, rubber boots when it is needed in the employment.

8.3 Sexual Harassment

The City of Ankeny policy regarding sexual harassment is as follows: Acts of sexual harassment by any employee are prohibited employment practices and are subject to disciplinary measures including discharge.

The Equal Employment Opportunity Commission defines sexual harassment as any unwelcome sexual

advance, request for sexual favors, or other verbal or physical conduct of a sexual nature directed at an employee by an employer or fellow employee. Such conduct is unlawful if submission to it is a condition of employment, used as a basis for making employment decisions affecting the employee, has the effect of unreasonably interfering with the employee's work performance, or creates an intimidating, hostile or abusive work environment.

Please refer to the [Sexual Anti-Harassment Policy](#) of the City of Ankeny for complete information.

8.4 Drug and Alcohol Policy

It is the policy of the City of Ankeny to comply with the Drug Free Workplace Act of 1988 to insure a drug-free workplace. The policy is intended to prohibit the unlawful possession, use, dispensation, distribution, or manufacture of controlled substances in the workplace. Violation of this policy will result in disciplinary action up to, and including, termination of employment. Depending upon the circumstance, other action, including notification of appropriate law enforcement agencies, may be taken against any violator of this policy.

As a condition of employment, all employees must pass a post offer pre-employment drug test. Employees must comply with this policy and notify management within (5) days of conviction for any criminal drug violation occurring during work hours or in the workplace. Failure to do so will result in immediate suspension and/or termination of employment. Any staff member arrested in connection with a criminal drug violation occurring during work hours or in the workplace will be on personal leave of absence without pay and could face termination of employment pending the outcome of any legal investigation and conviction.

Please refer to the [Drug and Alcohol Policy](#) for complete information.

8.5 Smoking and Tobacco Policy

In compliance with the Iowa Smokefree Air Act (7/1/08), the City of Ankeny has established a smoke-free workplace. All City-owned buildings, facilities and vehicles are smoke-free. All tobacco usage, including smoking and smokeless tobacco, as well as electronic cigarettes, is prohibited in all City-owned buildings, facilities, vehicles and equipment, and on all public grounds owned by the City except in designated areas in accordance with the Iowa Smokefree Air Act. The City may establish a designated smoking area at each facility. This area must be located in the building's parking lot away from all building entrances and must not adversely impact other employees or the general public. Please contact your supervisor to identify these designated smoking areas. Employees are permitted to smoke, use tobacco, or use electronic cigarettes within their personal vehicles which are parked in a City-owned parking lot. Employees who choose to smoke, use tobacco, or use electronic cigarettes, must do so in accordance with this section and during normal meal and break periods. Employees are not provided additional time away from work to smoke, use tobacco products, or electronic cigarettes. Violation of this policy may lead to disciplinary action, up to and including termination. Opportunities for smoking cessation classes will be made available for any employee wishing to quit the use of tobacco products. The City will provide a subsidy if there is a cost associated with the class. For more information please contact the Human Resources Department.

8.6 Workplace Violence and Weapons Policy

It is the policy of the City of Ankeny provide a work environment free from violence, aggression, or

threatening conduct of any kind. To ensure a safe workplace and to reduce the risk of violence, all employees must review and understand all provisions of the Workplace Violence and Weapons Policy.

Prohibited Conduct

The City of Ankeny will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities toward any employee of the City or any member of the general public. A threat of violence is any visual, verbal, or physical act, that warns of or expresses an ability or intent to harm or kill; is intended to intimidate or create fear; or has the purpose of unreasonably interfering with an individual's reasonable expectation of a peaceful, non-hostile or inoffensive work environment.

Although not all-inclusive, the following are examples of behaviors included in this policy:

- Causing physical injury to another person.
- Making threatening remarks in person, in writing, by telephone, or other means of communication.
- Aggressive or hostile behaviors that create a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging City property or property of another employee.
- Unauthorized possession of a weapon while on City property or while on City business.

Weapons

The City of Ankeny prohibits all employees from possessing a handgun, firearm, explosives, or dangerous weapons of any kind onto City property. City property includes, without limitation, all City parking lots, buildings (leased and owned); grounds and parks; and vehicles used for City business. Employees who are off City property but performing a task for the City or City-sponsored events (i.e. Summerfest, etc.), are covered by this policy.

Possession of a valid permit to carry a weapon shall not be construed to exempt an employee from this policy. However, an employee's supervisor, with the express concurrence of the Police Chief and the City Manager, on an individual-by-individual basis, may grant an exception for the employee holding such a permit, if the exception is deemed reasonable and appropriate for protection and defense of person, or other City of Ankeny employees or officials.

This section shall not apply to City employees who are authorized to use weapons in the performance of their job responsibilities (e.g. police), or for those who are authorized to use hazardous tools or devices as bona fide portions of their job. (e.g. machete for clearing brush, small knives to cut rope or piping, etc.).

Reporting Procedures

Any potentially dangerous situations must be reported immediately to a supervisor or the Human Resources Department. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis.

Risk Reduction Measures

While the City does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisors or the Human

Resources Department if any employee or other individual exhibits behavior that could be a sign of a potentially dangerous situation. Such behaviors may include the following:

- Discussion of bringing a weapon into the workplace.
- Displaying overt signs of extreme stress, resentment, hostility, or anger.
- Making threatening remarks.
- Sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

Searches

The City reserves the right to conduct searches in accordance with state law of any employee and his or her vehicle or personal effects brought into the workplace. Pursuant to this provision, the City is authorized to search an employee's locker, desk, purse, briefcase, baggage, toolbox, lunch sack, clothing, vehicle parked on City property, and any other item in which a weapon may be hidden. Additionally, the City may search a City-owned vehicle used by an employee, and a vehicle owned by an employee that is being used to conduct business on behalf of the City, regardless of whether the vehicle is located on City property at the time. Searches may be conducted by City management or local authorities. To the extent the search is requested by City management and the employee is present, the employee may refuse the search; provided however, that such refusal may result in disciplinary action, up to and including termination of employment for refusal to cooperate. The City reserves the right to conduct searches on its property or authorize searches by law enforcement on its property without the employee being present.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts or any employee who fails to report such acts committed by others shall be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts toward City employees will be reported to the proper authorities and may be banned from City property.

8.7 Workplace Bullying

The City of Ankeny defines bullying as inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, directed by one or more persons against another or others, at the place of work and/or in the course of employment which has the effect of substantially interfering with an individual's employment, performance of duties, or which causes the individual to have a reasonable fear of harm. Such behavior violates the City Code of Ethics which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees that the City will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. Where an allegation of bullying is made, the intention of the alleged bully is relevant and will be given consideration when meting out discipline. As in sexual harassment, the effect of the behavior upon the individual is most important. The City of Ankeny considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Non-verbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

8.8 Security Camera Policy

The City of Ankeny is committed to establishing and maintaining a workplace that is secure and safe for employees, residents and visitors. To enhance this commitment, the city may install and utilize security cameras. The cameras will be used in a professional, ethical, and legal manner consistent with all existing city policies, as well as State of Iowa Code and Federal laws. Camera use will be limited to situations that do not violate the reasonable expectation of privacy as defined by law. Please refer to the [Security Camera Policy](#) for complete information.

Employee Conduct and Work Rules

In order to maintain a safe, efficient, and harmonious organization, the rules and regulations listed below have been established for municipal employees. Each of the rules and regulations has a sound background of common sense based on experience. These rules are not necessarily the only areas in which disciplinary action may be taken if conduct or instances require. These rules may be modified as changing conditions warrant. Each case shall be considered on its merits with due consideration as to the nature of the offense, the cause, the background, likelihood of repetition, and the attitude of the offender.

FOLLOWING IS A LIST OF EMPLOYEE CONDUCT THAT WILL RESULT IN DISCIPLINE TO THE EMPLOYEE UP TO AND INCLUDING DISCHARGE:

1. Theft or willful destruction of property of the city or any employee.
2. Falsifying or supplying false information for the completion of city records.
3. Insubordination or refusing to perform work or reasonable instructions.
4. Possession or use of intoxicants or narcotics on city property.
5. Possession of explosives, firearms or other concealed weapons on the city premises without permission.
6. Intentional abuse of City's time keeping system, including unauthorized punching in/out of another employee.
7. Sleeping during working hours.
8. An employee determined to be an aggressor in a fight on city premises.
9. Conviction of a crime carrying a penitentiary sentence.
10. Leaving work site during working hours without signing out, unless with authorized permission or

performing activities related to the employee's job.

11. Reporting to work under the influence of intoxicants or narcotics.
12. Disorderly conduct including use of profane or abusive language, intimidating, threatening, or provoking fellow employees, or other acts showing lack of respect for other people and property.
13. Deliberate defacing of bulletin boards, material thereon, walls or other properties of the city or fellow employees.
14. Working on personal unrelated work duties on city time.
15. Falsifying city records or information.
16. Sabotage, causing damage or destruction of tools, equipment, or other property belonging to the city or fellow employees.
17. Failure to comply with request of supervisory personnel to submit personal packages being brought onto or out of the work site for inspection.
18. Unauthorized altering or repairing of equipment.
19. Soliciting, collecting, distributing, or selling on city time without authorization.
20. Soliciting, collecting, distributing, or selling on city property without written authorization.
21. Unauthorized operation of equipment or use of material or property of the city or fellow employees.
22. Smoking in restricted areas, including any city facility, vehicle or equipment.
23. Willful violation of safety and health requirements.
24. Habitual tardiness or absences without just cause.
25. Horseplay including running, pushing, shoving, throwing objects, playing practical jokes, and otherwise disturbing fellow employees.
26. Failure to call and notify the city of an absence prior to the start of work.
27. Leaving workstation unnecessarily.
28. Failure to use the employee time keeping system in accordance with standard procedure.
29. Failure to be at the work site at starting time, or stopping before quitting time.
30. Unauthorized parking, excess speed, or other acts of disregard for fellow employees in moving traffic on city property.
31. Unauthorized use of city telephones except in case of emergencies.
32. Violating the City's Code of Ethics (See Section 12)

The list set out above is for the purpose of illustration only and is not intended to include all actions that will subject an employee to discipline.

Performance Appraisal

Performance evaluation will give you an opportunity to discuss your development with your supervisor. This will allow you to know where you stand in relation to the job requirements.

Each director is responsible for the timely and proper completion of an employee performance review and evaluation report.

Performance reports shall be made on the standard form provided by the Human Resources Department and must be submitted at the specified times:

- At the end of the probationary period.
- Annually on the employees' anniversary date.

Such reviews do not necessarily result in pay increases. A step increase normally will occur July 1 of each year pending a satisfactory performance evaluation and provided that the maximum pay range has not been achieved.

In the event the supervisor does not do performance appraisals timely, it is the employee's responsibility to bring this to the attention of the supervisor. If the appraisal is not done within ten (10) days after the employee's complaint, the employee shall bring the matter to the attention of the Human Resources Director.

Grievance Procedures

The most important resource to the City of Ankeny is its employees. Sometimes, all of us experience some type of problem in the workplace. We have a problem-resolving procedure that will assure you that your problem will be heard and appropriate action will be implemented. Therefore, please bring your problems to your immediate supervisor, who will help you resolve them.

If for any reason you are not satisfied with the results, you may file a formal grievance in the following manner:

Step 1 - The Employee shall take up the grievance or dispute with the Employee's supervisor within ten (10) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond orally to the Employee within ten (10) calendar days.

Step 2 - If the grievance has not been settled, it shall be reduced to writing by the Employee and presented to the Department Director within ten (10) calendar days of the supervisor's response to Step 1. The Department Director shall respond in writing to the Employee within ten (10) calendar days.

Step 3 - If the grievance has not been settled, it shall be presented in writing by the Employee to the City Manager within ten (10) calendar days after the Department Director's response. The City Manager or designee will meet with the aggrieved employee within thirty (30) calendar days after receipt of the grievance to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager or designee will be returned to the grievant within ten (10) calendar days, and the answer shall be final.

Employee Ethics

12.1 Campaign Activities

In accordance with Section 721.3 of the Iowa Code, we encourage you to vote, which is an expression of your personal opinion. However, candidates or committee members cannot solicit contribution or receive political support from you during work hours.

Employees may participate in, or contribute to, the election or appointment of public officials. Political activity; however, must not interfere with your normal work duties. No city employee will be forced or compelled to take part in political campaigns to favor the appointment or election of candidates for any office.

12.2 Candidates for Office

If you become a candidate for any city elective office, you automatically receive a leave of absence without pay. The leave without pay begins upon either an announcement of your candidacy or filing of a petition for office. However, this will not be later than thirty (30) days before the primary or general election day, and it continues until you are no longer a candidate.

If elected, you are required to resign your city position.

However, you may be a candidate for a non-city, non-partisan office that is not related to your employment. If this is the case, you will not be required to take the leave of absence without pay, as long as you do not campaign while you are on duty as an employee or let your duties interfere with your city job responsibilities.

12.3 Gift & In-Kind Contributions

As an employee of the City of Ankeny, you shall not directly or indirectly accept or receive any gift or series of gifts, as defined in Section 68B.22 of the Code of Iowa. This includes special discounts or offers that are not available to the general public. Please see [Q & A](#) on how the gift law works.

12.4 Code of Ethics

As an employee of the City of Ankeny, you shall adhere to the following code of ethics regarding conduct and behavior. Failure to do so can result in discipline or termination:

- I shall be impartial and dedicated to the best interests of the City. I shall conduct myself, both inside and outside the City's service, so as not to cause distrust of my impartiality or of my dedication to the City's best interests.
- I shall follow all applicable local and state standards for ethical conduct at all times, and will not use my position with the City in an inappropriate manner or in a way that will result in personal or financial gain.
- I shall affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
- I shall be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that I may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
- I shall consider, first, the interests of the City in all transactions.
- I shall carry-out the established policies of the City.
- I shall buy without prejudice, seeking to obtain the maximum value for each expenditure of public funds.

- I shall never engage in acts of corruption or bribery, nor will I condone such acts by other employees.
- I shall be responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

12.5 General Employee Conduct and Ethical Behavior

City employees are prohibited from engaging in any conduct which could violate state or local ethics laws and/or reflect unfavorably upon the City or their department. Employees must avoid any action which might result in or create the impression of using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting City business.

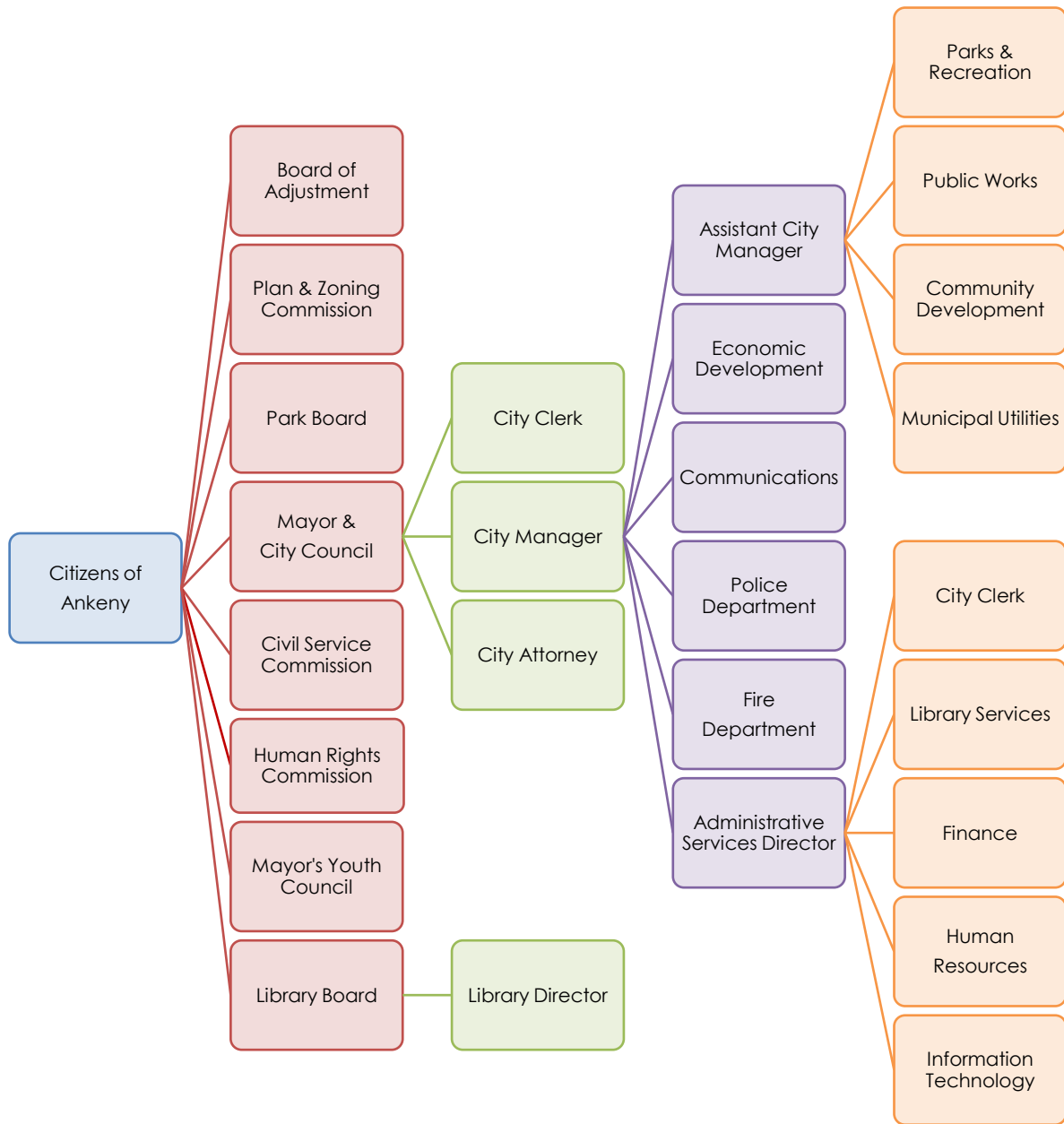
- City employees must not accept any extraneous fee for work performed on behalf of the City.
- A City employee may not grant or make available to any person, any consideration, treatment, advantage or favor beyond that which is the granted or made available to all citizens.
- City employees must refrain from securing special privileges or exemptions for themselves or their relatives beyond that which would be available to all citizens.
- Employees must not use privileged information for their own financial advantage or to provide friends and acquaintances with financial advantages or with information which could be used for financial advantage. Each employee is charged with the responsibility for ensuring that they release only information that should be made available to the general public.
- A City employee will not use or permit the use of any publicly owned resource (property, vehicle, equipment, labor, service or supplies (new, surplus or obsolete)) for the personal convenience or advantage of the employee or any other person other than what is generally available to the public. Employees will not be permitted to work on personal items, including vehicles, in a City-owned building or shop area.
- An employee is required to exercise care in the use of City property. Negligence in the care and use of City property may be grounds for suspension and/or dismissal. Unauthorized removal of City property from the premises or its conversion to personal use will be considered grounds for suspension and/or discharge.
- An employee must return City issued property at the time the employee terminates employment or when the employee's department head requires such a return. The City assumes no responsibility for loss or damage of personal property of an employee.
- City employees must exercise care when posting to personal websites or other social media. Any images or posts that could damage the City, department, or another employee's reputation or otherwise reflect unfavorably on the City or employees in their official capacity are prohibited. See additional policies for guidance on use of electronic communications including telephone, e-mail, internet, etc.

12.6 Reporting Hotline

The City of Ankeny has established a reporting hotline for both community and employee use. Employees can use the reporting hotline to anonymously report concerns or suspicious activity related to fraudulent behavior, misconduct, policy violations or ethical breaches. The hotline is confidential and available 24

hours a day, 365 days per year by using the link <https://www.eidebailly.com/hotline>. Employees may also call the toll-free number 866-912-5378 which is available during business hours.

City of Ankeny Organizational Chart





ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

Human Resources

COUNCIL GOAL:

Become the Employer of Choice

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** relating to the revision of the Financial Policy of the Standard Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

The travel and training policy has been revised to increase the lodging and meal limits.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving resolution relating to the revision of the Financial Policy of the Standard Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Travel and Training Policy red-lined
 Travel and Training Policy

RESOLUTION

A RESOLUTION RELATING TO THE REVISION OF THE FINANCIAL POLICY OF THE STANDARD ADMINISTRATIVE POLICY AND PROCEDURES MANUAL OF THE CITY OF ANKENY, IOWA

WHEREAS, City staff is recommending revision to the Financial Policy of the Standard Administrative Policy and Procedures Manual to include revisions to the section Travel and Training Policy.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the revised Financial Policy, section Travel and Training Policy, of the Standard Administrative Policy and Procedures Manual, dated April 3, 2023, should be and is hereby adopted as the financial policy of the City and shall remain in full force and affect until otherwise amended or supplemented by subsequent Council action.

Passed and approved the 3rd day of April, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



Standard Administrative Policy and Procedures Manual

Title: **FINANCIAL POLICY**

Section: **TRAVEL AND TRAINING POLICY**

Date of Version: ~~March 21, 2022~~April 3, 2023

Resolution No.:

SECTION 1 – GENERAL PURPOSE

Whenever an employee travels on behalf of the City, whether it is for business or training, the policies and procedures stated herein shall apply. It is the expressed purpose of these policies and procedures to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. It is each employee's responsibility to learn and abide by these rules. The policies and procedures found in this manual supersede all previous policies, directives and rules governing City travel and training.

SECTION 2 - GENERAL POLICIES

Budget appropriations for travel and training should be reviewed by the Department Director prior to requesting travel approval. Travel and training requests that exceed budget balances will not be automatically approved and will require substantial justification to merit approval.

Employees are expected to seek the most reasonable prices available for lodging, meals and fares, considering location and services. Employees should take advantage of early discounts and ensure that reservations are available. Authorization should be submitted at least one month in advance of the early discount deadline or every effort should be made to receive the early registration discount, if available. Employees should stay at conference hotel when possible to avoid other transportation charges. A government rate should be requested. Rental cars shall only be approved if other transportation, such as rideshare, taxi, or Uber/Lyft, is more expensive during the stay at the destination. Documentation of cost savings must be attached to the **Travel and Training Form**. Before training and/or conference travel occurs, the appropriate approvals must be obtained. Forms for acquiring the approvals are described below.

Expenses submitted for reimbursement must be accompanied by an itemized receipt for the expense (i.e. meal receipts should be the detailed receipt, not the credit card copy showing only the total spent). Without a proper receipt, the reimbursement may not be approved unless extraordinary circumstances prevail. Advances made to the employee must be supported by attaching receipts to the post travel expense report.

If at any time en route, during or returning from a City business trip, a weather emergency,

natural disaster, threat to national or regional security, or other circumstances occur that are outside the control of the employee, and deviations from the planned travel itineraries result, the employee is expected to utilize rational judgement in regards to their personal safety given the situation. Any expenses incurred by an employee in one of the above situations will be reviewed on a case-by-case basis to determine if they are reimbursable or personal expenses. Communication of any emergency situation should be directed to the employee's supervisor or Department Director as soon as possible.

Expenses for entertainment, alcohol, non-City employees, including spouses, and for any expense deemed wasteful or extravagant will not be reimbursed. Costs incurred above the applicable expense ceilings will not be paid and are the responsibility of the employee, unless prior approval from the City Manager's Office is obtained.

If an employee combines business with personal travel, or if an indirect route is taken as a result of personal travel, only the business portion of the trip is reimbursable. This amount may not exceed the amount of reimbursable expenses which would have incurred had the trip been strictly for business purposes.

When traveling in a group, payment and accounting of registration fees, meals, transportation and lodging can be consolidated and either advanced or reimbursed to one person in the group.

Requests for advancements and reimbursements shall be made on the proper forms and include all documentation as required. The forms must be fully completed including the brief narrative report on the purpose for the training or travel.

For the purpose of this policy manual, a full day is when departure for the business trip occurs prior to 8 a.m. and return is after 5 p.m.

SECTION 3 - APPROVALS

To attend any training seminar or conference requiring travel expense, an employee must first obtain approvals from his/her Department Director. Both the Human Resources Director and the City Manager's Office must also review and approve the request. The **Travel & Training Form** must be completed and submitted for signatures. An employee must attach conference or training registration forms and supporting materials to itemize the travel costs.

SECTION 4 – ADVANCES

An advance of funds for actual or estimated travel expenses will be made upon proper application for such on the **Travel & Training Form**. Travel expenses eligible for advanced funding include registration, lodging, mileage, public transportation (air, rental car, taxi, shuttle, Uber/Lyft, rail or bus), and meals within the daily expense ceiling. Incidental expenses are considered reimbursable and will not be advanced. None of the funds advanced may be used for any purpose other than those applied for on the form, even if the employee intends to subsequently reimburse the City those funds. For example, the employee may not use the advance for

entertainment or similar personal expense even if they intend to repay the City. **An advance must be requested a minimum of five working days prior to its issuance.** Except for registration fees, advances for expenses less than \$30 will not be made. Additionally, no advances will be made to those employees who have a City-issued purchasing card.

SECTION 5 – REIMBURSEMENTS

A report/reimbursement of actual travel expenses must be submitted on the **Travel & Training Form** within 10 working days of the end of the trip. To receive reimbursement for an eligible expense, the corresponding itemized receipt must be attached. Travel and training expenses eligible for reimbursement include registration, lodging, mileage, public transportation, meal expense and incidental expenses such as tips (up to 20% gratuity), parking fees, business telephone use and business supplies. Reimbursement for meals should include a schedule of dollars spent per day on meals.

Ineligible expenses include, but are not limited to, the following: entertainment, alcoholic beverages, gifts, personal calls, laundry, any expense for spouse, dependents or guests, transportation costs or mileage for travel unrelated to City business and any incidental expense not pre-approved. Employees are encouraged to request a separate receipt for personal ineligible expenses when possible. Alcohol is considered a personal expense.

SECTION 6 – IN-STATE TRAVEL

Unless another mode of transportation is specifically approved by the City Manager, all in-state travel will be by City vehicle. In the case that a City vehicle is unavailable for use, the employee can travel by personal car. In the case of the latter, mileage at the current allowable IRS rate will be paid to the employee. Total mileage traveled shall be determined by consulting an accepted reference such as Google Maps and documentation should be attached.

The following expense ceilings apply to in-state travel unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - ~~\$200~~ \$225 per day before taxes
 - B. Meals - ~~\$50~~ \$55 per full day and ~~\$30~~ \$35 per half day (ceiling includes tax and tip)
- Under no circumstances will any one meal over \$35 be reimbursed (including tax and tip).

Prior to expending or committing City funds for in-state lodging, the employee shall confirm that the lodging provider is eligible to accept public funds by the Iowa Office to Combat Human Trafficking (IOCHT) per Section 80.45A of the Code of Iowa. The current certification status of providers is found on the internet site <https://stophtiowa.org/certified-locations>.

SECTION 7 OUT-OF-STATE TRAVEL

Unless time is a critical factor, all out-of-state travel within five hours driving time will be by car. Air travel will be approved, in lieu of the car, in those instances where it is deemed absolutely

necessary. For car travel, mileage at the current allowable IRS rate will be paid. Total mileage traveled shall be determined by consulting an accepted reference such as Google Maps and document should be attached.

The following expense ceilings apply to out-state travel unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - \$~~200-250~~ per day before taxes
 - B. Meals - \$~~50-60~~ per full day and \$~~30-40~~ per half day (ceiling includes tax and tip)
- Under no circumstances will any one meal over \$~~35-40~~ be reimbursed (including tax and tip).

~~Travel to a major metropolitan area (population of one-half million or more) unless pre-approval for a higher amount is given by the City Manager's Office:~~

- ~~A. Lodging - \$225 per day~~
 - ~~B. Meals - \$60 per full day and \$40 per half day (ceiling includes tax and tip)~~
- ~~Under no circumstances will any one meal over \$40 be reimbursed (including tax and tip).~~

SECTION 8 -- TRANSPORTATION

Employees are expected to secure the lowest possible airfares. Travelers shall fly basic economy class on the lowest cost flight available, with reasonable consideration given to the time and distance of travel involved. Upgrades shall not be reimbursed, including early boarding, seat selection, cost for any additional luggage, after the first bag, or overweight luggage are not reimbursable unless special equipment or supplies are required to be taken as part of the conference. Travel by air, rail or bus may be arranged by the Human Resources Director, if desired. Preferably, requests for airline tickets should be made well in advance of the travel date, but under no circumstances less than three working days from that date. If air travel is more economical than driving, but the employee elects to drive their personal vehicle, the employee may only be reimbursed up to the value of what airfare would have cost or mileage (whichever is the lesser).

If at any time during an air travel trip, an itinerary is required to be changed, resulting in additional fees, full disclosure and documentation of the situation is to be reported to the Department Director as soon as possible. Circumstances will be reviewed on a case-by-case basis to determine what, if any, portion of the cost may be the responsibility of the employee. Change fees due to personal conflicts are not reimbursable.

SECTION 9 – LODGING

Employees are expected to secure reasonable lodging rates. It may be reasonable for employees to stay at the conference hotel, even if it is over the expense ceiling, when additional transportation costs would exceed the maximum. Lodging is assumed to start the night prior to the conference start date and check-out on the last day of the conference. An exception may be made based on the judgment of the Department Director and the employee. Lodging

arrangements may be arranged by the Human Resources Department, if desired. The employee must submit an itemized hotel/motel bill upon completion of the trip. A credit card receipt alone is not sufficient documentation.

SECTION 10 – ROUTINE TRAVEL

Routine travel for regular in-state meetings of professional organizations, in which the employee holds membership, does not require the completion of the **Travel & Training Form**, provided lodging is not required. Eligible expenses, such as mileage, meals and parking, may be filed for reimbursement on the **Employee Reimbursement Request Form** with receipts attached. However, if the trip requires lodging, then the **Travel & Training Form** is to be completed. Routine reimbursements that only involve mileage should be made at least monthly.

SECTION 11 – WAGES WHILE ATTENDING LECTURES, MEETINGS, AND TRAINING

Time spent at conferences and training is not considered to be hours worked for *non-exempt* employees if all of the following are met:

1. Attendance is outside the employee's normal work hours;
2. Attendance is voluntary;
3. The lecture or training is not directly related to the employee's job; and,
4. The employee does not perform productive work while attending the lecture or participating in the training program.

Time spent at conferences and training will be considered to be hours worked for *non-exempt* employees when any of the following are met:

1. Attendance is part of the employees normal work hours
2. Attendance is not voluntary
3. The training is directly related to the employee's job
4. The employee is performing productive work while attending the lecture or participating in the training program.

Time spent when training is provided by an independent school or college is not considered to be hours worked for *non-exempt* employees if all of the following are met:

1. Attendance is voluntary;
2. Attendance occurs outside regular work hours; and,
3. The employee does not perform productive work in connection with the course.

For *non-exempt* (hourly) employees: Continuing education courses required by the state to obtain or keep professional certifications (e.g. Paramedic, Police Officer Firearms Training, etc.) will not be considered hours worked and will only be paid if authorized by the Department Director prior to attendance of the training.

SECTION 12 – WAGES WHILE TRAVELING

Employees in positions considered non-exempt may be eligible for compensation for the time they spend traveling. The compensation an employee receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours.

“Normal work hours”, for the purposes of this policy, are defined as 8:00 a.m. to 5:00 p.m. This definition applies to normal work days (Monday through Friday) and to weekends (Saturday and Sunday). Employees not working “normal work hours” (ex: third shift) will convert to this schedule while traveling on City business to insure appropriate and consistent payment.

One-Day Trips

When employees are required to travel to another city, all the travel time involved counts as time worked. The only times excluded are meal periods and the time spent traveling between the worker’s home and point of departure (such as the airport). This is to exclude the normal travel time from home to work before the regular work day begins and from work to home after the workday is over.

Travel Time, More than One Day, Within Normal Work Hours

Any portion of authorized travel time that takes place within normal work hours (defined as 8:00 a.m. to 5:00 p.m.) on any day of the week, including Saturday and Sunday, is treated as “work hours”.

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.

Travel Time, More than One Day, Outside of Normal Work Hours

Any portion of authorized travel time (with the exception of driving time) that takes place outside of normal work hours is considered to be “outside travel hours” and are not counted as hours worked.

When a non-exempt employee is required to travel as a passenger in an automobile, plane, or any other mode of transportation outside of normal work hours, he/she will not be compensated for that portion of travel time that takes place outside of normal work hours.

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls outside of normal work hours.

Travel Time as the Driver of an Automobile

All authorized travel time spent driving an automobile (as the driver, not as a passenger) is treated as "hours worked", regardless of whether the travel takes place within normal work hours or outside of normal work hours.

Travel as a passenger in an automobile is not automatically treated as "work hours". Travel as a passenger in an automobile is treated the same as all other forms of travel and compensation depends upon whether the travel time takes place within normal work hours or outside of normal work hours.

If an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be eligible for compensation.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy.

Meal periods should be deducted from all travel time.

If an employee requests a specific travel itinerary or mode that is different than the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported on the time sheet.

Travel time should be calculated by rounding up to the nearest quarter hour.

Whenever possible, the employee's normal work schedule should be flexed to allow for the compensable travel and training time. For example, if a non-exempt employee who normally works 8 am. – 5 pm., M-F, is in training for 24 hours during the week and the travel time of 4 hours is deemed compensable by the policy, then the employee has worked 28 hours and their work schedule should be adjusted to allow for the extra travel time.

	Monday	Tuesday	Wednesday	Thursday	Friday	
Work Hours	8 (8a-5p)				4 (8a-12p)	
Training Time		8 (8a-5p)	8 (8a-5p)	8 (8a-5p)		
Travel Time *	2 (5p-7p)			2 (5p-7p)		
Total paid	10	8	8	10	4	40 hours

*Assumes the employee is the driver.



Standard Administrative Policy and Procedures Manual

Title: **FINANCIAL POLICY**

Date of Version: **April 3, 2023**

Section: **TRAVEL AND TRAINING POLICY**

Resolution No.:

SECTION 1 – GENERAL PURPOSE

Whenever an employee travels on behalf of the City, whether it is for business or training, the policies and procedures stated herein shall apply. It is the expressed purpose of these policies and procedures to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. It is each employee's responsibility to learn and abide by these rules. The policies and procedures found in this manual supersede all previous policies, directives and rules governing City travel and training.

SECTION 2 - GENERAL POLICIES

Budget appropriations for travel and training should be reviewed by the Department Director prior to requesting travel approval. Travel and training requests that exceed budget balances will not be automatically approved and will require substantial justification to merit approval.

Employees are expected to seek the most reasonable prices available for lodging, meals and fares, considering location and services. Employees should take advantage of early discounts and ensure that reservations are available. Authorization should be submitted at least one month in advance of the early discount deadline or every effort should be made to receive the early registration discount, if available. Employees should stay at conference hotel when possible to avoid other transportation charges. A government rate should be requested. Rental cars shall only be approved if other transportation, such as rideshare, taxi, or Uber/Lyft, is more expensive during the stay at the destination. Documentation of cost savings must be attached to the **Travel and Training Form**. Before training and/or conference travel occurs, the appropriate approvals must be obtained. Forms for acquiring the approvals are described below.

Expenses submitted for reimbursement must be accompanied by an itemized receipt for the expense (i.e. meal receipts should be the detailed receipt, not the credit card copy showing only the total spent). Without a proper receipt, the reimbursement may not be approved unless extraordinary circumstances prevail. Advances made to the employee must be supported by attaching receipts to the post travel expense report.

If at any time en route, during or returning from a City business trip, a weather emergency, natural disaster, threat to national or regional security, or other circumstances occur that are

outside the control of the employee, and deviations from the planned travel itineraries result, the employee is expected to utilize rational judgement in regards to their personal safety given the situation. Any expenses incurred by an employee in one of the above situations will be reviewed on a case-by-case basis to determine if they are reimbursable or personal expenses. Communication of any emergency situation should be directed to the employee's supervisor or Department Director as soon as possible.

Expenses for entertainment, alcohol, non-City employees, including spouses, and for any expense deemed wasteful or extravagant will not be reimbursed. Costs incurred above the applicable expense ceilings will not be paid and are the responsibility of the employee, unless prior approval from the City Manager's Office is obtained.

If an employee combines business with personal travel, or if an indirect route is taken as a result of personal travel, only the business portion of the trip is reimbursable. This amount may not exceed the amount of reimbursable expenses which would have incurred had the trip been strictly for business purposes.

When traveling in a group, payment and accounting of registration fees, meals, transportation and lodging can be consolidated and either advanced or reimbursed to one person in the group.

Requests for advancements and reimbursements shall be made on the proper forms and include all documentation as required. The forms must be fully completed including the brief narrative report on the purpose for the training or travel.

For the purpose of this policy manual, a full day is when departure for the business trip occurs prior to 8 a.m. and return is after 5 p.m.

SECTION 3 - APPROVALS

To attend any training seminar or conference requiring travel expense, an employee must first obtain approvals from his/her Department Director. Both the Human Resources Director and the City Manager's Office must also review and approve the request. The **Travel & Training Form** must be completed and submitted for signatures. An employee must attach conference or training registration forms and supporting materials to itemize the travel costs.

SECTION 4 – ADVANCES

An advance of funds for actual or estimated travel expenses will be made upon proper application for such on the **Travel & Training Form**. Travel expenses eligible for advanced funding include registration, lodging, mileage, public transportation (air, rental car, taxi, shuttle, Uber/Lyft, rail or bus), and meals within the daily expense ceiling. Incidental expenses are considered reimbursable and will not be advanced. None of the funds advanced may be used for any purpose other than those applied for on the form, even if the employee intends to subsequently reimburse the City those funds. For example, the employee may not use the advance for entertainment or similar personal expense even if they intend to repay the City. **An advance**

must be requested a minimum of five working days prior to its issuance. Except for registration fees, advances for expenses less than \$30 will not be made. Additionally, no advances will be made to those employees who have a City-issued purchasing card.

SECTION 5 – REIMBURSEMENTS

A report/reimbursement of actual travel expenses must be submitted on the **Travel & Training Form** within 10 working days of the end of the trip. To receive reimbursement for an eligible expense, the corresponding itemized receipt must be attached. Travel and training expenses eligible for reimbursement include registration, lodging, mileage, public transportation, meal expense and incidental expenses such as tips (up to 20% gratuity), parking fees, business telephone use and business supplies. Reimbursement for meals should include a schedule of dollars spent per day on meals.

Ineligible expenses include, but are not limited to, the following: entertainment, alcoholic beverages, gifts, personal calls, laundry, any expense for spouse, dependents or guests, transportation costs or mileage for travel unrelated to City business and any incidental expense not pre-approved. Employees are encouraged to request a separate receipt for personal ineligible expenses when possible. Alcohol is considered a personal expense.

SECTION 6 – IN-STATE TRAVEL

Unless another mode of transportation is specifically approved by the City Manager, all in-state travel will be by City vehicle. In the case that a City vehicle is unavailable for use, the employee can travel by personal car. In the case of the latter, mileage at the current allowable IRS rate will be paid to the employee. Total mileage traveled shall be determined by consulting an accepted reference such as Google Maps and documentation should be attached.

The following expense ceilings apply to in-state travel unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - \$225 per day before taxes
- B. Meals - \$55 per full day and \$35 per half day (ceiling includes tax and tip)

Under no circumstances will any one meal over \$35 be reimbursed (including tax and tip).

Prior to expending or committing City funds for in-state lodging, the employee shall confirm that the lodging provider is eligible to accept public funds by the Iowa Office to Combat Human Trafficking (IOCHT) per Section 80.45A of the Code of Iowa. The current certification status of providers is found on the internet site <https://stopthiowa.org/certified-locations>.

SECTION 7 OUT-OF-STATE TRAVEL

Unless time is a critical factor, all out-of-state travel within five hours driving time will be by car. Air travel will be approved, in lieu of the car, in those instances where it is deemed absolutely necessary. For car travel, mileage at the current allowable IRS rate will be paid. Total mileage

traveled shall be determined by consulting an accepted reference such as Google Maps and document should be attached.

The following expense ceilings apply to out-state travel unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - \$250 per day before taxes
 - B. Meals - \$60 per full day and \$40 per half day (ceiling includes tax and tip)
- Under no circumstances will any one meal over \$40 be reimbursed (including tax and tip).

SECTION 8 - TRANSPORTATION

Employees are expected to secure the lowest possible airfares. Travelers shall fly basic economy class on the lowest cost flight available, with reasonable consideration given to the time and distance of travel involved. Upgrades shall not be reimbursed, including early boarding, seat selection, cost for any additional luggage, after the first bag, or overweight luggage are not reimbursable unless special equipment or supplies are required to be taken as part of the conference. Travel by air, rail or bus may be arranged by the Human Resources Director, if desired. Preferably, requests for airline tickets should be made well in advance of the travel date, but under no circumstances less than three working days from that date. If air travel is more economical than driving, but the employee elects to drive their personal vehicle, the employee may only be reimbursed up to the value of what airfare would have cost or mileage (whichever is the lesser).

If at any time during an air travel trip, an itinerary is required to be changed, resulting in additional fees, full disclosure and documentation of the situation is to be reported to the Department Director as soon as possible. Circumstances will be reviewed on a case-by-case basis to determine what, if any, portion of the cost may be the responsibility of the employee. Change fees due to personal conflicts are not reimbursable.

SECTION 9 – LODGING

Employees are expected to secure reasonable lodging rates. It may be reasonable for employees to stay at the conference hotel, even if it is over the expense ceiling, when additional transportation costs would exceed the maximum. Lodging is assumed to start the night prior to the conference start date and check-out on the last day of the conference. An exception may be made based on the judgment of the Department Director and the employee. Lodging arrangements may be arranged by the Human Resources Department, if desired. The employee must submit an itemized hotel/motel bill upon completion of the trip. A credit card receipt alone is not sufficient documentation.

SECTION 10 – ROUTINE TRAVEL

Routine travel for regular in-state meetings of professional organizations, in which the employee holds membership, does not require the completion of the **Travel & Training Form**, provided

lodging is not required. Eligible expenses, such as mileage, meals and parking, may be filed for reimbursement on the **Employee Reimbursement Request Form** with receipts attached. However, if the trip requires lodging, then the **Travel & Training Form** is to be completed. Routine reimbursements that only involve mileage should be made at least monthly.

SECTION 11 – WAGES WHILE ATTENDING LECTURES, MEETINGS, AND TRAINING

Time spent at conferences and training is not considered to be hours worked for *non-exempt* employees if all of the following are met:

1. Attendance is outside the employee's normal work hours;
2. Attendance is voluntary;
3. The lecture or training is not directly related to the employee's job; and,
4. The employee does not perform productive work while attending the lecture or participating in the training program.

Time spent at conferences and training will be considered to be hours worked for *non-exempt* employees when any of the following are met:

1. Attendance is part of the employees normal work hours
2. Attendance is not voluntary
3. The training is directly related to the employee's job
4. The employee is performing productive work while attending the lecture or participating in the training program.

Time spent when training is provided by an independent school or college is not considered to be hours worked for *non-exempt* employees if all of the following are met:

1. Attendance is voluntary;
2. Attendance occurs outside regular work hours; and,
3. The employee does not perform productive work in connection with the course.

For *non-exempt* (hourly) employees: Continuing education courses required by the state to obtain or keep professional certifications (e.g. Paramedic, Police Officer Firearms Training, etc.) will not be considered hours worked and will only be paid if authorized by the Department Director prior to attendance of the training.

SECTION 12 – WAGES WHILE TRAVELING

Employees in positions considered non-exempt may be eligible for compensation for the time they spend traveling. The compensation an employee receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours.

"Normal work hours", for the purposes of this policy, are defined as 8:00 a.m. to 5:00 p.m. This definition applies to normal work days (Monday through Friday) and to weekends (Saturday and Sunday). Employees not working "normal work hours" (ex: third shift) will convert to this schedule while traveling on City business to insure appropriate and consistent payment.

One-Day Trips

When employees are required to travel to another city, all the travel time involved counts as time worked. The only times excluded are meal periods and the time spent traveling between the worker's home and point of departure (such as the airport). This is to exclude the normal travel time from home to work before the regular work day begins and from work to home after the workday is over.

Travel Time, More than One Day, Within Normal Work Hours

Any portion of authorized travel time that takes place within normal work hours (defined as 8:00 a.m. to 5:00 p.m.) on any day of the week, including Saturday and Sunday, is treated as "work hours".

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.

Travel Time, More than One Day, Outside of Normal Work Hours

Any portion of authorized travel time (with the exception of driving time) that takes place outside of normal work hours is considered to be "outside travel hours" and are not counted as hours worked.

When a non-exempt employee is required to travel as a passenger in an automobile, plane, or any other mode of transportation outside of normal work hours, he/she will not be compensated for that portion of travel time that takes place outside of normal work hours.

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls outside of normal work hours.

Travel Time as the Driver of an Automobile

All authorized travel time spent driving an automobile (as the driver, not as a passenger) is treated as "hours worked", regardless of whether the travel takes place within normal work hours or outside of normal work hours.

Travel as a passenger in an automobile is not automatically treated as "work hours". Travel as a passenger in an automobile is treated the same as all other forms of travel and compensation

depends upon whether the travel time takes place within normal work hours or outside of normal work hours.

If an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be eligible for compensation.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy.

Meal periods should be deducted from all travel time.

If an employee requests a specific travel itinerary or mode that is different than the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported on the time sheet.

Travel time should be calculated by rounding up to the nearest quarter hour.

Whenever possible, the employee's normal work schedule should be flexed to allow for the compensable travel and training time. For example, if a non-exempt employee who normally works 8 am. – 5 pm., M-F, is in training for 24 hours during the week and the travel time of 4 hours is deemed compensable by the policy, then the employee has worked 28 hours and their work schedule should be adjusted to allow for the extra travel time.

	Monday	Tuesday	Wednesday	Thursday	Friday	
Work Hours	8 (8a-5p)				4 (8a-12p)	
Training Time		8 (8a-5p)	8 (8a-5p)	8 (8a-5p)		
Travel Time *	2 (5p-7p)			2 (5p-7p)		
Total paid	10	8	8	10	4	40 hours

*Assumes the employee is the driver.



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Aspen Ridge Commercial Plat 2.

EXECUTIVE SUMMARY:

Aspen Ridge Commercial Plat 2 is an approximate 9 (+/-) acre final plat located at the intersection of NW 36th and NW State Street. The final plat creates one commercial lot and two Outlots that will be platted at a future date. The subject property is currently zoned C-1, Neighborhood Retail Commercial District.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on February 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, SUBDIVISION BONDS FOR SEEDING AND EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, AND PLATTED EASEMENTS FOR ASPEN RIDGE COMMERCIAL PLAT

2

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of the final plat for Aspen Ridge Commercial Plat 2 on the 21st day of February 2023; and

WHEREAS, the attorney's title opinion, warranty deed to streets, 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 Aspen Ridge Commercial Plat 2 is hereby approved; and
2. That the warranty deed to streets is hereby accepted; and
3. That the subdivision bonds for seeding and erosion control are hereby accepted; and
4. That the performance and maintenance bonds for paving, sanitary sewer, storm sewer, water main, and subgrade are hereby accepted; and
5. That the public gas easement, public sanitary sewer 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 3rd day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, February 21, 2023

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

CALL TO ORDER

Chair T.Rapp called the February 21, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #2. Aspen Ridge Commercial Plat 2 Final Plat

Motion to recommend City Council approval of the Aspen Ridge Commercial Plat 2 Final Plat.

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #4. Second by T.Ripper. All voted aye. Motion carried 5– 0.

INDEX LEGEND	
CITY: ANKENY	
COUNTY: POLK	
PART: OUTLOT 'X', ASPEN RIDGE ESTATE PLAT 1	
PROPRIETOR: MURPHY COMMERCIAL PROPERTIES	
REQUESTED BY: ATI GROUP	
SURVEYOR: PATRICK SHELQUIST	
COMPANY: MCCLURE ENGINEERING	
PREPARED BY & RETURN TO: PATRICK SHELQUIST 1360 NW 121ST STREET, STE A ANKENY, IOWA 50021 / 515-512-1361	

OWNER:
MURPHY COMMERCIAL PROPERTIES LLC
7513 EAGLE CREST DRIVE
JOHNSTON, IOWA 50131
(515) 490-7019
WWW.POWERHOUSERETAILSERVICES.COM
ATTN: MIKE MURPHY

ENGINEER:
MCCLURE ENGINEERING
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
TSMITH@MCCLUREVISION.COM
ATTN: TRENT SMITH

ZONING:
C-1 (NEIGHBORHOOD RETAIL COMMERCIAL DISTRICT)

SETBACK SUMMARY:
FRONT = 35'
SIDE = NO MINIMUM REQUIREMENTS FOR ANY PERMITTED USES, EXCEPT
WHEN ADJOINING ANY R DISTRICT, IN WHICH CASE, 25'
REAR = 40'
MAX HEIGHT = 35'

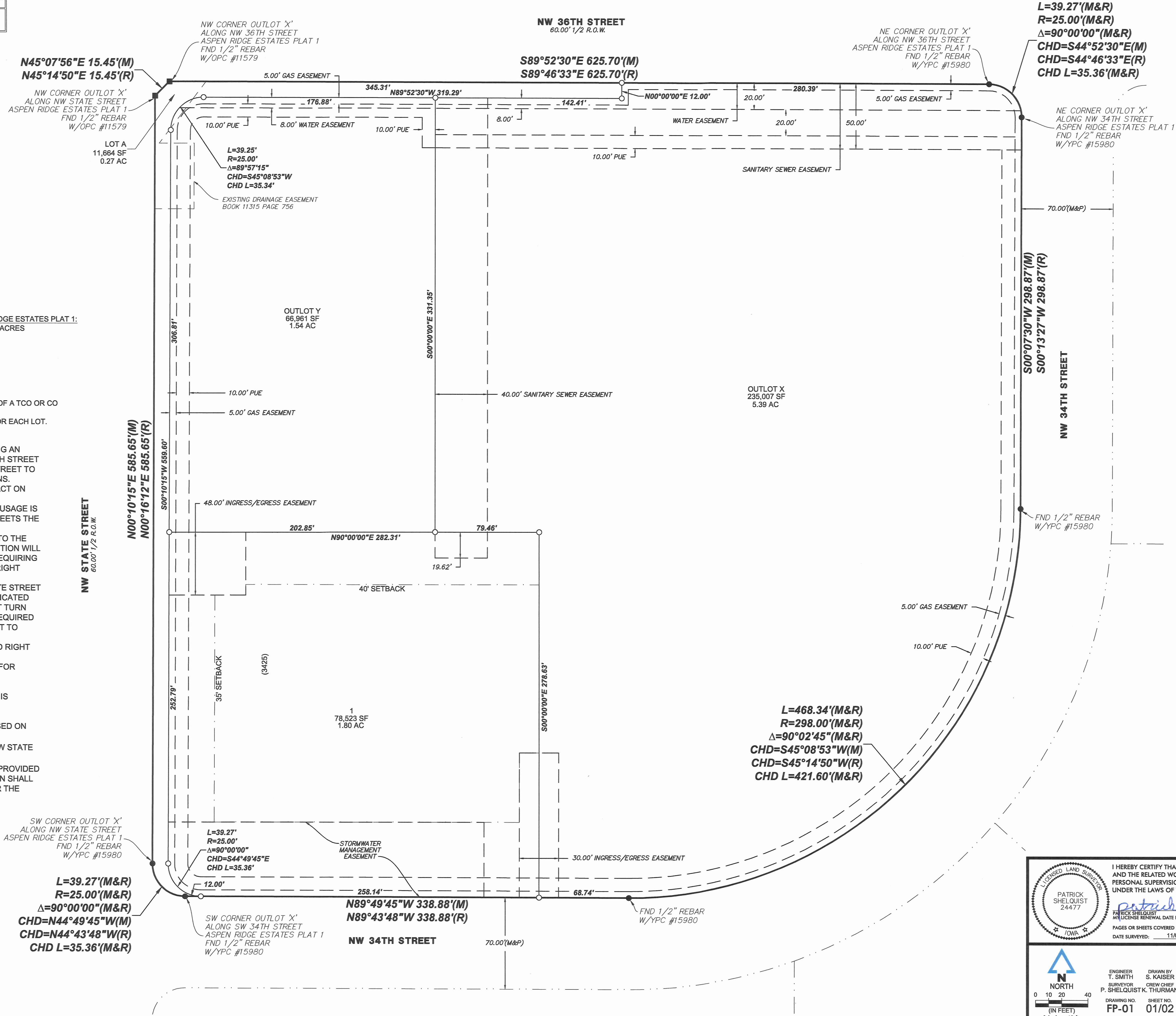
LEGAL DESCRIPTION:
FROM WARRANTY DEED IN BOOK 17764 PAGE 476
OUTLOT X IN ASPEN RIDGE ESTATES PLAT 1, AN OFFICIAL PLAT,
NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY,
POLK COUNTY, IOWA. THE PROPERTY IS SUBJECT TO ANY AND ALL
EASEMENTS OF RECORD.

AREA SUMMARY:
OUTLOT X IN ASPEN RIDGE ESTATES PLAT 1:
392,155 SQ. FEET / 9.00 ACRES

- GENERAL NOTES:**
- INDIVIDUAL LOTS MAY REQUIRE ON-SITE DETENTION.
 - STREET LOT A SHALL BE DEDICATED TO THE CITY AS RIGHT-OF-WAY.
 - PUBLIC IMPROVEMENTS MUST BE WALKED FOR ACCEPTANCE PRIOR TO THE ISSUANCE OF A TCO OR CO FOR ANY BUILDING WITHIN THE PLAT.
 - A 5' SIDEWALK IS REQUIRED ALONG NW 34TH STREET AT THE TIME OF DEVELOPMENT FOR EACH LOT.

- TIS RECOMMENDATIONS:**
- NW 36TH STREET & STATE STREET: THE CITY OF ANKENY WILL BE CONSTRUCTING AN EASTBOUND RIGHT TURN LANE AND A WESTBOUND LEFT TURN LANE ON NW 36TH STREET AND ADDING A TRAFFIC SIGNAL. THE LONG-TERM PLAN IS TO WIDEN NW 36TH STREET TO A FIVE LANE SECTIONS WITH A CENTER MEDIAN TO CONTROL ACCESS LOCATIONS.
 - NW 36TH STREET & FAST FOOD ACCESS: THIS RIGHT-IN-RIGHT-OUT HAS NO IMPACT ON THE OPERATION OF NW 36TH STREET BUT IT DOES MEET THE WARRANT FOR AN EASTBOUND RIGHT TURN LANE INTO THE DEVELOPMENT. WHEN THE FINAL SITE USAGE IS SUBMITTED IT SHOULD BE EVALUATED TO SEE IF THE TRIP GENERATION STILL MEETS THE WARRANT FOR AN EASTBOUND RIGHT TURN LANE. THE ACCESS SHOULD BE CONSTRUCTED TO RESTRICT WESTBOUND LEFT TURNS ON NW 36TH STREET INTO THE SITE AND OUTBOUND LEFT TURNS. ULTIMATELY THE WIDENING TO A 5-LANE SECTION WILL CONSTRUCT A MEDIAN TO BLOCK OUTBOUND LEFT TURNS. NOTE: THE CITY IS REQUIRING THE ACCESS TO BE MOVED EAST TO MID-BLOCK AND TO HAVE AN EASTBOUND RIGHT TURN LANE.
 - NW STATE STREET: THE LONG-TERM PLAN FOR THE CITY IS TO EXTEND NW STATE STREET TO THE NORTH AS A FIVE LANE SECTION. NORTHBOUND AND SOUTHBOUND DEDICATED LEFT TURN LANES WILL BE CONSTRUCTED AT THAT TIME. A NORTHBOUND RIGHT TURN LANE MAY ALSO BE REQUIRED AT THAT TIME AND THE DEVELOPMENT MAY BE REQUIRED TO PROVIDE ADDITIONAL RIGHT-OF-WAY OR A PERMANENT SIDEWALK EASEMENT TO ACCOMMODATE THE TURN LANE.
 - NW STATE STREET & DAYCARE ACCESS. THE CITY IS REQUIRING A NORTHBOUND RIGHT TURN LANE INTO THE ACCESS.
 - NW 34TH STREET: THE TWO-LANE STREET AS CONSTRUCTED IS SATISFACTORY FOR FUTURE DRIVEWAY CONNECTIONS.
 - NW 34TH STREET & NW 36TH STREET: MONITOR THE NORTHBOUND LEFT TURN MOVEMENTS FOR EXCESSIVE DELAYS OR A RISE IN ACCIDENTS. WHEN NW 36TH IS WIDENED CHANGES TO THIS INTERSECTION SHOULD BE EVALUATED.
 - 2042 GROWTH:
 - EVALUATE A TRAFFIC SIGNAL AT NW STATE STREET & NW 34TH STREET BASED ON THE GROWTH TO THE WEST AND NORTH OF THIS DEVELOPMENT
 - INSTALL A TRAFFIC SIGNAL AT THE INTERSECTION OF NW 34TH STREET & NW STATE STREET.
 - ACCESS IMPROVEMENT PLANS FROM OUTLOT Y TO NW 34TH STREET SHALL BE PROVIDED BY THE DEVELOPER PRIOR TO THE SITE PLAN APPROVAL OF OUTLOT Y. THE PLAN SHALL BE REVIEWED/APPROVED BY THE CITY AND SHALL MEET THE ASSUMPTIONS FOR THE INGRESS/EGRESS IN THE CITY APPROVED TIS.

GENERAL LEGEND	
---	SURVEY BOUNDARY
---	PROPOSED LOT
---	EXIST PROPERTY LINE
---	SECTION LINE
---	SETBACK LINE
---	PROPOSED EASEMENT
---	EXIST EASEMENT
MONUMENTS FOUND:	
▲	SECTION CORNER (TYPE AS NOTED)
■	1/2" REBAR W/IPC #11579
●	1/2" REBAR W/IPC #15980
●	(UNLESS NOTED OTHERWISE)
MONUMENTS SET:	
▲	SECTION CORNER
■	1/2" REBAR W/IPC #24477
●	1/2" REBAR W/IPC #24477
XX	CUT X
FND FOUND	
BK PG	BOOK AND PAGE
(M) (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

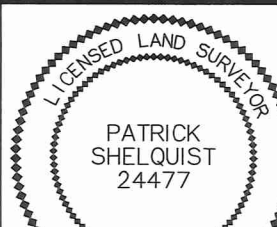
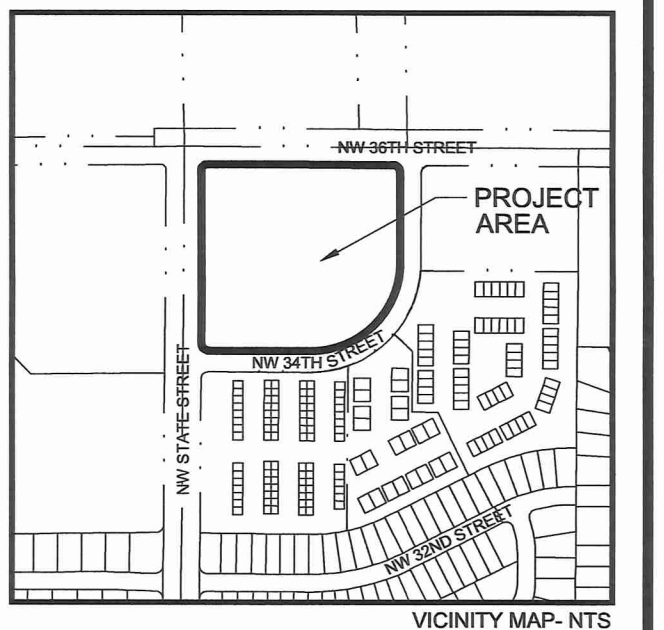


ASPEN RIDGE COMMERCIAL PLAT 2 ANKENY, IOWA FINAL PLAT

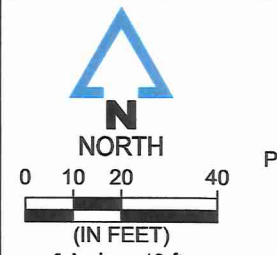
L=39.27'(M&R)
R=25.00'(M&R)
Δ=90°00'00\"/>

NE CORNER OUTLOT 'X'
ALONG NW 34TH STREET
ASPEN RIDGE ESTATES PLAT 1
FND 1/2\"/>

ROLL CALL Plan & Zoning Commission Ankeny, IA			
Date	February 21, 2023		
Ayes	5	Abstain	0
Approved		Chairperson	
		Secretary	



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED
AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT
PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF IOWA.
Patrick Shelquist 3/10/2023
DATE
PAGES ON SHEETS COVERED BY THIS SEAL: TWO SHEETS
DATE SURVEYED: 11/04/2021

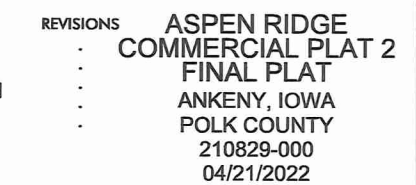
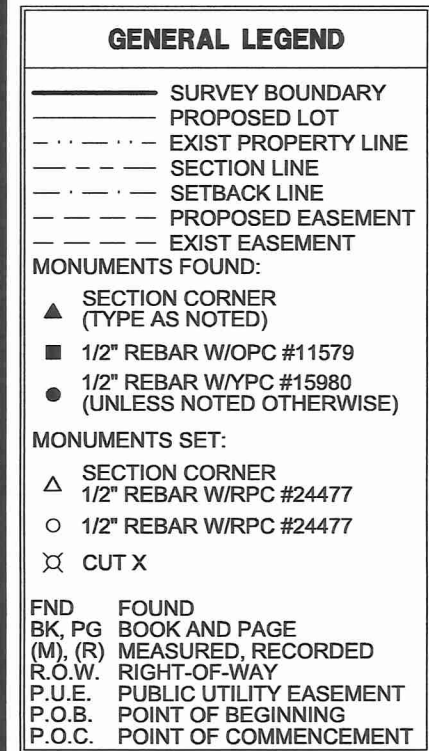


ENGINEER
T. SMITH
SURVEYOR
P. SHELQUIST
DRAWING NO.
FP-01
SHEET NO.
01/02

REVISIONS
ASPEN RIDGE
COMMERCIAL PLAT 2
FINAL PLAT
ANKENY, IOWA
POLK COUNTY
210829-000
04/21/2022



DRAWING PATH: P:\210829-000\06--Drawings\Survey\210829-000 Final Plg1.dwg PLOT DATE: 03/9/2023 1:51 PM PLOTTED BY: PATRICK SHELQUIST





*Plan and Zoning Commission
Staff Report*

Meeting Date: February 21st, 2023

Agenda Item: Aspen Ridge Commercial Plat 2 - Final Plat
Report Date: February 15th, 2023
Prepared by: Bryan Morrissey, *EJC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Aspen Ridge Commercial Plat 2 Final Plat.

Project Summary:

The Aspen Ridge Commercial Plat 2 Final Plat is a proposed 9-acre (+/-) final plat located at the intersection of NW State Street and NW 36th Street. The final plat includes two commercial lots and one outlot, all of which are zoned C-1, Neighborhood Retail Commercial District. Two right-in/right-out access drives will be installed with the development (one on NW State Street and one on NW 36th Street) along with a center median to prevent left turns onto NW 36th Street. Full access to the site will be available to patrons via existing NW 34th Street.

Project Report:

- Streets:** New public streets will not be included as a part of this development. The proposed development will be accessed from either NW State Street, NW 36th, or NW 34th Street. Two right turn lanes will be installed by the developer that leads to the access drives off NW State Street and NW 36th Street. Full access to the site is available via NW 34th Street. Existing sidewalks run along the north and west of the site. Portions of the sidewalks will be removed and replaced when development occurs.
- Water:** Eight-inch water mains will be installed along the northern property line of the site to provide future water to the property. This will be achieved by connecting to the existing twelve-inch main that runs along the north side of NW 36th Street.
- Sewer:** Eight-inch sanitary service will be extended throughout the development by connecting to the existing sanitary line that's present near the northeastern corner of the site.
- Drainage:** Stormwater in the area generally flows to the south and west. 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: Aspen Ridge Commercial Plat 2
NAME OF OWNER: Murphy Commercial Properties, LLC
NAME OF DEVELOPER: Murphy Commercial Properties, LLC

GENERAL INFORMATION:

PLAT LOCATION: Intersection of NW State Street and NW 36th Street
SIZE OF PLAT: 9.003 acres
ZONING: C-1, Neighborhood Retail Commercial District

LOTS:

NUMBER: 2 Commercial Lots & 1 Outlot
SIZE/DENSITY: Lot 1: 1.54 acres Lot 2: 1.80 acres
USE: Commercial
BUILDING LINES: Front = 35', Side = none required, except when adjacent to any residential district, in which case – 25', Rear = 40'

PARK SITE DEDICATION: Not Required for Commercial Developments

ADJACENT LANDS:

NORTH: R-1, One-Family Residence District (undeveloped)
SOUTH: R-3, Multiple-Family Residence District (with restrictions)
EAST: C-1, Neighborhood Retail Commercial District
WEST: R-1, One-Family Residence District (undeveloped)

WASTE WATER:

PROJECTED FLOWS: 9.003 acres of developable land x 5000 gal. per day/acre of developable land = 45,015 GPD
TREATMENT PLANT CAPACITY (ROCK CREEK): Design: 11.2 MGD; current daily avg. 4.4 MGD

STORM WATER:

BASIN FLOWS: This plat lies in the Rock Creek Basin

WATER SYSTEM:

USAGE: 9.003 acres of developable land x 5000 gal. per day/acre of developable land = 45,015 GPD estimate
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



01/20/2023

Honorable Mayor, City Council, and Plan & Zoning Commission
City of Ankeny
410 West First Street
Ankeny, Iowa 50023

1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

RE: Aspen Ridge Commercial Plat 2 – Final Plat and Construction Drawings

Dear Honorable Mayor, City Council, and Plan & Zoning Commission Members,

On behalf of ATI Group, we are pleased to submit a final plat package for approximately 9 acres in the City of Ankeny at the southeast corner of 36th Street and State Street and respectfully request your approval of said final plat package.

The development plan as presented is generally consistent with the City's Comprehensive Land Use Plan and current zoning classification and represents strategic and thoughtful commercial growth for the City of Ankeny. Additionally, we believe the proposed final plat offers the following advantages to the City of Ankeny and its residents:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property that will accommodate commercial users
- Provide a variety of commercial uses that encourages a variety of businesses in a location immediately adjacent to higher density residential properties

We thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

Trent Smith, PE
Team Leader



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 storm sewer in Aspen Ridge Commercial Plat 2.

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 STORM SEWER IN ASPEN RIDGE COMMERCIAL PLAT 2

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer, and storm sewer in Aspen Ridge Commercial Plat 2 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and 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 Aspen Ridge Commercial Plat 2.

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

1. That the plans and specifications for the construction of water main, sanitary sewer, and storm sewer 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 3rd day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 subgrade in Aspen Ridge Commercial Plat 2.

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 SUBGRADE IN ASPEN RIDGE COMMERCIAL PLAT 2

WHEREAS, the plans and specifications for the construction of subgrade in Aspen Ridge Commercial Plat 2 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Aspen Ridge Commercial Plat 2.

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

1. That the plans and specifications for the construction of subgrade are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED this 3rd day of April, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 street paving in Aspen Ridge Commercial Plat 2.

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 ASPEN RIDGE COMMERCIAL PLAT 2

WHEREAS, the plans and specifications for the construction of street paving in Aspen Ridge Commercial Plat 2 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and 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 Aspen Ridge Commercial Plat 2.

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

1. That the plans and specifications for the construction of 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 3rd day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 Public Water Main Easement associated with the development of Lots 2, 3, and 4, Park Sight Office Park at Prairie Trail Plat 4.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Public Water Main Easement

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC WATER MAIN EASEMENT ASSOCIATED WITH THE DEVELOPMENT OF LOTS 2, 3, AND 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

WHEREAS, easements are required for the purpose of construction, installation and maintenance of public water main associated with the development of Lots 2, 3, and 4, Park Sight Office Park at Prairie Trail Plat 4; and

WHEREAS, a Public Water Main Easement has been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Water Main Easement associated with the development of Lots 2, 3, and 4, Park Sight Office Park at Prairie Trail Plat 4 is hereby accepted.

PASSED AND APPROVED this 3rd day of April, 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: Tharen Helgerson Nilles Associates, Inc. 1933 SW Magazine Road Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DRA PROPERTIES, LC, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Water Main

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 23rd day of March, 2023.

Grantor:

By: Ashley Johnson

Name: Ashley Johnson

Title: Chief Operating Officer

Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 23rd day of March, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that she is the Secretary, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the DRA Properties, LC, by it and by her voluntarily executed.

Kelly Wing
Notary Public in and for the State of Iowa



PROPRIETOR

City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

EXHIBIT "A"



REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT PROPERTY LEGAL DESCRIPTION

Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF EASEMENT AREA

Those parts of Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 4; thence North 86 degrees 02 minutes 40 seconds East, a distance of 331.36 feet, to the Point of Beginning; thence North 03 degrees 47 minutes 01 second West, a distance of 173.57 feet; thence North 04 degrees 49 minutes 16 seconds East, a distance of 188.49 feet; thence South 85 degrees 32 minutes 47 seconds East, a distance of 15.00 feet; thence South 04 degrees 49 minutes 16 seconds West, a distance of 187.46 feet; thence South 03 degrees 47 minutes 01 second East, a distance of 471.30 feet; thence South 75 degrees 32 minutes 25 seconds West, a distance of 122.52 feet; thence North 14 degrees 27 minutes 30 seconds West, a distance of 15.00 feet; thence North 75 degrees 32 minutes 25 seconds East, a distance of 110.08 feet; thence North 03 degrees 47 minutes 01 second West, a distance of 286.42 feet, to the Point of Beginning.

Containing 0.265 acres (11,548 square feet) more or less.


1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:

WATER MAIN EASEMENT

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

CHECKED BY:

ADS

SHEET TITLE:

WATR-1

EXHIBIT "A"

LOT 1
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

LOT 2
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

LOT 3
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

LOT 4
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

OUTLOT "X"
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

OUTLOT X
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 1

Park Sight Office Park at Prairie Trail Plat 6

NW CORNER OF LOT 4
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

EXISTING 15' WATER MAIN EASEMENT (BOOK 14744 PAGE 708)

EXISTING 15' WATER MAIN EASEMENT (BOOK 14744 PAGE 708)

P.O.B.

NORTH LINE OF LOT 4

S75°32'47"E 15.00'

N04°49'16"E 188.49'

S04°49'16"W 187.46'

N03°47'01"W 173.57'

N86°02'40"E 331.36'

**11,548 Sq. Ft.
0.265 Acres**

S03°47'01"E 471.30'

N03°47'01"W 286.42'

N75°32'25"E 110.08'

S75°32'25"W 122.52'

N14°27'30"W 15.00'

N14°27'30"W 15.00'

SW STATE STREET

SCALE

NORTH

LOT 1
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

LOT 1
PARK SIGHT
OFFICE
PARK AT
PRAIRIE
TRAIL
PLAT 3



NORTH



SCALE

LOT 2
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

LOT 3
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

OUTLOT "X"
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

NORTH LINE
OF LOT 4

N86°02'40"E 331.36'

P.O.B.

11,548 Sq. Ft.
0.265 Acres

LOT 4
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

OUTLOT X
PARK SIGHT
OFFICE PARK
AT
PRAIRIE TRAIL
PLAT 1

EXISTING 15' WATER MAIN EASEMENT
(BOOK 14744 PAGE 708)

- EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:

WATER MAIN EASEMENT

LOCATION:

LOCATION: PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:
23003

DRAWN BY:
TJH

DWG No.:
2 / 2

DATE:
01/30/23

CHECKED BY:
ADS

SHEET TITLE:
WATR-2



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

Deliver Exceptional Service

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 amending provisions of the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations. (date of hrg: 4/17/2023 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

An amendment to the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, superseding the current provisions of Chapter 193 regarding Flood Plain Regulations. The updated provisions in this chapter 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.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution setting a public hearing for April 17, 2023 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 Ordinance
 Flood Plain Regulations

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AMENDING PROVISIONS OF THE ZONING ORDINANCE, CHAPTER 193, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, REGARDING FLOOD PLAIN REGULATIONS

WHEREAS, the City Council of the City of Ankeny, Iowa, will consider amending provisions of the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations; and

WHEREAS, a public hearing upon the proposed amendments to said zoning ordinance shall be held, and a time and place for hearing thereon shall be fixed.

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

1. That a public hearing shall be held at 5:30 P.M. on the 17th day of April, 2023, at the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider an amendment to the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations, at which time and place all parties in interest and citizens shall have the opportunity to be heard; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and manner required by law.

PASSED AND APPROVED this 3rd day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF ANKENY,
IOWA, TO CONSIDER AMENDING PROVISIONS OF THE ZONING ORDINANCE,
CHAPTER 193, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA,
REGARDING FLOOD PLAIN REGULATIONS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

YOU ARE SPECIFICALLY NOTIFIED that the proposed amendment shall apply to all lands within the jurisdiction of the City of Ankeny shown on the Official Floodplain Zoning Map as being located within the boundaries of the Floodway, Floodway Fringe, and General Floodplain (Overlay) Districts, as established in said Ordinance.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that copies of the proposed ordinance are on file and are available for inspection at the office of the City Clerk, 410 West First Street, Ankeny, Iowa.

NOTICE IS FURTHER GIVEN that the City Council will meet at 5:30 P.M. on the 17th day of April, 2023, at the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all parties in interest and citizens shall have the opportunity to be heard.

DATED this 3rd day of April, 2023.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of April, 2023.

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 _____**

CHAPTER 193
ZONING ORDINANCE
FLOOD PLAIN REGULATIONS

193.01 FLOOD PLAIN REGULATIONS.

1. Statutory Authority. The Legislature of the State of Iowa has, in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.
2. Findings of Fact. The flood hazard areas of the City of Ankeny are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community. These flood losses, hazards, and related adverse effects are caused by (i) the occupancy of flood hazard areas by uses vulnerable to flood damages, which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding; and (ii) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities. This ordinance relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Department of Natural Resources.
3. Purpose. It is the purpose of this section to protect and preserve the rights, privileges and property of Ankeny, and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing flood losses with provisions designed to:
 - A. Reserve sufficient flood plain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially;
 - B. Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood height or velocities;
 - C. Require that uses vulnerable to floods, including public utilities which serve such uses, be protected against flood damage at the time of initial construction;
 - D. Protect individuals from buying lands which are unsuited for intended purposes because of flood hazard; and
 - E. Assure that eligibility is maintained for property owners in the City to purchase flood insurance through the National Flood Insurance Program.
4. Compliance. No structure or land shall hereafter be used, and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.

5. **Warning and Disclaimer of Liability.** The degree of flood protection required by this Zoning Ordinance is considered reasonable for regulatory purposes, and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions. Flood heights may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. The ordinance codified in this section does not imply that areas outside the flood plain districts or land uses permitted within such districts will be free from flooding or flood damages. This section shall not create liability on the part of Ankeny, or any officer or employee thereof, for any flood damages that result from reliance on this section, or any administrative decision lawfully made thereunder.

6. **Abrogation and Greater Restrictions.** It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions; however, where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

7. **Severability.** If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

8. **Definitions.** The definitions found in Section 190.03 of this Code of Ordinances apply to the provisions of this section. The following additional words, definitions, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A. **Appurtenant structure** - A structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

B. **Base flood** - The flood having a one percent chance of being equaled or exceeded in any given year. See also, "100-year flood."

C. **Base Flood Elevation (BFE)** - The elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

D. **Basement** - Any enclosed area of a building which has its floor or lowest level below ground level (sub-grade) on all sides. See also, "Lowest floor."

E. **Development** - Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. "Development" does not include "minor projects" or "routine maintenance of existing buildings and facilities," as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.

F. **Enclosed area below lowest floor** - The floor of the lowest enclosed area in a building when all the following criteria are met:

(1) The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Section 11.B(2)d. of this Ordinance;

(2) The enclosed area is unfinished (not carpeted, drywalled, etc.), and used solely for low damage potential uses such as building access, parking or storage;

(3) Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one foot above the base flood elevation; and

(4) The enclosed area is not a "basement," as defined in this section.

G. Existing construction - Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.

H. Existing factory-built home park or subdivision - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

I. Expansion of existing factory-built home park or subdivision - The preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

J. Factory-built home - Any structure designed for residential use, which is wholly or in substantial part, made, fabricated, formed, or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Zoning Ordinance, factory-built homes include mobile homes, manufactured homes, and modular homes; and also include "recreational vehicles," which are placed on a site for greater than 180 consecutive days, and not fully licensed for and ready for highway use.

K. Factory-built home park or subdivision - A parcel or contiguous parcels of land divided into two or more factory-built home lots for rent or sale.

L. Five-hundred (500) year flood - A flood, the magnitude of which has a two-tenths (0.2) percent chance of being equaled or exceeded in any given year, or which, on average, will be equaled or exceeded at least once every 500 years.

M. Flood - A general and temporary condition of partial or complete inundation of normally dry land areas, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

N. Flood Insurance Rate Map (FIRM) - The official map prepared as part of (but published separately from) the Flood Insurance Study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

O. Flood Insurance Study (FIS) - A report published by FEMA for a community, issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.

P. Floodplain - Any land area susceptible to being inundated by water as a result of a flood.

Q. Floodplain management - An overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including, but not limited to, emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

R. Floodproofing - Any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

S. Floodway - The channel of a river or stream, and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one foot.

T. Floodway fringe - Those portions of the Special Flood Hazard Area outside the floodway.

U. Highest adjacent grade - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

V. Historic structure - Any structure that is:

(1) Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs, which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either (i) an approved state program as determined by the Secretary of the Interior; or (ii) directly by the Secretary of the Interior in states without approved programs.

W. Lowest floor - The floor of the lowest enclosed area in a building, including a "basement," as defined in this section, except when the criteria listed in the definition of "Enclosed Area Below Lowest Floor" are met.

X. Maximum Damage Potential Development – Hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use

Y. Minor projects - Small development activities (except for filling, grading and excavating) valued at less than \$500.

Z. New construction (new buildings, factory-built home parks) - Those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.

AA. New factory-built home park or subdivision - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

BB. Recreational vehicle - A vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational camping, travel, or seasonal use.

CC. Routine maintenance of existing buildings and facilities - Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

(1) Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;

(2) Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;

(3) Basement sealing;

(4) Repairing or replacing damaged or broken window panes; or

(5) Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

DD. Special Flood Hazard Area (SFHA) - The land within a community subject to the "base flood," as defined in this section. This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

EE. Start of construction - Includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair,

reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either (i) the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or (ii) the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

FF. Structure - Anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities, and other similar uses.

GG. Substantial damage - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.

HH. Substantial improvement - Any improvement to a structure which satisfies either of the following criteria:

(1) Any repair, reconstruction, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either (i) before the "start of construction" of the improvement; or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred. This term includes structures which have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either (i) any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement officer, and which are the minimum necessary to assure safe living conditions; or (ii) any alteration that will not preclude the structure's continued designation as an historic structure.

(2) Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed on or after the first floodplain management regulations adopted by the City shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

II. Variance - A grant of relief by a community from the terms of the floodplain management regulations.

JJ. Violation - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

9. Flood Plain Overlay Zone Established. The Flood Insurance Rate Maps (FIRM) for Polk County and Incorporated Areas, City of Ankeny, Panels 19153C0045F, 0065F, 0070F, 0185F, 0205F, 0210F, 0215F, 0220F, dated February 1, 2019, were prepared as part of the Polk County Flood Insurance Study are hereby adopted by reference and declared to be the Official Flood plain Zoning Map. The Polk County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations. The Flood plain Zoning Map shall be used to identify flood hazard areas, and all areas shown thereon to be within the boundaries of the 100-year flood. The precise location of the 100-year flood boundary and the location at a particular site in question shall be determined by scaling distances on the official flood plain zoning map. Where interpretation is needed as to the exact location of the boundaries of the district as shown on the official zoning map, the Zoning Administrator shall make the necessary interpretation. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case and submit technical evidence. Where the 100-year flood elevation is locally calculated by a registered engineer and delineated upon a preliminary and/or final plat drawing, this line shall be used to delineate the flood plain boundary and the hydrological data used shall be retained on file in the City Engineer's office.

10. Flood Plain Subdistricts Established. The floodplain areas within the jurisdiction of this Ordinance are divided into the following subdistricts:

A. Floodway (Overlay) Subdistrict (FW). The floodway subdistrict shall be consistent with the boundaries of the floodway as shown on the Official Flood Plain Zoning Map.

B. Floodway Fringe (Overlay) Subdistrict (FF). The floodway fringe subdistrict shall be those areas identified as Zone AE on the Official Flood Plain Zoning Map, but excluding those areas identified as Floodway.

C. General Flood Plain (Overlay) Subdistrict (GF). The general flood plain subdistrict shall be those areas identified as Zone A on the Official Flood Plain Zoning Map.

11. Flood Plain Subdistrict Regulations. Uses within the flood plain overlay zone shall be restricted in accordance with the following subdistrict regulations:

A. Floodway (Overlay) Subdistrict (FW).

(1) Permitted Uses. All development within the Floodway District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district), and provided they meet applicable performance standards of the Floodway District.

(2) Performance Standards. All floodway subdistrict development allowed as a permitted or conditional use shall meet the following standards:

a. No development shall be permitted in the floodway subdistrict that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

b. All development within the floodway subdistrict shall (i) be consistent with the need to minimize flood damage; (ii) use construction methods and practices that will minimize flood damage; and (iii) use construction materials and utility equipment that are resistant to flood damage.

c. No development shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch, or any other drainage facility or system.

d. Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe subdistrict, and shall be constructed or aligned to present the minimum possible resistance to flood flows.

e. Structures, if permitted, shall have a low flood damage potential and shall not be for human habitation.

f. Storage of equipment or materials that are buoyant, flammable, explosive, or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the floodway subdistrict within the time available after flood warning.

g. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Iowa Department of Natural Resources.

h. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.

i. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

B. Floodway Fringe (Overlay) Subdistrict (FF).

(1) Permitted Uses. All development within the floodway fringe subdistrict shall be permitted to the extent that they are not prohibited by any other ordinance or underlying zoning district, and provided they meet applicable performance standards of the floodway fringe subdistrict.

(2) Performance Standards. All development must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot. Where 100-year flood data has not been provided on the Flood Insurance Rate Map, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

a. All development shall (i) be designed and adequately anchored to prevent flotation, collapse, or lateral movement of the structure; (ii) be constructed with materials and utility equipment resistant to flood damage; and (iii) be constructed by methods and practices that minimize flood damage.

b. Residential structures - All new or substantially improved residential structures shall have the lowest floor, including basements, elevated a minimum of one foot above the base flood elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than one foot above the base flood elevation, and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers or extended foundations) may be allowed, subject to favorable consideration by the Board of Adjustment and issuance of a conditional use permit, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure, as well as withstand the various forces and hazards associated with flooding. All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided with a means of access that will be passable by wheeled vehicles during the base flood; however, this criterion shall not apply where the Administrator determines there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

c. Non-residential structures - All new or substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of one foot above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the state of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces, and other factors associated with the base flood; and that the structure, below the base flood elevation, is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Zoning Administrator.

d. In all new and substantially improved structures, fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria: (i) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided; (ii) The bottom of all openings shall be no higher than one foot above grade; and (iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters. Such areas shall be used solely for parking of vehicles, building access and low damage potential storage.

e. New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

f. New and substantially improved structures must be constructed with electric meter, electrical service panel box, water heater, heating, air conditioning ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of one foot above the base flood elevation.

g. New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed) a minimum of one (1) foot above the base flood elevation or designed to be watertight and withstand inundation to such a level

h. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors, as required by the State Building Code.

i. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one foot above the base flood elevation.

j. All new and replacement sanitary sewage systems shall be designed to minimize and eliminate infiltration of floodwaters into the system, as well as the discharge of effluent into floodwaters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one foot above the base flood elevation.

k. On-site waste disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.

l. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one foot above the base flood elevation.

m. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

n. Storage of materials and/or equipment that are flammable, explosive, or injurious to human, animal or plant life is prohibited unless elevated a minimum of one foot above the base flood elevation. Other material and equipment shall either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to floodwaters; or (ii) be readily removable from the area within the time available after flood warning.

o. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from the base flood with a minimum of three feet of design freeboard, and shall provide for adequate interior drainage. In addition, structural flood control works shall be approved by the Iowa Department of Natural Resources.

p. No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch, or other drainage facility or system.

q. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, the Department of Natural Resources must approve such alterations or relocations.

r. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the base flood. Proposals for subdivisions greater than five acres or 50 lots (whichever is less) shall include base flood elevation data for those areas located within the Floodway Fringe (Overlay) subdistrict.

s. The exemption of detached garages, sheds, and similar structures from the base flood elevation requirements may result in increased premium rates for insurance coverage of the structure and contents; however, such detached garages, sheds, and similar accessory type structures are exempt from the base flood elevation requirements when (i) its size shall not exceed 600 sq. ft.; (ii) those portions of the structure located less than 1-foot above BFE must be constructed of flood-resistant materials; (iii) the structure shall not be used for human habitation; (iv) the structure shall be designed to have low flood damage potential and be used solely for low flood damage potential purposes such as vehicle parking and limited storage; (v) the structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters; (vi) structures shall be firmly anchored to resist flotation, collapse, and lateral movement; (vii) the structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation; and (viii) the structure's walls shall include openings that satisfy the provisions of Section 11.B(2)d. of this Ordinance.

t. Recreational vehicles are exempt from the requirements of Section 11.B(2)h-i. of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied: (i) The recreational vehicle shall be located on the site for less than 180 consecutive days; and (ii) The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions. Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use

must satisfy requirements of Section 11.B(2)h-i. of this Ordinance regarding anchoring and elevation of factory-built homes.

u. Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.

v. All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to the North American Vertical Datum, 1988) to which any structures are floodproofed shall be maintained by the Administrator. Where the 0.2% annual flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be constructed to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

C. General Flood Plain (Overlay) Subdistrict (FP).

(1) Permitted Uses. The following development shall be permitted within the general flood plain subdistrict to the extent they are not prohibited by any other ordinance or underlying zoning district; and provided they meet the applicable performance standards of the General Floodplain District.

(2) Any development which involve placement of structures, factory-built homes, fill or other obstructions, storage of materials and/or equipment, excavation or alteration of a watercourse may be allowed only upon issuance of a conditional use permit by the Board of Adjustment, as provided for in Section 14 of this Ordinance. All such development shall be reviewed by the Department of Natural Resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.

(3) Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where (i) the bridge or culvert is located on a stream that drains less than 2 square miles; and (ii) the bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2), Iowa Administrative Code.

(4) Performance Standards.

a. All development, or portions thereof, to be located in the floodway as determined by the Iowa Department of Natural Resources shall meet the applicable provisions and standards of the floodway (overlay) subdistrict.

b. All development, or portions thereof, to be located in the floodway fringe as determined by the Iowa Department of Natural Resources shall meet the applicable standards of the floodway fringe (overlay) subdistrict.

12. Flood Plain Development Permit.

A. Permit Required. A flood plain development permit issued by the Zoning Administrator shall be secured prior to initiation of any flood plain development (any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, filling, grading, paving, excavation or drilling operations) including the placement of factory-built homes.

B. Application for Permit. Application for a flood plain development permit shall be made on forms supplied by the Zoning Administrator and shall include the following information:

(1) Description of the work to be covered by the permit for which application is to be made;

(2) Description of the land on which the proposed work is to be done (i.e., lot, block, tract, street address or similar description) that will readily identify and locate the work to be done;

(3) Location and dimensions of all structures and building alterations;

(4) Identification of the use or occupancy for which the proposed work is intended;

(5) Elevation of the base flood;

(6) Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of structures, or of the level to which a structure is to be floodproofed;

(7) For structures being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements; and

(8) Such other information as the Zoning Administrator deems reasonably necessary for the purpose of this Zoning Ordinance.

C. Action on Permit Application. The Zoning Administrator shall, within a reasonable time, make a determination as to whether the proposed flood plain development meets the applicable provisions and standards of this Zoning Ordinance, and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefor. The Zoning Administrator shall not issue permits for conditional uses or variances except as directed by the Board of Adjustment.

D. Construction and Use to be as Provided in Application and Plans. Flood plain development permits issued on the basis of approved plans and applications authorize only

the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement, or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this section and shall be punishable as provided in Section 193.01.21 of this Ordinance. The applicant shall be required to submit certification by a professional engineer or land surveyor (as appropriate) registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this section, prior to the use or occupancy of any structure.

13. Administration.

A. Duties and Responsibilities. The Zoning Administrator is hereby appointed to implement and administer the provisions of this Ordinance and will herein be referred to as the Administrator.

B. Duties and responsibilities of the Administrator shall include, but not necessarily be limited to the following:

(1) Review all floodplain development permit applications to assure that the provisions of this Ordinance will be satisfied.

(2) Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.

(3) Record and maintain a record of (i) the elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved structures, or (ii) the elevation to which new or substantially improved structures have been floodproofed.

(4) Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse, and submit evidence of such notifications to the Federal Emergency Management Agency.

(5) Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this Ordinance.

(6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.

(7) Notify the Federal Insurance Administration of any annexations or modifications to the community's boundaries.

(8) Maintain the accuracy of the community's Flood Insurance Rate Maps when:

a. Development placed within the Floodway (Overlay) subdistrict results in (i) an increase in the Base Flood Elevations, or (ii) alteration to the floodway boundary.

- b. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
- c. Development relocates or alters the channel.

Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

(9) Perform site inspections to ensure compliance with the standards of this Ordinance.

14. Conditional Uses. Requests for conditional uses shall be submitted to the Zoning Administrator who shall forward such to the Board of Adjustment for consideration. Such requests shall include information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment.

15. Appeals. Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this section, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board of Adjustment and with the official from whom the appeal is taken, and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken.

16. Variances. The Board of Adjustment may authorize, upon request in specific cases, such variances from the terms of this section that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this section will result in unnecessary hardship. Variances granted must meet the following applicable standards:

A. No variance shall be granted for any development within any designated floodway which would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

B. Variances shall only be granted upon:

- (1) A showing of good and sufficient cause;
- (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant;
- (3) A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense; create nuisances, or cause fraud on or victimization of the public; and
- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

C. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Zoning Ordinance, the applicant shall be notified in writing over the signature of the Zoning Administrator that:

(1) The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as 25 dollars for 100 dollars of insurance coverage; and

(2) Such construction increases risks to life and property.

D. All variances granted shall have the concurrence or approval of the Department of Natural Resources.

17. Hearings. Upon the filing with the Board of Adjustment of an appeal, an application for a conditional use or a request for a variance, the board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney, and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary, and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Department of Natural Resources.

18. Decisions. The Board shall arrive at a decision on an appeal, conditional use, or variance within a reasonable time. In passing upon an appeal, the Board may, so long as such action is in conformity with the provisions of this Zoning Ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from; and it shall make its decision in writing, setting forth the findings of fact and the reasons for its decision. In granting a conditional use or variance, the Board shall consider such factors as contained in this section and all other relevant sections of this Zoning Ordinance, and may prescribe such conditions as contained in Section 193.01.20.

19. Factors Upon Which the Decision of the Board Shall Be Based. In passing upon applications for conditional uses or requests for variances, the Board shall consider all relevant factors specified in other sections of this Zoning Ordinance and:

A. The danger to life and property due to increased flood heights or velocities caused by encroachments;

B. The danger that materials may be swept on to other lands or downstream to the injury of others;

C. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions;

D. The susceptibility of the proposed facility and its contents to flood damage, and the effect of such damage on the individual owner;

E. The importance of the services provided by the proposed facility to the community;

F. The requirements of the facility for a flood plain location;

- G. The availability of alternative locations not subject to flooding for the proposed use;
- H. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future;
- I. The relationship of the proposed use to the comprehensive plan and flood plain management program for the area;
- J. The safety of access to the property in times of flood for ordinary and emergency vehicles;
- K. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site;
- L. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges; and
- M. Such other factors which are relevant to the purpose of this Zoning Ordinance.

20. Conditions Attached to Conditional Uses or Variances. Upon consideration of the factors listed above, the Board may attach such conditions to the granting of conditional uses or variances as it deems necessary to further the purpose of this Zoning Ordinance. Such conditions may include, but not necessarily be limited to:

- A. Modification of waste disposal and water supply facilities;
- B. Limitation on periods of use and operation;
- C. Imposition of operational controls, sureties, and deed restrictions;
- D. Requirements of channel modification, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purposes of this Zoning Ordinance; or
- E. Floodproofing Measures. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

21. Penalties for Violation. Violations of the provisions of this Ordinance or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with grants of variances) shall be considered a municipal infraction punishable by civil penalty provided in Chapter 4 of the Ankeny Municipal Code.

22. Amendments. The regulations and standards set forth in this Ordinance may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement,

change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

(Chapter 193 - Ord. 1958 - Feb. 19 Supp.)



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 Michael and Donna Westbrook, requesting to vacate a portion of City owned roadway easement located north of the home at 2943 SW 3rd Street, south of W 1st Street and east of SW Irvinedale Drive and refer to the Plan & Zoning Commission for its study and recommendation.

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 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

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



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

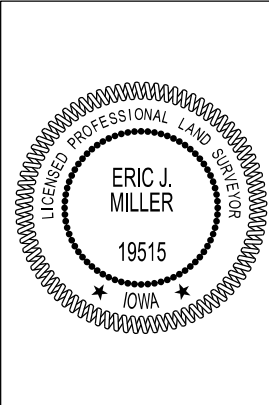
Section Corner
1/2" Rebar, Orange Plastic Cap #19515
1/2" Rebar, Yellow Plastic Cap
(Unless Otherwise Noted)
ROW Rail
Calculated Point
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

Found

▲
●
I
+
P
M
R
D
C

Set

△
○



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"

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



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



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of utilities for the NE Four Mile Drive Creek Crossing project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of utilities improvements for the NE Four Mile Drive Creek Crossing project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of public utilities improvements for the NE Four Mile Drive Creek Crossing project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Contract, Performance Bond, and Maintenance Bond](#)

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF UTILITIES FOR NE FOUR MILE DRIVE CREEK CROSSING

WHEREAS, the plans and specifications for the construction of utilities for the NE Four Mile Drive Creek Crossing project have been submitted to and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance, and maintenance bonds are hereby approved; and,
2. That permission is hereby granted to the developer 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 3rd day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 15 day of March, 2023, by and between The Underground Company, Ltd hereinafter called the "contractor", and Deer Creek Estates, LLC hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u> </u> Traffic Signal	<u> </u> Sanitary Sewers	<u> </u> <u>X</u> Water Lines
<u> </u> <u>X</u> Storm Sewers	<u> </u> Paving	<u> </u> Subgrade Prep.

As shown in construction plans titled (Project Name) NE Four Mile Drive Creek Crossing, and bearing an "Approved For Construction Date" of 2 / 1 / 2023.

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 July 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 \$ 237,713.00 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_____
(Required for return of signed document)

Deer Creek Estates, LLC
Subdivider
by 
email: _____
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by 
City Engineer

PROJECT: NE Four Mile Drive Creek Crossing
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Water Main</u>			
W1	Connect to Existing Stub	2.00	EA
W2	6" PVC C900 Water Main	12.00	LF
W3	12" PVC C900 Water Main	938.00	LF
W4	12" Bend	2.00	EA
W5	Relocate Fire Hydrant	2.00	EA
<u>Storm Sewer</u>			
SS1	Connect to Existing Stub	1.00	EA
SS2	15" RCP Storm Sewer with Televising	961.00	LF
SS3	18" RCP Storm Sewer with Televising	165.00	LF
SS4	30" RCP Storm Sewer with Televising	51.00	LF
SS5	30" RCP Flared End Section with Guard	1.00	EA
SS6	12" RCP Removal	179.00	LF
SS7	Anti-Seep Collar	2.00	EA
SS8	SW-501 Intake	2.00	EA
SS9	SW-503 Intake	4.00	EA
SS10	SW-505 Intake	5.00	EA
SS11	SW-506 Intake	3.00	EA
SS12	SW-401 Manhole (60")	1.00	EA
SS13	Rip Rap at Flared End Section	20.00	TON

PERFORMANCE BOND

BOND NO. IAC 593588

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 Deer Creek Estates, LLC as owner(s) in the penal sum of Two Hundred Thirty Seven Thousand Seven Hundred Thirteen and 00/100's DOLLARS (\$237,713.00)

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 16th day of March, 2023.

WHEREAS, the principal has entered into a certain written contract, dated the 16th day of March, 2023,

With the owner(s) for:

NE Four Mile Drive Creek Crossing– Ankeny, IA
Water Lines, Storm Sewer
(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 Deer Creek Estates, LLC 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

Dean M. Clark, Attorney-in-Fact

City of Ankeny

by

Deer Creek Estates, LLC

Subdivider

by

CONTRACTOR'S MAINTENANCE BOND

BOND NO. IAC 593588

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 Two Hundred Thirty Seven Thousand Seven Hundred Thirteen and No/100----- DOLLARS (\$237,713.00) 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 16th 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:

NE Four Mile Deive Creek Crossing-- Ankeny, IA

Water Lines, Storm Sewer

(See Attached Schedule)

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.

- (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more 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 16th day of March, 2023

The Underground Company, Ltd.

principal

by

Merchants Bonding Company (Mutual)

surety

(seal)

by

Dean M. Clark, Attorney-In-Fact

Approved as to form

City of Ankeny, Iowa

Donald Clark

City Engineer

PROJECT: NE Four Mile Drive Creek Crossing
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Water Main</u>			
W1	Connect to Existing Stub	2.00	EA
W2	6" PVC C900 Water Main	12.00	LF
W3	12" PVC C900 Water Main	938.00	LF
W4	12" Bend	2.00	EA
W5	Relocate Fire Hydrant	2.00	EA
<u>Storm Sewer</u>			
SS1	Connect to Existing Stub	1.00	EA
SS2	15" RCP Storm Sewer with Televising	961.00	LF
SS3	18" RCP Storm Sewer with Televising	165.00	LF
SS4	30" RCP Storm Sewer with Televising	51.00	LF
SS5	30" RCP Flared End Section with Guard	1.00	EA
SS6	12" RCP Removal	179.00	LF
SS7	Anti-Seep Collar	2.00	EA
SS8	SW-501 Intake	2.00	EA
SS9	SW-503 Intake	4.00	EA
SS10	SW-505 Intake	5.00	EA
SS11	SW-506 Intake	3.00	EA
SS12	SW-401 Manhole (60")	1.00	EA
SS13	Rip Rap at Flared End Section	20.00	TON

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.

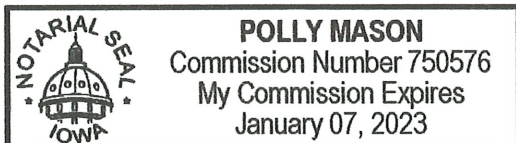


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

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.

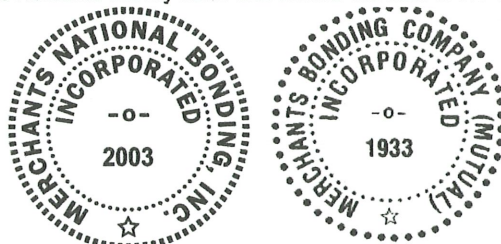


(Expiration of notary's commission does not invalidate this instrument)

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 16th day of March, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2023

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: 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 INSURER A : Cincinnati Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 1320047787**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 ☒ PROJECT ☒ 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	EW0322539	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: NE Four Mile Drive Creek Crossing

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of subgrade for the NE Four Mile Drive Creek Crossing project.

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of subgrade improvements for the NE Four Mile Drive Creek Crossing project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approve the motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of subgrade improvements for the NE Four Mile Drive Creek Crossing project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Contract, Performance and Maintenance Bonds](#)

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SUBGRADE FOR NE FOUR MILE DRIVE CREEK CROSSING

WHEREAS, the plans and specifications for the construction of subgrade for the NE Four Mile Drive Creek Crossing project have been submitted to and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance, and maintenance bonds are hereby approved; and,
2. That permission is hereby granted to the developer 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 3rd day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 15th day of March, 2023,
by and between Seamus Excavating LLC
hereinafter called the "contractor", and Deer Creek Estates LLC
hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u> </u> Traffic Signal	<u> </u> Sanitary Sewers	<u> </u> Water Lines
<u> </u> Storm Sewers	<u> </u> Paving	<u> X </u> Subgrade Prep.

As shown in construction plans titled (Project Name) NE Four Mile Drive Creek Crossing, and
bearing an "Approved For Construction Date" of 02 / 01 / 2023.

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 6-1-2023,
and shall fully complete the work not later than 6-15-2023.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ \$13,188.00 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.

Seamus Excavating LLC
Contractor

by [Signature]
email: ccriss@seamusexcavating.com
(Required for return of signed document)

Deer Creek Estates LLC
Subdivider

by Donald Timmins
email: don@tjsepa.com
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by [Signature: Donald Clark]
City Engineer

Bond Number: 2343427

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Seamus Excavating, LLC as principal
and Swiss Re Corporate Solutions America Insurance Corporation as surety are
held and firmly bound unto the City of Ankeny
and Deer Creek Estates LLC as owner(s)
in the penal sum of

Thirteen Thousand One Hundred Eighty-eight Dollars (\$ 13,188.00),
to the payment of which, well and truly to be made, the principal and surety bind themselves, their and
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

Signed, sealed and dated this 21st day of March, 2023.

WHEREAS, the principal has entered into a certain written contract, dated the 15th day of
March, 2023, with the owner(s) for:

Subgrade Preparation In connection with NE Four Mile Drive Creek Crossing, Ankeny, IA

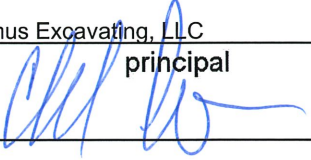
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above
bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly
arising by reason of the failure of the principal to perform faithfully said contract, as well as against any
and all direct 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.

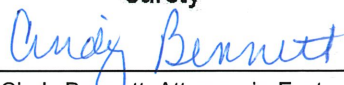
This bond is executed and accepted upon the following express conditions precedent:

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
Deer Creek Estates LLC
 , 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:

Seamus Excavating, LLC
principal
by 

Swiss Re Corporate Solutions America Insurance Corporation
surety (SEAL)
by 
Cindy Bennett, Attorney-in-Fact

City of Ankeny
by 

Deer Creek Estates LLC
owner
by 

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Seamus Excavating, LLC of _____ as principal and Swiss Re Corporate Solutions America Insurance Co of Kansas City, MO 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 Thirteen Thousand One Hundred Eighty-eight DOLLARS (\$13,188.00), 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 15th 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:

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.
 - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
 - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

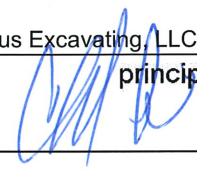
NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 21st day of March, 2023.

Seamus Excavating, LLC

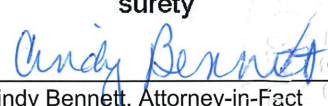
principal

by 

Swiss Re Corporate Solutions America Insurance Corporation

surety

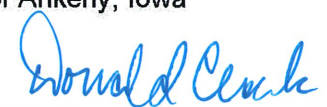
(SEAL)

by 

Cindy Bennett, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by 

City Engineer

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN,
DIONE R. YOUNG, STACIE CHRISTENSEN, SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, and SARA HUSTON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 17TH day of JANUARY, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 17TH day of JANUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of March, 2023.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2023

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

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

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207 INSURED Seamus Excavating LLC 9550 Hickman Rd Ste 106 Clive, IA 50325	1-800-247-7756 CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: UNITED FIRE & CAS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 13021
--	---	-----------------------------------

COVERAGES

CERTIFICATE NUMBER: 68211039

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:			60495516	08/30/22	08/30/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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			60495516	08/30/22	08/30/23	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			60495516	08/30/22	08/30/23	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	30304064	08/30/22	08/30/23	☒ 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: NE Fourmile Dr Creek Crossing Project

The City of Ankeny is an additional insured with regards to General Liability on a primary and non-contributory basis with ongoing and completed operations if required by written contract. Waiver of Subrogation applies in favor of the City of Ankeny with regards to General Liability if required by written contract.

CERTIFICATE HOLDER

City of Ankeny 220 West First Street Ankeny, IA 50023 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

jallinsonwdsm
68211039



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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 a **RESOLUTION** approving plans and specifications and accepting contract, performance and maintenance bonds for the construction of paving and associated road improvements for the NE Four Mile Drive Creek Crossing project and Phase 1 of the The Crossings at Deer Creek Plat 15 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 to facilitate construction of paving improvements for the NE Four Mile Drive Creek Crossing project and Phase 1 of the The Crossings at Deer Creek Plat 15 project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approve the motion to adopt a **RESOLUTION** approving plans and specifications and accepting contract, performance and maintenance bonds to facilitate the construction of public paving improvements for the

NE Four Mile Drive Creek Crossing project and Phase 1 of the The Crossings at Deer Creek Plat 15 project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Contract, Performance and Maintenance Bonds

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF PAVING IN NE FOUR MILE DRIVE CREEK CROSSING AND PHASE 1 OF THE CROSSINGS AT DEER CREEK PLAT 15

WHEREAS, the plans and specifications for the construction of paving and associated road improvements for NE Four Mile Dr in the NE Four Mile Drive Creek Crossing project and Phase 1 of the The Crossings at Deer Creek Plat 15 project have been submitted to and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance, and maintenance bonds are hereby approved; and,
2. That permission is hereby granted to the developer 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 3rd day of April, 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 Manatts Inc.
hereinafter called the "contractor", and Deer Creek Estates LLC
hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<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) Four Mile Drive Plat 15 and Extension, and
bearing an "Approved For Construction Date" of 02 / 01 / 2023.

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 July 1, 2023,
and shall fully complete the work not later than November 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 \$ 479,194.50 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.

Manatts Inc.

Contractor

by _____

Curt Manatt

email: curtm@manatts.com

(Required for return of signed document)

Deer Creek Ankeny Inc.

Subdivider

by _____

Donald Jimmis Treasurer

email: Don @ Tjseps.com

(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by _____

Donald Crake

City Engineer

Bond No. 100026548

That Manatt's, Inc as principal
and Merchants Bonding Company (Mutual) as surety are
held and firmly bound unto the City of Ankeny
and Deer Creek Estates LLC as owner(s)
in the penal sum of _____

Signed, sealed and dated this 21 day of March, 2023

Four Mile Drive Plat 15 and Extension, Ankeny, IA

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 Deer Creek Estates LLC, 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:

Manatt's Inc.

principal

by

Chris Manatt

Merchants Bonding Company (Mutual)

surety

(SEAL)

by

Nancy Ollinger
Nancy Ollinger, Attorney-in-Fact

City of Ankeny

by

Donald Clark

Deer Creek Estates LLC

owner

by

Donald Timmins, Treasurer

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond # 100026548

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,

Nancy Ollinger

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 March, 2023.



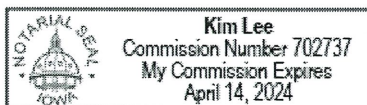
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of March, 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 21st day of March, 2023.



William Warner Jr.
Secretary

CONTRACTOR'S MAINTENANCE BOND

Bond No. 100026548

KNOW ALL PERSONS BY THESE PRESENTS:

That Manatt's, Inc. of 1775 Old 6 Road, Brooklyn, IA 52211,
as principal (the "Principal"), and Merchants Bonding Company (Mutual) of
6700 Westown Parkway, West Des Moines, IA 50266 as surety (the "Surety"), are held and firmly bound unto
the City of Ankeny, Iowa, as obligee (the "Obligee"), in the penal sum of four hundred seventy-nine thousand one hundred ninety-four and five tenths
Dollars (\$ 479,194.50), 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 March 23, 2023 entered into a
contract (the "Contract") with Manatt's Inc. to furnish the material and labor
necessary for the construction of Four Mile Drive Plat 15 and Extension, Ankeny, IA

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the
Obligee any defect which may develop during a period of **Four (4)** year(s) from the date of completion and
acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior
materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force
and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery")
of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item").
Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand
upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery
of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to
the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the
above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1)
year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's
discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of the 21 day of March, 2023.

Approved as to form:
City of Ankeny, Iowa

by Donald Clark
City Engineer

Manatt's Inc.
principal

by Curt Manatt

email: Curtm@manatts.com
(Required for return of signed document)

Merchants Bonding Company (Mutual)
surety (SEAL)

by Nancy Ollinger
Nancy Ollinger, Attorney-in-Fact

CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Polk

On this 23rd day of March, 2023, before me personally appeared Curt Maratt to me known, who being duly sworn, did say that he/she is the Vice President of Maratt's Inc, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.



Sheri L. Leisure
Notary Public

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Poweshiek

On this 21 day of March, 2023, before me personally appeared Nancy Ollinger 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.



Pamela J. Benishek
Notary Public

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond # 100026548

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,

Nancy Ollinger

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 March, 2023.



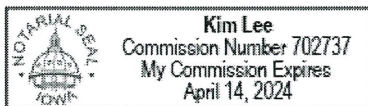
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of March, 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 21st day of March, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	CONTACT NAME: Tricia Smith PHONE (A/C, No, Ext): 515-309-6218 E-MAIL ADDRESS: tricia_smith@ajg.com FAX (A/C, No): 515-457-8964														
INSURED Manatt's Inc. PO Box 535 Brooklyn, IA 52211	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B : Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Indemnity Company	25658														
INSURER B : Travelers Property Casualty Co of America	25674														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 63691632

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:			VTC2OCO9P529536	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 5,000 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			VTC2KCAP5A040504	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP9C5670202225	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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/A	UB8L8547422225D	4/1/2022	4/1/2023	☒ 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: Manatt Job#: 35200 | Project Description: Four Mile Drive Plat 15 & Extension. City of Ankeny is additional insured on the general liability per written contract.

CERTIFICATE HOLDERDeer Creek Estates LLC.
160 Adventureland Drive
Altoona LA 50009**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ANKENY CITY COUNCIL

City Council Agenda

April 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving and authorizing a Letter of Agreement (LOA) with the Des Moines Area Regional Transit Authority (DART) for the installation of a public transit bus shelter (Shelter) located on City of Ankeny (City) property near 704 West First Street.

EXECUTIVE SUMMARY:

The action before the council is the adoption of a resolution approving and authorizing a LOA with DART for the installation of a Shelter located on City property near 704 West First Street. This LOA is needed for the Shelter to be installed on a shelter pad previously provided by the City as a part of the West First Street Widening and Improvements - Phase 1 project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION approving and authorizing a LOA with DART for the installation of a Shelter located on City property near 704 West First Street.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Letter of Agreement](#)

RESOLUTION 2023-XXX

A RESOLUTION APPROVING AND AUTHORIZING A LETTER OF AGREEMENT ON BEHALF OF THE DES MOINES AREA REGIONAL TRANSIT AUTHORITY (DART) FOR A SHELTER LOCATED NEAR 704 WEST FIRST STREET

WHEREAS, the Des Moines Area Regional Transit Authority (DART) desires to procure and install a public transit bus shelter (Shelter) located on City of Ankeny (City) property near 704 West First Street (Property); and

WHEREAS, the City previously provided a dedicated concrete pad for the future Shelter installation as a part of the West First Street Widening and Improvements – Phase 1 project; and

WHEREAS, a Letter of Agreement (LOA) is required to be signed by DART and the City to allow for the installation of the DART shelter on the shelter pad provided by the City; and

WHEREAS, DART shall be responsible for the removal of any graffiti from the Shelter and repair or replace any broken Shelter parts which result from vandalism or other physical damage to the Shelter; and

WHEREAS, the City shall be responsible for providing ongoing general maintenance for the Shelter area, including snow removal, trash removal, general landscaping, etc.; and

WHEREAS, the City shall retain sole authority over the Property but should make every effort to pursue a written termination agreement with DART prior to taking any action that detracts from DART's ability to enjoy the use of the Property as outlined in the LOA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Letter of Agreement between DART and the City and attached as Exhibit A is in the best interest of the City, to serve its residents utilizing the DART public transit system, by permitting DART to install a Shelter located on City property near 704 West First Street; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to sign the LOA and the City Clerk is authorized to attest to his signature; and

BE IT FURTHER RESOLVED, that DART can commence with the installation of the Shelter upon full execution of this LOA and upon issuance of the building permit by City staff.

DATED this 3rd day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

LETTER OF AGREEMENT
BETWEEN
DES MOINES AREA REGIONAL TRANSIT AUTHORITY
AND
CITY OF ANKENY

FOR INSTALLATION AND MAINTENANCE OF A TRANSIT BUS SHELTER

This Letter of Agreement ("LOA") is made this 3rd day of April, 2023 by and between the City of Ankeny, Iowa, a municipal corporation, whose address is 220 W 1st St, Ankeny, Iowa 50023 ("Ankeny"), and Des Moines Area Regional Transit Authority, an entity organized and existing under the authority of Chapter 28E of the Code of Iowa, whose address is 620 Cherry Street, Des Moines, Iowa 50309 ("DART").

The purpose of this LOA is to set forth the parties' understanding of their respective responsibilities and the general agreement terms that will govern the relationship between Ankeny and DART.

The parties acknowledge and agree that the following terms and conditions represent the mutual understanding of the parties and shall remain in effect until such time as this LOA is terminated as set forth herein.

1. DART'S Responsibilities:

- a. DART shall procure and install one public transit bus shelter (the "Shelter"), onto the concrete pad which has been provided by Ankeny as located near 704 W 1st St, Ankeny, Iowa 50023 (the "Property"). The parties mutually agree on the designated location for construction and installation of the Shelter on the Property, shown in Attachment A.
- b. For the duration of the term of this LOA, DART shall, as needed, remove any graffiti from the Shelter and repair or replace any broken Shelter parts which result from vandalism or other physical damage to the Shelter.

2. Ankeny's Responsibilities

- a. Ankeny shall grant DART use of property defined by the footprint of one bus shelter and reinforced bus shelter pad, as shown in Attachment A, for installation, operation, use, and maintenance of the Shelter and use by

DART's patrons in connection with DART's operations as a public transit system.

- b. For the duration of the term of this LOA, Ankeny shall provide ongoing general maintenance for the Shelter area, including snow removal, trash removal, general landscaping, etc.
3. Termination. Ankeny shall retain sole authority over the Property but should make every effort to pursue a written termination agreement with DART prior to taking any action that detracts from DART's ability to enjoy the use of the property as outlined in this LOA. Any termination action should define responsibilities pertaining to the removal and disposal of shelter and/or pad materials and related improvements and settling of associated costs.
4. This LOA, and all rights and duties of the parties arising from or relating in any way to the subject matter of this LOA, shall be governed by and construed in accordance with the laws of the State of Iowa. Venue for any action shall lie solely and exclusively in Polk County, Iowa.

CITY OF ANKENY:

By: _____

Name: _____

Title: _____

Attest: _____

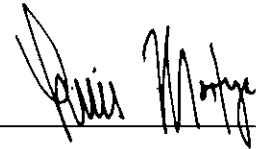
Title: _____

DART:

By: _____

Name: _____

Title: _____

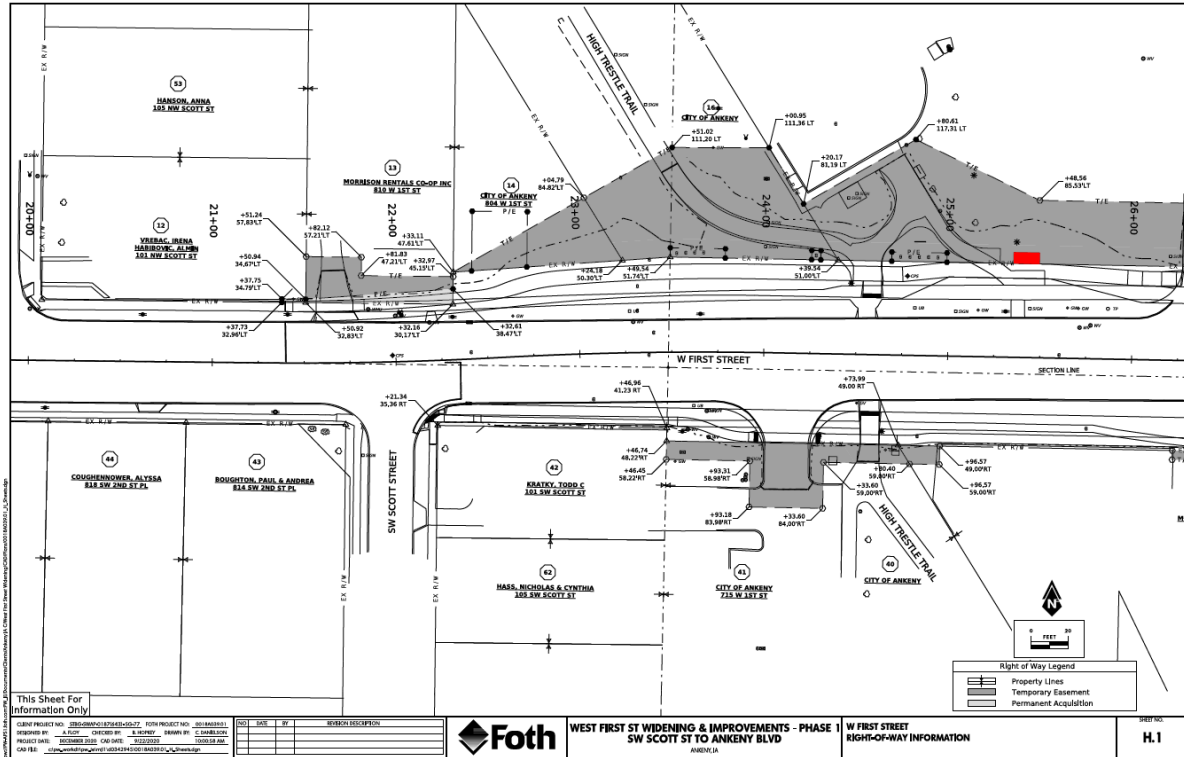


Luis Montoya

Chief Planning Officer

ATTACHMENT A

Location of Transit Bus Shelter*



*location shown in red



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

2022 CIPP Lining Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Hydro-Klean of \$685,368.80; c) Approval of change order #1 in the amount of \$1236.40; d) Final Payment #5 in the amount of \$31,661.55 / Release of Retainage in the amount of \$34,268.44.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, approval of change order #1, and payment #5 (final) and retainage payment to Hydro-Klean on the 2022 Sanitary Sewer Maintenance Program - CIPP Lining Project.

The 2022 Sanitary Sewer Maintenance Program - CIPP Lining Project is now complete including all final punch-list items. A series of actions are needed in order to close out this construction project:

1. Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer

states that the work performed was in substantial conformance with the plans and specifications and that the final contract amount is \$685,368.80.

2. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the 2022 Sanitary Sewer Maintenance Program - CIPP Lining Project and establishes the final contract amount to be \$685,368.80.

3. Final Payment: Hydro-Klean = \$31,661.55

Retainage Payment: Hydro-Klean = \$34,268.44

It is recommended that the retainage payment on the project be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the 2019 - 2023 Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Certificate of Completion from the project engineer for the 2022 CIPP Lining Project;

2. Adopt the Resolution accepting the 2022 CIPP Lining Project with Hydro-Klean in the final contract amount of \$685,368.80;

3) Approve change order #1 in the amount of \$1236.40; and

4. Authorize final payment to Hydro-Klean in the amount of \$31,661.55 and release of retainage payment in the amount of \$34,268.44 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 21, 2022: Council ordered construction and set dates for bid letting and public hearing.

March 21, 2022: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5 (Final)
 Change Order #1
 Certificate of Completion
 Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 CIPP Lining Project
Contractor: Hydro-Klean, LLC
Address: 333 NW 49th Place, Des Moines, IA 50313
Finance Budget Code: 650.3650.4452 **Finance Project #** 650.4452
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 21, 2022 **Vendor #** 11208

Date of Council Meeting: April 3, 2023 **PAYMENT REQUEST #** Final (#5)
PAYMENT PERIOD: From: January 21, 2023 Through: March 16, 2023

Contract Summary

Original Contract Amount:	\$	684,132.40	
Net change by Change Orders:	\$	1,236.40	
Contract Amount to Date: (line 1 ± 2)	\$		685,368.80
Total completed and stored to date:	\$	685,368.80	
Retainage: 5 % of Completed Work:	\$	34,268.44	
Total Earned less Retainage:	\$		651,100.36
Less previous applications for payment:	\$		619,438.81
SUBTOTAL	\$		31,661.55

OTHER CHARGES (Attach an itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 31,661.55

Balance to finish, including retainage: \$ 34,268.44

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: Hydro-Klean, LLC

Signature: [Signature] Firm Name: Hydro-Klean, LLC Date: 3/29/23

Engineer / Consultant Approval: City of Ankeny Development Engineering

Signature: [Signature] Firm Name: City of Ankeny Development Engineering Date: 3/29/23

City of Ankeny Staff Approval:

Signature: [Signature] Date: 3/29/23

Submit to: Mark Valmore, P.E. - Civil Engineer II

E-mail: mvalmore@Ankenylowa.gov **Phone:** (515) 963-3521 **Fax:** (515) 963-3521

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 QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	SEWERS AND DRAINS													
4.01	8" CIPP LINING	LF	24,275.00		24,275.00	\$ 26.44	\$ 641,831.00	1,213.75	\$ 32,091.55	\$ 23,061.25	24,275.00	\$ 641,831.00	0.00	100.00%
4.02	10" CIPP LINING	LF	457.00		457.00	\$ 30.20	\$ 13,801.40		\$ -	\$ 457.00	457.00	\$ 13,801.40	0.00	100.00%
4.03	BUILDING SANITARY SERVICE RECONNECTION	EA	465.00		465.00	\$ 50.00	\$ 23,250.00		\$ -	\$ 465.00	465.00	\$ 23,250.00	0.00	100.00%
4.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	WATER MAINS AND APPURTENANCES													
5.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	STREETS AND RELATED WORK													
7.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	TRAFFIC CONTROL													
8.01	TRAFFIC CONTROL	LS	1.00		1.00	\$ 5,250.00	\$ 5,250.00	0.50	\$ 2,625.00	\$ 0.50	1.00	\$ 5,250.00	0.00	100.00%
8.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.03			1.00		1.00	\$ 1,236.40			\$ -		0.00	\$ -	1.00	0.00%
8.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	SITE WORK AND LANDSCAPING													
9.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	DEMOLITION													
10.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	MISCELLANEOUS													
11.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	CHANGE ORDER ITEMS													
12.01	Final Quantity Adjustment		1.00		1.00	\$ 1,236.40	\$ 1,236.40	1.00	\$ 1,236.40		1.00	\$ 1,236.40	0.00	100.00%
12.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 685,368.80

PAY PERIOD = \$ 35,952.95

COMPLETED = \$ 685,368.80

100.00%



CHANGE ORDER FORM

Project Title: 2022 CIPP Lining Project
Contractor: Hydro-Klean, LLC
Address: 333 NW 49th Place, Des Moines, IA 50313
Finance Budget Code: 650.3650.4452 **Finance Project #** 650.4452
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: March 21, 2022 **Vendor #** 11208

Change Order Number: 1

Change Order Date: April 3, 2023

Purpose of Change Order:

This change order is for the price adjustment to the final contract for actual lined pipe quantities vs design quantities.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
	Adjustment for final lined quantity	LS	1.00	\$ 1,236.40	\$ 1,236.40
		EA			\$ -
		LF			\$ -
		EA			\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 1,236.40**

Contractor Accepted: Hydro-Klean, LLC

Signature: *Jennifer Eaton* Firm Name: Hydro-Klean, LLC Date: 3/28/23

Engineer Approved: City of Ankeny

Signature: *[Signature]* Firm Name: City of Ankeny Date: 3.28.2023
Don Clark

Owner Accepted: City of Ankeny

Signature: _____ Title: _____

Date: _____

Attest for Owner:

Signature: _____ Title: _____

Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 684,132.40
1		\$ 1,236.40
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 685,368.80**

CERTIFICATE OF COMPLETION

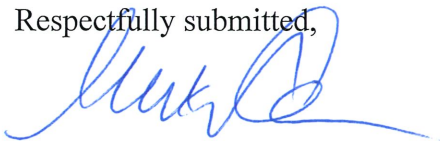
2022 Cured in Place Pipe Lining (CIPP) Project

Ankeny, Iowa

April 3, 2023

This is to certify that the construction improvements on the **2022 Cured in Place Pipe Lining** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$685,368.80**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Mark A. Valmore
Civil Engineer II
City of Ankeny
Iowa License Number 21271*

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2022 CIPP LINING PROJECT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE 2022 CIPP LINING PROJECT

WHEREAS, on the 21st day of March, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Hydro-Klean, LLC of Des Moines, Iowa, for the construction of certain public improvements generally described as the 2022 CIPP Lining Project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on April 3, 2023:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$685,368.80, as shown in the report of the Engineer.

PASSED AND APPROVED this 3rd day of April, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

April 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** approving construction contract and bond with J&K Contracting, in the amount of \$2,000,000.00 for the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

The North Four Mile Creek Trunk Sewer project will extend a 30-inch diameter sanitary sewer west/northwest along NE 54th Street to N. Ankeny Blvd, and then it will continue north along N. Ankeny Blvd. for approximately 1000 lineal feet to the end of the project.

The construction improvements include the installation of approximately 2500 lineal feet of 30-inch sanitary sewer with trenched and trenchless methods, 9 - 60-inch manholes, clearing and grubbing, erosion control, surface restoration, and other miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 14, 2023. Two (2) bids were received as follows:

1. J&K Contracting \$2,000,000.00
2. Minger Construction Co., Inc. \$2,476,642.50

The Engineer's Estimate for the project was \$2,524,770.00. The bids ranged from approximately 2% below to 25% below the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. J&K Contracting has completed other projects within the City of Ankeny with the most recent project being the NW 18th Street Project. They have the experience to complete this project.

With Council approval, the late start date is no later than April 17, 2023, and the contractor will have 110 working days to complete the project. It is staff's recommendation to award the project to J&K Contracting.

FISCAL IMPACT: Yes

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 Council take the following action:

Approve Resolution, approving contract and bonds with J&K Contracting, in the amount of \$2,000,000.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 20, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as March 14, 2023, and setting the public hearing date as March 20, 2023.

The City Council approved Resolution making award of construction contract at the March 20, 2023 meeting.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - approving contract
 Location Map

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE NORTH FOUR MILE CREEK TRUNK
SEWER**

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

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

Contractor: **J&K Contracting** of **Urbandale, Iowa**

Amount of bid: **\$2,000,000.00**

Bond surety: _____

Date of bond: _____

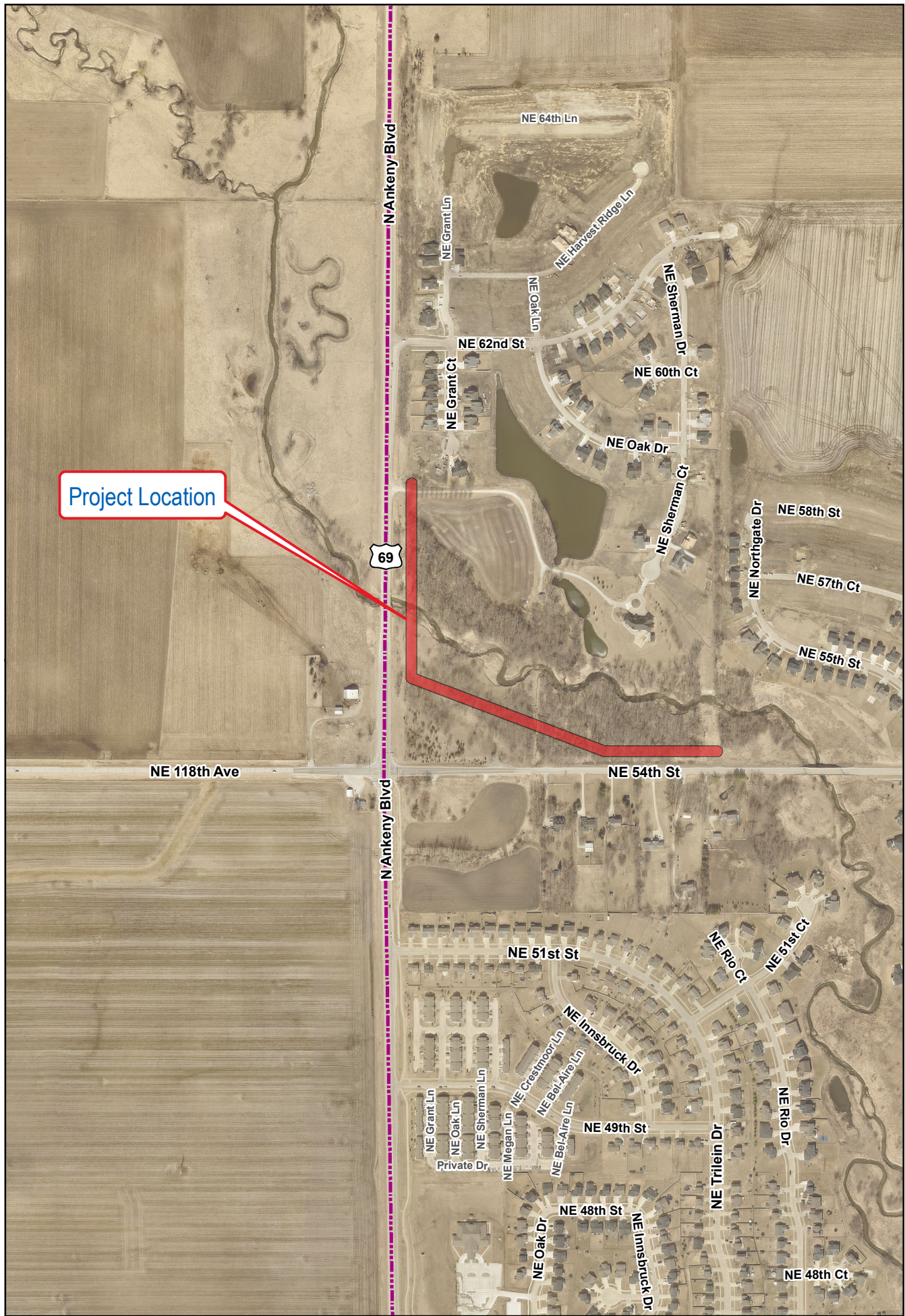
Portion of project: All construction work

PASSED AND APPROVED this 3rd day of April, 2023.

Mayor

ATTEST:

City Clerk



North Four Mile Creek Trunk Sewer

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 3rd day of April, 20 23, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and J&K Contracting, hereinafter called the "Contractor."

WITNESSETH:

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

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

NORTH FOUR MILE CREEK TRUNK SEWER

The Four Mile Creek Trunk Sewer Project will extend a 30-inch sanitary sewer west/northwest along NE 54th Street to North Ankeny Boulevard, then it will continue north approximately 1000 LF to the north end of the project.

The Four Mile Creek Trunk Sewer project includes installation of approximately 2500 LF of 30-inch sanitary sewer with trenched and trenchless methods, 9 EA of 60-inch sanitary sewer manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Million DOLLARS (\$ 2,000,000.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

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

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

JURISDICTION:

By _____

(Seal)
ATTEST:



CONTRACTOR:

JBK Contracting
Contractor

By [Signature]
Signature

Project Manager
Title

10703 Justin Dr
Street Address

Urbancore, IA 50322
City, State, Zip Code

(515) 868-1550
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 3 6 6 - 8 1 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

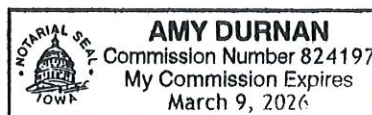
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 22nd day of March, 2023, before me a Notary Public in and for said county, personally appeared Nate Kreis, to me personally known, who being by me duly sworn did say that person is Nate Kreis of said J & K Contracting, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Amy Durnan
Notary Public in and for the State of Iowa
My commission expires March 9, 2026



CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.1	CLEARING AND GRUBBING	ACRE	3.7	\$ 9,000.00	\$ 33,300.00
	SEWERS AND DRAINS				
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	1,260	\$ 250.00	\$ 315,000.00
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,172	\$ 950.00	\$ 1,113,400.00
4.3	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN.	LF	110	\$ 2,000.00	\$ 220,000.00
	STRUCTURES FOR SANITARY AND STORM				
6.1	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	9	\$ 14,500.00	\$ 130,500.00
6.2	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1	\$ 8,000.00	\$ 8,000.00
	TRAFFIC				
8.1	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
	SITE WORK & LANDSCAPING				
9.1	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	2.9	\$ 1,500.00	\$ 4,350.00
9.2	WETLAND SEEDING	ACRE	0.8	\$ 4,000.00	\$ 3,200.00
9.3	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.7	\$ 700.00	\$ 2,590.00
9.4	MULCHING, BONDED FIBER MATRIX	ACRE	7.4	\$ 5,000.00	\$ 37,000.00
9.5	FILTER SOCK, INSTALLATION	LF	2000	\$ 2.00	\$ 4,000.00
9.6	FILTER SOCK, REMOVAL OF DEVICE	LF	2000	\$ 0.25	\$ 500.00
9.7	SILT FENCE, INSTALLATION	LF	3000	\$ 2.00	\$ 6,000.00
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	3000	\$ 0.25	\$ 750.00
9.9	SURFACE RESTORATION HAUL ROUTES	LS	1	\$ 9,000.00	\$ 9,000.00

	MISCELLANEOUS				
11.1	MOBILIZATION	LS	1	\$ 107,410.00	\$ 107,410.00

TOTAL CONTRACT AMOUNT =

\$2,000,000.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, J & K Contracting, L.L.C., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Million DOLLARS (\$2,000,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 3rd day of April, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

NORTH FOUR MILE CREEK TRUNK SEWER

The Four Mile Creek Trunk Sewer Project will extend a 30-inch sanitary sewer west/northwest along NE 54th Street to North Ankeny Boulevard, then it will continue north approximately 1000 LF to the north end of the project.

The Four Mile Creek Trunk Sewer project includes installation of approximately 2500 LF of 30-inch sanitary sewer with trenched and trenchless methods, 9 EA of 60-inch sanitary sewer manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

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

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

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

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

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

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

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

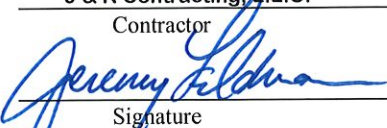
NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain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

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

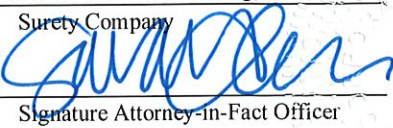
Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 3rd day of April, 2023.

PRINCIPAL:

J & K Contracting, L.L.C.
Contractor
By 
Signature
CEO / President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company
By 
Signature Attorney-in-Fact Officer
Sara Huston, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer
Holmes, Murphy and Associates LLC
Company Name
2727 Grand Prairie Parkway
Company Address
Waukegan, IA 50263
City, State, Zip Code
515-223-6800
Company Telephone Number

NOTE:

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

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 Tieman; 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.



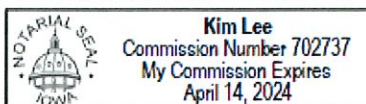
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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 _____ day of _____, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2023

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

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

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207 INSURED J & K Contracting LLC 10703 Justin Drive Urbandale, IA 50322	1-800-247-7756 CONTACT NAME: Ethan Clark PHONE (A/C, No, Ext): 5156647783 E-MAIL ADDRESS: eclark@holmesmurphy.com INSURER(S) AFFORDING COVERAGE INSURER A: VALLEY FORGE INS CO INSURER B: TRANSPORTATION INS CO INSURER C: CONTINENTAL INS CO INSURER D: INSURER E: INSURER F: Holmes Murphy	FAX (A/C, No): NAIC # 20508 20494 35289
---	--	---

COVERAGES

CERTIFICATE NUMBER: 68138019

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 ☒ PROJECT ☐ LOC OTHER:			6080961738	07/01/22	07/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			6080961707	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			6080961710	07/01/22	07/01/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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/A		680961724	07/01/22	07/01/23	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 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: North 4 Mile Trunk Sewer

The City of Ankeny and Foth Infrastructure & Environment, LLC, are listed as additional insureds on the general liability coverage as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

City of Ankeny
410 W 1st Street
Ankeny, IA 50131

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)
eclarkdsm
68138019

The ACORD name and logo are registered marks of ACORD



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-47.

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-47.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2136:

An Ordinance vacating a water main easement on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To accept third consideration of ORDINANCE 2136.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2136, 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 Veridian Credit Union and DRA Properties, LC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Exhibit A (Lot 1)
 Exhibit B (Lots 2-4)
 Resolution
 Quit Claim Deed - Exhibit A
 Quit Claim Deed - Exhibit B

ORDINANCE XXXX

**AN ORDINANCE VACATING AN PUBLIC WATER MAIN EASEMENT ASSOCIATED WITH
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4 LOTS 1, 2, 3, AND 4**

WHEREAS, pursuant to notice published in the manner required by law, on the 6th day of March, 2023, this Council held a public hearing on a proposal to vacate a portions of public water main easements as shown on the attached Exhibit “A” and Exhibit “B”;

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

WHEREAS, this Council has determined that it is in the best interest of the citizens of Ankeny that said Easement 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 portion of said easement as shown on the two attached exhibits
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 as required by law.

PASSED AND APPROVED this 3rd day of April 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

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

**1st Con 03/06/23 (P.Hrg.)
2nd Con 03/20/23
3rd Con 04/03/23**

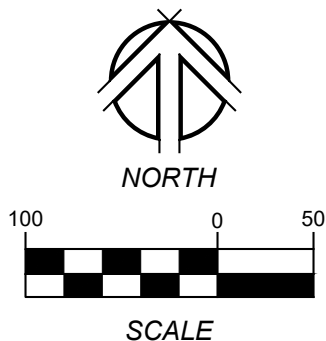
PROPRIETOR

Veridian Credit Union
1827 Ansborough Avenue
Waterloo, Iowa 50701-3629

REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

EXHIBIT "A"



LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easements recorded in Book 16663, Page 573 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

That part of Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence North 07 degrees 06 minutes 46 seconds East, a distance of 2.56 feet; thence North 49 degrees 49 minutes 16 seconds East, a distance of 44.25 feet; thence South 85 degrees 10 minutes 44 seconds East, a distance of 89.71 feet; thence South 04 degrees 49 minutes 16 seconds West, a distance of 15.00 feet; thence North 85 degrees 10 minutes 44 seconds West, a distance of 83.49 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 26.49 feet; thence North 85 degrees 32 minutes 47 seconds West, a distance of 18.88 feet, to the Point of Beginning.

Containing 0.043 acres (1,853 square feet) more or less.



PROJECT:

WATER MAIN EASEMENT

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

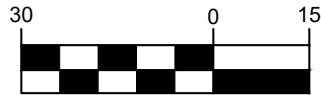
CHECKED BY:

ADS

SHEET TITLE:

VVCTE-1

EXHIBIT "A"



SCALE

LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 16663 PAGE 573)

213.08'
S85°32'47"E

N07°06'46"E
2.56'

N49°49'16"E
44.25'

18.88'
N85°32'47"W

26.49'
S49°49'16"W

S85°10'44"E 89.71'

1,853 Sq. Ft.
0.043 Acres

N85°10'44"W 83.49'

15.00'
S04°49'16"W

EAST LINE
OF LOT 1

SW CORNER OF LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL PLAT 4

SOUTH LINE
OF LOT 1

LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:
WATER MAIN EASEMENT VACATION
LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:
23003
DATE:
01/30/23

DRAWN BY:
TJH
CHECKED BY:
ADS

DWG No.:
2/2
SHEET TITLE:
VVCTE-2

PROPRIETOR

City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

EXHIBIT "B"



NORTH



SCALE

REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easement recorded in Book 14744, Page 708 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

Those parts of Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence South 85 degrees 32 minutes 47 seconds East, a distance of 18.88 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 5.69 feet; thence South 07 degrees 06 minutes 46 seconds West, a distance of 223.58 feet; thence South 04 degrees 08 minutes 14 seconds East, a distance of 410.19 feet; thence South 14 degrees 27 minutes 35 seconds East, a distance of 49.14 feet; thence South 75 degrees 32 minutes 25 seconds West, a distance of 15.00 feet; thence North 14 degrees 27 minutes 35 seconds West, a distance of 50.50 feet; thence North 04 degrees 08 minutes 14 seconds West, a distance of 413.03 feet; thence North 07 degrees 06 minutes 46 seconds East, a distance of 228.36 feet, to the Point of Beginning.

Containing 0.238 acres (10,348 square feet) more or less.



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:

WATER MAIN EASEMENT VACATION

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

CHECKED BY:

ADS

SHEET TITLE:

VCT-1

EXHIBIT "B"

SW STATE STREET

NW CORNER OF LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL PLAT 4

LOT 1
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

NORTH LINE
OF LOT 2
S85°32'47"E 213.08'

P.O.B.

S85°32'47"E
18.88'

LOT 1
PARK SIGHT
OFFICE
PARK AT
PRAIRIE
TRAIL
PLAT 3



SCALE

LOT 2
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

N07°06'46"E 228.36'

S07°06'46"W 223.58'

S49°49'16"W
5.69'

LOT 3
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

10,348 Sq. Ft.
0.238 Acres

OUTLOT "X"
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

LOT 4
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

N04°08'14"W 413.03'

S04°08'14"E 410.19'

EXISTING 15' WATER MAIN EASEMENT
(BOOK 14744 PAGE 708)

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

N14°27'35"W
50.50'

S14°27'35"E
49.14'

15.00'
S75°32'25"W

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

LOT 1

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1

OUTLOT X
PARK SIGHT
OFFICE PARK
AT
PRAIRIE TRAIL
PLAT 1



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:
WATER MAIN EASEMENT VACATION
LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:
23003
DATE:
01/30/23

DRAWN BY:
TJH
CHECKED BY:
ADS

DWG No.:
2/2
SHEET TITLE:
VCT-2

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE VACATED BY THE CITY OF ANKENY TO VERIDIAN CREDIT UNION AND DRA PROPERTIES, LC

WHEREAS, by Ordinance No. 2136 the City has vacated certain real estate described in attached Exhibit “A” and Exhibit “B”; and

WHEREAS, Veridian Credit Union has offered to purchase said real estate described in attached Exhibit “A” for an amount equal to the costs incurred by the City to vacate such property; and

WHEREAS, DRA Properties, LC, has offered to purchase said real estate described in attached Exhibit “B” for an amount equal to the costs incurred by the City to vacate such property; and

WHEREAS, a public hearing on said vacation and sales was held on the 6th day of March 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 offers 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 of Veridian Credit Union 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 Exhibit “A”; and
2. That the City accepts the offer of DRA Properties, LC 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 Exhibit “B”; and
3. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver quit claim deeds conveying the aforesaid property to the purchasers upon receipt of the full amount of the purchase price. The Clerk shall compute such amounts.

PASSED AND APPROVED this 3rd day of April, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

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

Preparer Information: Lanie Boas, 1210 NW Prairie Ridge Drive, Ankeny IA 50023

(515) 963-3541

Address Tax Statements: Veridian Credit Union, 5505 Rockwell Dr NE, Cedar Rapids IA 52402

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 Veridian Credit Union does hereby QUIT CLAIM unto the said Veridian Credit Union all its right, title and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED EXHIBIT "A"

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 3rd day of April, 2023.

CITY OF ANKENY, IOWA

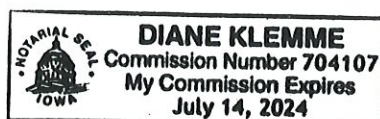
By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

BE IT REMEMBERED that on the 3rd day of April, 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 3rd day of April, 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 corporation, by it and by them voluntarily executed.



Diane Klemme
Notary Public in and for the State of Iowa

PROPRIETOR

Veridian Credit Union
1827 Ansborough Avenue
Waterloo, Iowa 50701-3629

REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251



SCALE

LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easements recorded in Book 16663, Page 573 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

That part of Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence North 07 degrees 06 minutes 46 seconds East, a distance of 2.56 feet; thence North 49 degrees 49 minutes 16 seconds East, a distance of 44.25 feet; thence South 85 degrees 10 minutes 44 seconds East, a distance of 89.71 feet; thence South 04 degrees 49 minutes 16 seconds West, a distance of 15.00 feet; thence North 85 degrees 10 minutes 44 seconds West, a distance of 83.49 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 26.49 feet; thence North 85 degrees 32 minutes 47 seconds West, a distance of 18.88 feet, to the Point of Beginning.

Containing 0.043 acres (1,853 square feet) more or less.



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

www.nillesinc.com

PROJECT:

WATER MAIN EASEMENT

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

CHECKED BY:

ADS

SHEET TITLE:

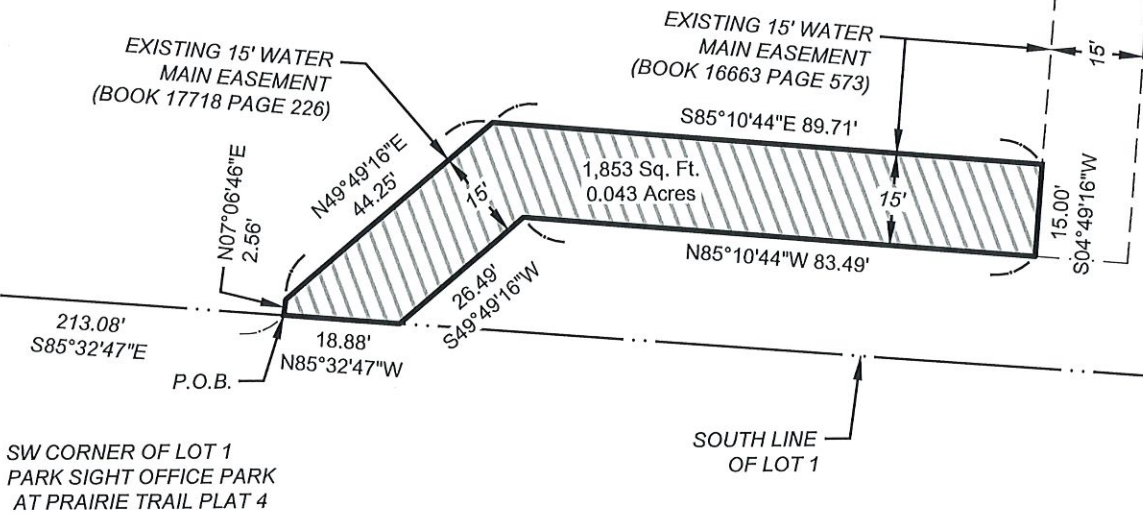
VVCTE-1

EXHIBIT "A"



SCALE

LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4



LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

www.nilesinc.com

PROJECT:
WATER MAIN EASEMENT VACATION
LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.: 23003	DRAWN BY: TJH	DWG No.: 2/2
DATE: 01/30/23	CHECKED BY: ADS	SHEET TITLE: VVCTE-2

WHEN RECORDED RETURN TO:

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

Preparer Information: Lanie Boas, 1210 NW Prairie Ridge Drive, Ankeny IA 50023

(515) 963-3541

Address Tax Statements: DRA Properties LC, 1525 NE 36th Street, Ankeny IA 50021

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 DRA Properties, LC does hereby QUIT CLAIM unto the said DRA Properties, LC all its right, title and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED EXHIBIT "B"

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 3rd day of April, 2023.

CITY OF ANKENY, IOWA

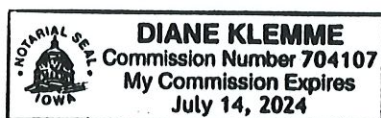
By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

BE IT REMEMBERED that on the 3rd day of April, 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 3rd day of April, 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 corporation, by it and by them voluntarily executed.



Diane Klemme
Notary Public in and for the State of Iowa

PROPRIETOR

City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

EXHIBIT "B"



LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easement recorded in Book 14744, Page 708 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

Those parts of Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence South 85 degrees 32 minutes 47 seconds East, a distance of 18.88 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 5.69 feet; thence South 07 degrees 06 minutes 46 seconds West, a distance of 223.58 feet; thence South 04 degrees 08 minutes 14 seconds East, a distance of 410.19 feet; thence South 14 degrees 27 minutes 35 seconds East, a distance of 49.14 feet; thence South 75 degrees 32 minutes 25 seconds West, a distance of 15.00 feet; thence North 14 degrees 27 minutes 35 seconds West, a distance of 50.50 feet; thence North 04 degrees 08 minutes 14 seconds West, a distance of 413.03 feet; thence North 07 degrees 06 minutes 46 seconds East, a distance of 228.36 feet, to the Point of Beginning.

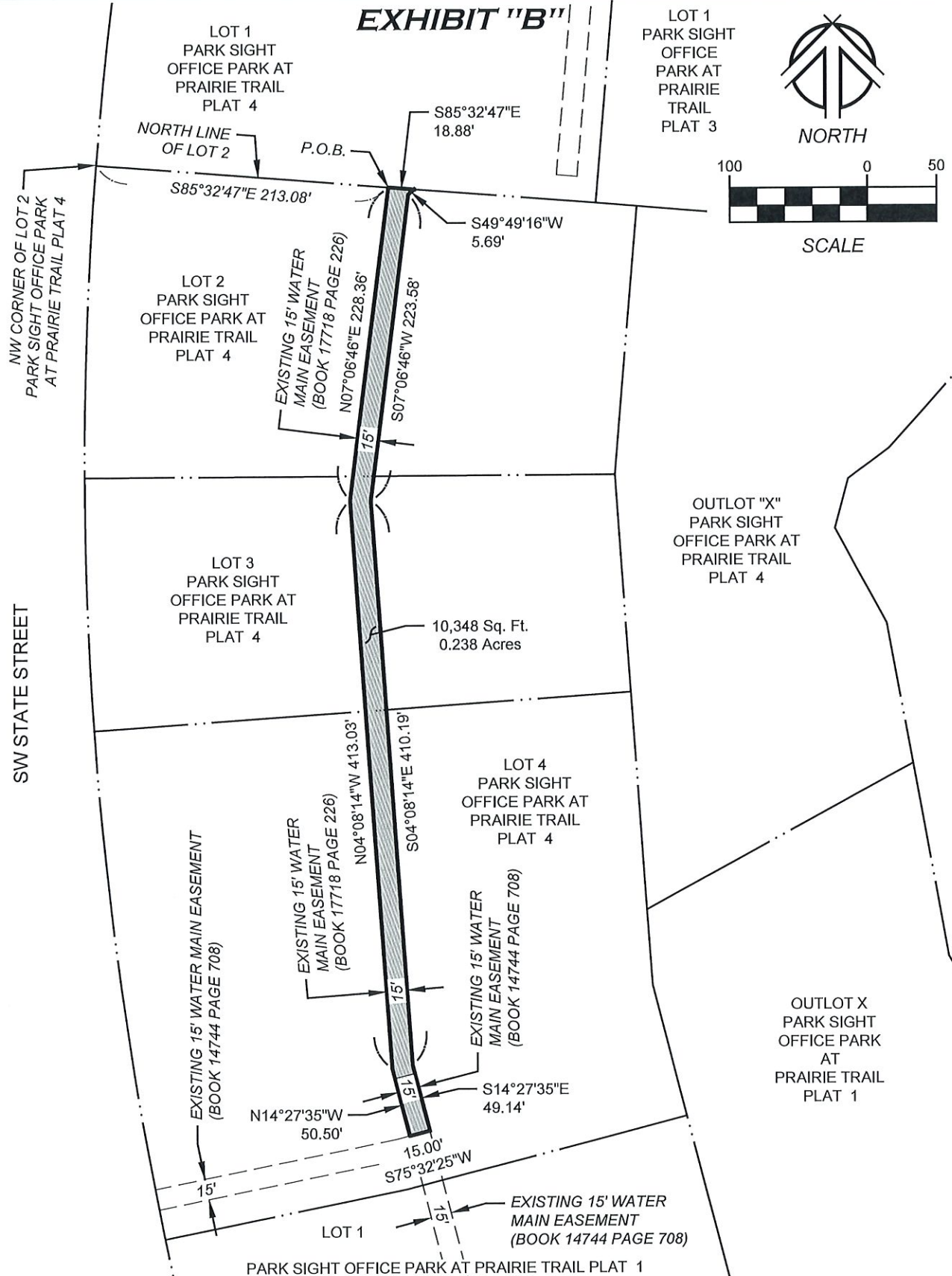
Containing 0.238 acres (10,348 square feet) more or less.



PROJECT:
WATER MAIN EASEMENT VACATION
LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.: 23003	DRAWN BY: TJH	DWG No.: 1/2
DATE: 01/30/23	CHECKED BY: ADS	SHEET TITLE: VCT-1

EXHIBIT "B"



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

www.nillesinc.com

PROJECT:
WATER MAIN EASEMENT VACATION

LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:
23003

DRAWN BY:
TJH

DWG No.:
2/2

DATE:
01/30/23

CHECKED BY:
ADS

SHEET TITLE:
VCT-2



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:
Deliver Exceptional Service

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:
No Review Required

SUBJECT:
Ord 2137: An Ordinance amending Chapter 15 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to mayor appointments.

EXECUTIVE SUMMARY:
The ordinance under consideration amends which boards and commissions the Mayor can appointment officials (with Council approval) to include the Human Rights Commission and Economic Development Council and to remove the appointment of the Zoning Administrator.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2137, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 15

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO MAYOR APPOINTMENTS

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

SECTION 1. SECTION MODIFIED: That Section 15.03 APPOINTMENTS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

15.03 APPOINTMENTS. The Mayor shall appoint the Mayor Pro Tem, and the Mayor also appoints, with Council approval, the following officials:

(Code of Iowa, Sec. 372.4)

1. Park Board
2. Arts Council
3. Ankeny Sports Complex Foundation
4. Library Board of Trustees
5. Civil Service Commission
6. Mayor's Youth Council
7. Board of Examiners and Appeals
8. Zoning Board of Adjustment
9. Human Rights Commission
10. Economic Development Council

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

April 3, 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:
Deliver Exceptional Service

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:
No Review Required

SUBJECT:
Ord 2138: An Ordinance amending Chapter 31 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to human rights commission appointed.

EXECUTIVE SUMMARY:
The ordinance under consideration amends the number of commission members that consist on the Human Rights Commission to change from seven (7) members to five (5) members.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2138, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 31

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO HUMAN RIGHTS COMMISSION APPOINTED

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

SECTION 1. SECTION MODIFIED: That Section 31.03 COMMISSION APPOINTED of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

31.03 COMMISSION APPOINTED.

1. The City Human Rights Commission shall consist of five (5) members appointed by the Mayor with approval of the City Council. Appointments shall take into consideration the various racial, religious, cultural, and social groups and geographical areas within the City insofar as may be practicable.
2. The term of appointment shall be three (3) years from January 1 of the year in which the appointment is made, except that for the purpose of maintaining an appropriate staggering of terms, the Mayor may prescribe a shorter term for any appointment or reappointment. In the event that a vacancy occurs in the membership of the commission by death, resignation or otherwise prior to the normal expiration of the appointee's term, the Mayor, with the approval of the City Council, shall appoint a person to serve out the remainder of the unexpired term.
3. Any member or all members of the commission may be removed from office at any time by the Mayor with the approval of the City Council. The commission shall annually elect one of its members to be Chairperson.
4. The members of the commission shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as allowed by the City Council pursuant to such procedures and policies for the reimbursement of expenses as shall be established by the City from time to time.
5. The members of the commission shall meet as needed to carry out the purpose of the commission. The members shall establish such procedures and policies as need for that purpose.

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

April 3, 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:
Ordinance - 3rd Reading

LEGAL:
No Review Required

SUBJECT:

Ord 2140: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

EXECUTIVE SUMMARY:

The ordinance under consideration increases the maximum ERU per month for commercial, industrial and multi-family from 70 ERU to 80 ERU, effective July 1, 2023. The stormwater management fees will remain at \$6.50 per ERU per month.

FISCAL IMPACT: **Yes**

Below is the impact of the proposed utility rate changes:

			\$		%	
	FY 2024	FY 2023	Difference		Difference	
Solid Waste	\$ 61.68	\$ 59.04	\$ 2.64		4.47%	
Water	448.51	419.38	29.13		6.95%	
Sewer	519.96	519.96	-		0.00%	
Storm Water	78.00	78.00	-		0.00%	
	<u>\$ 1,108.15</u>	<u>\$ 1,076.38</u>	<u>\$ 31.77</u>		<u>2.95%</u>	

The illustration assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes. This customer will see an increase of \$31.77 or 2.95% in their utility bill for FY 2024.

CITY MANAGER'S RECOMMENDATIONS:

Recommend amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 27, 2023 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2140, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2140

ORDINANCE 2140

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO STORMWATER MANAGEMENT FEES

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

SECTION 1. SECTION MODIFIED. Section 107.02, Paragraph 3, of the Code of Ordinances of the City of Ankeny, Iowa is repealed effective July 1, 2023 and the following adopted in lieu thereof:

107.02 STORMWATER MANAGEMENT FEES.

3. Commercial, Industrial and Multi-Family: \$6.50 per ERU per month up to a maximum of 80 ERUs.

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 3rd day of April, 2023.

ATTEST:

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 7TH DAY OF APRIL, 2023**

**1st Con 03/06/23
2nd Con 03/20/23
3rd Con 04/03/23**



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan. (PH 2023-28)

EXECUTIVE SUMMARY:

The proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan, which was last amended in 2021, includes the addition of the following public improvement projects:

- SW State Street reconstruction from SW Ordinance Road to West 1st Street (southbound lanes)
- SW Oralabor Road and SW State intersection improvements and construction of a pedestrian underpass
- West 1st Street widening and improvements - Phase 2

These projects were not included in previous plan updates and projects are required to be in the plan if tax increment financing is used to support public improvements. This amendment also includes the addition of land to allow for the inclusion of the West First 1st Street widening project.

FISCAL IMPACT: **No**

Adding public improvement projects and land area to an Urban Renewal Area has no fiscal impact. Projects are approved by the City Council as part of the City's Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

To approve the amended urban renewal plan as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

This urban renewal area and plan was most recently amended in 2021.

PUBLIC OUTREACH EFFORTS:

A consultation meeting with all affected taxing entities was held on March 15, 2023. A report from that meeting is attached.

ACTION REQUESTED:

Action: Consider motion to receive and file the report from the consultation meeting held on March 15, 2023.

Action: Consider motion to adopt RESOLUTION determining an area of the City to be a blighted and economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 1989 No. 13 Consult Notes
 Amend No. 13 1989 URP
 Amend No. 13 1989 URP Reso



Derek Lord

Economic Development Director
(p) 515.965.6430
dlord@ankenyiowa.gov

MEMORANDUM

TO: Honorable Mayor and City Council

DATE: March 15, 2023

RE: *Amendment No. 13 to the 1989 Ankeny Economic Development
Urban Renewal Plan – Consultation Meeting*

City staff held a consultation meeting on Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan at 10:00 AM on March 15, 2023 at Ankeny City Hall. Notices of this meeting were sent to the Ankeny Community School District, Saydel Community School District and Polk County.

No representatives from the Ankeny Community School District, Saydel Community School District or Polk County attended this consultation meeting or reached out to discuss this amendment.

No written comments were received regarding this amendment.

AMENDMENT NO. 13

to the

**1989 ANKENY ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN**

CITY OF ANKENY, IOWA

Original Area Adopted – 1989

Amendment No. 1 – 1994
Amendment No. 2 – 2003
Amendment No. 3 – 2003
Amendment No. 4 – 2005
Amendment No. 5 – 2012
Amendment No. 6 – 2015
Amendment No. 7 – 2017
Amendment No. 8 – 2018
Amendment No. 9 – 2018
Amendment No. 10 – 2019
Amendment No. 11 – 2020
Amendment No. 12 – 2021
Amendment No. 13 – 2023

**AMENDMENT NO. 13
TO THE
1989 ANKENY ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN**

CITY OF ANKENY, IOWA

INTRODUCTION

The 1989 Ankeny Economic Development Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the 1989 Ankeny Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1989, and subsequently amended 12 times, is being further amended by this Amendment No. 13 (“Amendment No. 13” or “Amendment”) to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the original 1989 Ankeny Economic Development Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

BASE VALUE

The property included in the original Plan, adopted in 1989, the property added or removed by each prior amendment, and the property added by this Amendment No. 13 each may be referred to as “Subareas” in this Amendment. All Subareas of the Urban Renewal Area are depicted in Exhibit B. The property included in the original Plan, adopted in 1989, is called the “Original Subarea”. The property added by this Amendment is called the “Amendment No. 13 Subarea.” The Subareas make up the total Urban Renewal Area. The City is not intending to place the Amendment No. 13 Subarea into a tax increment financing ordinance. Nothing in this Amendment affects already established frozen base values for any pre-existing Subarea previously placed in a tax increment financing ordinance.

DESCRIPTION OF AREA

The legal description of the property being added to the Urban Renewal Area by this Amendment No. 13 is attached hereto as Exhibit A. A depiction of the Area after this Amendment, including all Subareas, is set out in Exhibit B.

AREA DESIGNATION

The Urban Renewal Area has previously been designated as a mixed-use area for both the promotion of economic development, commercial and industrial development, and blight remediation. That designation is not changed by this Amendment. The property being added by Amendment No. 13 is designated as appropriate for the promotion of economic development – commercial and industrial.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and updated January 17, 2023. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects have been authorized prior to the date of this Amendment, and many are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in prior amendments.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 13)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
SW Oralabor Road and SW State Street intersection improvements and construction of a pedestrian underpass	2023 - 2024	\$5,255,000 – \$10,510,000	Improves traffic flow and pedestrian access and promotes commercial development
SW State Street Reconstruction – SW Ordinance Road to West 1 st Street (SB Lanes)	2023	\$1,825,000 - \$3,650,000	Improves deteriorated pavement conditions through busy commercial and industrial corridor

West 1 st Street widening and improvements – Phase 2	2024 - 2027	\$12,100,000 - \$24,200,000	Improves traffic flow and promotes commercial redevelopment
TOTAL		\$19,180,000 - \$38,360,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$35,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL DATA

1.	July 1, 2022 constitutional debt limit:	\$395,854,796
2.	Current outstanding general obligation debt:	\$110,000,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 13) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will	\$54,680,000 - \$73,860,000 for future projects This total does not include

	consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 13) as described above to be funded by TIF Funds will be approximately as stated in the next column:	financing costs related to debt issuance, which will be incurred over the life of the Area.
--	--	---

REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment No. 13 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, ordinance or any other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The Original 1989 Urban Renewal Area and Plan was adopted in March of 1989 and debt was certified thereafter. The Original Plan contained no sunset and none was required by law at the time of adoption; accordingly, the Original Subarea has no sunset. Amendment No. 1 to the 1989 Urban Renewal Area and Plan was adopted in February of 1994, and debt was certified shortly thereafter. The City self-imposed a sunset date as to the Amendment No. 1 Subarea that was not required by statute. The self-imposed sunset was June 30, 2004 and effective “thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, 1993, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance the Urban Renewal Project”. The City has certified for incremental taxes continuously since Amendment No. 1 was adopted in order to pay for loans, monies advanced or indebtedness incurred by the City so the Amendment No. 1 self-imposed sunset has not expired. In Amendment No. 5, the City eliminated this self-imposed sunset and elected the same sunset for the Amendment No. 1 Subarea as is applicable to the Amendment No. 2 Subarea, or Fiscal Year 2023/2024. The Amendment No. 2 Subarea was approved by the City Council on May 19, 2003, and debt was certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 2 Subarea. The Amendment No. 3 Subarea was approved by the City Council on November 17, 2003, and debt certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 3 Subarea. Amendment No. 4 designated property within the Original Subarea as appropriate for blight remediation. Notwithstanding any inconsistent document, no sunset exists for an Urban Renewal Area that contains blight, so the Amendment No. 4 Subarea has no sunset. The Amendment No. 5 Subarea was approved by the City Council in 2012, and debt certified in 2012; therefore fiscal year 2032/2033 is the last year that tax increment can be collected in the Amendment No. 5 Subarea. Amendment No. 6 and 7

did not add land so no sunset date applies. Likewise, no sunset applies to the Amendment No. 8 Subarea because Amendment No. 8 primarily removed property, and the property added by Amendment No. 8 was public right of way and no increment will be collected therefrom. The Amendment No. 9 Subarea was approved by the City Council in 2018, a TIF Ordinance placed on the Subarea in 2018, and debt certified in 2018; therefore, fiscal year 2038/2039 will be the last year that tax increment can be collected in the Amendment No. 9 Subarea. The Amendment No. 10 Subarea was approved by the City Council in 2019, a TIF Ordinance placed on the Subarea in 2019, and debt certified in 2019; therefore, fiscal year 2039/2040 will be the last year that tax increment can be collected in the Amendment No. 10 Subarea. The Amendment No. 11 Subarea was approved by the City Council in 2020, a TIF Ordinance placed on the Subarea in 2020, and debt certified in 2020; therefore fiscal year 2040/2041 will be the last year that tax increment can be collected in the Amendment No. 11 Subarea. The Amendment No. 12 Subarea was approved by the City Council in 2021, a TIF Ordinance placed on the Subarea in 2021, and debt certified in 2021; therefore fiscal year 2041/2042 will be the last year that tax increment can be collected in the Amendment No. 12 Subarea. No sunset applies to the Amendment No. 13 Subarea because the City is not intending to place the property added by Amendment No. 13 into a TIF Ordinance.

EXHIBIT A
LEGAL DESCRIPTION OF AMENDMENT NO. 13 SUBAREA

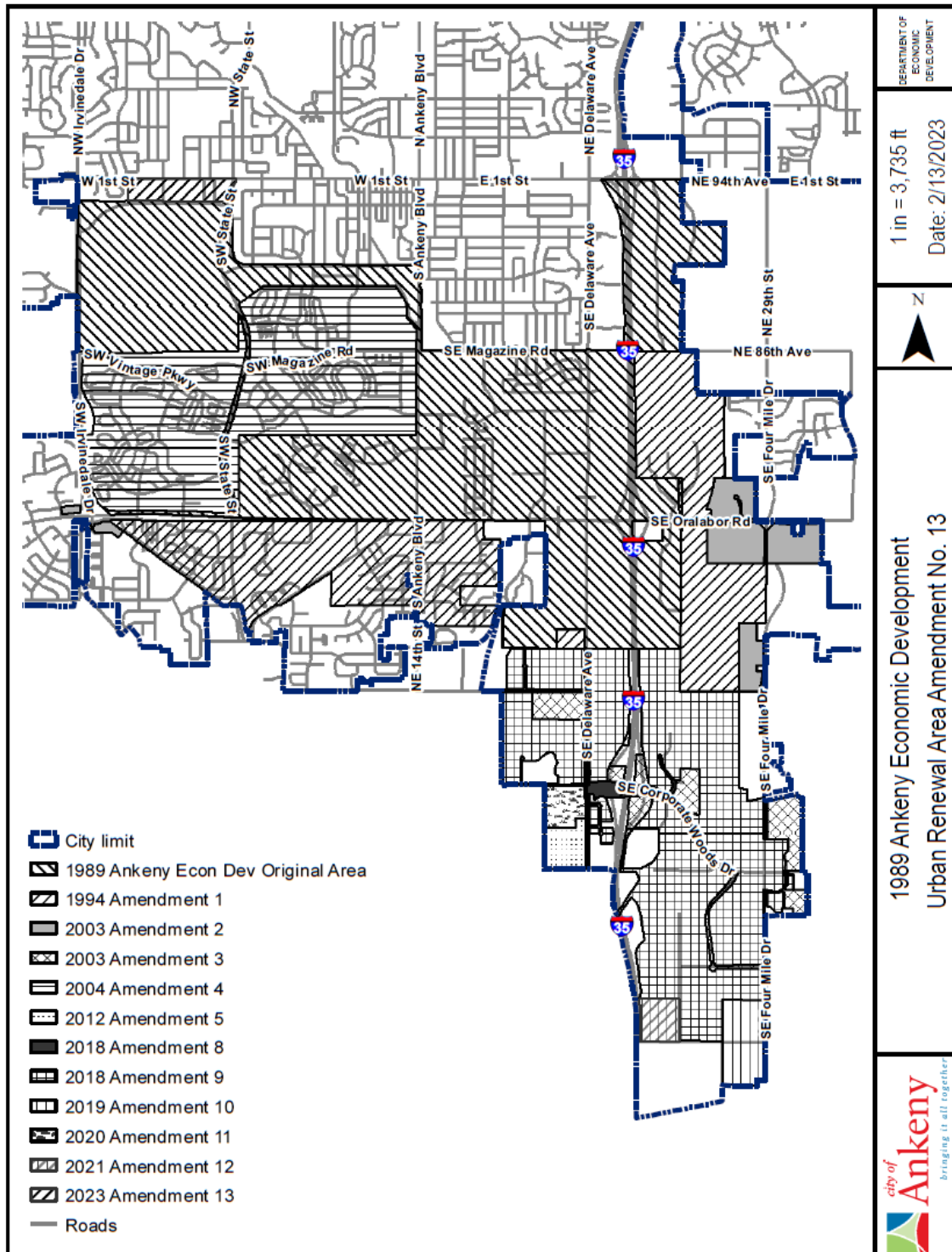
PART OF THE SOUTH ½ OF SECTION 15 AND A PART OF THE NORTH ½ OF SECTION 22 ALL BEING IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CHRISTIAN CHURCH ESTATES, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 AND BEING A POINT ON THE SOUTH LINE OF LOT A OF GOLFVIEW TERRACE PLAT 4, BEING AN OFFICIAL PLAT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 TO THE SOUTHWEST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 AND ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 EXTENDED NORTH TO THE NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND BEING ON THE NORTH LINE OF STREET LOT A OF GOLFVIEW TERRACE PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHWEST CORNER OF LOT A OF LAKEVIEW PLAZA PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHEAST CORNER OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHWEST CORNER OF LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 4, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 4 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 4 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 2 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 2 AND BEING SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 6, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 6 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 6 AND BEING THE SOUTHWEST CORNER OF LOT 32 OF FRONTIER VILLAGE PLAT 8, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 32 TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID

LOT 32 TO THE NORTHWEST CORNER OF LOT A OF HANDIMART PLAT 1, BEING AN OFFICIAL PLAT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID HANDIMART PLAT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE TO THE EAST LINE OF LOT A; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG SAID EAST LINE OF HANDIMART PLAT 1 TO THE SOUTHEAST CORNER OF SAID LOT A OF HANDIMART PLAT 1 AND BEING THE SOUTHWEST CORNER OF LOT F OF SAID FRONTIER VILLAGE PLAT 8; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT F OF FRONTIER VILLAGE PLAT 8 TO THE INTERSECTION OF THE WEST LINE OF LOTS 64-68 OF WEST LAWN PLACE PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 EXTENDED NORTH AND ALONG THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 TO THE INTERSECTION OF THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY; THENCE WEST ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY AND BEING ALONG THE NORTH LINE SW 3RD STREET RIGHT-OF-WAY AND BEING ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 6 AND BEING THE SOUTHEAST CORNER OF WESTLAWN PLACE PLAT 7, BEING AN OFFICIAL PLAT; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID WESTLAWN PLACE PLAT 7 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 7; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SAID SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 7 EXTENDED WEST TO THE EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET BEING 33.00 FEET EAST OF THE EAST LINE OF LAKEVIEW PLAZA PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED SOUTHERLY; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH TO THE INTERSECTION OF THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG SAID SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST AND ALONG THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 TO THE SOUTHWEST CORNER OF SAID LAKEVIEW PLAZA PLAT 3 AND BEING THE SOUTHEAST CORNER OF SAID CHRISTIAN CHURCH ESTATES; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG THE SOUTH LINE OF SAID CHRISTIAN CHURCH ESTATES TO THE POINT OF BEGINNING AND CONTAINING 53.66 AC (2,337,259 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EXHIBIT B **MAP OF URBAN RENEWAL AREA FOLLOWING ADOPTION OF** **AMENDMENT NO. 13**



RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 13 TO THE 1989 ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 62-89, adopted April 17, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1989 Ankeny Economic Development Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the 1989 Ankeny Economic Development Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan has been amended several times, most recently by Amendment No. 12 approved by Resolution No. 2021-374 adopted on October 4, 2021, and which Plan, as amended, is on file in the office of the Recorder of Polk County; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

Beginning at the North quarter corner of Section 19, T80N, R23W; thence South to the South line of the North ½ of the Northeast 1/4 of Section 19, T80N, R23W; thence East to the center of the Northeast 1/4 of Section 19, T80N, R23W; thence South to the South quarter corner of the Northeast 1/4 of Section 19, T80N, R23W; thence West to a point 264 feet West of the center of Section 19, T80N, R23W;; thence South 495 feet; thence East to a point 495 feet South of the center of Section 19, T80N, R23W; thence South to the South quarter corner of Section 19, T80N, R23W; thence West to the East right-of-way line of Interstate 35; thence Southerly along said right-of-way to the North line of the South ½ of the Southwest quarter of Section 30, T80N, R23W; thence East to the West line of the Southeast 1/4 of Section 30, T80N, R23W; thence South to the centerline of S.E. Oralabor Road; thence West to the Southeast corner of the SW-1/4 of the SW-1/4 of Section 30, T80N, R28W; thence South 890.35 feet; thence Northeasterly to a point 1,217 feet West of and 630 feet South of the North quarter corner of Section 31, T80N, R23W; thence East 626.6 feet; thence North 562.04 feet; thence East 419.21 feet; thence North 17.96 feet; thence East 171.55 feet to a point 50 feet South of the North quarter corner of Section 31, T80N, R23W; thence South along the North/South centerline of said Section 31, T80N, R23W to the Southeast corner of the NE-1/4 of the SW-1/4 of Section 31, T80N, R23W; thence West along the South line of the N-1/2 of the SW-1/4 of Section 31, T80N, R23W; to the West right-of-way line of

S.E. Delaware Avenue; thence North 596.85 feet along said right-of-way line; thence West 903.78 feet; thence South 596.85 feet; thence West 1,642 feet to a point 50 feet East of the Southwest corner of the NW-1/4 of the SE-1/4 of Section 36, T80N, R24W; thence Northerly to a point 89 feet East of the center of Section 36, T80N, R24W; thence East 1,231 feet; thence North along the North/South centerline of the Northeast 1/4 of Section 36, T80N, R24W to the centerline of Oralabor Road; thence West to a point 480 feet East of the North quarter corner of the Northwest 1/4 of Section 36, T80N, R24W; thence South 867.5 feet; thence West 480 feet; thence North to the centerline of Southeast Oralabor Road; thence West to the intersection of South Ankeny Boulevard and Southeast Oralabor Road; thence West to the East right-of-way line of N.W. Polk City Road; thence North along said right-of-way to the North line of Section 27, T80N, R24W; thence West to the Northwest corner of Section 27, T80N, R24W; thence North along the West line of Section 22, T80N, R24W to the North right-of-way line of S.W. 3rd Street; thence East along the North right-of-way line of S.W. 3rd Street to its intersection with the East right-of-way line of S.W. State Street; thence South along said East right-of-way line to its intersection with the North line of the South 1/4 of Section 23, T80N, R24W; thence East to the East right-of-way line of South Ankeny Boulevard; thence South along said right-of-way line to the North right-of-way line of S.E. Magazine Road; thence East to the West right-of-way line of Interstate 35; thence North along said line to the centerline of E. 1st Street; thence East to the point of beginning.

AMENDMENT NO. 1 AREA

Beginning at the south 1/4 corner of Section 19, T80N, R23W; thence east to the east line of the west 14 acres of the NW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence south to the north line of the SW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence east to the east line of the SW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence south along said line to a point 1319.43' E and 431.12' N of the S 1/4 corner of Section 30; thence N 89E 39' 54" W, 12.86'; thence S 00E 20' 06" W, 33.22'; thence S 89E 41' 23" W, 135.80'; thence S 03E 29' 07" W, 43.21'; thence N 89E 48' 56" W, 269.48'; thence S 01E 28' 18" E, 355.09' to the S line of Section 30; thence westerly along said line to the west line of the E 15.36 acres of the NW 1/4 of the NE 1/4 of Section 31, thence S to the S line of the NW 1/4 of the NE 1/4 of Section 31; thence easterly to the E line of Section 31; thence S along said E Section line 1840.72'; thence N 89E 55' 58" W, 813.52'; thence S 00E 00' 00" E, 5285.02'; thence N 88E 37' 53" W, 1,010.29'; thence N 00E 00' 00" E, 763.43'; thence N 88E 21' 58" W, 835.19'; thence N 00E 08' 03" E, 415.28'; thence westerly to the E ROW line of I-35; thence northerly along said ROW line to the S line of the N 1/4 of the SW 1/4 of Section 31; thence east to the southeast corner of the NE 1/4 of the SW 1/4 of Section 31; thence north along the centerline of section 31, T80N, R23W to the north line of the south 1/4 of the SW 1/4 of Section 30; thence west to the east ROW line of I-35; thence northerly along said ROW to the north line of Section 30; thence east along said north line to the P.O.B.

AND

The NE 1/4 of the SE 1/4 of the SE 1/4, and the west 60 acres of the south 1/2 of the SE 1/4, and the SE 1/4 of the SE 1/4 of the SE 1/4, all in Section 36, Township 80 North, Range 24 West of the 5th P.M., Polk County, Iowa, and Lot 1 in Carney Acres an official plat in Polk County, Iowa and the abandoned railroad right-of-way lying east of and adjacent to the east line of said Lot 1 in Carney Acres, and;

Beginning at a point on the East line of said SE 1/4 of Section 36 being 725.61 feet South of the East 1/4 corner of said Section 36; thence continuing South 00E 00' East, along said East line 596.85 feet to the SE 1/4 corner of the North 1/2 of said SE 1/4, Section 36; thence South 89E 46' 31" West, along the South line of the North 1/2 of the SE 1/4 said Section 36, 948.78 feet; thence North 00E 00' East, 596.85 feet; thence North 89E 46' 31" East, 948.78 feet to the point of beginning.

AND

Beginning at a point at the intersection of the north and west lines of Oralabor Cemetery; thence south to the south line of Oralabor Cemetery; thence east to the west ROW of the Chicago and Northwestern Railroad; thence southerly along said ROW to a point 613' north of the south line of the NW 1/4 of Section 36; thence west 1256'; thence south to the south line of the NW 1/4 of Section 36; thence east to the west ROW line of the Chicago and Northwestern R.R.; thence southwesterly along said ROW to the intersection of a line parallel to and 625' south of the north line of the south 1/2 of Section 32; thence west 2010.36'; thence north along the west line of Section 36 to the NW corner of Section 36; thence west to the west ROW line of S. Ankeny Blvd.; thence south along said ROW 350'; thence west 260'; thence south 142'; thence south along said ROW line to the south line of NE 1/4; thence west to the center of said section; thence north to the south ROW line of SW Ankeny Road; thence southwesterly along said ROW line to a point on the south line of the NW 1/4 of Section 35; thence west along said line to the west ROW line of SW Ankeny Road; thence S 56E 26' 00" W, 509.6'; thence southwesterly 605.4' on an 828.9' radius curve concave southeasterly, the cord for which bears S 35E 30' 30" W and has a length of 592.1'; thence S 79E 02' 00" W, 48.8'; thence N 10E 58' 00" W, 779.9' to the N line of the SE 1/4 of Section 34; thence west along said line to a point being the west ROW line of NW Polk City Dr.; thence north along said ROW line to a point on the north line of Section 34; thence east along the north Section line of Section 34 to a point on the north Section line of Section 36, T80N, R24W being the point of beginning.

AMENDMENT NO. 2 AREA

Area A

Clark

Polk County Geo Parcel Number: 8023-30-451-012

Polk County Geo Parcel Number: 8023-30-451-013

Lauridsen

Polk County Geo Parcel Number: 8023-30-476-013

Polk County Geo Parcel Number: 8023-30-476-014

Polk County Geo Parcel Number: 8023-30-476-015

Polk County Geo Parcel Number: 8023-30-476-016

Polk County Geo Parcel Number: 8023-30-476-017

Polk County Aviation Authority

Polk County Geo Parcel Number: 8023-31-200-006

Polk County Geo Parcel Number: 8023-31-200-007

Polk County Geo Parcel Number: 8023-31-200-011

Robert Johnson and Kathryn Zimmer

Polk County Geo Parcel Number: 8023-31-200-010

Polk County Geo Parcel Number: 8023-32-101-002

Area B

Polk County Aviation Authority

Polk County Geo Parcel Number: 8023-31-400-029

Mc Dermott

Polk County Geo Parcel Number: 8023-31-400-026

Polk County Geo Parcel Number: 8023-31-400-027

Wangsness

Polk County Geo Parcel Number: 8023-31-400-023

Area C

Sheldahl & Associates, Incorporated

A PART OF THE SOUTHEAST 1/4 OF SECTION 28 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 27, ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE NORTH 0° 21' 52" EAST, 214.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 88° 15' 58" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 111.62 FEET; THENCE SOUTH 84° 50' 56" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 302.85 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 11,564.12 FEET, WHOSE ARC LENGTH IS 2.08 FEET AND WHOSE CHORD BEARS SOUTH 85° 02' 22" WEST, 2.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SW WOODBURY LANE; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.14 FEET AND WHOSE CHORD BEARS NORTH 50° 06' 51" WEST, 35.26 FEET; THENCE NORTH 5° 15' 45" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 186.57 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 525.00 FEET, WHOSE ARC LENGTH IS 8.47 FEET AND WHOSE CHORD BEARS NORTH 5° 42' 56" WEST, 8.47 FEET; THENCE NORTH 84° 50' 57" EAST, 600.83 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF IRVINEDALE DRIVE; THENCE SOUTH 2° 34' 59" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 236.40 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF ORALABOR ROAD; THENCE SOUTH 88° 15' 58" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 127.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.99 ACRES (130,416 SF).

Warren Mgr Inc.

Polk County Geo Parcel Number: 8024-34-103-003

Warren Transport Inc.

Polk County Geo Parcel Number: 8024-34-103-005

William C. Knapp

Polk County Geo Parcel Number: 8024-34-103-004
(Lot 50, Tradition Greens Plat 1)

Polk County Geo Parcel Number: 8024-34-102-017
(Lot 51, Tradition Greens Plat 1)

AMENDMENT NO. 3 AREA

EX BEG 510.3F E OF NW COR THN S650F W30F S250F E 480F N 900F W 450F TO POB- NE FRL 1/4 LESS RR & RD SEC 1-79-24 Polk County Geo Parcel: 7924-01-200-004

AND

EX E 478.5F- N 1/4 NE 1/4 LESS RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-200-001

AND

EX BEG 1327.15F E & 789.08F N OF S 1/4 COR SECTION 6 THN W 845.02F NE 556.12F E 763.21F S 531.62F TO POB- SW 1/4 SE 1/4 LESS 1.77 A RY & RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-021

AND

EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W500.63F TO POB- NW FRL 1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/4 LESS RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-100-008

AND

EX 1 SQUARE A NW COR & PARCEL F BK 8529 PG 964 BEG 884.67F E OF NW COR THN E 435F S 545F W 435F N 545F TO POB & BEG 1314.2F N OF W 1/4 COR OF SEC THN N 258F ALNG W LN E 100F S 258F W 100F TO POB- NW 1/4 NW 1/4 LESS 2.24A RD SEC 8-79-23 Polk County Geo Parcel: 7923-08-100-009

AND

1 SQUARE A NW COR NW 1/4 NW 1/4 LESS .458A RD SEC 8-79-23
Polk County Geo Parcel: 7923-08-100-001

AND

PARCEL D S1039.5F W1155F SW 1/4 SW 1/4 LESS 2.94A RD SEC 5-79-23
Polk County Geo Parcel: 7923-05-300-008

AND

EX S 1065.15F- W 757F S OF RR LESS RD SW 1/4 SEC 5-79-23
Polk County Geo Parcel: 7923-05-300-001

AND

EX W 60F RD- BEG 1040.15F N OF SW COR THN E 1155F THN N TO PT 330F S OF N LN THN W TO PT 1584F W OF E LN THN N TO S LN RR THN SWLY ALNG RR TO PT 757F E OF W LN & 1064.5F N OF S LN THN W 757F TO W LN THN S 25F TO POB SW 1/4 SEC 5-79-23 Polk County Geo Parcel: 7923-05-300-002

AND

EX PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR SECTION 6 THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR TOW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB- NW 1/4 SE1/4 LYG S OF RR ROW & -EX E 60F RD EAS- & -EX PAR A N 334.38F S 540.54F E 316.23F SE 1/4- & -EX S 206.16F E 316.23F SE 1/4- & -EX BEG SE COR THN W TO SW COR N 430F SE 1010F TO PT 385F N OF S LN THN S TO PT 314.5F W & 240F N OF SE COR E 314.5F S240F TO POB- E 1/4 SE 1/4 LYG SE OF RR ROW SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-020

AND

EX S 240F E 316.23F- & -EX PAR A N334.38F S 540.54F E 316.23F SE 1/4- & -EX S 33F EAS- BEG SE COR THN W TO SW COR N 430F SELY 1010F TO PT 385F N OF S LN THN S TO PT 314.5F W & 240F N OF SE COR E 314.5F S240F TO POB SE 1/4 SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-014

AND

EX PAR B 8629 BEING THE W 250.07F ON S LINE & W 250.14F ON N LINE- BEG SE COR THN W 800.48F N 563.75F E 798.65F S 560.1F TO POB NE 1/4 LESS .84A RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-200-016

AND

EX E 60F RD EAS- & -EX W OF LN BEG 550.3F W OF E 1/4 CORNER SECTION 6 THN S 373.99F TO N LN RR ROW- SE 1/4 LYG N OF RR ROW SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-017

AND

EX W 322.5F N 270.15F S 642F & PARCEL L BK 8797 PG 822 BEG NW COR THN E 1293.41F TO W ROW LN I-35 S 436.39F W 1302.23F TO W LN N 436.34F TO POB- SW 1/4 SW FRL 1/4 LESS .64A RD EAS & 4A I-35 SEC 31-80-23

Polk County Geo Parcel: 8023-31-300-013

AND

PARCEL K BK 8651 PG 594 BEG NW COR THN E1342.64F TO W ROW LN I-35 S 422.26F W 1339.52F TO W LN N 422.26F TO POB NW FRL 1/4 LESS .48A RD EAS SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-011

AND

PARCEL L BK 8797 PG 822 BEG NW COR THN E1293.41F TO W ROW LN I-35 S 436.39F W 1302.23F TO W LN N 436.34F TO POB SW 1/4 SW FRL 1/4 LESS .45A RD EAS SEC 31-80-23 Polk County Geo Parcel: 8023-31-300-012

AND

PARCEL J BOOK 8651 PG 594 BEG 422.26F S OF NW COR THN E 1339.52F TO WLY ROW LN I-35 S 126.59F SLY 407.62F W 963.8F N 310.15F W 370F TO W LN N 219.31F TO POB NW FRL 1/4 LESS .25A RD EAS SEC 6-79-23
Polk County Geo Parcel: 7923-06-100-012

AND

PAR F 8629-418 BEG CENTER OF SECTION 6 THN E 606.31F S 822.47F SW ALONG N RR ROW LN 302.68F NW 50F SW 403.9F N 1193.67F TO POB SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-015

AND

PAR D 8629-416 BEG AT CENTER OF SECTION 6 THN N 572.06F E 605.16F S 566.44F W 606.31F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-013

AND

PAR H 8629-420 COMMENCING AT S 1/4 COR SECTION 6 THN E 1327.16F N 1320.7F W 763.27F TO POB THN W 406.9F TO S RR ROW LN NE ALONG RR ROW 555.08F S 8.26F SW 322.06F TO POB SE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-018

AND

S 1/4 NE 1/4 LESS 1.81A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-200-003

AND

N 1/4 SE 1/4 LESS 1.81A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-400-001

AND

NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23 Polk County Geo Parcel: 7923-07-300-011

AND

SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-400-002

AND

S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23

Polk County Geo Parcel: 7923-07-100-009

AND

N 1/4 NW FRL 1/4 LYG BET RY ROW & I-35 & S OF NE 62ND AVE SEC 7-79-23

Polk County Geo Parcel: 7923-07-100-005

AND

NW 1/4 NE 1/4 & N 1/4 NW 1/4 LYNG E INTST LESS RD SEC 18-79-23

Polk County Geo Parcel: 7923-18-200-001

AND

E 1/4 S 1/4 SW 1/4 LESS 1 A RD & LESS 8.1 A INTST =35 SEC 7-79-23

Polk County Geo Parcel: 7923-07-300-006

AND

EX PAR H 8629-420 COMMENCING AT S 1/4 COR SECTION 6 THN E 1327.16F N 1320.7F W 763.27F TO POB THN W 406.9F TO S RR ROW LN NE

ALONG RR ROW 555.08F S 8.26F SW 322.06F TO POB- PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR ROW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-019

AND

PAR E 8629-417 BEG 606.31F E OF CENTER OF SECTION 6 THN E 230.09F S 194.88F E 1010.21F N 194.97F E 250.07F S 373.99F SWLY ALONG N LN RR ROW 1210.85F N 822.47F TO POB SE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-016

AND

BEG 1327.15F E & 789.08F N OF S 1/4 COR SECTION 6 THN W 845.02F NE 556.12F E 763.21F S 531.62F TO POB SW 1/4 SE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-022

AND

PARCEL L BK 8716 PG 84 BEG 560.01F N & 548.49F W OF E 1/4 COR OF SEC THN W 250.14F N 1493.02F E 249.55F S 1499.83F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-011

AND

BEG 540.15F W OF NE COR THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB NE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-200-017

AND

PAR B 8629-414 BEG 550.3F W OF E 1/4 COR SECTION 6 THN W 250.07F N 563.79F E 250.14F S 562.59F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-015

AND

PAR C 8629-415 BEG 606.31F E OF CENTER OF SECTION 6 THN N 569.44F E 229.97F S 568.44F W 230.09F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-014

AND

BEG 1033.1F E & 55.7F N OF SW COR THN E 624F NE 394.1F NELY 355.7F N 773.6F W 1001.6F SW 1275.2F TO POB SW 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-007

AND

ALL OF THE RAILROAD RIGHT OF WAY LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND

ALL OF THE RAILROAD RIGHT OF WAY LYING EAST OF INTERSTATE 35 AND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND

BEG NW COR THN E1040.31F SW 26.15F SE 68F SWLY ALNG WLY ROW LN I-35 785.25F NW 448.83F W 514.9F N 158.54F W 193.65F N 291.59F TO

POB N ½ SW FRL 1/4 LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-300-001

AND

S 16.5F SW 1/4 NW FRL 1/4 LYG W INTST SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-008

AND

EX N 282F W 463.4F- & -EX S 16.5F- S 19.98A W 31A S 62.99A NW FRL 1/4 LESS RD LESS 4.8A INTST 35 SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-007

AND

THE ADJACENT ½ RIGHT-OF-WAY OF NE 70th AVENUE, NE 66th AVENUE, NE 62nd AVENUE, NE 54th AVENUE, NE 22nd STREET, NE 29th STREET, INTERSTATE 80 AND INTERSTATE 35 LYING SOUTH OF NE 62ND AVENUE.

AND

THE ADJACENT FULL RIGHT OF WAY OF INTERSTATE 35 LYING NORTH OF NE 62ND AVENUE.

AND

W 322.5F N 270.15F S 642F SW FRL 1/4 LESS .274 A RD SEC 31-80-23

Polk County Geo Parcel: 8023-31-300-003

AND

S 310F N 951.7F W 370F NW 1/4 NW 1/4 LESS 0.178A RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-002

AND

N ½ OF FOLLOWING PARCEL W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW FRL 1/4 LESS RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-003

AND

N 8 RDS W 20 RDS OF S 19.98 A W 31 A S 62.99 A LESS RD -EX S 1 A RD- NW FRL 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-005

AND

N 132 F E 133.4 F W 463.4 F & S 150 F N 282 F W 463.4 F S 19.98 A W 31 A S 62.99 A NW FRL 1/4 LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-006

AND

EX BEG NW COR THN E 1040.31F SW 26.15F SE 68F SWLY ALNG WLY ROW LN I-35 785.25F NW 448.83F W 514.9F N 158.54F W 193.65F N 291.59F TO POB- N ½ SW FRL 1/4 LYG W OF I-35 LESS RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-002

AND

EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-300-008

AND

BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB SW FRL 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-009
AND
E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-010
AND
EX S 33F & E60F RD EAS- S 206.16F E 316.23F SE 1/4 SE 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-006
AND
PARCEL A N334.38F S540.54F E316.23F SE 1/4 LESS .46A RD EAS SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-012
AND
LOTS 2 & 3 FRIENDLY HILLS Polk County Geo Parcel: 7924-01-200-002
AND
LOT 1 FRIENDLY HILLS Polk County Geo Parcel: 7924-01-200-003
AND
W 308F N 924F LESS 1.06A RD S 1/4 SW FRL 1/4
SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-003
AND
EX S 240F NLY 1154.12F E 110F- E 478.5F N 1/4 NE 1/4 LESS RD SEC 7-79-23
Polk County Geo Parcel: 7923-07-200-004
AND
EX BEG 540.15F W OF NE COR OF SEC THN S 912.22F W 249.55F N 912.22F
E 249.25F TO POB & W 3101.85F MEAS ON S LN & S & E OF LN BEG 77.01F
S OF NE COR THN W 46.29F SELY 529.29F TO PT ON E LN 603.52F S OF NE
COR- N 912.37F E OF I-35 N 1/4 LESS 2.47A RD SEC 6-79-23
Polk County Geo Parcel: 7923-06-200-018
AND
E 20A S 1/4 N OF RR & -EX BEG 1384.73F E & 1.8F S OF NW COR SW 1/4 THN
NE 17.04F SW 11.04F NW 16.89F NE6.4F TO POB- N 1/4 E OF I-35 & N OF RR
SW FRL 1/4 & E 31.97A S 62.97A NW FRL 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-013

AMENDMENT NO. 4 AREA

LOTS, 11, 12, 13 AND 14 OF JOHN DEERE PLACE BEING AN OFFICIAL
PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND

PART OF THE SOUTHEAST 1/4 OF SECTION 22 AND A PART OF THE
SOUTH 1/4 OF SECTION 23 AND A PART OF SECTION 27 AND A PART OF
THE NORTH 1/4 OF SECTION 26 ALL BEING IN TOWNSHIP 80 NORTH,
RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY,
IOWA AND DESCRIBED AS FOLLOWS:

AREA 1

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 0°10'58" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°57'08" EAST, 220.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW IRVINEDALE DRIVE AND BEING A POINT ON THE SOUTHERLY LINE OF JOHN DEERE ACRES, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY, AND SAID POINT ALSO BEING THE POINT OF BEGINNING OF AREA 1; THENCE NORTH 89°57'08" EAST ALONG THE SOUTHERLY LINE OF SAID JOHN DEERE ACRES, 2100.20 FEET TO THE NORTHWEST CORNER OF LOT 11 OF SAID JOHN DEERE PLACE; THENCE SOUTH 0°02'52" EAST ALONG THE WEST LINE OF SAID LOT 11, 2050.77 FEET; THENCE SOUTH 48°09'39" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 11, AND THE SOUTHWESTERLY LINE OF LOT 13, AND THE WESTERLY LINE OF LOT 14, OF SAID JOHN DEERE PLACE, 913.70 FEET; THENCE SOUTH 0°02'52" EAST ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 1081.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 89°56'12" EAST ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 1409.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14 AND BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SW STATE STREET; THENCE CONTINUING SOUTH 89°56'12" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 102.76 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2934.79 FEET, WHOSE ARC LENGTH IS 313.64 FEET AND WHOSE CHORD BEARS SOUTH 13°20'49" EAST, 313.49 FEET; THENCE SOUTH 16°24'31" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 321.33 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1839.86 FEET, WHOSE ARC LENGTH IS 651.63 FEET AND WHOSE CHORD BEARS SOUTH 6°15'44" EAST, 648.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SW ORALABOR ROAD; THENCE NORTH 88°05'30" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 2164.81 FEET; THENCE NORTH 89°26'00" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 866.90 FEET; THENCE SOUTH 86°38'47" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 351.25 FEET; THENCE NORTH 85°57'15" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 387.58 FEET; THENCE NORTH 70°52'24" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 123.18 FEET; THENCE NORTH 58°26'07" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 154.32 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SW IRVINEDALE DRIVE; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND

ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1834.90 FEET, WHOSE ARC LENGTH IS 163.16 FEET AND WHOSE CHORD BEARS NORTH 38°07'29" WEST, 163.11 FEET; THENCE NORTH 22°46'27" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 450.74 FEET; THENCE NORTH 12°38'22" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 333.88 FEET; THENCE NORTH 10°21'47" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 111.64 FEET; THENCE NORTH 10°25'39" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 88.96 FEET; THENCE SOUTH 6°10'01" WEST, 20.03; THENCE SOUTH 11°49'01" WEST, 520.50 FEET; THENCE SOUTH 11°48'17" WEST, 64.80 FEET; THENCE SOUTH 85°37'19" WEST, 52.70 FEET; THENCE NORTH 3°56'02" WEST, 572.26 FEET; THENCE NORTH 4°23'59" WEST, 10.10 FEET; THENCE NORTH 3°48'59" WEST, 1160.30 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°52'59" EAST ALONG SAID NORTH LINE, 415.10 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF SW IRVINEDALE DRIVE. THENCE NORTH 6°05'38" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 478.25 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 608.50 FEET, WHOSE ARC LENGTH IS 323.15 FEET AND WHOSE CHORD BEARS NORTH 9°06'49" WEST, 319.37 FEET; THENCE NORTH 24°24'48" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 801.38 FEET; THENCE NORTH 0°34'44" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 636.12 FEET; THENCE NORTH 9°30'41" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 431.58 FEET TO THE POINT OF BEGINNING AND AREA 1 CONTAINING 316.02 AC (13,765,669 S.F.); AND

AREA 2

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 27 POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTH 89°59'39" EAST ALONG THE NORTH LINE OF SAID LOT 12 AND ALONG THE SOUTH LINE OF JOHN DEERE ACRES, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY, 2363.45 FEET TO THE SOUTHEAST CORNER OF SAID JOHN DEERE ACRES; THENCE NORTH 0°00'21" WEST ALONG THE EAST LINE OF SAID JOHN DEERE ACRES, 1147.17 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SW STATE STREET; THENCE SOUTH 25°32'25" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 33.87 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 2221.83 FEET, WHOSE ARC LENGTH IS 1599.52 FEET AND WHOSE CHORD BEARS SOUTH 4°54'59" EAST, 1565.20 FEET; THENCE SOUTH 15°42'27" WEST CONTINUING ALONG SAID

WESTERLY RIGHT-OF-WAY LINE, 2111.09 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 2934.79 FEET, WHOSE ARC LENGTH IS 172.99 FEET AND WHOSE CHORD BEARS SOUTH 14°01'08" WEST, 172.96 FEET; THENCE NORTH 89°52'59" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE 118.11 FEET TO THE NORTHEAST CORNER OF LOT 14 OF SAID JOHN DEERE PLACE; THENCE CONTINUING NORTH 89°52'59" WEST ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 1345.20 FEET TO THE NORTHEAST CORNER OF LOT 13 OF SAID JOHN DEERE PLACE; THENCE NORTH 48°09'39" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 601.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 13 AND BEING A POINT ON THE EAST LINE OF LOT 11 OF SAID JOHN DEERE PLACE; THENCE NORTH 0°19'06" EAST ALONG THE EAST LINE OF SAID LOT 11 AND BEING THE WEST LINE OF SAID LOT 12, A DISTANCE OF 2238.79 FEET TO THE POINT OF BEGINNING AND AREA 2 CONTAINING 139.93 AC (6,095,411 S.F.); AND

AREA 3

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE SOUTH 89°49'23" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 70.00 FEET TO A POINT ON THE NORTH LINE OF NORTH HOPE, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY AND SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF S. ANKENY BLVD (HWY 69) AND BEING THE POINT OF BEGINNING OF AREA 3; THENCE CONTINUING SOUTH 89°49'23" WEST ALONG THE NORTH LINE OF SAID NORTH HOPE AND ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2579.73 FEET TO THE CENTER OF SAID SECTION 26; THENCE SOUTH 89°49'48" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2652.19 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE NORTH 89°52'59" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 242.13 FEET; THENCE SOUTH 0°15'30" WEST, 2415.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD; THENCE NORTH 88°05'30" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 117.71 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW STATE STREET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1979.86 FEET, WHOSE ARC LENGTH IS 696.39 FEET AND WHOSE CHORD BEARS NORTH 6°19'56" WEST, 692.80 FEET; THENCE NORTH 16°24'31" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 321.33 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE

AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 2794.79 FEET, WHOSE ARC LENGTH IS 1566.57 FEET AND WHOSE CHORD BEARS NORTH 0°21'02" WEST, 1546.14 FEET; THENCE NORTH 15°42'27" EAST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 2111.09 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 2361.83 FEET, WHOSE ARC LENGTH IS 1700.31 FEET AND WHOSE CHORD BEARS NORTH 4°54'59" WEST, 1663.83 FEET; THENCE NORTH 25°32'25" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 291.82 TO A POINT ON THE SOUTH LINE OF LOT 3 OF JOHN DEERE PLACE PLAT 2, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY; THENCE NORTH 54°03'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 948.27 FEET; THENCE NORTH 89°57'25" EAST ALONG THE SOUTH LINE OF LOTS 3, 6, 7, 9B, 10B, 12, 13 AND 14 OF SAID JOHN DEERE PLACE PLAT 2, A DISTANCE OF 4092.40 FEET TO A POINT THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SW ORDNANCE ROAD; THENCE SOUTH 32°42'42" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 394.91 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 905.00 FEET, WHOSE ARC LENGTH IS 509.70 FEET AND WHOSE CHORD BEARS SOUTH 15°46'29" EAST 502.99 FEET; THENCE SOUTH 0°21'35" WEST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 130.20 FEET; THENCE SOUTH 37°03'40" EAST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 477.22 FEET TO A POINT THE WEST RIGHT-OF-WAY LINE OF SAID S. ANKENY BLVD (HWY 69); THENCE SOUTH 0°21'35" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 661.06 FEET; THENCE NORTH 89°59'16" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 10.00 FEET; THENCE SOUTH 0°08'29" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 2640.18 FEET TO THE POINT OF BEGINNING AND AREA 3 CONTAINING 575.20 AC (25,055,657 S.F.)

TOTAL BOUNDARY FOR AREA'S 1, 2 AND 3 CONTAINS 1031.15 AC (44,916,737 S.F.) PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AMENDMENT NO. 5 AREA

DLE Seven, LC

Polk County Geo Parcel: 7923-06-100-015

Legal: -EX COM W 1/4 COR OF SEC THN E 1246.93F ALNG S LN TO CONSTRUCTION CNT LN I-35 NE 596.6F, NW 137F TO WLY ROW LN I-35 TO POB THN W 500.78F NELY 776.84F E 182.38F TO WLY

ROW LN I-35 SW 666.44F TO POB- S 1/2 OF FOLLOWING PARCEL
W 32.94A S 62.94A N 125.88A & N 11.02A W 31A
S 62.99A NW FRL 1/4 LESS RD SEC 6-79-23, Polk County, Iowa

Containing: 12.908 Acres

City of Ankeny

Polk County Geo Parcel: 7924-01-426-003

Legal: S 297F W 297F E 347F NE 1/4 SE 1/4 SEC 1-79-24, Polk County,
Iowa

Containing: 2.030 Acres

Farrell Rental Property

Polk County Geo Parcel: 7924-01-476-001

Legal: -EX E 150F- LTS 1,2,3 & ALL LT 4 FARRELL PLACE, Polk
County, Iowa

Containing: 17.570 Acres

Polk County Geo Parcel: 7924-01-476-002

Legal: E 150F LT 1 FARRELL PLACE, Polk County, Iowa

Containing: 0.570 Acres

Polk County Geo Parcel: 7924-01-476-003

Legal: E 150F LT 2 FARRELL PLACE, Polk County, Iowa

Containing: 0.520 Acres

Polk County Geo Parcel: 7924-01-476-004

Legal: E 150F LT 3 FARRELL PLACE, Polk County, Iowa

Containing: 0.620 Acres

Farrell-Magady Family Farm LLC

Polk County Geo Parcel: 7924-01-476-005

Legal: S 1/2 SE 1/4 SE 1/4 LESS 0.758A RD SEC 1-79-24, Polk County, Iowa

Containing: 19.242 Acres

Silver Land Company, LC

Polk County Geo Parcel: 7923-07-400-003

Legal: SE 1/4 SE 1/4 LESS 2.44A RD SEC 7-79-23, Polk County, Iowa

Containing: 37.560 Acres

AMENDMENT NO. 6 AREA

Amendment No. 6 did not add or remove land.

AMENDMENT NO. 7 AREA

Amendment No. 7 did not add or remove land.

AMENDMENT NO. 8 AREA

Property Removed from Amendment No. 1 Subarea by Amendment No. 8

EX S 10F E 282F- LOT 1 CARNEY ACRES Geo Parcel ID: **8024-36-377-001**
AND

PARCEL F BEG 50F E OF S 1/4 COR OF SEC THN N 1321.25F E 262.8F SW
289.09F S 1083F W 100F TO POB S 1/2 SE 1/4 LESS .092A RD SEC 36-80-24
Geo Parcel ID: **8024-36-400-013**

AND

LT 2 CARNEY INDUSTRIAL PLAT 2 Geo Parcel ID: **8024-36-400-032**

AND

LT 1 CARNEY INDUSTRIAL PLAT 2 Geo Parcel ID: **8024-36-400-033**

AND

PARCEL A BK 10158 PG 677 BEG NW COR THN S 490.57F ALNG W LN TO
ROW LN SE RIO CT SLY 97.7F TO SW CORE 122.47F ALNG S LN N 571.18F
TO N LN W 157.02F TO POB LT 5 CARNEY INDUSTRIAL PLAT 1 Geo Parcel
ID: **8024-36-400-028**

AND

EX PARCEL A BK 10158 PG 677- & -EX PARCEL B BK 15488 PG 862- LT 5
CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-039**

AND

PARCEL B BK 15488 PG 862 BEG SW COR LT 5 AKA SW COR PARCEL A THN E 122.48F TO SE COR PARCEL A THNN 411F E 305F S 418F W 431.12F TO W LN LT 4 THNNELY 7.89F TO POB LTS 4 & 5 CARNEY INDUSTRIAL PLAT

Geo Parcel ID: **8024-36-400-040**

AND

EX PARCEL B BK 15488 PG 862- LOTS 3 & 4 CARNEY INDUSTRIAL PLAT 1

Geo Parcel ID: **8024-36-400-041**

And

EX E 20F- LOT 1 LAKEVILLE REALTY PLAT 1

Geo Parcel ID: **8024-36-400-037**

And

EX BEG NE COR THN S 614.88F SWLY 47.02F W 24.98F NELY 54.86F N 609.96F E 20F TO POB- LOT 1 CIRCUIT CITY PLAT 1 Geo Parcel ID: **8024-36-400-034**

And

LOT 1 CHICAGO TUBE AND IRON PLAT 1 Geo Parcel ID: **8024-36-400-010**

And

S 298.23F MEAS PERPENDICULAR TO S LN LT 1 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-027**

And

EX S 298.23F MEAS PERPENDICULAR TO S LN- LT 1 & S 148.5F LT 2 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-031**

And

-EX S 148.5F MEAS PERPENDICULAR TO S LN- LOT 2 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-030**

And

PARCEL K BEG 1320.3F S & 420.66F W OF NE COR THN SW 1224.22F N 865.78F E 879.65F TO POB SW 1/4 SEC 31-80-23 Geo Parcel ID: **8023-31-300-008**

And

BEG 1320.3F S & 267.93F W OF NE COR THN SW 1436.78F N 150.32F NE 1224.22F TO S LN METRO NORTH E 152.73F TO POB SE 1/4 SW 1/4 LESS .05A RD SEC 31-80-23

Geo Parcel ID: **8023-31-300-022**

And

EX PARCEL K BEG 1320.3F S & 420.66F W OF NE COR SW 1/4 THN SW 1224.22F N 865.78F E 879.65F TO POB- & -EX BEG 1320.3F S & 267.93F W OF NE COR THN SW 1436.78F N 150.32F NE 1224.22F TO S LN METRO NORTH E 152.73F TO POB- E 1300.18F LYG E OF I-35 SE 1/4 SW 1/4 LESS RD SEC 31-80-23

Geo Parcel ID: **8023-31-300-023**

And

That part of SE Delaware Ave right-of-way within Section 36, Township 80 North, Range 24 West of the 5th P.M.

**Property Removed from Amendment No. 3 (06) Subarea by
Amendment No. 8**

LOT 2 SAMS CLUB SUBDIVISION Geo Parcel ID: **8023-31-351-001**

And

LOT 1 SAMS CLUB SUBDIVISION Geo Parcel ID: **8023-31-351-002**

And

EX SAMS CLUB SUBDIVISION- & -EX BEG NW COR PARCEL M BOOK 10622 PAGE 478 THN E 50F ALNG N LN PARCEL M S 245.74F TO PT ON WLY LN PARCEL M W

50.01F N 244.32F TO POB- PARCEL M BOOK 10622 PAGE 478 COM SW COR SEC 31 THN N 642F ALNG W LN TO BEG THN N 244.32F TO SW COR PARCEL L BOOK 8797 PAGE 822 E 1302.23F ALNG S LN PARCEL L TO SE COR PARCEL L S 363.63F ALNG WLY ROW INTST HWY 35 SE 161.51F W 1008.86F N 270.15F NW 322.5F TO POB SW

1/4 SW FRL 1/4 SEC 31-80-23 Geo Parcel ID: **8023-31-300-024**

And

EX W 50.02F- W 322.5F N 270.15F S 642F SW FRL 1/4 SEC 31-80-23

Geo Parcel ID: **8023-31-300-020**

And

EX BEG SW COR THN N 372.53F E 50.01F S 371.13F W50F TO POB- PARCEL N BOOK 10622 PAGE 478 BEG SW COR THN N 371.85F ELY 1331.36F TO WLY ROW LN INTST HWY 35 SELY 363.66F TO NE COR PARCEL K BOOK 8651 PAGE 594 W 1342.64F ALNG N LN PARCEL K TO POB SW 1/4 SW FRL 1/4 SEC 31-80-23

Geo Parcel ID: **8023-31-300-021**

And

That part of SE Delaware Ave right-of-way within in Section 31, Township 80 North, Range 23 West of the 5th P.M.

**Property Removed from Amendment No. 3 (08) Subarea by
Amendment No. 8**

West Side of I-35

LOT 1 FRIENDLY HILLS Geo Parcel ID: **7924-01-200-003**

And

LOTS 2 & 3 FRIENDLY HILLS Geo Parcel ID: **7924-01-200-002**

And

EX W 50F - & -EX N 40F RD EASM- NE 1/4 LYING W OF FRIENDLY HILLS SEC 1-79-24 Geo Parcel ID: **7924-01-200-008**

And

LOT 1 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 Geo Parcel ID: **7924-01-200-012**

And

LOT 2 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 Geo Parcel ID:
7924-01-251-001

And

LOT 1 CORPORATE WOODS INDUSTRIAL PARK PLAT 1 Geo Parcel ID:
7924-01-200-011

And

THAT PART NE FRL 1/4 LYING S OF FRIENDLY HILLS & LYING S OF
CHAPMAN BROTHERS FARM PLAT 1 & LYING NE OF PARCEL "H" BK
15388 PG 273 & LYING NE OF CORPORATE WOODS INDUSTRIAL PARK
PLAT 1 LESS RD SEC 1-79-24

Geo Parcel ID: **7924-01-200-010**

And

PARCEL K BK 8651 PG 594 BEG NW COR THN E1342.64F TO W ROW LN I-
35 S 422.26F W 1339.52F TO W LN N 422.26F TO POB NW FRL 1/4 LESS .48A
RD EAS SEC 6-79-23 Geo Parcel ID: **7923-06-100-011**

And

EX BEG 1330.82F E OF NW COR THN E 8.61F TO WLY ROW LN INTER I-
35 S 126.38F SLY 407.56F TO SE COR W 42.03F NE 535.11F TO POB-
PARCEL J BOOK 8651 PG

594 BEG 422.26F S OF NW COR THN E 1339.52F TO WLY ROW LN I-35
S126.59F SLY 407.62F W 963.8F N 310.15F W 370F TO W LN N 219.31F TO
POB NW FRL 1/4 LESS .25A RD EAS SEC 6-79-23 Geo Parcel ID: **7923-06-100-
013**

And

EX W 50F- S 310F N 951.7F W 370F NW 1/4 NW FRL 1/4 SEC 6-79-23

Geo Parcel ID: **7923-06-100-002**

And

EX COM NW COR OF SEC THN S 1611.35F ALNG W LN E 1109.48F TO POB
THN NE 440.32F NE 249.82F E 42.03F TO PRESENT WLY ROW LN I-35 S
403.31F ALNG WLY ROW LN SWLY 258.55F W 182.38F TO POB- & -EX W
50F- N 1/2 W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW
FRL 1/4 SEC 6-79-23 SEC 6-79-23

Geo Parcel ID: **7923-06-100-016**

And

N 8 RDS W 20 RDS OF S 19.98 A W 31 A S 62.99 A LESS RD -EX S 1 A RD-
NW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-100-005**

And

EX W OF LN BEG 454.78F N & 112.46F ELY OF SW COR THN S 149.8F TO
S LN- N 132F E 133.4F W 463.4F & S 150F N 282F W 463.4F S 19.98A W 31A
S 62.99A NW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-100-017**

And

BEG 304.98F N & 50F E OF SW COR THN E 414.01F N 281.8F E 232.16F SW
208.06F S 286.9F SW 567.25F N 226.42F TO POB SW 1/4 NW FRL 1/4 SEC 6-
79-23

Geo Parcel ID: **7923-06-100-024**

And

BEG 292.56F S & 50F E OF W 1/4 CORNER OF SEC 6-79-23 THN E 143.6F S 90F W 143.6F N 90F TO POB SW 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-019**

And

LOT 1 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-001**

And

LOT 2 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-002**

And

LOT 3 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-003**

And

LOT 4 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-004**

And

LOT 11 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-001**

And

LOT 10 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-002**

And

LOT 9 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-003**

And

LOT 8 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-351-001**

And

LOT 7 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-351-002**

And

That part of SE Delaware Ave right-of-way within Section 1, Township 79 North, Range 24 West.

And

All right-of-way within in Section 6, Township 79 North, Range 23 West lying West of Interstate 35 Centerline.

East Side of I-35

W 3101.85F MEAS ON S LN N 912.37F N 1/4 LYG E OF I-35 SEC 6-79-23 Geo Parcel ID: **7923-06-200-019**

And

BEG 540.15F W OF NE COR THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-017**

And

EX BEG 540.15F W OF NE COR OF SEC THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB & W 3101.85F MEAS ON S LN & S & E OF LN BEG 77.01F S OF NE COR THN W 46.29F SELY 529.29F TO PT ON E LN 603.52F S OF NE COR- N 912.37F E OF I-35 N 1/4 LESS 2.47A RD SEC 6-79-23 Geo Parcel ID: **7923-06-200-018**

And

EX COM SW COR THN E 1246.93F NE 970.08F E 138.28F TO BEG THN NE 144.42F NELY 1245.44F N 999.71F NE 15.32F SE 735.22F S 1010.13F S 338.1F SE 318.65F W 228.11F TO POB- BEG 572.26F N OF CNTR OF SEC THN N 415.28F W 1354.98F NLY 1024.7F TO N LN E 1991.85F S 1462.98F W 735.15F TO POB N 1/2 SEC 6-79-23

Geo Parcel ID: **7923-06-100-018**

And

BEG 572.26F N & 735.15F E OF SW COR THN N 1462.98F E 1110F S 1493.02F W 1110.45F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-006**

And

PARCEL L BK 8716 PG 84 BEG 560.01F N & 548.49F W OF E 1/4 COR OF SEC THN W 250.14F N 1493.02F E 249.55F S 1499.83F TO POB NE 1/4 SEC 6-79-23

Geo Parcel ID: **7923-06-200-011**

And

OUTLOT X CORPORATE WOODS BUSINESS PARK PLAT 2

Geo Parcel ID: **7923-06-176-001**

And

PARCEL B BOOK 12441 PAGE 542 OUTLOT W CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-177-001**

And

LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 2 Geo Parcel ID: **7923-06-176-002**

And

OL Z CORPORATE WOODS BUSINESS PARK PLAT 3 Geo Parcel ID: **7923-06-177-002**

And

LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-100-023**

And

PAR C 8629-415 BEG 606.31F E OF CENTER OF SECTION 6 THN N 569.44F E 229.97F S 568.44F W 230.09F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-014**

And

BEG 800.48F W OF SE COR THN N 563.75F W 1010.41F S 568.43F TO S LN E TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-009**

And

PAR B 8629-414 BEG 550.3F W OF E 1/4 COR SECTION 6 THN W 250.07F N 563.79F E 250.14F S 562.59F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-015**

And

EX PAR B BK 8629 PG 414 BEING THE W 250.07F ON S LN & W 250.14F ON N LN- BEG SE COR THN W 800.48F N 563.75F E 798.65F S 560.1F TO POB NE 1/4 LESS

.84A RD SEC 6-79-23 Geo Parcel ID: **7923-06-200-016**

And

PAR E 8629-417 BEG 606.31F E OF CENTER OF SECTION 6 THN E 230.09F S 194.88F E 1010.21F N 194.97F E 250.07F S 373.99F SWLY ALONG N LN RR ROW 1552.98F

N 822.47F TO POB SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-016**

And

BEG 800.48F W OF NE COR THN S 195F W 1010.29F N 195F E TO POB SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-001**

And

EX E 60F RD EAS- & -EX W OF LN BEG 550.3F W OF E 1/4 CORNER SECTION 6 THN S 373.99F TO N LN RR ROW- SE 1/4 LYG N OF RR ROW SEC 6-79-23

Geo Parcel ID: **7923-06-400-017**

And

PARCEL G BK 8854 PG 242 BEG 1327.15F E & 779.03F N OF S 1/4 COR SEC 6 THN N 541.67F W 761.81F NE 310.09F N 19.97F TO S LN RR ROW NELY ALNG RR ROW 358.13F NW 50F NELY 523.7F NE 696.57F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 RR ROW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-019**

And

PRT PAR I BK 8629 PG 421 LYG NE OF CORPORATE WOODS DR SW 1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-028**

And

EX PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR SECTION 6 THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR ROW 912.86F NW 50F NELY

1220.27F S 501.35F SE 876.36F W 904.99F TO POB- NW 1/4 SE1/4 LYG S OF RR ROW & -EX E 60F RD EAS- & -EX PAR A N 334.38F S 540.54F E 316.23F SE 1/4-

& -EX S 206.16F E 316.23F SE 1/4- & -EX BEG SE COR THN W TO SW COR N 430F SE 1010F TO PT 385F N OF S LN THN S TO PT 314.5F W & 240F N OF SE COR E

314.5F S240F TO POB- E 1/2 SE 1/4 LYG SE OF RR ROW SEC 6-79-23

Geo Parcel ID: **7923-06-400-020**

And

BEG 202.7F N OF SE COR THN NWLY 771.51F NW 37.31F E TO E LN S TO POB SW 1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-026**

And

EX S 240F E 316.23F- & -EX PAR A BK 7359 PG 636-& -EX BEG 316.33F W SE COR THN W 1010.88F N202.7F SELY ALNG CUR 603.59F E 440.6F S TO

POB-BEG 316.23F E OF SE COR THN W TO SW COR N 430FSELY 1010F TO PT 385F N OF S LN THN S TO POB SE

1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-027**

And

PARCEL A N334.38F S540.54F E316.23F SE 1/4 LESS .46A RD EAS SEC 6-79-23

Geo Parcel ID: **7923-06-400-012**

And

EX S 33F & E60F RD EAS- S 206.16F E 316.23F SE 1/4 SE 1/4 SEC 6-79-23

Geo Parcel ID: **7923-06-400-006**

And

LOT 1 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 Geo Parcel ID: **7923-05-351-003**

And

OUTLOT Z 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 Geo Parcel ID: **7923-05-351-004**

And

OUTLOT X SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-300-022**

And

OUTLOT Z SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-300-023**

And

OUTLOT Y SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-300-024**

And

EX COM SW COR OF SEC THN E 1041.8F ALNG S LN N55F TO N ROW LN NE 62ND AV & POB THN NE 623.25F NE 651.55F ALNG EXISTING ROW LN I-35 E 197.44F SW

423.04F SW 888.62F TO N ROW LN NE 62ND AV W TO POB- BEG 1033.1F E & 55.7F N OF SW COR OF SEC THN E 624F NE 394.1F NELY 355.7F N 773.6F W 1001.6F SW 1275.2F TO POB SW 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-017**

And

N 1/2 NW FRL 1/4 LYG BET RY ROW & I-35 & S OF NE 62ND AVE SEC 7-79-23

Geo Parcel ID: **7923-07-100-005**

And

EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY LESS RD SEC 6-79-23 Geo Parcel ID: **7923-06-300-008**

And

BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB SW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-009**

And

E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23 Geo Parcel ID: **7923-06-300-010**

And

EX PARCEL I BK 8629 PG 421 BEG 1327.15F E & 779.03F N OF S 1/4 COR SEC 6 THN W 845.01F NE 566.28F E 761.81F S 541.67F TO POB- SW 1/4 SE 1/4 LYING SW OF CORPORATE WOODS DR LESS RY & RD SEC 6-79-23
Geo Parcel ID: **7923-06-400-025**

And

EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W 500.63F TO POB- NW FRL 1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/2 LESS RD SEC 7-79-23
Geo Parcel ID: **7923-07-100-008**

And

N 1/2 NE 1/4 LYING W OF SE CROSSWINDS DR LESS RD SEC 7-79-23
Geo Parcel ID: **7923-07-200-006**

And

EX COM NE COR SEC 7 THN W ALNG N LN 478.64F S 50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN E 34.45F TO POB- & EX E 478.5F- N 1/2 NE 1/4 LYG E OF SE CROSSWINDS DR LESS RD SEC 7-79-23 Geo Parcel ID: **7923-07-200-009**

And

PARCEL I COM NE COR SEC 7 THN W ALNG N LN 478.64F S 50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN E 34.45F TO POB NE 1/4 NE 1/4 SEC 7-79-23 Geo Parcel ID: **7923-07-200-010**

And

EX S 240F NLY 1154.12F E 110F- E 478.5F N 1/2 NE 1/4 LESS RD SEC 7-79-23
Geo Parcel ID: **7923-07-200-005**

And

S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23 Geo Parcel ID: **7923-07-100-009**

And

NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23 Geo Parcel ID: **7923-07-300-011**

And

E 1/2 S 1/2 SW 1/4 LESS 1 A RD & LESS 8.1 A INTST=35 SEC 7-79-23
Geo Parcel ID: **7923-07-300-006**

And

S & W OF LN COM E 1/4 COR SEC 7 THN S 171.2F S 247.89F TO BEG THN W 60F TO EXISTING W RD ROW LN N 25.89F NW 70.6F WLY 7.42F ALNG CRV W 571.89F NW 285.63F W 427.09F WLY 121.83F ALNG CRV SW 61.24F SLY 19.46F ALNG CRV SE 10F SW 81.04F NLY 32.77F ALNG CRV NW 64.1F WLY 19.04F ALNG CRV WLY 9.81F ALNG CRV NW 80.5F ELY 31.24F ALNG CRV NE 64.35F NLY 17.66F ALNG CRV NW 1298.41F NLY 263.87F ALNG CRV TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC 7-79-23 Geo Parcel ID: **7923-07-400-004**

And

N & E OF A LN COM E 1/4 COR SEC 7 THN S 171.2F TO BEG THN W 60F TO EXISTING W RD ROW LN SW 65.78F SWLY 91.26F ALNG CRV WLY 1216.29F SWLY 103.8F

ALNG CRV SWLY 7.44F ALNG CRV NW 67.92F NWLY 92.33F ALNG CRV NW 1220.48F NELY 250.75F ALNG CRV TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC 7-79-23 Geo Parcel ID: **7923-07-200-008**

And

SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23 Geo Parcel ID: **7923-07-400-002**

And

NW 1/4 NE 1/4 & N 1/2 NW 1/4 LYNG E INTST LESS RD SEC 18-79-23

Geo Parcel ID: **7923-18-200-001**

And

THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4 NW 1/4 SEC 8-79-23 LOT 1 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-101-001**

And

EX THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4 NW 1/4 SEC 8-79-23- LOT 1 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-101-002**

And

LOT 2 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-001**

And

LOT 4 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-002**

And

OUTLOT X NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-004**

And

OUTLOT Y NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-005**

And

All right-of-way within in Section 6, Township 79 North, Range 23 West lying East of Interstate 35 centerline

And

That part of the Northeast ¼ of the Northeast ¼ of Section 7, Township 79 North, Range 23 West described as a triangular piece beginning 149.47 feet south and 60 west of the northeast corner, thence 143.85 feet northwesterly to a point that is 50 feet south of the north line, thence east to a point that is 60 feet west of the east line, thence south to the point of beginning.

Property Removed from Amendment No. 5 Subarea by Amendment No. 8

SE 1/4 SE 1/4 LESS 2.44A RD SEC 7-79-23 Geo Parcel ID: **7923-07-400-003**

And

EX COM W 1/4 COR OF SEC THN E 1246.93F ALNG S LN TO CONSTRUCTION CNT LN I-35 NE 596.6F NW 137F TO WLY ROW LN I-35 TO POB THN W 500.78F NELY 776.84F

E 182.38F TO WLY ROW LN I-35 SW 666.44F TO POB- S 1/2 OF FOLLOWING
PARCEL W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW FRL
1/4 LESS

RD SEC 6-79-23 Geo Parcel ID: **7923-06-100-015**

Right of Way added by Amendment No. 8

All of SE Delaware Avenue right-of-way lying South of the North line of Lakeville Realty Plat 1 extended Easterly to the Easterly right of way line of SE Delaware Avenue as it currently exists and lying North of the South line of Section 1, Township 79 North, Range 24 West and the South line of Section 6, Township 79 North, Range 23 West.

And

SE Corporate Woods Drive right-of-way lying west of the easterly right-of-way line of SE Convenience Blvd extended southwesterly to the South right-of-way line of SE Corporate Woods Drive as it currently exists

And

All of SE Convenience Blvd right-of-way

And

The west half of NE 29th Street within Section 6, Township 79 North, Range 23 West lying North of the South line of the Union Pacific Railroad right-of-way.

And

SE Four Mile Drive right-of-way lying South of the South line of the Union Pacific Railroad right-of-way in Section 6, Township 79 North, Range 23 West and lying North of the South line of Old Dominion Freight Line Plat 1 extended westerly to the West right-of-way line of SE Four Mile Drive as it currently exists.

And

SE Four Mile Drive right-of-way lying south of the North right-of-way line of SE Northstar Drive extended westerly to the west right-of-way line of SE Four Mile Drive and lying North of the south line of Northstar Power Plat 1 extended westerly to the west right-of-way line of SE Four Mile Drive.

And

The west half of NE 29th Street/SE Four Mile Drive lying south of the south line of Northstar Power Play 1 extended westerly to the west right of way line of NE 29th Street and lying north of the South right-of-way line of SE 77th Street extended easterly to the centerline of NE 29th Street/SE Four Mile Drive.

And

That part of the SE 72nd Street right-of-way that lies between the westerly and easterly right-of-way lines of SE Moyer Drive extended southerly to the south right-of-way line of SE 72nd Street.

AMENDMENT NO. 9 AREA

Property Added to Amendment No. 9 Subarea

LT 2 CARNEY INDUSTRIAL PLAT 2 Geo Parcel ID: **8024-36-400-032**

and
 LT 1 CARNEY INDUSTRIAL PLAT 2 **Geo Parcel ID: 8024-36-400-033**
 and
 S 298.23F MEAS PERPENDICULAR TO S LN LT 1 CARNEY INDUSTRIAL
 PLAT 1
Geo Parcel ID: 8024-36-400-027
 and
 EX S 298.23F MEAS PERPENDICULAR TO S LN- LT 1 & S 148.5F LT 2
 CARNEY INDUSTRIAL PLAT 1 **Geo Parcel ID: 8024-36-400-031**
 and
 EX S 148.5F MEAS PERPENDICULAR TO S LN- LOT 2 CARNEY
 INDUSTRIAL PLAT 1
Geo Parcel ID: 8024-36-400-030
 and
 PARCEL A BK 10158 PG 677 BEG NW COR THN S 490.57F ALNG W LN TO
 ROW LN SE RIO CT SLY 97.7F TO SW COR E 122.47F ALNG S LN N 571.18F
 TO N LN W 157.02F TO POB LT 5 CARNEY INDUSTRIAL PLAT 1 **Geo Parcel**
ID: 8024-36-400-028
 and
 EX PARCEL A BK 10158 PG 677- & -EX PARCEL B BK 15488 PG 862- LT 5
 CARNEY INDUSTRIAL PLAT 1 **Geo Parcel ID: 8024-36-400-039**
 and
 PARCEL B BK 15488 PG 862 BEG SW COR LT 5 AKA SW COR PARCEL A
 THN E 122.48F TO SE COR PARCEL A THN N 411F E 305F S 418F W 431.12F
 TO W LN LT 4 THN NELY 7.89F TO POB LTS 4 & 5 CARNEY INDUSTRIAL
 PLAT **Geo Parcel ID: 8024-36-400-040**
 and
 EX PARCEL B BK 15488 PG 862- LOTS 3 & 4 CARNEY INDUSTRIAL PLAT
 1
Geo Parcel ID: 8024-36-400-041
 and
 LOT 1 CHICAGO TUBE AND IRON PLAT 1 **Geo Parcel ID: 8024-36-400-010**
 and
 EX BEG NE COR THN S 614.88F SWLY 47.02F W 24.98F NELY 54.86F N
 609.96F E 20F TO POB- LOT 1 CIRCUIT CITY PLAT 1 **Geo Parcel ID: 8024-**
36-400-034
 and
 EX E 20F- LOT 1 LAKEVILLE REALTY PLAT 1 **Geo Parcel ID: 8024-36-400-**
037
 and
 EX W 50F - & -EX N 40F RD EASM- NE 1/4 LYING W OF FRIENDLY HILLS
 SEC 1-79-24
Geo Parcel ID: 7924-01-200-008
 and
 LOTS 2 & 3 FRIENDLY HILLS **Geo Parcel ID: 7924-01-200-002**
 and

LOT 1 FRIENDLY HILLS **Geo Parcel ID: 7924-01-200-003**

and

LOT 1 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 **Geo Parcel ID: 7924-01-200-012**

and

THAT PART NE FRL 1/4 LYING S OF FRIENDLY HILLS & LYING S OF CHAPMAN BROTHERS FARM PLAT 1 & LYING NE OF PARCEL "H" BK 15388 PG 273 & LYING NE OF CORPORATE WOODS INDUSTRIAL PARK PLAT 1 LESS RD SEC 1-79-24 **Geo Parcel ID: 7924-01-200-010**

and

LOT 2 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 **Geo Parcel ID: 7924-01-251-001**

and

LOT 2 SAMS CLUB SUBDIVISION **Geo Parcel ID: 8023-31-351-001**

and

LOT 1 SAMS CLUB SUBDIVISION **Geo Parcel ID: 8023-31-351-002**

and

EX W 50.02F- W 322.5F N 270.15F S 642F SW FRL 1/4 SEC 31-80-23

Geo Parcel ID: 8023-31-300-020

and

EX SAMS CLUB SUBDIVISION- & -EX BEG NW COR PARCEL M BOOK 10622 PAGE 478 THN E 50F ALNG N LN PARCEL M S 245.74F TO PT ON WLY LN PARCEL M W 50.01F N 244.32F TO POB- PARCEL M BOOK 10622 PAGE 478 COM SW COR SEC 31 THN N 642F ALNG W LN TO BEG THN N 244.32F TO SW COR PARCEL L BOOK 8797 PAGE 822 E 1302.23F ALNG S LN PARCEL L TO SE COR PARCEL L S 363.63F ALNG WLY ROW INTST HWY 35 SE 161.51F W 1008.86F N 270.15F NW 322.5F TO POB SW 1/4 SW FRL 1/4 SEC 31-80-23

Geo Parcel ID: 8023-31-300-024

and

EX BEG SW COR THN N 372.53F E 50.01F S 371.13F W 50F TO POB- PARCEL N BOOK 10622 PAGE 478 BEG SW COR THN N 371.85F ELY 1331.36F TO WLY ROW LN INTST HWY 35 SELY 363.66F TO NE COR PARCEL K BOOK 8651 PAGE 594 W 1342.64F ALNG N LN PARCEL K TO POB SW 1/4 SW FRL 1/4 SEC 31-80-23 **Geo Parcel ID: 8023-31-300-021**

and

PARCEL K BK 8651 PG 594 BEG NW COR THN E1342.64F TO W ROW LN I-35 S 422.26F W 1339.52F TO W LN N 422.26F TO POB NW FRL 1/4 LESS .48A RD EAS SEC 6-79-23

Geo Parcel ID: 7923-06-100-011

and

EX BEG 1330.82F E OF NW COR THN E 8.61F TO WLY ROW LN INTER I-35 S 126.38F SLY 407.56F TO SE COR W 42.03F NE 535.11F TO POB- PARCEL J BOOK 8651 PG 594 BEG 422.26F S OF NW COR THN E 1339.52F TO WLY ROW LN I-35 S126.59F SLY 407.62F W 963.8F N 310.15F W 370F TO W LN N 219.31F TO POB NW FRL 1/4 LESS .25A RD EAS SEC 6-79-23

Geo Parcel ID: 7923-06-100-013

and

EX W 50F- S 310F N 951.7F W 370F NW 1/4 NW FRL 1/4 SEC 6-79-23

Geo Parcel ID: 7923-06-100-002

and

EX COM NW COR OF SEC THN S 1611.35F ALNG W LN E 1109.48F TO POB THN NE 440.32F NE 249.82F E 42.03F TO PRESENT WLY ROW LN I-35 S 403.31F ALNG WLY ROW LN SWLY 258.55F W 182.38F TO POB- & -EX W 50F- N 1/2 W 32.94A S 62.94A N 125.88A & N 11.02A

W 31A S 62.99A NW FRL 1/4 SEC 6-79-23 SEC 6-79-23 **Geo Parcel ID: 7923-06-100-016**

and

EX COM W 1/4 COR OF SEC THN E 1246.93F ALNG S LN TO CONSTRUCTION CNT LN I-35 NE 596.6F NW 137F TO WLY ROW LN I-35 TO POB THN W 500.78F NELY 776.84F E 182.38F TO WLY ROW LN I-35 SW 666.44F TO POB- S 1/2 OF FOLLOWING PARCEL W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW FRL 1/4 LESS RD SEC 6-79-23

Geo Parcel ID: 7923-06-100-015

and

N 8 RDS W 20 RDS OF S 19.98 A W 31 A S 62.99 A LESS RD -EX S 1 A RD- NW FRL 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-100-005**

and

COM SW COR THN N 454.78F E 50F TO E ROW LN SE DELAWARE AV & POB THN E 62.46F S 149.8F W 62.46F TO E ROW LN N 149.8F TO POB RD EAS SW 1/4 NW FRL 1/4 SEC 6-79-23

Geo Parcel ID: 7923-06-610-007

and

EX W OF LN BEG 454.78F N & 112.46F ELY OF SW COR THN S 149.8F TO S LN- N 132F E 133.4F W 463.4F & S 150F N 282F W 463.4F S 19.98A W 31A S 62.99A NW FRL 1/4 SEC 6-79-23

Geo Parcel ID: 7923-06-100-017

and

BEG 304.98F N & 50F E OF SW COR THN E 414.01F N 281.8F E 232.16F SW 208.06F S 286.9F SW 567.25F N 226.42F TO POB SW 1/4 NW FRL 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-100-024**

and

BEG 292.56F S & 50F E OF W 1/4 CORNER OF SEC 6-79-23 THN E 143.6F S 90F W 143.6F N 90F TO POB SW 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-300-019**

and

LOT 1 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-301-001**

and

LOT 2 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-301-002**

and

LOT 3 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-301-003**
 and
 LOT 5 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-351-003**
 and
 LOT 6 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-351-004**
 and
 LOT 8 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-351-001**
 and
 LOT 9 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-302-003**
 and
 LOT 10 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-302-002**
 and
 LOT 11 CORPORATE WOODS POINTE PLAT 1 **Geo Parcel ID: 7923-06-302-001**
 and
 PARCEL K BEG 1320.3F S & 420.66F W OF NE COR THN SW 1224.22F N 865.78F E 879.65F TO POB SW 1/4 SEC 31-80-23 **Geo Parcel ID: 8023-31-300-008**
 and
 BEG 1320.3F S & 267.93F W OF NE COR THN SW 1436.78F N 150.32F NE 1224.22F TO S LN METRO NORTH E 152.73F TO POB SE 1/4 SW 1/4 LESS .05A RD SEC 31-80-23
Geo Parcel ID: 8023-31-300-022
 and
 EX PARCEL K BEG 1320.3F S & 420.66F W OF NE COR SW 1/4 THN SW 1224.22F N 865.78F E 879.65F TO POB- & -EX BEG 1320.3F S & 267.93F W OF NE COR THN SW 1436.78F N 150.32F NE 1224.22F TO S LN METRO NORTH E 152.73F TO POB- E 1300.18F LYG E OF I-35 SE 1/4 SW 1/4 LESS RD SEC 31-80-23 **Geo Parcel ID: 8023-31-300-023**
 and
 W 3101.85F MEAS ON S LN N 912.37F N 1/4 LYG E OF I-35 SEC 6-79-23
Geo Parcel ID: 7923-06-200-019
 and
 EX COM SW COR THN E 1246.93F NE 970.08F E 138.28F TO BEG THN NE 144.42F NELY 1245.44F N 999.71F NE 15.32F SE 735.22F S 1010.13F S 338.1F SE 318.65F W 228.11F TO POB- BEG 572.26F N OF CNTR OF SEC THN N 415.28F W 1354.98F NLY 1024.7F TO N LN E 1991.85F S 1462.98F W 735.15F TO POB N 1/2 SEC 6-79-23 **Geo Parcel ID: 7923-06-100-018**
 and

BEG 572.26F N & 735.15F E OF SW COR THN N 1462.98F E 1110F S 1493.02F W 1110.45F TO POB NE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-200-006**
and
BEG 800.48F W OF SE COR THN N 563.75F W 1010.41F S 568.43F TO S LN E TO POB NE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-200-009**
and
PAR C 8629-415 BEG 606.31F E OF CENTER OF SECTION 6 THN N 569.44F E 229.97F S 568.44F W 230.09F TO POB NE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-200-014**
and
BEG 800.48F W OF NE COR THN S 195F W 1010.29F N 195F E TO POB SE 1/4 SEC 6-79-23
Geo Parcel ID: 7923-06-400-001
and
PAR E 8629-417 BEG 606.31F E OF CENTER OF SECTION 6 THN E 230.09F S 194.88F E 1010.21F N 194.97F E 250.07F S 373.99F SWLY ALONG N LN RR ROW 1552.98F N 822.47F TO POB SE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-400-016**
and
OL Z CORPORATE WOODS BUSINESS PARK PLAT 3 **Geo Parcel ID: 7923-06-177-002**
and
PARCEL B BOOK 12441 PAGE 542 OUTLOT W CORPORATE WOODS BUSINESS PARK PLAT 1 **Geo Parcel ID: 7923-06-177-001**
and
OUTLOT X CORPORATE WOODS BUSINESS PARK PLAT 2 **Geo Parcel ID: 7923-06-176-001**
and
LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 2 **Geo Parcel ID: 7923-06-176-002**
and
LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 1 **Geo Parcel ID: 7923-06-100-023**
and
OUTLOT X SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 **Geo Parcel ID: 7923-06-300-022**
and
OUTLOT Y SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 **Geo Parcel ID: 7923-06-300-024**
and
OUTLOT Z SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1
Geo Parcel ID: 7923-06-300-023
and
EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY LESS RD SEC 6-79-23 **Geo Parcel ID: 7923-06-300-008**

and
 BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB
 SW FRL 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-300-009**

and
 E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23 **Geo Parcel ID: 7923-06-300-010**

and
 EX PARCEL I BK 8629 PG 421 BEG 1327.15F E & 779.03F N OF S 1/4 COR
 SEC 6 THN W 845.01F NE 566.28F E 761.81F S 541.67F TO POB- SW 1/4 SE
 1/4 LYING SW OF CORPORATE WOODS DR LESS RY & RD SEC 6-79-23 **Geo
 Parcel ID: 7923-06-400-025**

and
 PARCEL G BK 8854 PG 242 BEG 1327.15F E & 779.03F N OF S 1/4 COR SEC
 6 THN N 541.67F W 761.81F NE 310.09F N 19.97F TO S LN RR ROW NELY
 ALNG RR ROW 358.13F NW 50F NELY 523.7F NE 696.57F S 501.35F SE
 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 RR ROW 912.86F NW 50F
 NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23
Geo Parcel ID: 7923-06-400-019

and
 EX PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR SECTION 6
 THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR ROW 912.86F
 NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB- NW 1/4
 SE1/4 LYG S OF RR ROW & -EX E 60F RD EAS- & -EX PAR A N 334.38F S
 540.54F E 316.23F SE 1/4- & -EX S 206.16F E 316.23F SE 1/4- & -EX BEG SE
 COR THN W TO SW COR N 430F SE 1010F TO PT 385F N OF S LN THN S
 TO PT 314.5F W & 240F N OF SE COR E 314.5F S240F TO POB- E 1/2 SE 1/4
 LYG SE OF RR ROW SEC 6-79-23
Geo Parcel ID: 7923-06-400-020

and
 PRT PAR I BK 8629 PG 421 LYG NE OF CORPORATE WOODS DR SW 1/4
 SE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-400-028**

and
 EX S 240F E 316.23F- & -EX PAR A BK 7359 PG 636- & -EX BEG 316.33F W
 SE COR THN W 1010.88F N 202.7F SELY ALNG CUR 603.59F E 440.6F S TO
 POB- BEG 316.23F E OF SE COR THN W TO SW COR N 430F SELY 1010F
 TO PT 385F N OF S LN THN S TO POB SE 1/4 SE 1/4 SEC 6-79-23 **Geo Parcel
 ID: 7923-06-400-027**

and
 PARCEL A N334.38F S540.54F E316.23F SE 1/4 LESS .46A RD EAS SEC 6-
 79-23
Geo Parcel ID: 7923-06-400-012

and
 EX S 33F & E60F RD EAS- S 206.16F E 316.23F SE 1/4 SE 1/4 SEC 6-79-23
Geo Parcel ID: 7923-06-400-006

and

BEG 202.7F N OF SE COR THN NWLY 771.51F NW 37.31F E TO E LN S TO POB SW 1/4 SE 1/4 SEC 6-79-23 **Geo Parcel ID: 7923-06-400-026**

and

LOT 1 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 **Geo Parcel ID: 7923-05-351-003**

and

OUTLOT Z 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 **Geo Parcel ID: 7923-05-351-004**

and

THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4 NW 1/4 SEC 8-79-23 LOT 1 NORTHSTAR POWER PLAT 1 **Geo Parcel ID: 7923-08-101-001**

and

-EX THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4 NW 1/4 SEC 8-79-23- LOT 1 NORTHSTAR POWER PLAT 1 **Geo Parcel ID: 7923-08-101-002**

and

LOT 2 NORTHSTAR POWER PLAT 1 **Geo Parcel ID: 7923-08-102-001**

and

LOT 4 NORTHSTAR POWER PLAT 1 **Geo Parcel ID: 7923-08-102-002**

and

EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W500.63F TO POB- NWFR1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/2 LESS RD SEC 7-79-23 **Geo Parcel ID: 7923-07-100-008**

and

N 1/2 NE 1/4 LYING W OF SE CROSSWINDS DR LESS RD SEC 7-79-23 **Geo Parcel ID: 7923-07-200-006**

and

EX COM NE COR SEC 7 THN W ALNG N LN 478.64F S 50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN E 34.45F TO POB- & EX E 478.5F- N 1/2 NE 1/4 LYG E OF SE CROSSWINDS DR LESS RD SEC 7-79-23

Geo Parcel ID: 7923-07-200-009

and

PARCEL I COM NE COR SEC 7 THN W ALNG N LN 478.64F S 50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN E 34.45F TO POB NE 1/4 NE 1/4 SEC 7-79-23 **Geo Parcel ID: 7923-07-200-010**

and

EX S 240F NLY 1154.12F E 110F- E 478.5F N 1/2 NE 1/4 LESS RD SEC 7-79-23

Geo Parcel ID: 7923-07-200-005

and

N & E OF A LN COM E 1/4 COR SEC 7 THN S 171.2F TO BEG THN W 60F TO EXISTING W RD ROW LN SW 65.78F SWLY 91.26F ALNG CRV WLY

1216.29F SWLY 103.8F ALNG CRV SWLY 7.44F ALNG CRV NW 67.92F
NWLY 92.33F ALNG CRV NW 1220.48F NELY 250.75F ALNG CRV
TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC 7-79-23 **Geo Parcel ID:
7923-07-200-008**

and

S & W OF LN COM E 1/4 COR SEC 7 THN S 171.2F S 247.89F TO BEG THN
W 60F TO EXISTING W RD ROW LN N 25.89F NW 70.6F WLY 7.42F ALNG
CRV W 571.89F NW 285.63F W 427.09F WLY 121.83F ALNG CRV SW 61.24F
SLY 19.46F ALNG CRV SE 10F SW 81.04F NLY 32.77F ALNG CRV NW 64.1F
WLY 19.04F ALNG CRV WLY 9.81F ALNG CRV NW 80.5F ELY 31.24F
ALNG CRV NE 64.35F NLY 17.66F ALNG CRV NW 1298.41F NLY 263.87F
ALNG CRV TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC 7-79-23 **Geo
Parcel ID: 7923-07-400-004**

and

S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23 **Geo Parcel ID: 7923-07-100-009**

and

NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23 **Geo Parcel ID: 7923-07-300-011**

And

SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23 **Geo Parcel ID: 7923-07-400-002**

Right of Way added by Amendment No. 9

SE Corporate Woods Drive right-of-way lying east of the easterly right-of-way line of SE Convenience Blvd extended southwesterly to the South right-of-way line of SE Corporate Woods Drive and lying north of the northerly right-of-way line of SE 72nd St.

AND

SE 72nd Street right-of-way lying east of the easterly right-of-way line of Interstate 35 and lying west of the westerly right-of-way line of SE Moyer Drive extended southerly to the south right-of-way line of SE 72nd Street.

AND

SE Four Mile Drive right-of-way lying south of the south line of Old Dominion Freight Line Plat 1 extended westerly to the west right-of-way line of SE Four Mile Drive and lying north of the north right-of-way line of SE Northstar Drive extended westerly to the west right of way line of SE Four Mile Drive.

AND

All of railroad right-of-way lying within Section 6, Township 79 North, Range 23 West.

AND

Railroad right-of-way lying easterly of centerline of Interstate 35 within Section 7, Township 79 N, Range 23 West.

AMENDMENT NO. 10 AREA

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 79 North, Range 23 West of the 5th P.M., in and forming a part of the City of Ankeny, Polk County, Iowa.

Approx. 37.56 acres

SILVER LAND COMPANY LC

6152 NE 46TH ST

ALTOONA, IA 50009-9568

Geo Parcel ID: 7923-07-400-003

AND

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), except the South One Hundred Seventy Five (175) feet of the East Two Hundred Fifty (250) feet of section 18, Township 79, Range 23, Polk County, Iowa.

Approx. 36.44 acres

MYRON STRAIN

5312 NE 29TH ST

ANKENY, IA 50021

Geo Parcel ID: 7923-18-200-002

AMENDMENT NO. 11 AREA

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE SOUTH 297 FEET OF THE WEST 297 FEET OF THE EAST 347 FEET THEREOF AND EXCEPT THAT PART CONVEYED TO POLK COUNTY, IOWA BY QUIT CLAIM DEED IN BOOK 9872, PAGE 581 FILED JUNE 4, 2003 AS AMENDED AND SUBSTITUTED BY QUIT CLAIM DEED IN BOOK 9967, PAGE 474, FILED JULY 9, 2003) IN SECTION 1, TOWNSHIP 79 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS

-and-

COMMENCING AT THE EAST QUARTER CORNER OF SECTION ONE, TOWNSHIP SEVENTY-NINE NORTH, RANGE TWENTY-FOUR WEST OF THE 5TH P.M. POLK COUNTY, IOWA; THENCE N 89°21'18" WEST 1,320.24 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW $\frac{1}{4}$, SE $\frac{1}{4}$) (THE POINT OF BEGINNING); THENCE S 00°00'05" EAST 1,317.53 FEET; THENCE N 00°18'41" WEST 1,317.47 FEET; THENCE N 89°21'18" EAST 6.81 FEET TO THE POINT OF BEGINNING, CONTAINING 4,487 SQUARE FEET, THE NORTH 334 OF WHICH ARE SUBJECT TO A ROAD RIGHT OF WAY

-and-

Approximately the South 30 feet of Lot A in Chapman Brothers Farm Plat 2, an Official Plat in Ankeny, Polk County, Iowa with the intent to include that part of said Lot A that was not previous included within the Urban Renewal Area.

AMENDMENT NO. 12 AREA

The East One Half (E ½) of the South One Half (S ½) of the Southwest Quarter (SW ¼) less 1 acre roadway and less 8.1 acres for Interstate Highway 35, in Section 7, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 13 to the Plan ("Amendment No. 13" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 13 adds the following land to the Urban Renewal Area:

PART OF THE SOUTH ½ OF SECTION 15 AND A PART OF THE NORTH ½ OF SECTION 22 ALL BEING IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CHRISTIAN CHURCH ESTATES, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 AND BEING A POINT ON THE SOUTH LINE OF LOT A OF GOLFVIEW TERRACE PLAT 4, BEING AN OFFICIAL PLAT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 TO THE SOUTHWEST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 AND ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 EXTENDED NORTH TO THE NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND BEING ON THE NORTH LINE OF STREET LOT A OF GOLFVIEW TERRACE PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHWEST CORNER OF LOT A OF LAKEVIEW PLAZA PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH

LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHEAST CORNER OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHWEST CORNER OF LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 4, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 4 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 4 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 2 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 2 AND BEING SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 6, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 6 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 6 AND BEING THE SOUTHWEST CORNER OF LOT 32 OF FRONTIER VILLAGE PLAT 8, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 32 TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF LOT A OF HANDIMART PLAT 1, BEING AN OFFICIAL PLAT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID HANDIMART PLAT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE TO THE EAST LINE OF LOT A; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG SAID EAST LINE OF HANDIMART PLAT 1 TO THE SOUTHEAST CORNER OF SAID LOT A OF HANDIMART PLAT 1 AND BEING THE SOUTHWEST CORNER OF LOT F OF SAID FRONTIER VILLAGE PLAT 8; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT F OF FRONTIER VILLAGE PLAT 8 TO THE INTERSECTION OF THE WEST LINE OF LOTS 64-68 OF WEST LAWN PLACE PLAT 3, BEING AN

OFFICIAL PLAT, EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 EXTENDED NORTH AND ALONG THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 TO THE INTERSECTION OF THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY; THENCE WEST ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY AND BEING ALONG THE NORTH LINE SW 3RD STREET RIGHT-OF-WAY AND BEING ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 6 AND BEING THE SOUTHEAST CORNER OF WESTLAWN PLACE PLAT 7, BEING AN OFFICIAL PLAT; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID WESTLAWN PLACE PLAT 7 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 7; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SAID SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 7 EXTENDED WEST TO THE EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET BEING 33.00 FEET EAST OF THE EAST LINE OF LAKEVIEW PLAZA PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED SOUTHERLY; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH TO THE INTERSECTION OF THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG SAID SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST AND ALONG THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 TO THE SOUTHWEST CORNER OF SAID LAKEVIEW PLAZA PLAT 3 AND BEING THE SOUTHEAST CORNER OF SAID CHRISTIAN CHURCH ESTATES; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG THE SOUTH LINE OF SAID CHRISTIAN CHURCH ESTATES TO THE POINT OF BEGINNING AND CONTAINING 53.66 AC (2,337,259 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 13; and

WHEREAS, by resolution adopted on March 6, 2023, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 13 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 13 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Economic Development Director, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 13 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 13, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 13 concerning the area of the City of Ankeny, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of those families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 13 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan of the City of Ankeny, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan for the City of Ankeny, State of Iowa"; Amendment No. 13, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 13 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 13 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 13 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 13, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 3rd day of April, 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT 1

AMENDMENT NO. 13

to the

1989 ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN

CITY OF ANKENY, IOWA

Original Area Adopted – 1989

Amendment No. 1 – 1994

Amendment No. 2 – 2003

Amendment No. 3 – 2003

Amendment No. 4 – 2005

Amendment No. 5 – 2012

Amendment No. 6 – 2015

Amendment No. 7 – 2017

Amendment No. 8 – 2018

Amendment No. 9 – 2018

Amendment No. 10 – 2019

Amendment No. 11 – 2020

Amendment No. 12 – 2021

Amendment No. 13 – 2023

**TO THE
1989 ANKENY ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN**

CITY OF ANKENY, IOWA

INTRODUCTION

The 1989 Ankeny Economic Development Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the 1989 Ankeny Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1989, and subsequently amended 12 times, is being further amended by this Amendment No. 13 (“Amendment No. 13” or “Amendment”) to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the original 1989 Ankeny Economic Development Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

BASE VALUE

The property included in the original Plan, adopted in 1989, the property added or removed by each prior amendment, and the property added by this Amendment No. 13 each may be referred to as “Subareas” in this Amendment. All Subareas of the Urban Renewal Area are depicted in Exhibit B. The property included in the original Plan, adopted in 1989, is called the “Original Subarea”. The property added by this Amendment is called the “Amendment No. 13 Subarea.” The Subareas make up the total Urban Renewal Area. The City is not intending to place the Amendment No. 13 Subarea into a tax increment financing ordinance. Nothing in this Amendment affects already established frozen base values for any pre-existing Subarea previously placed in a tax increment financing ordinance.

DESCRIPTION OF AREA

The legal description of the property being added to the Urban Renewal Area by this Amendment No. 13 is attached hereto as Exhibit A. A depiction of the Area after this Amendment, including all Subareas, is set out in Exhibit B.

AREA DESIGNATION

The Urban Renewal Area has previously been designated as a mixed-use area for both the promotion of economic development, commercial and industrial development, and blight remediation. That designation is not changed by this Amendment. The property being added by Amendment No. 13 is designated as appropriate for the promotion of economic development – commercial and industrial.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and updated January 17, 2023. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects have been authorized prior to the date of this Amendment, and many are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in prior amendments.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 13)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
SW Oralabor Road and SW State Street intersection improvements and construction of a pedestrian underpass	2023 - 2024	\$5,255,000 – \$10,510,000	Improves traffic flow and pedestrian access and promotes commercial development
SW State Street Reconstruction – SW Ordinance Road to West 1 st Street (SB Lanes)	2023	\$1,825,000 - \$3,650,000	Improves deteriorated pavement conditions through busy commercial and industrial corridor

West 1 st Street widening and improvements – Phase 2	2024 - 2027	\$12,100,000 - \$24,200,000	Improves traffic flow and promotes commercial redevelopment
TOTAL		\$19,180,000 - \$38,360,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$35,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL DATA

1.	July 1, 2022 constitutional debt limit:	\$395,854,796
2.	Current outstanding general obligation debt:	\$110,000,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 13) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will	\$54,680,000 - \$73,860,000 for future projects This total does not include

	consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 13) as described above to be funded by TIF Funds will be approximately as stated in the next column:	financing costs related to debt issuance, which will be incurred over the life of the Area.
--	--	---

REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment No. 13 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, ordinance or any other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The Original 1989 Urban Renewal Area and Plan was adopted in March of 1989 and debt was certified thereafter. The Original Plan contained no sunset and none was required by law at the time of adoption; accordingly, the Original Subarea has no sunset. Amendment No. 1 to the 1989 Urban Renewal Area and Plan was adopted in February of 1994, and debt was certified shortly thereafter. The City self-imposed a sunset date as to the Amendment No. 1 Subarea that was not required by statute. The self-imposed sunset was June 30, 2004 and effective "thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, 1993, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance the Urban Renewal Project". The City has certified for incremental taxes continuously since Amendment No. 1 was adopted in order to pay for loans, monies advanced or indebtedness incurred by the City so the Amendment No. 1 self-imposed sunset has not expired. In Amendment No. 5, the City eliminated this self-imposed sunset and elected the same sunset for the Amendment No. 1 Subarea as is applicable to the Amendment No. 2 Subarea, or Fiscal Year 2023/2024. The Amendment No. 2 Subarea was approved by the City Council on May 19, 2003, and debt was certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 2 Subarea. The Amendment No. 3 Subarea was approved by the City Council on November 17, 2003, and debt certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 3 Subarea. Amendment No. 4 designated property within the Original Subarea as appropriate for blight remediation. Notwithstanding any inconsistent document, no sunset exists for an Urban Renewal Area that contains blight, so the Amendment No. 4 Subarea has no sunset. The Amendment No. 5 Subarea was approved by the City Council in 2012, and debt certified in 2012; therefore fiscal year 2032/2033 is the last year

that tax increment can be collected in the Amendment No. 5 Subarea. Amendment No. 6 and 7 did not add land so no sunset date applies. Likewise, no sunset applies to the Amendment No. 8 Subarea because Amendment No. 8 primarily removed property, and the property added by Amendment No. 8 was public right of way and no increment will be collected therefrom. The Amendment No. 9 Subarea was approved by the City Council in 2018, a TIF Ordinance placed on the Subarea in 2018, and debt certified in 2018; therefore, fiscal year 2038/2039 will be the last year that tax increment can be collected in the Amendment No. 9 Subarea. The Amendment No. 10 Subarea was approved by the City Council in 2019, a TIF Ordinance placed on the Subarea in 2019, and debt certified in 2019; therefore, fiscal year 2039/2040 will be the last year that tax increment can be collected in the Amendment No. 10 Subarea. The Amendment No. 11 Subarea was approved by the City Council in 2020, a TIF Ordinance placed on the Subarea in 2020, and debt certified in 2020; therefore fiscal year 2040/2041 will be the last year that tax increment can be collected in the Amendment No. 11 Subarea. The Amendment No. 12 Subarea was approved by the City Council in 2021, a TIF Ordinance placed on the Subarea in 2021, and debt certified in 2021; therefore fiscal year 2041/2042 will be the last year that tax increment can be collected in the Amendment No. 12 Subarea. No sunset applies to the Amendment No. 13 Subarea because the City is not intending to place the property added by Amendment No. 13 into a TIF Ordinance.

EXHIBIT A
LEGAL DESCRIPTION OF AMENDMENT NO. 13 SUBAREA

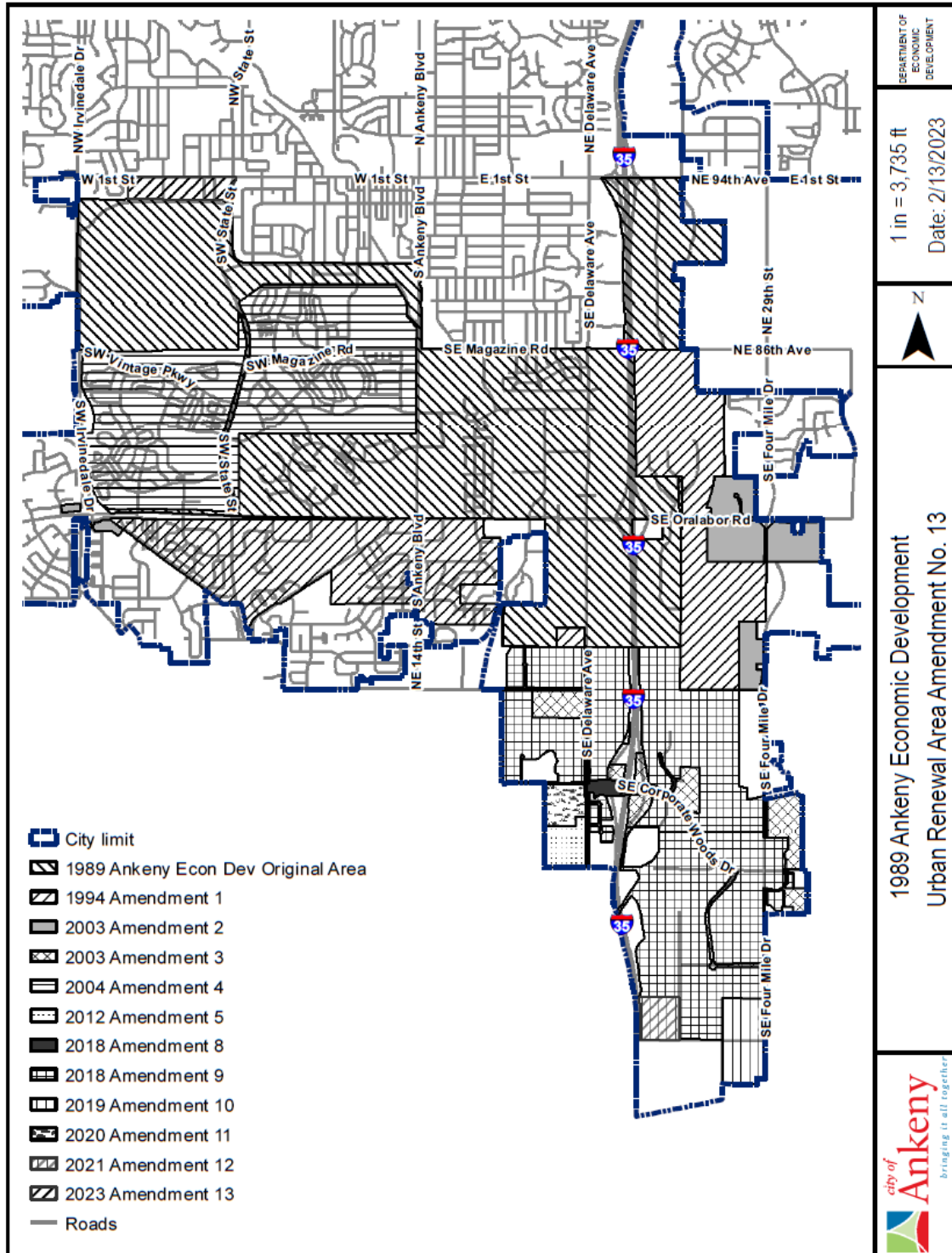
PART OF THE SOUTH ½ OF SECTION 15 AND A PART OF THE NORTH ½ OF SECTION 22 ALL BEING IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CHRISTIAN CHURCH ESTATES, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 AND BEING A POINT ON THE SOUTH LINE OF LOT A OF GOLFVIEW TERRACE PLAT 4, BEING AN OFFICIAL PLAT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 TO THE SOUTHWEST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 AND ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 EXTENDED NORTH TO THE NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND BEING ON THE NORTH LINE OF STREET LOT A OF GOLFVIEW TERRACE PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHWEST CORNER OF LOT A OF LAKEVIEW PLAZA PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHEAST CORNER OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHWEST CORNER OF LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 4, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 4 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 4 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 2 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 2 AND BEING SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 6, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 6 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 6 AND BEING THE SOUTHWEST CORNER OF LOT 32 OF FRONTIER VILLAGE PLAT 8, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 32 TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID

LOT 32 TO THE NORTHWEST CORNER OF LOT A OF HANDIMART PLAT 1, BEING AN OFFICIAL PLAT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID HANDIMART PLAT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE TO THE EAST LINE OF LOT A; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG SAID EAST LINE OF HANDIMART PLAT 1 TO THE SOUTHEAST CORNER OF SAID LOT A OF HANDIMART PLAT 1 AND BEING THE SOUTHWEST CORNER OF LOT F OF SAID FRONTIER VILLAGE PLAT 8; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT F OF FRONTIER VILLAGE PLAT 8 TO THE INTERSECTION OF THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 EXTENDED NORTH AND ALONG THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 TO THE INTERSECTION OF THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY; THENCE WEST ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY AND BEING ALONG THE NORTH LINE SW 3RD STREET RIGHT-OF-WAY AND BEING ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 6 AND BEING THE SOUTHEAST CORNER OF WESTLAWN PLACE PLAT 7, BEING AN OFFICIAL PLAT; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID WESTLAWN PLACE PLAT 7 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 7; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SAID SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 7 EXTENDED WEST TO THE EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET BEING 33.00 FEET EAST OF THE EAST LINE OF LAKEVIEW PLAZA PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED SOUTHERLY; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH TO THE INTERSECTION OF THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG SAID SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST AND ALONG THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 TO THE SOUTHWEST CORNER OF SAID LAKEVIEW PLAZA PLAT 3 AND BEING THE SOUTHEAST CORNER OF SAID CHRISTIAN CHURCH ESTATES; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG THE SOUTH LINE OF SAID CHRISTIAN CHURCH ESTATES TO THE POINT OF BEGINNING AND CONTAINING 53.66 AC (2,337,259 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EXHIBIT B **MAP OF URBAN RENEWAL AREA FOLLOWING ADOPTION OF** **AMENDMENT NO. 13**



CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

City Council Agenda

April 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2023 Asphalt Street Resurfacing Program - SW Ordinance Road (PH 2023-29)

EXECUTIVE SUMMARY:

The 2023 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from approximately 500’ west of SW Cherry Street to approximately 700’ east of SW Railroad Drive.

The construction improvements include approximately 300 CY of Class 13 excavation, 200 CY of topsoil import, 4,700 SY of asphalt milling, 1,800 TON of hot mix asphalt (HMA), 200 TON of granular shoulder, 85 STA of pavement markings, removal and replacement of sidewalk, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 28. Three (3) bids were received as follows:

1. OMG Midwest dba Des Moines Asphalt and Paving \$287,826.95
2. InRoads, LLC \$310,040.00
3. Grimes Asphalt and Paving Corporation \$315,969.50

The Engineer's Estimate for the project was \$331,094.00. The bids ranged from approximately 5% below to 13% below the estimate. OMG Midwest dba Des Moines Asphalt and Paving has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2023 Asphalt Street Resurfacing Program – SW Ordinance Road project to OMG Midwest dba Des Moines Asphalt and Paving of Ankeny, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than June 5, 2023 and no later than June 26, 2023.

The Contractor shall substantially complete the project no later than July 28, 2023. Substantial completion for the project shall be defined as all grading and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. The Contractor shall fully complete the project no later than August 18, 2023. Full completion for the project shall be defined as all work, including punch list items, pavement markings, and surface restoration completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$331,094.00).
 2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost, and enhancement of payment for the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road project.
 3. Receive and file the report of bids received on March 28, 2023.
 4. Approve Resolution, making award of construction contract to OMG Midwest dba Des Moines Asphalt and Paving of Ankeny, Iowa.
 5. Approve Resolution, approving contract and bonds with OMG Midwest dba Des Moines Asphalt and Paving in the amount of \$287,826.95.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 6, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as March 28, 2023, and setting the public hearing date as April 3, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$331,094.00; 2) receive and file report of bids received March 28, 2023; 3) adopt **RESOLUTION** making award of construction contract with OMG Midwest dba Des Moines Asphalt & Paving in the amount of \$287,826.95; and 4) adopt **RESOLUTION** approving contract and bonds with OMG Midwest dba Des Moines Asphalt & Paving in the amount of \$287,826.95.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - plans, specs
 Bid Sheet
 Bid Tab
 RES - making award
 RES - approving contract
 Location Map
 Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE 2023
ASPHALT STREET RESURFACING PROGRAM - SW
ORDNANCE ROAD

WHEREAS, on the **6th** day of **March**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road; and

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

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

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

PASSED AND APPROVED this 3rd day of April, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
4-3-23

BID LETTING

10:30 A.M.

MARCH 28, 2023

2023 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 Asphalt Street Resurfacing Program – SW Ordinance Road in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 331,094⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Des Moines Asphalt & Paving 2401 SE Tones Dr Ste 13 Ankeny IA 50021	287,826 ⁹⁵	✓
2) ✓	Grimes Asphalt & Paving PO Box 3374 Des Moines IA 50316	315,969 ⁵⁰	✓
3) ✓	Inroads 4761 NE 28th Lane Des Moines IA 50313	310,040 ⁰⁰	✓
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 3, 2023 at 5:30 P.M.

ATTEST:



Mark Mueller, Public Works Director


Michelle Yuska, City Clerk

Bid Tabulation

2023 Asphalt Street Resurfacing Program - SW Ordnance Road

				March 28, 2023											
				Engineer's Estimate			OMG Midwest dba Des Moines Asphalt and Paving			InRoads, LLC			Grimes Asphalt and Paving Corporation		
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
		EARTHWORK													
2.01	2010-D-3	Topsoil, Off-site	CY	175	\$ 100.00	\$ 17,500.00	175	\$ 94.75	\$ 16,581.25	175	\$ 160.00	\$ 28,000.00	175	\$ 113.00	\$ 19,775.00
2.02	2010-E	Excavation, Class 13, For Widening	CY	307	\$ 50.00	\$ 15,350.00	307	\$ 26.80	\$ 8,227.60	307	\$ 56.00	\$ 17,192.00	307	\$ 30.00	\$ 9,210.00
2.03	2010-999-A	Granular Shoulder, Type B	TON	124	\$ 50.00	\$ 6,200.00	124	\$ 45.50	\$ 5,642.00	124	\$ 75.00	\$ 9,300.00	124	\$ 50.50	\$ 6,262.00
		STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	6010-E-1	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,215.00	\$ 3,215.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,800.00	\$ 3,800.00
		STREETS AND RELATED WORK													
7.01	7020-A	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	230	\$ 110.00	\$ 25,300.00	230	\$ 96.00	\$ 22,080.00	230	\$ 115.00	\$ 26,450.00	230	\$ 105.00	\$ 24,150.00
7.02	7020-A	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	646	\$ 110.00	\$ 71,060.00	646	\$ 96.00	\$ 62,016.00	646	\$ 110.00	\$ 71,060.00	646	\$ 105.00	\$ 67,830.00
7.03	7020-A	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	731	\$ 110.00	\$ 80,410.00	731	\$ 96.00	\$ 70,176.00	731	\$ 110.00	\$ 80,410.00	731	\$ 105.00	\$ 76,755.00
7.04	7030-A	Removal of Sidewalk	SY	87	\$ 15.00	\$ 1,305.00	87	\$ 16.10	\$ 1,400.70	87	\$ 22.00	\$ 1,914.00	87	\$ 18.00	\$ 1,566.00
7.05	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	46	\$ 75.00	\$ 3,450.00	46	\$ 80.00	\$ 3,680.00	46	\$ 89.00	\$ 4,094.00	46	\$ 89.00	\$ 4,094.00
7.06	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	47	\$ 100.00	\$ 4,700.00	47	\$ 117.00	\$ 5,499.00	47	\$ 94.00	\$ 4,418.00	47	\$ 130.00	\$ 6,110.00
7.07	7030-G	Detectable Warnings, Galvanized Steel	SF	72	\$ 60.00	\$ 4,320.00	72	\$ 59.00	\$ 4,248.00	72	\$ 65.00	\$ 4,680.00	72	\$ 65.00	\$ 4,680.00
7.08	7040-A	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	42	\$ 130.00	\$ 5,460.00	42	\$ 150.00	\$ 6,300.00	42	\$ 99.00	\$ 4,158.00	42	\$ 165.00	\$ 6,930.00
7.09	7040-G	Milling, HMA, 2" Depth	SY	5,413	\$ 3.00	\$ 16,239.00	5,413	\$ 2.80	\$ 15,156.40	5,413	\$ 3.00	\$ 16,239.00	5,413	\$ 2.50	\$ 13,532.50
		TRAFFIC CONTROL													
8.01	8020-C	Painted Pavement Markings, Durable	STA	75	\$ 200.00	\$ 15,000.00	75	\$ 153.00	\$ 11,475.00	75	\$ 135.00	\$ 10,125.00	75	\$ 177.00	\$ 13,275.00
8.02	8020-M	Grooves Cut for Pavement Markings	STA	75	\$ 200.00	\$ 15,000.00	75	\$ 102.00	\$ 7,650.00	75	\$ 80.00	\$ 6,000.00	75	\$ 118.00	\$ 8,850.00
8.03	8030-A	Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 20,500.00	\$ 20,500.00	1	\$ 12,500.00	\$ 12,500.00	1	\$ 21,100.00	\$ 21,100.00
8.04	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$ 150.00	\$ 1,500.00	10	\$ 331.00	\$ 3,310.00	10	\$ 75.00	\$ 750.00	10	\$ 385.00	\$ 3,850.00
		SITE WORK AND LANDSCAPING													
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.20	\$ 9,000.00	\$ 1,800.00	0.20	\$ 2,550.00	\$ 510.00	0.20	\$ 2,500.00	\$ 500.00	0.20	\$ 3,000.00	\$ 600.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	0.20	\$ 10,000.00	\$ 2,000.00	0.20	\$ 5,100.00	\$ 1,020.00	0.20	\$ 5,000.00	\$ 1,000.00	0.20	\$ 6,000.00	\$ 1,200.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.40	\$ 10,000.00	\$ 4,000.00	0.40	\$ 5,100.00	\$ 2,040.00	0.40	\$ 5,000.00	\$ 2,000.00	0.40	\$ 6,000.00	\$ 2,400.00
		MISCELLANEOUS													
11.01	11,020-A	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	1	\$ 15,500.00	\$ 15,500.00	1	\$ 6,500.00	\$ 6,500.00	1	\$ 18,000.00	\$ 18,000.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 1,600.00	\$ 1,600.00	1	\$ 250.00	\$ 250.00	1	\$ 2,000.00	\$ 2,000.00
TOTAL AMOUNT BID =				\$ 331,094.00			\$ 287,826.95			\$ 310,040.00			\$ 315,969.50		

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2023 ASPHALT STREET
RESURFACING PROGRAM - SW ORDNANCE ROAD

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road, described in the plans and specifications heretofore adopted by this Council on April 3, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	<u>OMG Midwest dba</u> <u>Des Moines Asphalt & Paving</u>	of	<u>Ankeny, Iowa</u>
Amount of bid:	<u>\$287,826.95</u>		
Portion of project:	<u>All construction work</u>		

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

PASSED AND APPROVED this 3rd day of April, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2023 ASPHALT STREET
RESURFACING PROGRAM - SW ORDNANCE ROAD

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	<u>OMG Midwest dba Des Moines Asphalt & Paving</u>	of	<u>Ankeny, Iowa</u>
Amount of bid:	<u>\$287,826.95</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 3rd day of April, 2023.

Mayor

ATTEST:

City Clerk



2023 Asphalt Street Resurfacing Program
Map is for Locational Purposes Only.

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 3rd day of April, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and OMG Midwest dba Des Moines Asphalt and Paving, hereinafter called the "Contractor."

WITNESSETH:

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

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

2023 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The 2023 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from approximately 500' west of SW Cherry Street to approximately 700' east of SW Railroad Drive.

The construction improvements include approximately 300 CY of Class 13 excavation, 200 CY of topsoil import, 4,700 SY of asphalt milling, 1,800 TON of hot mix asphalt (HMA), 200 TON of granular shoulder, 85 STA of pavement markings, removal and replacement of sidewalk, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Hundred Eighty Seven Thousand Eight Hundred Twenty Six and 95/100 DOLLARS (\$287,826.95), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the project no later than **August 4, 2023**. Substantial completion for the project shall be defined as all grading and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the project no later than **August 18, 2023**. Full completion for the project shall be defined as all work, including punch list items, pavement markings, and surface restoration completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will

be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

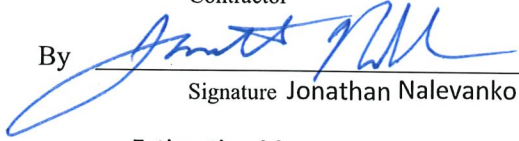
By _____

(Seal)
ATTEST:

CONTRACTOR:

OMG Midwest DBA: Des Moines Asphalt and Paving
Contractor

By



Signature Jonathan Nalevanko

Estimating Manager

Title

2401 SE Tones Dr Suite 13

Street Address

Ankeny, IA 50023

City, State, Zip Code

515-262-9928

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1 0 2 4 - 0 6 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 29 day of March, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jonathan Nalevanko and _____, to me known, who, being by me duly sworn, did say that they are the Estimating Manager, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jonathan Nalevanko and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Erika Uhlenkamp
Notary Public in and for the State of Iowa
My commission expires February 21, 2026

PARTNERSHIP ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Off-site	CY	175	\$ 94.75	\$ 16,581.25
2.02	Excavation, Class 13, For Widening	CY	307	\$ 26.80	\$ 8,227.60
2.03	Granular Shoulder, Type B	TON	124	\$ 45.50	\$ 5,642.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$ 3,215.00	\$ 3,215.00
	STREETS AND RELATED WORK				
7.01	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	230	\$ 96.00	\$ 22,080.00
7.02	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	646	\$ 96.00	\$ 62,016.00
7.03	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	731	\$ 96.00	\$ 70,176.00
7.04	Removal of Sidewalk	SY	87	\$ 16.10	\$ 1,400.70
7.05	Sidewalk, PCC, Class C, 5" Thick	SY	46	\$ 80.00	\$ 3,680.00
7.06	Sidewalk, PCC, Class C, 6" Thick	SY	47	\$ 117.00	\$ 5,499.00
7.07	Detectable Warnings, Galvanized Steel	SF	72	\$ 59.00	\$ 4,248.00
7.08	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	42	\$ 150.00	\$ 6,300.00
7.09	Milling, HMA, 2" Depth	SY	5,413	\$ 2.80	\$ 15,156.40
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Durable	STA	75	\$ 153.00	\$ 11,475.00
8.02	Grooves Cut for Pavement Markings	STA	75	\$ 102.00	\$ 7,650.00
8.03	Temporary Traffic Control	LS	1	\$ 20,500.00	\$ 20,500.00
8.04	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$ 331.00	\$ 3,310.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.20	\$ 2,550.00	\$ 510.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	0.20	\$ 5,100.00	\$ 1,020.00

9.03	Erosion Control Mulching, Hydromulching, BFM	AC	0.40	\$ 5,100.00	\$ 2,040.00
	MISCELLANEOUS				
11.0 1	Mobilization	LS	1	\$ 15,500.00	\$ 15,500.00
11.0 2	Concrete Washout	LS	1	\$ 1,600.00	\$ 1,600.00

TOTAL CONTRACT AMOUNT =

\$ 287,826.95

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, **OMG Midwest, Inc. dba Des Moines Asphalt and Paving**, as Principal (hereinafter the "Contractor" or "Principal") and **Fidelity and Deposit Company of Maryland**, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **Two Hundred Eight Seven Thousand Eight Hundred Twenty Six and 95/100 DOLLARS (\$287,826.95)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 3rd day of April, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The 2023 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from approximately 500' west of SW Cherry Street to approximately 700' east of SW Railroad Drive.

The construction improvements include approximately 300 CY of Class 13 excavation, 200 CY of topsoil import, 4,700 SY of asphalt milling, 1,800 TON of hot mix asphalt (HMA), 200 TON of granular shoulder, 85 STA of pavement markings, removal and replacement of sidewalk, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 28th day of March, 2028³ *DAH*

PRINCIPAL:

**OMG Midwest, Inc. dba
Des Moines Asphalt and Paving**

Contractor

By

[Signature]
Signature

Estimating Manager
Title

SURETY:

Fidelity and Deposit Company of Maryland

Surety Company

By

[Signature]
Signature Attorney-in-Fact Officer

Linda Lee Nipper

Printed Name of Attorney-in-Fact Officer

Marsh USA LLC

Company Name

15 W South Temple Ste 700

Company Address

Salt Lake City, UT 84101

City, State, Zip Code

801.533.3629

Company Telephone Number

NOTE:

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Linda Lee Nipper, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: *Robert D. Murray*
Vice President


By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of March, 2023.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclains@zurichna.com
800-626-4577



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

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

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

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C No. Ext): 513-867-3822 FAX (A/C No): E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com
INSURED OMG Midwest, Inc. (182-ANK) DBA Des Moines Asphalt & Paving PO BOX 3365 Des Moines IA 50316	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Liberty Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23035 42404

COVERAGES**CERTIFICATE NUMBER:** 73616272**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 ☒ Primary/Non-Contributory ☒ Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			TB2-C81-004095-112 XCU Coverage Included	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			AS2-C81-004095-122 AS2-C81-054502-522 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	WA7-C8D-004095-022 All except OH, ND, WA, WY WC7-C81-004095-012 WI, MN	9/1/2022	9/1/2023	☒ PER STATUTE 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)

CERTIFICATE HOLDER**CANCELLATION**City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny IA 50023

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

AUTHORIZED REPRESENTATIVE

Valerie Reece

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

Proposed Fiber Optic Network Upgrade

Professional Services Agreement with Olsson, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Olsson, Inc. for the design engineering and survey services needed for the Fiber Optic Network Upgrade.

The Fiber Optic Network Upgrade will address deficiencies and bottlenecks in the City's fiber optic network that serves both the traffic signal system and the general City agency communication needs. The project will also establish an efficient fiber splicing scheme to support redundancy and growth of the system.

Olsson, Inc. completed the Fiber Optic Network Master Plan, and is providing GIS inventory services for

recent additions and modifications of the City's network. The scope of the design engineering and survey services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement documents. The total not-to-exceed fee for these services is \$423,644.46.

It is recommended that the City Council approve the Professional Services Agreement with Olsson, Inc.

FISCAL IMPACT: No

The overall project is included in the City of Ankeny's 2023-2027 Capital Improvement Program for design in 2023-2024, materials procurement in 2024, and construction in 2025 through 2027.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Olsson, Inc. for the design engineering and survey services for the Fiber Optic Network Upgrade in an amount not to exceed \$423,644.46 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Fiber Optic Network Master Plan was received and filed by City Council on March 6, 2023, following work session presentation on February 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to approve the Professional Services Agreement with Olsson, Inc. for the design engineering and survey services for the Fiber Optic Network Upgrade in an amount not to exceed \$423,644.46 and authorize the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Agreement
General Provisions
Scope of Services
Fee Estimate
Expense Estimate
Billing Rate Schedule
Certificate of Insurance



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

April 3, 2023

City of Ankeny
Attn: Ms. Leslie Hart
Traffic Engineering Manager
Public Works - Traffic Engineering
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Ankeny Fiber Optic Network Upgrade (the "Project")
City of Ankeny, Iowa

Ms. Hart:

It is our understanding that the City of Ankeny, Iowa ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson having recently completed the City of Ankeny's Fiber Optic Network Master Plan, has acquainted itself with the additional information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as more specifically described in Scope of Services attached hereto.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date (NTP):	April 3, 2023
Anticipated 30% Plans Completion by end of:	September 2023
Anticipated 60% Plans Completion by end of:	February 2024
Anticipated 90% Plans Completion by end of:	June 2024
Anticipated Final Plans Completion by end of:	September 2024
Anticipated Bidding Support Completed by end of:	February 2025
Anticipated Completion Date by end of:	February 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date.

COMPENSATION

Olsson shall perform the services in Phases 100 – 400 of the Scope of Services with a fee estimate attached hereto. Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$423,644.46.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Leslie Hart, Traffic Engineering Manager.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Blake Hansen March 28, 2023
Blake Hansen, Vice President

By Meredith Emory March 28, 2023
Meredith Emory, Senior Engineer

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Ankeny, Iowa

By: _____
Mark E. Holm, Mayor

Dated: _____

Attest by: _____
Michelle Yuska, City Clerk

Dated: _____

Attachments

General Provisions

Scope of Services

Person-Hour and Fee Estimate

Expenses Estimate

2023 Labor Billing Rate Schedule

City of Ankeny Insurance Requirements

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated April 3, 2023 between City of Ankeny, Iowa ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule

involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Provide access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be

required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management;

construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences

or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual

observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

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

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

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

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson

shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Polk County, Iowa.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Omitted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's

modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in

connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents

as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Omitted

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Iowa. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Iowa.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of

reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Omitted

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions updated 01/20/2022.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated April 3, 2023 between the City of Ankeny, Iowa ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: The City of Ankeny, Iowa

Project Description: Ankeny Fiber Optic Network Upgrade

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Project Management and Coordination

The project manager will serve as the central point of contact for Olsson, maintain project schedule and budget, and be responsible for coordinating the work. A kickoff meeting will be scheduled with the City project manager and staff to review project goals, discuss the project approach, potential design challenges, schedule, and deadlines. The project manager will coordinate regularly and often with the City project manager and staff to discuss project status and progress through bi-weekly, every other week, meetings as required. If desired, Olsson can provide access to an online file sharing/collaboration tool.

Assumptions:

- The City will provide all City standards and preferences for use in design development

Deliverables:

- Progress reports and invoices
- Project status meeting agendas and minutes

Phase 200 – Data Collection and Field Investigation

This phase involves gathering information necessary to assess the conditions of the existing system infrastructure for viability of reuse. Olsson will utilize the City's OSPInsight fiber optic network management software as the initial source for the existing infrastructure. Data collection and field investigation will include but is not limited to the assessment of the condition of the existing conduits and handholes.

For handholes, Olsson will assess, as required, the conduit entrance conditions including position and entry distance of each conduit that may be used for the fiber optic installation and depth of the handhole. Olsson will investigate and verify, as available for conduits segments, the depths, bend radii, and conduit extrusions and angles. Olsson will review fiber conduit routing and identify equipment needed to enable the existing infrastructure to utilize the upgraded fiber optic network.

Deliverables:

- Documentation of preliminary findings

Phase 300 – Prepare Plans, Specifications, and Cost Estimates (PS&E)

This phase involves the development of up to two design packages containing detailed plans, specifications, and cost estimates associated with the project. Olsson will prepare up to two complete construction bid packages for the project. The plan sheets, details, specifications, quantities, unit pricing, etc., pertaining to this project, will be designed using English units. Plan sheets will be prepared in AutoCAD and submitted at 1":100' scale with 1":40' intersection details. Olsson will coordinate with the City on the method to best prepare design plans in a manner to streamline the final designs in the event that a single package or two packages are required for bidding.

Assumptions:

- If two packages are required, it is anticipated that designs will initially be prepared as a single design package to decrease the potential for discrepancies in the entire design, until determined at the 90% design plans if two final design packages will be required.

301 Utility Documentation

The City will provide contact information of utility companies with facilities known to be in the project vicinity. Olsson will request information from each utility about the existence and location of utilities within the project area. If a utility conflict is identified, Olsson will evaluate and provide possible alternatives to avoid utility line conflict. Olsson will remain in coordination and communication with the City and their identified utility companies throughout the design package development to understand new infrastructure installations and adjustments that may need to be considered or reviewed for this project's final design plans.

302 Base Mapping and Survey

Olsson will create base mapping via aerial image files for the project extents using a GIS based map. This aerial imagery will be utilized for the project design plan development. Olsson will utilize topographic survey, electronic design files, and as-built information, where available, provided by the City. If additional topographical survey is required, it can be provided by Olsson under a contract amendment.

303 Preliminary Design Plans (30% Complete)

Olsson will prepare 30% preliminary design plans for the project for use in field investigation, data collection, and walk-through of the project during design to identify conflicts and, as needed, adjust for constructability. The preliminary design plans will primarily be utilized to provide a visual reference of location, establish electrical service locations (if new services are required), and reference during preliminary review of existing fiber optic infrastructure for reuse viability.

The 30% design plans are expected to consist of the following sheets:

- Title Sheet
- Location Sheet
- Base Infrastructure Design Sheets

The preliminary design plans will include the following:

- Location reference, aerial imagery, proposed existing communications infrastructure for reuse
- Preliminary location and routing of conduit and cable infrastructure including handholes and new cabinets
- High-level fiber architecture configuration

Deliverables:

- One PDF copy of the 30% design plans in 11"x17" format marked "Preliminary" to the City project manager

304 60% Design Documents

Olsson will prepare the 60% plans, specifications, and estimate documents for the project. The 60% design documents will substantiate that the design is progressing, and that adequate coordination is being provided between the various technical areas. Olsson will prepare a comment response matrix for the 30% design plans City comments, Olsson responses, and final resolution. Information submitted in the 60% design documents will be sufficient to conduct a constructability "plan-in-hand" walk-through between Olsson and the City staff.

The 60% plan set is expected to consist of the following sheets:

- Title Sheet
- Location Sheet
- Legend and Symbols Sheet
- General Notes
- Fiber Architecture
- Summary of Quantities/Tabulations
- Infrastructure Design Sheets
- Fiber Optic Splicing
- Design Details

The 60% design documents will include the following:

- Location and routing of base infrastructure (conduit, handholes)
- Location of communications infrastructure
- Location of cabinets, electrical service, foundations, poles, and facility entrance
- Special details, as necessary
- Completed conduit and cable schedules
- Fiber optic splicing and terminations diagrams
- Opinion of probable cost
- Traffic control plans

Assumptions:

- All infrastructure will be installed within the right-of-way
- If existing conduits, handholes, and other infrastructure and equipment meet City standards and needs, they may be used in place of new installations

Deliverables:

- One PDF copy of the 60% Plans in 11"x17" format marked "Preliminary" and "60% Design Review" to the City project manager
- One copy of opinion of probable construction costs for the project
- Comment response matrix (with response to 30% comments)

305 Development of Specifications and Special Provisions

Olsson will prepare and submit specifications and special provisions to be included in the PS&E package. The specifications shall supplement and be updated for this project from the typical SUDAS specifications.

Deliverables:

- A Microsoft Word copy of Specifications and Special Provisions, if applicable

306 90% Design Documents

Upon receipt of the City's comments, Olsson will meet with the City to discuss the 60% design comments and resolutions, as well as any critical items that need to be addressed at the 90% design stage. Olsson will prepare a comment response matrix including the original 60% design comments, Olsson responses, and final resolution.

Olsson will prepare the updated 90% plans, specifications, and estimate documents for the project. Olsson will review and check plans and other design documents. Olsson will include all necessary information and details in the 90% design submittals to permit bidding and construction of the project.

The 90% design documents will include the following:

- Plans
- Location and routing of all project infrastructure
- Construction details and notes
- Specifications and special provisions
- Completed conduit, cable, and coil schedules
- Opinion of probable construction cost including:
 - All pay items
 - Pay item number
 - Description
 - Units of Measure
 - Estimated quantities
- Traffic control plans

Deliverables:

- One PDF copy of the 90% Plans in 11"x17" format marked "Preliminary" and "90% Design Review" to the City Project Manager
- A Microsoft Word copy of draft Contract Documents ("Front Ends") per City template, Specifications and Special Provisions, if applicable
- One copy of the Opinion of Probable Construction Costs
- Comment response matrix (with response to 60% comments)

307 100% Final Design Documents

Upon receipt of the City's comments, Olsson will meet with the City to discuss the 90% design comments and resolutions, as well as any critical items that need to be addressed at the 100% final design. Olsson will prepare a comment response matrix for the 90% design comments, Olsson responses, and final resolution.

Olsson will prepare the 100% final PS&E package(s) for the project. The final package(s) will consist of a complete stamped and signed reproducible set of half-size construction plans, special provisions, bidding schedule, and cost estimates ready for bid advertisement. The package(s) will also include an estimate of the contract time for the project construction, if desired.

Olsson will prepare detailed Opinion of Probable Construction Costs using quantity estimates from the plans and unit prices representing current market costs based on recent bid tabulations.

Deliverables:

- Up to two final signed and sealed 100% PS&E Packages, each with,
 - One PDF copy of the 11"x17" Set of Plans
 - One Microsoft Word copy of Contract Documents, Specifications and Special Provisions, if applicable
 - One copy of the Opinion of Probable Construction Costs
 - Comment response matrix (with response to 90% comments)
- AutoCAD files georeferenced to State-Plane Coordinates (NAD83 / Iowa South) and Sea Level Elevation (NAV88) per City of Ankeny Pre-Construction Submittal Requirements for Public Government (CIP) Projects

Phase 400 – Bidding Phase Support

Olsson will assist with bidding phase services that may include clarifications and consultation with the City and prospective bidders during the bidding phase, preparation of bid addendums, preparation of required permitting documentation, and review of bid documents. Olsson will support, as requested, the City's upload to and management of bid information through QuestCDN and will attend a pre-bid meeting and the bid opening, if needed.

401 Respond to Bidder Questions and Prepare Addenda

Olsson will respond to bidders' questions as required during the bid phase. Olsson will prepare one bid addendum to the bidding documents, if necessary, during the bidding of the project to clarify the design or address questions submitted by prospective bidders.

Assumptions:

- Responses will be limited to up to four bidder questions (RFI's)

Deliverables:

- Summary of bidder's questions and Olsson's responses
- One bid addendum for posting

402 Iowa DOT Permit Applications

Olsson will prepare the required Iowa DOT permit applications for the project for City review and submittal.

Assumptions:

- Permitting will be required with Iowa DOT District 1

Deliverables:

- Completed permit applications to the City for final signatures and execution

403 Prepare Design Revisions

Olsson will prepare design revisions, as needed, to incorporate bid addenda and address design changes during the bidding phase.

Assumptions:

- Assumes a total of one pre-letting design revision

Deliverables:

- Provide a revised plan set to the City for delivery to bidders

Available Additional Services

- Topographical Survey
- Asset Management Software Data Input
- Design of DMS, Detection, Wireless Communications, etc.
- Construction Support Services
- As-Built Field Survey and Locate Verification
- As-Built Construction Record Drawings
- Construction Inspection
- Right of Way Surveys
- Structural or Foundational Design or Analysis

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

PERSON-HOUR AND FEE ESTIMATE														
Phase No.	Description of Work Items	TL \$71.15	SME \$93.51	Sr Eng \$64.90	Assoc Eng \$46.60	Sr Tech \$34.00	Admin Coord \$28.00	Total Manhours	Total (A) Labor Fee	Overhead (B) 181.95%	Total (A+B)	Profit (C) 12.00%	Total (A+B+C)	
100	Project Management and Coordination	20		125	62		30	237	\$13,265	\$24,135	\$37,400	\$4,488	\$41,887.80	
200	Data Collection and Field Investigation			60	192	192		444	\$19,369	\$35,242	\$54,611	\$6,553	\$61,164.83	
300	Prepare Plans, Specifications, and Cost Estimates (PS&E)		11	427	837	730	24	2029	\$93,237	\$169,645	\$262,882	\$31,546	\$294,427.88	
301	Utility Documentation			20	28		6	54	\$2,771	\$5,041	\$7,812	\$937	\$8,749.74	
302	Base Mapping and Survey			48	84	84		216	\$9,886	\$17,987	\$27,872	\$3,345	\$31,217.14	
303	Preliminary Design Sketches (30%)		5	95	158	158		416	\$19,368	\$35,240	\$54,608	\$6,553	\$61,160.57	
304	60% Design Documents			106	264	211		581	\$26,356	\$47,954	\$74,310	\$8,917	\$83,227.40	
305	Development of Specifications and Special Provisions		1	15	15		4	35	\$1,878	\$3,417	\$5,295	\$635	\$5,930.46	
306	90% Design Documents		5	79	158	185		427	\$19,247	\$35,021	\$54,268	\$6,512	\$60,780.37	
307	100% Final Design Documents			64	130	92	14	300	\$13,732	\$24,985	\$38,716	\$4,646	\$43,362.20	
400	Bidding Phase Support			40	56	16	12	124	\$6,086	\$11,073	\$17,158	\$2,059	\$19,217.35	
401	Respond to Bidder Questions and Prepare Addenda			24	24		6	54	\$2,844	\$5,175	\$8,019	\$962	\$8,980.90	
402	Iowa DOT and County Permit Applications			8	16		6	30	\$1,433	\$2,607	\$4,040	\$485	\$4,524.55	
403	Prepare Design Revisions			8	16	16		40	\$1,809	\$3,291	\$5,100	\$612	\$5,711.90	
	Total Manhours	20	11	652	1147	938	66	2834	\$131,957	\$240,095	\$372,052	\$44,646	\$416,697.86	
	Total Labor Fee	\$1,423	\$1,029	\$42,315	\$53,450	\$31,892	\$1,848						\$131,956.61	
	Total Labor, OVH, & Profit	\$4,494	\$3,248	\$133,623	\$168,787	\$100,710	\$5,836						\$416,697.86	
	Expenses												\$6,946.60	
	Total Estimate												\$423,644.46	

EXPENSES ESTIMATE					
Expenses	Amount		\$ Ea.		Cost
Design					
Travel, mile (car)	5720	MILES	0.655		\$3,746.60
			Sub Total		\$3,746.60
Survey Expenses					
	1	L.S.	3200		\$3,200.00
			Total		\$6,946.60

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Regional / Practice Leader	\$ 376.00
Office Leader / Sr Project Manager	\$ 289.00
Senior Project Manager	\$ 289.00
Client Relationship Manager / Industry Expert	\$ 289.00
Team Leader	\$ 249.00
Technical Leader	\$ 211.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 175.00
Associate Engineer	\$ 149.00
Assistant Engineer	\$ 126.00
Senior Scientist	\$ 191.00
Project Scientist	\$ 147.00
Associate Scientist	\$ 123.00
Assistant Scientist	\$ 100.00
Senior Planner	\$ 193.00
Project Planner	\$ 147.00
Associate Planner	\$ 124.00
Assistant Planner	\$ 102.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 152.00
Associate Landscape Architect	\$ 128.00
Assistant Landscape Designer	\$ 105.00
GIS Specialist	\$ 152.00
Systems Specialist	\$ 151.00
Senior Architect	\$ 198.00
Project Architect	\$ 159.00
Associate Architect	\$ 131.00
Assistant Architect	\$ 109.00
Design Manager / Technical Manager	\$ 175.00
Design Associate	\$ 140.00
Senior Technician	\$ 114.00
Associate Technician	\$ 96.00
Assistant Technician	\$ 84.00
Commissioning Technical Manager / Manager	\$ 242.00
Commissioning Agent	\$ 212.00
Commissioning Senior Technician	\$ 180.00
Commissioning Associate Technician	\$ 154.00
Commissioning Assistant Technician	\$ 128.00
Stormwater Compliance Senior Specialist / Leader	\$ 196.00
Stormwater Compliance Specialist / Sr Coordinator	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Project Senior Coordinator	\$ 131.00
Project Coordinator	\$ 100.00
Accounting Senior Specialist	\$ 166.00
Administrative Manager / Sr Specialist	\$ 114.00
Administrative Specialist/Sr Coordinator	\$ 107.00
Administrative Coordinator	\$ 95.00
Administrative Assistant	\$ 72.00
Public Engagement Specialist / Sr Coordinator	\$ 133.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction, Drilling, and Special Inspections/Materials Testing will be provided as an Appendices, as needed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2023

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

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

PRODUCER HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Molly Harmon PHONE (A/C, No, Ext): 402-964-5598 E-MAIL ADDRESS: molly.harmon@hubinternational.com FAX (A/C, No): 402-557-6325
INSURED Olsson, Inc. 1717 Ingersoll Ave, Ste 111 Des Moines IA 50309	INSURER(S) AFFORDING COVERAGE INSURER A : QBE Specialty Insurance INSURER B : Amerisure Mutual Insurance Company INSURER C : Amerisure Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1402180649

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		CPP21194510202	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 21194500201	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CU 21194520102	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 21194530101	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			HUN00059-02	1/1/2023	1/1/2024	PL Each Claim 5,000,000 PL Aggregate 5,000,000 PL Ded Per Claim 500,000

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

All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation are underlying policies of the Umbrella Liability.

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are listed as Additional Insured on a primary and non-contributory basis with respects to General Liability as required by written contract. Waiver of Subrogation in favor of The City of Ankeny applies to Workers Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny
1210 NW Prairie Ridge DR
Ankeny IA 50023-1564

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:
No Review Required

SUBJECT:
Proposed Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 - June 30, 2024 (PH 2023-30)

EXECUTIVE SUMMARY:
The fiscal year July 1, 2023 - June 30, 2024 property tax levy is proposed to remain at \$9.90 per \$1,000 of taxable property tax valuation.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:
Recommend proposed adoption of budget and certification of city taxes for fiscal year July 1, 2023 - June 30, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION adopting the proposed budget for Fiscal Year July 1, 2023 - June 30, 2024.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 FY 2024 Budget

RESOLUTION

A RESOLUTION ADOPTING THE PROPOSED BUDGET FOR FISCAL YEAR JULY 1, 2023 – JUNE 30, 2024

WHEREAS, a notice of public hearing concerning the proposed budget for Fiscal Year July 1, 2023 – June 30, 2024 was published as required; and

WHEREAS, upon consideration of the proposed budget for Fiscal Year July 1, 2023 – June 30, 2024, the City Council opened the public hearing and heard taxpayers, for and against the proposed budget; and

WHEREAS, the City Council, after hearing all taxpayers wishing to be heard, and considering the statements made, considered the proposed budget for Fiscal Year July 1, 2023 – June 30, 2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposed budget for Fiscal Year July 1, 2023 – June 30, 2024 for the City of Ankeny, Iowa as attached, be adopted.

Passed and approved the 3rd day of April, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of: ANKENY County Name: POLK COUNTY

Adopted On: 4/3/2023 Resolution: 2023-144

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	4,683,389,431	2b	4,651,627,147	
DEBT SERVICE	3a	5,049,775,865	3b	5,018,013,581	
Ag Land	4a	4,821,902			
City Number: 77-714 Last Official Census: 67,887					

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	29,051,533	28,854,508	43 6.20310
Non-Voted Other Permissible Levies							
Contract for use of Bridge	0.67500			6		0	44 0.00000
Opr & Maint publicly owned Transit	0.95000			7		0	45 0.00000
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46 0.00000
Opr & Maint of City owned Civic Center	0.13500			9		0	47 0.00000
Planning a Sanitary Disposal Project	0.06750			10		0	48 0.00000
Aviation Authority (under sec.330A.15)	0.27000			11	687,990	683,324	49 0.14690
Levee Impr. fund in special charter city	0.06750			13		0	51 0.00000
Liability, property & self insurance costs	Amt Nec			14		0	52 0.00000
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462		0	465 0.00000
Voted Other Permissible Levies							
Instrumental/Vocal Music Groups	0.13500			15		0	53 0.00000
Memorial Building	0.81000			16		0	54 0.00000
Symphony Orchestra	0.13500			17		0	55 0.00000
Cultural & Scientific Facilities	0.27000			18		0	56 0.00000
County Bridge	As Voted			19		0	57 0.00000
Missi or Missouri River Bridge Const.	1.35000			20		0	58 0.00000
Aid to a Transit Company	0.03375			21		0	59 0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60 0.00000
City Emergency Medical District	1.00000			463		0	466 0.00000
Support Public Library	0.27000			23		0	61 0.00000
Unified Law Enforcement	1.50000			24		0	62 0.00000
Total General Fund Regular Levies (5 thru 24)				25	29,739,523	29,537,832	
Ag Land	3.00375			26	14,484	14,484	63 3.00375
Total General Fund Tax Levies (25 + 26)				27	29,754,007	29,552,316	
Special Revenue Levies							
Emergency (if general fund at levy limit)	0.27000			28		0	64 0.00000
Police & Fire Retirement	Amt Nec			29	2,575,864	2,558,395	0.55000
FICA & IPERS (if general fund at levy limit)	Amt Nec			30		0	0.00000
Other Employee Benefits	Amt Nec			31		0	0.00000
Total Employee Benefit Levies (29,30,31)				32	2,575,864	2,558,395	65 0.55000
Sub Total Special Revenue Levies (28+32)				33	2,575,864	2,558,395	
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation				
SSMID 1		0	0	34		0	66 0.00000
SSMID 2		0	0	35		0	67 0.00000
SSMID 3		0	0	36		0	68 0.00000
SSMID 4		0	0	37		0	69 0.00000
SSMID 5		0	0	555		0	565 0.00000
SSMID 6		0	0	556		0	566 0.00000
SSMID 7		0	0	1177		0	1179 0.00000
SSMID 8		0	0	1185		0	1187 0.00000
Total Special Revenue Levies				39	2,575,864	2,558,395	
Debt Service Levy 76.10(6)	Amt Nec			40	15,149,328	15,054,041	70 3.00000
Capital Projects (Capital Improv. Reserve)	0.67500			41		0	71 0.00000
Total Property Taxes (27+39+40+41)				42	47,479,199	47,164,752	72 9.90000

(Signature)

(Date)

(County Auditor)

(Date)

NOTICE OF PUBLIC HEARING - CITY OF ANKENY - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/6/2023 **Meeting Time:** 05:30 PM **Meeting Location:** Ankeny Kirkendall Public Library

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.ankenyiowa.gov

City Telephone Number
(515) 965-6400

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	4,476,429,489	4,683,389,431	4,683,389,431	
Tax Levies:				
Regular General	27,544,814	27,544,814	29,843,032	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			0	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement	2,462,036	2,462,036	2,644,508	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	30,006,850	30,006,850	32,487,540	8.26
Tax Rate	6.70330	6.40708	6.93676	

Explanation of significant increases in the budget:

The fiscal year July 1, 2023 - June 30, 2024 property tax levy is proposed to remain at \$9.90 per \$1,000 of taxable property tax valuation. The aviation authority and debt service property tax levies are not reflected in the table above, which includes a \$0.05 reduction in the debt service property tax levy. Additional revenues will be used to address increased service demands due to the City's growth.

If applicable, the above notice also available online at:

www.ankenyiowa.gov/207/budget

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

FUND BALANCE
City Name: ANKENY
Fiscal Year July 1, 2023 - June 30, 2024

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2022										
	1	27,457,157	15,365,513	2,023,248	1,668,957	41,188,467	0	87,703,342	50,022,802	137,726,144
	2	42,834,908	11,790,332	9,148,707	38,189,219	28,551,661	0	130,514,827	49,500,906	180,015,733
	3	38,654,821	12,176,222	9,008,551	38,022,650	23,595,037	0	121,457,281	46,538,154	167,995,435
	4	31,637,244	14,979,623	2,163,404	1,835,526	46,145,091	0	96,760,888	52,985,554	149,746,442
Re-Estimated FY 2023										
	5	31,637,244	14,979,623	2,163,404	1,835,526	46,145,091	0	96,760,888	52,985,554	149,746,442
	6	47,226,295	11,545,487	9,963,142	24,203,845	25,880,649	0	118,819,418	65,441,603	184,261,021
	7	47,318,642	16,143,540	9,786,710	24,205,486	46,287,932	0	143,742,310	63,309,942	207,052,252
	8	31,544,897	10,381,570	2,339,836	1,833,885	25,737,808	0	71,837,996	55,117,215	126,955,211
Budget FY 2024										
	9	31,544,897	10,381,570	2,339,836	1,833,885	25,737,808	0	71,837,996	55,117,215	126,955,211
	10	48,384,433	11,697,979	10,399,833	25,026,995	23,567,913	0	119,077,153	53,605,687	172,682,840
	11	49,331,081	12,653,153	10,362,808	25,028,489	30,775,398	0	128,150,929	66,806,019	194,956,948
	12	30,598,249	9,426,396	2,376,861	1,832,391	18,530,323	0	62,764,220	41,916,883	104,681,103

LOCAL EMC SUPPORT

City Name: ANKENY

Fiscal Year July 1, 2023 - June 30, 2024

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	35,144	34,906
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2024	35,144	34,906

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: ANKENY
Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY									
Police Department/Crime Prevention	1 12,223,946	2,761,677						14,985,623	12,686,866
Jail	2							0	0
Emergency Management	3 60,944							60,944	83,086
Flood Control	4							0	0
Fire Department	5 4,823,191	5,000						4,828,191	4,125,324
Ambulance	6 6,303,138							6,303,138	4,493,053
Building Inspections	7 2,124,965							2,124,965	1,886,940
Miscellaneous Protective Services	8 112,504							112,504	96,964
Animal Control	9 31,000							31,000	15,565
Other Public Safety	10							0	0
TOTAL (lines 1 - 10)	11 25,679,688	2,766,677				0		28,446,365	23,387,798
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12	4,771,095						4,771,095	3,941,878
Parking - Meter and Off-Street	13							0	0
Street Lighting	14	702,000						702,000	661,595
Traffic Control and Safety	15	1,527,513						1,527,513	1,223,385
Snow Removal	16	1,204,872						1,204,872	482,386
Highway Engineering	17							0	0
Street Cleaning	18							0	0
Airport (if not Enterprise)	19 669,455							669,455	637,576
Garbage (if not Enterprise)	20							0	0
Other Public Works	21							0	0
TOTAL (lines 12 - 21)	22 669,455	8,205,480				0		8,874,935	6,946,820
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26							0	0
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29							0	822
TOTAL (lines 23 - 29)	30 0	0				0		0	822
CULTURE & RECREATION									
Library Services	31 2,617,123	57,000						2,674,123	2,421,050
Museum, Band and Theater	32							0	0
Parks	33 2,465,621	11,000						2,476,621	1,774,765
Recreation	34 2,131,288	36,800						2,168,088	1,784,367
Cemetery	35 600							600	600
Community Center, Zoo, & Marina	36 561,885							561,885	163,775
Other Culture and Recreation	37 2,980,785							2,980,785	2,314,591
TOTAL (lines 31 - 37)	38 10,757,302	104,800				0		10,862,102	8,459,148

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: ANKENY
Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39								0	0
Economic Development	40	460,621							460,621	346,138
Housing and Urban Renewal	41	33,454							33,454	8,208
Planning & Zoning	42	1,186,089							1,186,089	1,062,499
Other Com & Econ Development	43	1,023,021							1,023,021	883,501
TIF Rebates	44			2,565,008					2,565,008	1,974,910
TOTAL (lines 39 - 44)	45	2,703,185	0	2,565,008			0		5,268,193	4,275,256
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	1,348,967							1,348,967	1,212,559
Clerk, Treasurer, & Finance Adm.	47	1,033,517							1,033,517	924,664
Elections	48								0	0
Legal Services & City Attorney	49								0	0
City Hall & General Buildings	50	89,914							89,914	74,816
Tort Liability	51								0	0
Other General Government	52	2,443,764							2,443,764	2,176,409
TOTAL (lines 46 - 52)	53	4,916,162	0	0			0		4,916,162	4,388,448
DEBT SERVICE										
Gov Capital Projects	54				24,205,486				24,205,486	38,022,650
TIF Capital Projects	55					33,806,551			33,806,551	18,930,510
TOTAL CAPITAL PROJECTS	56					11,938,850			11,938,850	4,664,527
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	57	0	0	0		45,745,401	0		45,745,401	23,595,037
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF										
Water Utility	59								13,932,571	11,315,337
Sewer Utility	60								14,184,223	8,847,594
Electric Utility	61									0
Gas Utility	62									0
Airport	63									0
Landfill/Garbage	64									0
Transit	65									0
Cable TV, Internet & Telephone	66									0
Housing Authority	67									0
Storm Water Utility	68									0
Other Business Type (city hosp., ISF, parking, etc.)	69								1,224,231	810,867
Enterprise DEBT SERVICE	70								3,514,388	2,976,282
Enterprise CAPITAL PROJECTS	71								1,586,372	11,998,549
Enterprise TIF CAPITAL PROJECTS	72								26,267,064	8,574,781
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73								60,708,849	44,523,410
TOTAL ALL EXPENDITURES (lines 58+73)	74	44,725,792	11,076,957	2,565,008	24,205,486	45,745,401	0		60,708,849	153,599,389
Regular Transfers Out	75	2,592,850	5,066,583			542,531			2,601,093	7,362,405
Internal TIF Loan Transfers Out	76			7,221,702					7,221,702	7,033,641
Total ALL Transfers Out	77	2,592,850	5,066,583		0	542,531	0		2,601,093	14,396,046
Total Expenditures and Other Fin Uses (lines 74+77)	78	47,318,642	16,143,540	9,786,710	24,205,486	46,287,932	0		63,309,942	167,995,435
Ending Fund Balance June 30	79	31,544,897	10,381,570	2,339,836	1,833,885	25,737,808	0		55,117,215	149,746,442

RE-ESTIMATED REVENUES DETAIL

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
Taxes Levied on Property	1	28,010,027	2,444,185		14,625,463				45,079,675	42,223,372
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	28,010,027	2,444,185	0	14,625,463				45,079,675	42,223,372
Delinquent Property Taxes	4								0	-3,375
TIF Revenues	5			9,902,142					9,902,142	9,119,331
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	204,479	17,851		98,994				321,324	301,711
Utility franchise tax (Iowa Code Chapter 364.2)	7	1,635,000							1,635,000	1,850,629
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10	15,300	1,000		8,000				24,300	25,723
Hotel/Motel Taxes	11	1,924,000							1,924,000	1,527,170
Other Local Option Taxes	12								0	0
Subtotal - Other City Taxes (lines 6 thru 12)	13	3,778,779	18,851		106,994	0			3,904,624	3,705,233
Licenses & Permits	14	2,183,500					75000		2,258,500	2,917,976
Use of Money & Property	15	2,521,479	120,700	61,000	36,000	400,000		201,551	3,340,730	963,974
Intergovernmental:										
Federal Grants & Reimbursements	16	45,000				407,099		210,320	662,419	3,898,440
Road Use Taxes	17		8,723,480						8,723,480	9,052,931
Other State Grants & Reimbursements	18	559,661	46,307		276,946	2,377,606			3,260,520	4,811,307
Local Grants & Reimbursements	19	818,919	36,064						854,983	2,491,000
Subtotal - Intergovernmental (lines 16 thru 19)	20	1,423,580	8,805,851	0	276,946	2,784,705		210,320	13,501,402	20,253,678
Charges for Fees & Service:										
Water Utility	21							18,285,417	18,285,417	16,646,482
Sewer Utility	22							16,355,236	16,355,236	17,502,012
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27								0	0
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32								0	0
Other Fees & Charges for Service	33	5,376,663	21,000					3,400,521	3,400,521	3,245,894
Subtotal - Charges for Service (lines 21 thru 33)	34	5,376,663	21,000		0	0	0	2,737,000	8,134,663	8,359,007
Special Assessments	35							40,778,174	46,175,837	45,753,395
Miscellaneous	36	646,667	134,900						277,158	0
Other Financing Sources:										
Regular Operating Transfers In	37	3,285,600			1,936,740	5,565,786		2,959,176	5,643,743	4,413,064
Internal TIF Loan Transfers In	38				7,221,702			14,931	10,803,057	7,362,405
Subtotal ALL Operating Transfers In	39	3,285,600	0	0	9,158,442	5,565,786	0	14,931	18,024,759	14,396,046
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					14,950,000		21,202,451	36,152,451	36,273,039
Proceeds of Capital Asset Sales	41								0	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42	3,285,600	0	0	9,158,442	20,515,786	0	21,217,382	54,177,210	50,669,085
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	47,226,295	11,545,487	9,963,142	24,203,845	25,880,649	0	65,441,603	184,261,021	180,015,733
Beginning Fund Balance July 1	44	31,637,244	14,979,623	2,163,404	1,835,526	46,145,091	0	52,985,554	149,746,442	137,726,144

EXPENDITURES SCHEDULE PAGE 1

City Name: ANKENY

Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY										
Police Department/Crime Prevention	1 13,202,012	2,883,451						16,085,463	14,985,623	12,686,866
Jail	2							0	0	0
Emergency Management	3 99,144							99,144	60,944	83,086
Flood Control	4							0	0	0
Fire Department	5 5,059,815	5,000						5,064,815	4,828,191	4,125,324
Ambulance	6 6,392,097							6,392,097	6,303,138	4,493,053
Building Inspections	7 2,152,474							2,152,474	2,124,965	1,886,940
Miscellaneous Protective Services	8 118,129							118,129	112,504	96,964
Animal Control	9 31,000							31,000	31,000	15,565
Other Public Safety	10							0	0	0
TOTAL (lines 1 - 10)	11 27,054,671	2,888,451				0		29,943,122	28,446,365	23,387,798
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	4,779,141						4,779,141	4,771,095	3,941,878
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14	726,000						726,000	702,000	661,595
Traffic Control and Safety	15	1,457,248						1,457,248	1,527,513	1,223,385
Snow Removal	16	1,383,193						1,383,193	1,204,872	482,386
Highway Engineering	17							0	0	0
Street Cleaning	18							0	0	0
Airport	19 702,928							702,928	669,455	637,576
Garbage (if not Enterprise)	20							0	0	0
Other Public Works	21							0	0	0
TOTAL (lines 12 - 21)	22 702,928	8,345,582				0		9,048,510	8,874,935	6,946,820
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	0	822
TOTAL (lines 23 - 29)	30 0	0				0		0	0	822
CULTURE & RECREATION										
Library Services	31 2,789,570	46,000						2,835,570	2,674,123	2,421,050
Museum, Band and Theater	32							0	0	0
Parks	33 2,433,714	11,000						2,444,714	2,476,621	1,774,765
Recreation	34 2,214,222	27,120						2,241,342	2,168,088	1,784,367
Cemetery	35 600							600	600	600
Community Center, Zoo, & Marina	36 585,320							585,320	561,885	163,775
Other Culture and Recreation	37 2,980,021							2,980,021	2,980,785	2,314,591
TOTAL (lines 31 - 37)	38 11,003,447	84,120				0		11,087,567	10,862,102	8,459,148

EXPENDITURES SCHEDULE PAGE 2

City Name: ANKENY

Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39								0	0	0
Economic Development	40	392,551							392,551	460,621	346,138
Housing and Urban Renewal	41	23,707							23,707	33,454	8,208
Planning & Zoning	42	1,219,152							1,219,152	1,186,089	1,062,499
Other Com & Econ Development	43	1,032,176							1,032,176	1,023,021	883,501
TIF Rebates	44			2,804,559					2,804,559	2,565,008	1,974,910
TOTAL (lines 39 - 44)	45	2,667,586	0	2,804,559			0		5,472,145	5,268,193	4,275,256
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	1,667,374							1,667,374	1,348,967	1,212,559
Clerk, Treasurer, & Finance Adm.	47	1,142,587							1,142,587	1,033,517	924,664
Elections	48								0	0	0
Legal Services & City Attorney	49								0	0	0
City Hall & General Buildings	50	92,148							92,148	89,914	74,816
Tort Liability	51								0	0	0
Other General Government	52	2,626,740							2,626,740	2,443,764	2,176,409
TOTAL (lines 46 - 52)	53	5,528,849	0	0			0		5,528,849	4,916,162	4,388,448
DEBT SERVICE											
Gov Capital Projects	54				25,028,489				25,028,489	24,205,486	38,022,650
TIF Capital Projects	55					26,370,398			26,370,398	33,806,551	18,930,510
TOTAL CAPITAL PROJECTS	56					4,405,000			4,405,000	11,938,850	4,664,527
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	57	0	0	0		30,775,398	0		30,775,398	45,745,401	23,595,037
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility	59							26,354,093	26,354,093	13,932,571	11,315,337
Sewer Utility	60							9,475,151	9,475,151	14,184,223	8,847,594
Electric Utility	61								0	0	0
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	64								0	0	0
Transit	65								0	0	0
Cable TV, Internet & Telephone	66								0	0	0
Housing Authority	67								0	0	0
Storm Water Utility	68							1,194,213	1,194,213	1,224,231	810,867
Other Business Type (city hosp., ISF, parking, etc.)	69							3,823,958	3,823,958	3,514,388	2,976,282
Enterprise DEBT SERVICE	70							2,187,727	2,187,727	1,586,372	11,998,549
Enterprise CAPITAL PROJECTS	71							21,125,273	21,125,273	26,267,064	8,574,781
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							64,160,415	64,160,415	60,708,849	44,523,410
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	46,957,481	11,318,153	2,804,559	25,028,489	30,775,398	0	64,160,415	181,044,495	189,027,493	153,599,389
Regular Transfers Out	75	2,373,600	1,335,000					2,645,604	6,354,204	10,803,057	7,362,405
Internal TIF Loan / Repayment Transfers Out	76								7,558,249	7,221,702	7,033,641
Total ALL Transfers Out	77	2,373,600	1,335,000	7,558,249	0	0	0	2,645,604	13,912,453	18,024,759	14,396,046
Total Expenditures & Fund Transfers Out (lines 74+77)	78	49,331,081	12,653,153	10,362,808	25,028,489	30,775,398	0	66,806,019	194,956,948	207,052,252	167,995,435
Ending Fund Balance June 30	79	30,598,249	9,426,396	2,376,861	1,832,391	18,530,323	0	41,916,883	104,681,103	126,955,211	149,746,442

REVENUES DETAIL

City Name: ANKENY

Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1 29,552,316	2,558,395		15,054,041	0			47,164,752	45,079,675	42,223,372
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3 29,552,316	2,558,395		15,054,041	0			47,164,752	45,079,675	42,223,372
Delinquent Property Taxes	4							0	0	-3,375
TIF Revenues	5		10,338,833					10,338,833	9,902,142	9,119,331
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6 201,691	17,469		95,287	0			314,447	321,324	301,711
Utility franchise tax (Iowa Code Chapter 364.2)	7 1,635,000							1,635,000	1,635,000	1,850,629
Parimutuel wager tax	8							0	0	0
Gaming wager tax	9							0	0	0
Mobile Home Taxes	10 15,300	1,000		8,000				24,300	24,300	25,723
Hotel/Motel Taxes	11 1,982,000							1,982,000	1,924,000	1,527,170
Other Local Option Taxes	12							0	0	0
Subtotal - Other City Taxes (lines 6 thru 12)	13 3,833,991	18,469		103,287	0			3,955,747	3,904,624	3,705,233
Licenses & Permits	14 1,738,500						60000	1,798,500	2,258,500	2,917,976
Use of Money & Property	15 2,583,662	120,700	61,000	36,000	675,000		285,197	3,761,559	3,340,730	963,974
Intergovernmental:										
Federal Grants & Reimbursements	16 45,000				2,605,413			2,650,413	662,419	3,898,440
Road Use Taxes	17	8,825,310						8,825,310	8,723,480	9,052,931
Other State Grants & Reimbursements	18 642,044	53,099		304,464	1,672,500		1,350,000	4,022,107	3,260,520	4,811,307
Local Grants & Reimbursements	19 841,771	31,586			410,000			1,283,357	854,983	2,491,000
Subtotal - Intergovernmental (lines 16 thru 19)	20 1,528,815	8,909,995	0	304,464	4,687,913		1,350,000	16,781,187	13,501,402	20,253,678
Charges for Fees & Service:										
Water Utility	21						19,777,307	19,777,307	18,285,417	16,646,482
Sewer Utility	22						16,515,119	16,515,119	16,355,236	17,502,012
Electric Utility	23							0	0	0
Gas Utility	24							0	0	0
Parking	25							0	0	0
Airport	26							0	0	0
Landfill/Garbage	27							0	0	0
Hospital	28							0	0	0
Transit	29							0	0	0
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32						3,479,814	3,479,814	3,400,321	3,245,894
Other Fees & Charges for Service	33 5,372,906	23,000					2,721,000	8,116,906	8,134,663	8,359,007
Subtotal - Charges for Service (lines 21 thru 33)	34 5,372,906	23,000	0	0	0	0	42,493,240	47,889,146	46,175,837	45,753,395
Special Assessments	35							0	277,158	0
Miscellaneous	36 638,243	67,420			100,000		3,055,000	3,860,663	5,643,743	4,413,064
Other Financing Sources:										
Regular Operating Transfers In	37 3,136,000			1,970,954	1,230,000		17,250	6,354,204	10,803,057	7,362,405
Internal TIF Loan Transfers In	38			7,558,249				7,558,249	7,221,702	7,033,641
Subtotal ALL Operating Transfers In	39 3,136,000	0	0	9,529,203	1,230,000	0	17,250	13,912,453	18,024,759	14,396,046
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				16,875,000		6,345,000	23,220,000	36,152,451	36,273,039
Proceeds of Capital Asset Sales	41							0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42 3,136,000	0	0	9,529,203	18,105,000	0	6,362,250	37,132,453	54,177,210	50,669,085
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 48,384,433	11,697,979	10,399,833	25,026,995	23,567,913	0	53,605,687	172,682,840	184,261,021	180,015,733
Beginning Fund Balance July 1	44 31,544,897	10,381,570	2,339,836	1,833,885	25,737,808	0	55,117,215	126,955,211	149,746,442	137,726,144
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45 79,929,330	22,079,549	12,739,669	26,860,880	49,305,721	0	108,722,902	299,638,051	334,007,463	317,741,877

ADOPTED BUDGET SUMMARY

City Name: ANKENY

Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
Revenues & Other Financing Sources										
Taxes Levied on Property	1 29,552,316	2,558,395		15,054,041	0			47,164,752	45,079,675	42,223,372
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 29,552,316	2,558,395		15,054,041	0			47,164,752	45,079,675	42,223,372
Delinquent Property Taxes	4 0	0		0	0			0	0	-3,375
TIF Revenues	5		10,338,833					10,338,833	9,902,142	9,119,331
Other City Taxes	6 3,833,991	18,469		103,287	0			3,955,747	3,904,624	3,705,233
Licenses & Permits	7 1,738,500	0					60,000	1,798,500	2,258,500	2,917,976
Use of Money and Property	8 2,583,662	120,700	61,000	36,000	675,000	0	285,197	3,761,559	3,340,730	963,974
Intergovernmental	9 1,528,815	8,909,995	0	304,464	4,687,913		1,350,000	16,781,187	13,501,402	20,253,678
Charges for Fees & Service	10 5,372,906	23,000		0	0	0	42,493,240	47,889,146	46,175,837	45,753,395
Special Assessments	11 0	0		0	0		0	0	277,158	0
Miscellaneous	12 638,243	67,420		0	100,000	0	3,055,000	3,860,663	5,643,743	4,413,064
Sub-Total Revenues	13 45,248,433	11,697,979	10,399,833	15,497,792	5,462,913	0	47,243,437	135,550,387	130,083,811	129,346,648
Other Financing Sources:										
Total Transfers In	14 3,136,000	0	0	9,529,203	1,230,000	0	17,250	13,912,453	18,024,759	14,396,046
Proceeds of Debt	15 0	0	0	0	16,875,000		6,345,000	23,220,000	36,152,451	36,273,039
Proceeds of Capital Asset Sales	16 0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17 48,384,433	11,697,979	10,399,833	25,026,995	23,567,913	0	53,605,687	172,682,840	184,261,021	180,015,733
Expenditures & Other Financing Uses										
Public Safety	18 27,054,671	2,888,451	0			0		29,943,122	28,446,365	23,387,798
Public Works	19 702,928	8,345,582	0	0		0		9,048,510	8,874,935	6,946,820
Health and Social Services	20 0	0	0	0		0		0	0	822
Culture and Recreation	21 11,003,447	84,120	0			0		11,087,567	10,862,102	8,459,148
Community and Economic Development	22 2,667,586	0	2,804,559			0		5,472,145	5,268,193	4,275,256
General Government	23 5,528,849	0	0			0		5,528,849	4,916,162	4,388,448
Debt Service	24 0	0	0	25,028,489		0		25,028,489	24,205,486	38,022,650
Capital Projects	25 0	0	0	0	30,775,398	0		30,775,398	45,745,401	23,595,037
Total Government Activities Expenditures	26 46,957,481	11,318,153	2,804,559	25,028,489	30,775,398	0		116,884,080	128,318,644	109,075,979
Business Type Proprietary: Enterprise & ISF	27						64,160,415	64,160,415	60,708,849	44,523,410
Total Gov & Bus Type Expenditures	28 46,957,481	11,318,153	2,804,559	25,028,489	30,775,398	0	64,160,415	181,044,495	189,027,493	153,599,389
Total Transfers Out	29 2,373,600	1,335,000	7,558,249	0	0	0	2,645,604	13,912,453	18,024,759	14,396,046
Total ALL Expenditures/Fund Transfers Out	30 49,331,081	12,653,153	10,362,808	25,028,489	30,775,398	0	66,806,019	194,956,948	207,052,252	167,995,435
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -946,648	-955,174	37,025	-1,494	-7,207,485	0	-13,200,332	-22,274,108	-22,791,231	12,020,298
Beginning Fund Balance July 1	33 31,544,897	10,381,570	2,339,836	1,833,885	25,737,808	0	55,117,215	126,955,211	149,746,442	137,726,144
Ending Fund Balance June 30	34 30,598,249	9,426,396	2,376,861	1,832,391	18,530,323	0	41,916,883	104,681,103	126,955,211	149,746,442

LONG TERM DEBT SCHEDULE - LT DEBT1
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2014G General Obligation Refunding Capital Loan Notes	1 22,450,000	GO	2014-469	1,625,000	388,838	2,013,838	500	0	0	2,014,338
2015A General Obligation Bonds	2 7,750,000	GO	2015-237	775,000	32,394	807,394	500	0	390,681	417,213
2015B General Obligation Annual Appropriation Urban Renewal Bonds	3 2,200,000	GO	2015-239	280,000	7,000	287,000	500	0	287,000	500
2016A General Obligation Refunding Bonds	4 13,090,000	GO	2016-107	1,300,000	58,924	1,358,924	500	0	1,021,511	337,913
2016B General Obligation Bonds	5 13,000,000	GO	2016-173	880,000	54,200	934,200	500	0	403,500	531,200
2017A General Obligation Bonds	6 11,675,000	GO	2017-212	1,000,000	136,831	1,136,831	500	0	628,444	508,887
2017B Water Revenue Bonds	7 1,605,000	NON-GO	2017-214	135,000	27,469	162,469	500	0	162,969	0
2018A General Obligation Bonds	8 17,970,000	GO	2018-236	1,470,000	334,700	1,804,700	600	0	663,100	1,142,200
2018B Water Revenue Bonds	9 5,990,000	NON-GO	2018-238	365,000	155,081	520,081	600	0	520,681	0
2019A General Obligation Bonds	10 20,740,000	GO	2019-205	1,720,000	543,150	2,263,150	600	0	1,658,100	605,650
2019B Water Revenue Bonds	11 5,090,000	NON-GO	2019-207	290,000	161,700	451,700	600	0	452,300	0
2020A General Obligation Bonds	12 17,520,000	GO	2020-233	1,405,000	392,950	1,797,950	600	0	1,034,150	764,400
2020B Water Revenue Bonds	13 3,375,000	NON-GO	2020-235	205,000	72,025	277,025	600	0	277,625	0
2021A General Obligation Bonds	14 25,045,000	GO	2021-244	2,420,000	742,700	3,162,700	600	0	1,881,350	1,281,950
2021B Water Revenue Bonds	15 2,865,000	NON-GO	2021-179	123,000	45,973	168,973	6,567	0	175,540	0
2022A General Obligation Bonds	16 31,665,000	GO	2022-257	3,905,000	1,227,425	5,132,425	600	0	1,495,643	3,637,382
2023A Water Revenue Bonds	17 5,783,000	NON-GO		238,000	76,608	314,608	10,944	0	325,552	0
2023B General Obligation Bonds	18 15,200,000	GO	2023-141	3,595,000	727,777	4,322,777	600	0	65,724	4,257,653
2023C Water Revenue Bonds	19 14,603,000	NON-GO		0	292,871	292,871	0	0	292,871	0
Business Property Tax Credit	20	NON-GO				0			100,053	-100,053
Commercial and Industrial Replacement	21	NON-GO				0			204,411	-204,411
Interest Income	22	NON-GO				0			36,000	-36,000
Mobile Home Taxes	23	NON-GO				0			8,000	-8,000
Use of Cash Reserves	24	NON-GO				0			1,494	-1,494
	25	-				0				0
	26	-				0				0
	27	-				0				0
	28	-				0				0
	29	-				0				0
	30	-				0				0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT2
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paving Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0	0			0
	32	-				0	0			0
	33	-				0	0			0
	34	-				0	0			0
	35	-				0	0			0
	36	-				0	0			0
	37	-				0	0			0
	38	-				0	0			0
	39	-				0	0			0
	40	-				0	0			0
	41	-				0	0			0
	42	-				0	0			0
	43	-				0	0			0
	44	-				0	0			0
	45	-				0	0			0
	46	-				0	0			0
	47	-				0	0			0
	48	-				0	0			0
	49	-				0	0			0
	50	-				0	0			0
	51	-				0	0			0
	52	-				0	0			0
	53	-				0	0			0
	54	-				0	0			0
	55	-				0	0			0
	56	-				0	0			0
	57	-				0	0			0
	58	-				0	0			0
	59	-				0	0			0
	60	-				0	0			0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT3
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paving Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0				0
	62	-				0				0
	63	-				0				0
	64	-				0				0
	65	-				0				0
	66	-				0				0
	67	-				0				0
	68	-				0				0
	69	-				0				0
	70	-				0				0
	71	-				0				0
	72	-				0				0
	73	-				0				0
	74	-				0				0
	75	-				0				0
	76	-				0				0
	77	-				0				0
	78	-				0				0
	79	-				0				0
	80	-				0				0
	81	-				0				0
	82	-				0				0
	83	-				0				0
	84	-				0				0
	85	-				0				0
	86	-				0				0
	87	-				0				0
	88	-				0				0
	89	-				0				0
	90	-				0				0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT4
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-	-				0				0
	92	-	-				0				0
	93	-	-				0				0
	94	-	-				0				0
	95	-	-				0				0
	96	-	-				0				0
	97	-	-				0				0
	98	-	-				0				0
	99	-	-				0				0
	100	-	-				0				0
	101	-	-				0				0
	102	-	-				0				0
	103	-	-				0				0
	104	-	-				0				0
	105	-	-				0				0
	106	-	-				0				0
	107	-	-				0				0
	108	-	-				0				0
	109	-	-				0				0
	110	-	-				0				0
	111	-	-				0				0
	112	-	-				0				0
	113	-	-				0				0
	114	-	-				0				0
	115	-	-				0				0
	116	-	-				0				0
	117	-	-				0				0
	118	-	-				0				0
	119	-	-				0				0
	120	-	-				0				0
TOTALS					21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT5
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT6
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - LT DEBT7
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

LONG TERM DEBT SCHEDULE - GRAND TOTALS
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2024	Interest Due FY 2024	Total Obligation Due FY 2024	Bond Reg./ Paying Agent Fees Due FY 2024	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	20,375,000	4,646,889	25,021,889	6,600	0	9,529,203	15,499,286
NON GO - TOTAL	1,356,000	831,727	2,187,727	19,811	0	2,557,496	-349,958
GRAND - TOTAL	21,731,000	5,478,616	27,209,616	26,411	0	12,086,699	15,149,328

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2023 - June 30, 2024

City of: ANKENY

The City Council will conduct a public hearing on the proposed Budget at: Ankeny Kirkendall Public Library - Council Chambers Meeting Date: 4/3/2023 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	9.90000
--	---------

The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375
--	---------

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(515) 965-6400

City Clerk/Finance Officer's NAME
Jennifer Sease

		Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
Revenues & Other Financing Sources				
Taxes Levied on Property	1	47,164,752	45,079,675	42,223,372
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	47,164,752	45,079,675	42,223,372
Delinquent Property Taxes	4	0	0	-3,375
TIF Revenues	5	10,338,833	9,902,142	9,119,331
Other City Taxes	6	3,955,747	3,904,624	3,705,233
Licenses & Permits	7	1,798,500	2,258,500	2,917,976
Use of Money and Property	8	3,761,559	3,340,730	963,974
Intergovernmental	9	16,781,187	13,501,402	20,253,678
Charges for Fees & Service	10	47,889,146	46,175,837	45,753,395
Special Assessments	11	0	277,158	0
Miscellaneous	12	3,860,663	5,643,743	4,413,064
Other Financing Sources	13	23,220,000	36,152,451	36,273,039
Transfers In	14	13,912,453	18,024,759	14,396,046
Total Revenues and Other Sources	15	172,682,840	184,261,021	180,015,733
Expenditures & Other Financing Uses				
Public Safety	16	29,943,122	28,446,365	23,387,798
Public Works	17	9,048,510	8,874,935	6,946,820
Health and Social Services	18	0	0	822
Culture and Recreation	19	11,087,567	10,862,102	8,459,148
Community and Economic Development	20	5,472,145	5,268,193	4,275,256
General Government	21	5,528,849	4,916,162	4,388,448
Debt Service	22	25,028,489	24,205,486	38,022,650
Capital Projects	23	30,775,398	45,745,401	23,595,037
Total Government Activities Expenditures	24	116,884,080	128,318,644	109,075,979
Business Type / Enterprises	25	64,160,415	60,708,849	44,523,410
Total ALL Expenditures	26	181,044,495	189,027,493	153,599,389
Transfers Out	27	13,912,453	18,024,759	14,396,046
Total ALL Expenditures/Transfers Out	28	194,956,948	207,052,252	167,995,435
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-22,274,108	-22,791,231	12,020,298
Beginning Fund Balance July 1	30	126,955,211	149,746,442	137,726,144
Ending Fund Balance June 30	31	104,681,103	126,955,211	149,746,442



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:
Become the Employer of Choice

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Personnel Changes

EXECUTIVE SUMMARY:

The recommended personnel changes include the following:

Exhibit A - approves the FY 2023 personnel changes, which includes the addition and elimination of permanent positions and authorizes 352.14 FTE.

Exhibit B - approves the FY 2024 personnel changes, which includes the addition and promotion of permanent positions and authorizes 361.14 FTE.

Exhibit C - approves the FY 2024 pay plans.

Exhibit D - approves the pay plan policies and procedures.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving resolution authorizing personnel changes approved in the Fiscal Year 2023 Budget Amendment and Fiscal Year 2024 Budget.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing personnel changes approved in the Fiscal Year 2023 Budget Amendment and Fiscal Year 2024 Budget.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Exhibit A
 Exhibit B
 Exhibit C
 Exhibit D

RESOLUTION

A RESOLUTION AUTHORIZING PERSONNEL CHANGES APPROVED IN THE FISCAL YEAR 2023 BUDGET AMENDMENT AND FISCAL YEAR 2024 BUDGET

WHEREAS, the City Council of the City of Ankeny, Iowa, has reviewed and approved the Fiscal Year 2023 Budget Amendment and Fiscal Year 2024 Budget; and

WHEREAS, the City Manager has recommended personnel changes which have been included in the operating budget for Fiscal Year 2023 and 2024; and

WHEREAS, the City Council has reviewed the proposed changes and determined it to be in the best interest of the City to approve the personnel changes; and

WHEREAS, the City Council desires to establish by resolution the personnel changes for Fiscal Year 2023 and 2024.

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

1. The City Council hereby adopts and authorizes the personnel changes in Fiscal Year 2023, as shown on the attached Exhibit A.
2. The City Council hereby adopts and authorizes the personnel changes in Fiscal Year 2024, as shown on the attached Exhibit B.
3. The City Council hereby adopts and authorizes the Fiscal Year 2024 pay plans as shown on the attached Exhibit C
4. The City Council hereby adopts and authorizes the pay plan policies and procedures as shown on the attached Exhibit D.

Passed and approved the 3rd day of April, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Exhibit A

**City of Ankeny
Personnel Changes
Fiscal Year 2023**

Addition of Permanent Positions

0.33 Full-Time Equivalents (FTE) – Total Added Permanent Positions

Position	Grade	FTE	FT/PT	Budget Activity
Seasonal Laborer (4 months)	SL2	0.33	PT	Prairie Ridge Sports Complex

Elimination of Permanent Positions

6.97 Full-Time Equivalents (FTE) – Total Eliminated Permanent Positions

Position	Grade	FTE	PT/PT	Budget Activity
Adult Services Librarian	N10	1.00	FT	Library
Digital Marketing Specialist	N12	1.00	FT	Communications
Recreation Coordinator	N09	1.00	FT	Recreation
Engineering Technician II	N12	1.00	FT	Development Engineering
IT Technician	N11	1.00	FT	Information Technology
Firefighter/Paramedic	F11	1.00	PT	Emergency Medical Services
Records Clerk	N06	0.60	PT	City Clerk
Accounting Clerk	N07	0.37	PT	Finance

Total of 352.14 Full-Time Equivalents (FTE) Authorized for FY 2023
Decrease of 6.64 FTE

Exhibit B

**City of Ankeny
Personnel Changes
Fiscal Year 2024**

Addition of Permanent Positions

9.00 Full-Time Equivalents (FTE) – Total Added Permanent Positions

Position	Grade	FTE	PT/PT	Budget Activity
Police Officer – 07/01/23	PO	1.00	FT	Police Operations
Police Sergeant – 07/01/23	PS	1.00	FT	Police Operations
Firefighter/Paramedic – 10/01/23	F11	3.00	FT	Emergency Medical Services
Equipment Operator – 07/01/23	A07	1.00	FT	Roadway Maintenance
Utilities Supervisor – Water – 07/01/23	N14	1.00	FT	Water Maintenance
Utilities Supervisor – Wastewater – 07/01/23	N14	1.00	FT	Sewer Maintenance
Fleet Technician – 07/01/23	A09	1.00	FT	Central Garage

Promotion of Permanent Positions

No Change in Full-Time Equivalents (FTE)

Current Position	Grade	FT/PT	Proposed Position	Grade	FT/PT	Budget Activity
Code Enforcement Officer I	N11	FT	Code Enforcement Officer II	N12	FT	Code Enforcement
Combination Inspector I	N11	FT	Combination Inspector II	N12	FT	Code Enforcement

**Total of 361.14 Full-Time Equivalents (FTE) Authorized for FY 2024
Increase of 9.00 FTE**

Exhibit C
Pay Scales – Non-Union

Approved FY2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N01	38,476	40,400	42,420	44,541	45,876	47,253	48,672	50,132	51,636
Hourly	18.498	19.423	20.394	21.414	22.056	22.718	23.400	24.102	24.825
Bi-Weekly	1,479.85	1,553.85	1,631.54	1,713.12	1,764.46	1,817.42	1,872.00	1,928.15	1,986.00
N02	40,783	42,821	44,961	47,210	48,626	50,084	51,586	53,134	54,727
Hourly	19.607	20.587	21.616	22.697	23.378	24.079	24.801	25.545	26.311
Bi-Weekly	1,568.58	1,646.96	1,729.27	1,815.77	1,870.23	1,926.31	1,984.08	2,043.62	2,104.88
N03	43,231	45,392	47,661	50,045	51,547	53,092	54,685	56,326	58,015
Hourly	20.784	21.823	22.914	24.060	24.782	25.525	26.291	27.080	27.892
Bi-Weekly	1,662.73	1,745.85	1,833.12	1,924.81	1,982.58	2,042.00	2,103.27	2,166.38	2,231.35
N04	45,827	48,119	50,525	53,052	54,644	56,283	57,972	59,711	61,501
Hourly	22.032	23.134	24.291	25.506	26.271	27.059	27.871	28.707	29.568
Bi-Weekly	1,762.58	1,850.73	1,943.27	2,040.46	2,101.69	2,164.73	2,229.69	2,296.58	2,365.42
N05	48,572	51,002	53,552	56,229	57,916	59,652	61,441	63,284	65,183
Hourly	23.352	24.520	25.746	27.033	27.844	28.679	29.539	30.425	31.338
Bi-Weekly	1,868.15	1,961.62	2,059.69	2,162.65	2,227.54	2,294.31	2,363.12	2,434.00	2,507.04
N06	51,488	54,063	56,767	59,607	61,395	63,238	65,135	67,088	69,102
Hourly	24.754	25.992	27.292	28.657	29.517	30.403	31.315	32.254	33.222
Bi-Weekly	1,980.31	2,079.35	2,183.35	2,292.58	2,361.35	2,432.23	2,505.19	2,580.31	2,657.77
N07	54,577	57,306	60,172	63,180	65,075	67,028	69,039	71,111	73,245
Hourly	26.239	27.551	28.929	30.375	31.286	32.225	33.192	34.188	35.214
Bi-Weekly	2,099.12	2,204.08	2,314.31	2,430.00	2,502.88	2,578.00	2,655.35	2,735.04	2,817.12
N08	57,853	60,746	63,783	66,972	68,981	71,051	73,183	75,379	77,640
Hourly	27.814	29.205	30.665	32.198	33.164	34.159	35.184	36.240	37.327
Bi-Weekly	2,225.12	2,336.38	2,453.19	2,575.85	2,653.12	2,732.73	2,814.73	2,899.19	2,986.15
N09	61,325	64,391	67,610	70,990	73,120	75,315	77,574	79,901	82,297
Hourly	29.483	30.957	32.505	34.130	35.154	36.209	37.295	38.414	39.566
Bi-Weekly	2,358.65	2,476.58	2,600.38	2,730.38	2,812.31	2,896.73	2,983.62	3,073.12	3,165.27
N10	65,004	68,255	71,668	75,252	77,509	79,835	82,229	84,696	87,237
Hourly	31.252	32.815	34.456	36.179	37.264	38.382	39.533	40.719	41.941
Bi-Weekly	2,500.15	2,625.19	2,756.46	2,894.31	2,981.12	3,070.58	3,162.65	3,257.54	3,355.27
N11	68,904	72,349	75,966	79,764	82,156	84,621	87,158	89,773	92,466
Hourly	33.127	34.783	36.522	38.348	39.498	40.683	41.903	43.160	44.455
Bi-Weekly	2,650.15	2,782.65	2,921.77	3,067.85	3,159.85	3,254.65	3,352.23	3,452.81	3,556.38
N12	73,039	76,692	80,527	84,554	87,092	89,704	92,396	95,168	98,024
Hourly	35.115	36.871	38.715	40.651	41.871	43.127	44.421	45.754	47.127
Bi-Weekly	2,809.19	2,949.69	3,097.19	3,252.08	3,349.69	3,450.15	3,553.69	3,660.31	3,770.15
N13	77,420	81,291	85,355	89,623	92,312	95,081	97,933	100,870	103,896
Hourly	37.221	39.082	41.036	43.088	44.381	45.712	47.083	48.495	49.950
Bi-Weekly	2,977.69	3,126.58	3,282.88	3,447.04	3,550.46	3,656.96	3,766.65	3,879.62	3,996.00
N14	82,064	86,168	90,476	95,000	97,849	100,784	103,809	106,922	110,130
Hourly	39.454	41.427	43.498	45.673	47.043	48.454	49.908	51.405	52.947
Bi-Weekly	3,156.31	3,314.15	3,479.85	3,653.85	3,763.42	3,876.31	3,992.65	4,112.38	4,235.77

Pay Scales – Non-Union (continued)

N15	86,988	91,337	95,905	100,699	103,719	106,831	110,036	113,337	116,738
Hourly	41.821	43.912	46.108	48.413	49.865	51.361	52.902	54.489	56.124
Bi-Weekly	3,345.69	3,512.96	3,688.65	3,873.04	3,989.19	4,108.88	4,232.15	4,359.12	4,489.92
N16	92,208	96,820	101,660	106,744	109,947	113,246	116,642	120,141	123,745
Hourly	44.331	46.548	48.875	51.319	52.859	54.445	56.078	57.760	59.493
Bi-Weekly	3,546.46	3,723.85	3,910.00	4,105.54	4,228.73	4,355.62	4,486.23	4,620.81	4,759.42
N17	97,741	102,629	107,761	113,148	116,542	120,039	123,639	127,348	131,169
Hourly	46.991	49.341	51.808	54.398	56.030	57.711	59.442	61.225	63.062
Bi-Weekly	3,759.27	3,947.27	4,144.65	4,351.85	4,482.38	4,616.88	4,755.35	4,898.00	5,044.96
N18	103,607	108,788	114,227	119,939	123,537	127,244	131,061	134,992	139,042
Hourly	49.811	52.302	54.917	57.663	59.393	61.175	63.010	64.900	66.847
Bi-Weekly	3,984.88	4,184.15	4,393.35	4,613.04	4,751.42	4,894.00	5,040.81	5,192.00	5,347.77
N19	109,820	115,311	121,077	127,132	130,946	134,876	138,921	143,089	147,383
Hourly	52.798	55.438	58.210	61.121	62.955	64.844	66.789	68.793	70.857
Bi-Weekly	4,223.85	4,435.04	4,656.81	4,889.69	5,036.38	5,187.54	5,343.12	5,503.42	5,668.58
N20	116,411	122,231	128,342	134,759	138,803	142,967	147,256	151,674	156,225
Hourly	55.967	58.765	61.703	64.788	66.732	68.734	70.796	72.920	75.108
Bi-Weekly	4,477.35	4,701.19	4,936.23	5,183.04	5,338.58	5,498.73	5,663.69	5,833.62	6,008.65

Grade	Department	Job Title
N04	City Clerk's Office	Administrative Clerk
N04	Finance/Utilities	Administrative Clerk
N04	Community Development	Administrative Clerk
N04	Fire	Administrative Clerk
N04	Parks and Recreation	Administrative Clerk
N04	Library	Library Associate
N05	Parks and Recreation	Recreation Specialist
N06	Finance	Customer Service Representative – Utilities
N06	Community Development	Permits Clerk
N06	Police	Police Records Clerk
N06	City Clerk's Office	Records Clerk
N07	Finance	Accounting Clerk
N07	Economic Development	Administrative Assistant
N07	Parks and Recreation	Administrative Assistant
N07	Community Development	Administrative Assistant
N07	Police	Administrative Assistant
N07	Public Works	Administrative Assistant
N07	Human Resources	Human Resources Coordinator
N08	Police	Community Service Officer
N08	Community Development	Permits Technician
N09	City Clerk's Office	Deputy City Clerk
N09	Human Resources	Human Resources Specialist
N09	Finance	Purchasing Coordinator
N09	Parks and Recreation	Recreation Coordinator
N10	Police	Criminal Intelligence Analyst
N10	Finance	Accountant
N10	Library	Children's Librarian
N10	Library	Teen Librarian
N10	Library	Adult Services Librarian
N10	Library	Collection Development Librarian
N10	Community Development	Planner
N10	Municipal Utilities	GIS Technician
N10	Municipal Utilities	Utility Permit Specialist

N11	Police	Civilian Supervisor
N11	Community Development	Permits Supervisor
N11	Community Development	Code Enforcement Officer I
N11	Community Development	Combination Inspector I
N11	Finance	Customer Service Supervisor – Utilities
N11	Public Works/Utilities	Engineering Technician I
N11	Parks and Recreation	Food and Beverage Manager
N11	IT	IT Technician
N11	Fire	Office Manager
N11	Parks and Recreation	Recreation Supervisor
N11	IT	GIS Specialist
N11	Police	Evidence Assistant
N12	Community Development	Associate Planner
N12	Public Works/Utilities	Civil Engineer I
N12	Community Development	Code Enforcement Officer II
N12	Community Development	Combination Inspector II
N12	Communications	Communications Specialist
N12	Communications	Digital Marketing Specialist
N12	City Manager's Office	Budget Analyst
N12	Public Works/Utilities	Engineering Technician II
N12	IT	GIS Coordinator
N12	Library	Public Services Manager
N12	Library	Circulation Manager
N12	Municipal Utilities	Utility Coordinator
N13	Public Works	Storm Water Coordinator
N13	Community Development	Building Inspections Supervisor
N13	Community Development	Code Enforcement Supervisor
N13	Public Works/Utilities	Engineering Technician III
N13	Public Works	Engineering Traffic Specialist
N13	Parks and Recreation	Golf Course Superintendent
N13	Parks and Recreation	Head Golf Professional
N13	Community Development	Plans Examiner
N13	Police	Police Technician
N13	Parks and Recreation	Sports Facilities Superintendent
N13	Parks and Recreation	Facilities Maintenance Superintendent
N13	City Manager's Office	Assistant to the City Manager
N13	City Manager's Office	Airport Manager
N13	Community Development	Senior Planner
N14	Public Works	Fleet Supervisor
N14	Public Works	Street Supervisor
N14	Municipal Utilities	Utilities Supervisor – Wastewater
N14	Municipal Utilities	Utilities Supervisor – Water
N15	IT	Network Management Specialist
N16	Public Works/Utilities	Civil Engineer II
N16	Parks and Recreation	Recreation Superintendent
N16	Municipal Utilities	Utilities Superintendent – Wastewater
N16	Municipal Utilities	Utilities Superintendent – Water
N17	Parks and Recreation	Parks and Facilities Administrator
N18	Community Development	Chief Building Official
N18	Municipal Utilities	Engineering Manager; Development Engineering Manager
N18	Public Works	Storm Water and Environmental Manager
N18	Public Works	Operations Manager – Public Works
N18	Public Works	Traffic Engineering Manager
N18	Community Development	Planning Manager
N20	Public Works	City Engineer

Pay Scales – Management

Approved FY2024	Minimum	Midpoint	Maximum
MG1	97,741	114,456	131,169
Hourly	46.991	55.027	63.062
Bi-Weekly	3,759.27	4,402.15	5,044.96
MG2	116,411	136,319	156,225
Hourly	55.967	65.538	75.108
Bi-Weekly	4,477.35	5,243.04	6,008.65
MG3	123,396	144,498	165,597
Hourly	59.325	69.470	79.614
Bi-Weekly	4,746.00	5,557.62	6,369.12
MG4	130,799	153,165	175,529
Hourly	62.884	73.637	84.389
Bi-Weekly	5,030.73	5,890.96	6,751.12
MG5	138,644	162,352	186,060
Hourly	66.656	78.054	89.452
Bi-Weekly	5,332.46	6,244.31	7,156.15
MGR	237,692	-	-
Hourly	114.275	-	-
Bi-Weekly	9,142.00	-	-

Grade	Department	Job Title
MG1	City Clerk's Office	City Clerk
MG1	Communications	Communications Director
MG1	Finance	Finance Officer
MG2	Human Resources	Human Resources Director
MG2	IT	IT Director
MG2	Library	Library Director
MG2	Parks and Recreation	Parks and Recreation Director
MG3	Economic Development	Economic Development Director
MG4	Community Development	Community Development Director
MG4	City Manager's Office	Administrative Services Director
MG4	Police	Chief of Police
MG4	Fire	Fire Chief
MG4	Municipal Utilities	Municipal Utilities Director
MG4	Public Works	Public Works Director
MG5	City Manager's Office	Assistant City Manager
MGR	City Manager's Office	City Manager

Pay Scales – AFSCME Union

Approved FY2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A06	51,621	54,203	56,913	59,758	61,551	63,398
Hourly	24.818	26.059	27.362	28.730	29.592	30.480
Bi-Weekly	1,985.42	2,084.73	2,188.96	2,298.38	2,367.35	2,438.38
A07	54,492	57,217	60,077	63,080	64,973	66,922
Hourly	26.198	27.508	28.883	30.327	31.237	32.174
Bi-Weekly	2,095.85	2,200.65	2,310.65	2,426.15	2,498.96	2,573.92
A08	57,356	60,224	63,236	66,398	68,390	70,441
Hourly	27.575	28.954	30.402	31.922	32.880	33.866
Bi-Weekly	2,206.00	2,316.31	2,432.15	2,553.77	2,630.38	2,709.27
A09	60,216	63,228	66,389	69,709	71,800	73,954
Hourly	28.950	30.398	31.918	33.514	34.519	35.555
Bi-Weekly	2,316.00	2,431.85	2,553.42	2,681.12	2,761.54	2,844.38
A10	63,084	66,238	69,549	73,027	75,217	77,474
Hourly	30.329	31.845	33.437	35.109	36.162	37.247
Bi-Weekly	2,426.31	2,547.62	2,674.96	2,808.73	2,892.96	2,979.77
A11	65,946	69,243	72,706	76,342	78,632	80,991
Hourly	31.705	33.290	34.955	36.703	37.804	38.938
Bi-Weekly	2,536.38	2,663.19	2,796.38	2,936.23	3,024.31	3,115.04
A13	72,290	75,905	79,701	83,687	86,197	88,783
Hourly	34.755	36.493	38.318	40.234	41.441	42.684
Bi-Weekly	2,780.38	2,919.42	3,065.42	3,218.73	3,315.27	3,414.73

Grade	Department	Job Title
A06	Municipal Utilities	Utilities Operator Assistant
A07	Parks and Recreation	Groundskeeper
A07	Parks and Recreation	Park Maintenance Technician I
A07	Public Works	Equipment Operator
A07	Parks and Recreation	Facilities Maintenance Technician
A08	Municipal Utilities	Utilities Operator I
A09	Parks and Recreation	Park Maintenance Technician II
A09	Parks and Recreation	Groundskeeper II
A09	Parks and Recreation	Mechanic – Golf Course
A09	Public Works	Fleet Technician
A09	Public Works	Traffic Technician
A10	Municipal Utilities	Utilities Operator II
A11	Municipal Utilities	Utilities Operator III
A11	Parks and Recreation	Lead Park Maintenance Technician
A11	Public Works	Lead Equipment Operator
A11	Public Works	Lead Fleet Technician
A13	Municipal Utilities	Utilities Operator IV
A13	Public Works	Lead Traffic Technician

Pay Scales – Teamsters Police Department Union

Annual salary estimate based on working 2,053 hours per year.

Approved FY2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PON	59,543								
Hourly	29.003								
Bi-Weekly	2,290.12								
PO	66,160	69,467	72,941	76,587	78,884	81,252	83,688	86,199	88,786
Hourly	32.226	33.837	35.529	37.305	38.424	39.577	40.764	41.987	43.247
Bi-Weekly	2,544.62	2,671.81	2,805.42	2,945.65	3,034.00	3,125.08	3,218.77	3,315.35	3,414.85

Grade	Department	Job Title
PON	Police	Police Officer Recruit
PO	Police	Police Officer

Pay Scales – Police Department Command Staff

Approved FY2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
PS8	92,986	97,635	102,517	107,642	110,872	114,198		
Hourly	44.705	46.940	49.287	51.751	53.304	54.903		
Bi-Weekly	3,576.38	3,755.19	3,942.96	4,140.08	4,264.31	4,392.23		
PS *	91,779	96,368	101,186	106,245	109,433	112,716		
Hourly	44.705	46.940	49.287	51.751	53.304	54.903		
Bi-Weekly	3,529.96	3,706.46	3,891.77	4,086.35	4,208.96	4,335.23		
PL	95,676	100,460	105,483	110,758	114,080	117,501	121,027	124,659
Hourly	45.998	48.298	50.713	53.249	54.846	56.491	58.186	59.932
Bi-Weekly	3,679.85	3,863.85	4,057.04	4,259.92	4,387.69	4,519.27	4,654.88	4,794.58
PC	109,142	114,600	120,330	126,348	130,137	134,041	138,062	142,203
Hourly	52.472	55.096	57.851	60.744	62.566	64.443	66.376	68.367
Bi-Weekly	4,197.77	4,407.69	4,628.08	4,859.54	5,005.27	5,155.42	5,310.08	5,469.35

* Annual salary estimate based on working 2,053 hours per year.

Grade	Department	Job Title
PS8	Police	Police Sergeant (8-hour)
PS	Police	Police Sergeant (9-hour)
PL	Police	Police Lieutenant
PC	Police	Police Captain

Pay Scales – Fire Department Union and Part-Time Non-Union Duty Crew

Annual salary estimate based on working 2,912 hours per year.

Approved FY2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
F08	52,640	55,273	58,036	60,939	62,768	64,652	66,592	68,589	70,648
Hourly *	18.077	18.981	19.930	20.927	21.555	22.202	22.868	23.554	24.261
Bi-Weekly	2,024.62	2,125.88	2,232.15	2,343.81	2,414.15	2,486.62	2,561.23	2,638.04	2,717.23
F09	58,488	61,411	64,480	67,704	69,737	71,827	73,982	76,201	78,487
Hourly	20.085	21.089	22.143	23.250	23.948	24.666	25.406	26.168	26.953
Bi-Weekly	2,249.54	2,361.96	2,480.00	2,604.00	2,682.19	2,762.58	2,845.46	2,930.81	3,018.73
F10	64,338	67,555	70,933	74,480	76,714	79,014	81,385	83,825	
Hourly	22.094	23.199	24.359	25.577	26.344	27.134	27.948	28.786	
Bi-Weekly	2,474.54	2,598.27	2,728.19	2,864.62	2,950.54	3,039.00	3,130.19	3,224.04	
F11	65,715	69,000	72,451	76,073	78,356	80,706	83,126	85,619	88,187
Hourly	22.567	23.695	24.880	26.124	26.908	27.715	28.546	29.402	30.284
Bi-Weekly	2,527.50	2,653.85	2,786.58	2,925.88	3,013.69	3,104.08	3,197.15	3,293.04	3,391.81
F12	72,285	75,898	79,693	83,676	86,186	88,772	91,437	94,180	
Hourly	24.823	26.064	27.367	28.735	29.597	30.485	31.400	32.342	
Bi-Weekly	2,780.19	2,919.15	3,065.12	3,218.31	3,314.85	3,414.31	3,516.81	3,622.31	
LE8	75,914	79,710	83,695	87,880	90,517	93,234	96,032		
Hourly	36.497	38.322	40.238	42.250	43.518	44.824	46.169		
Bi-Weekly	2,919.77	3,065.77	3,219.04	3,380.00	3,481.42	3,585.92	3,693.54		
F14	75,913	79,707	83,694	87,878	90,514	93,228	96,023		
Hourly	26.069	27.372	28.741	30.178	31.083	32.015	32.975		
Bi-Weekly	2,919.73	3,065.65	3,219.00	3,379.92	3,481.31	3,585.69	3,693.19		
LP8	78,433	82,353	86,472	90,796	93,521	96,327	99,216		
Hourly	37.708	39.593	41.573	43.652	44.962	46.311	47.700		
Bi-Weekly	3,016.65	3,167.42	3,325.85	3,492.15	3,596.96	3,704.88	3,816.00		
F15	78,435	82,357	86,475	90,799	93,522	96,326	99,215		
Hourly	26.935	28.282	29.696	31.181	32.116	33.079	34.071		
Bi-Weekly	3,016.73	3,167.58	3,325.96	3,492.27	3,597.00	3,704.85	3,815.96		

* Rate for Part-Time (Non-Union) Recruit. Employee will be moved off of recruit status when clearance program is passed and FFI and EMT certifications are obtained. All other Part-Time (Non-Union) Duty Crew positions follow the Union Contract pay scales (F09 – F15 above) for like positions.

Grade	Department	Job Title
F08	Fire	EMT only (part-time only)
F08	Fire	Firefighter recruit (part-time only)
F09	Fire	Firefighter EMT
F10	Fire	Paramedic only (part-time only)
F10	Fire	Fire Engineer EMT
F11	Fire	Firefighter Paramedic
F12	Fire	Fire Engineer Paramedic
F14	Fire	Fire Lieutenant EMT
LE8	Fire	Fire Lieutenant EMT (8-hour shift) – CRR
F15	Fire	Fire Lieutenant Paramedic
LP8	Fire	Fire Lieutenant Paramedic (8-hour shift) – CRR
F15	Fire	Public Education Coordinator (part-time only)

Pay Scales – Fire Department Command Staff

Approved FY2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
BC	88,787	93,228	97,890	102,785	105,869	109,046		
Hourly	30.490	32.015	33.616	35.297	36.356	37.447		
Bi-Weekly	3,414.88	3,585.69	3,765.00	3,953.27	4,071.88	4,194.08		
DIV	97,854	102,746	107,883	113,277	116,676	120,176	123,781	
Hourly	47.045	49.397	51.867	54.460	56.094	57.777	59.510	
Bi-Weekly	3,763.62	3,951.77	4,149.35	4,356.81	4,487.54	4,622.15	4,760.81	
DC	106,922	112,268	117,882	123,777	127,489	131,315	135,254	139,312
Hourly	51.405	53.975	56.674	59.508	61.293	63.132	65.026	66.977
Bi-Weekly	4,112.38	4,318.00	4,533.92	4,760.65	4,903.42	5,050.58	5,202.08	5,358.15

Grade	Department	Job Title
BC	Fire	Fire Battalion Chief; PT Fire Captain
DIV	Fire	Fire Division Chief – Community Risk Reduction
DIV	Fire	Fire Division Chief – Training & Safety
DC	Fire	Fire Deputy Chief – EMS
DC	Fire	Fire Deputy Chief – Fire

Pay Scales – Seasonal

Approved FY2024	Step 1	Step 2	Step 3	Step 4	Step 5	
REC1	11.25	11.75	12.25	12.75	13.25	Gym Supervisor, Program Assistant
REC2	12.25	12.75	13.25	13.75	14.25	Non-Certified Program Instructor
REC3	11.75	12.25	12.75	13.25	13.75	Non-Certified Official (Tots-1st grade)
REC4	13.75	14.25	14.75	15.25	15.75	Non-Certified Official II (2nd grade-7th grade)
REC5	14.75	15.25	15.75	16.25	16.75	Certified Program Instructor, Senior Comm Center Attendant
REC6	16.75	17.25	17.75	18.25	18.75	Certified Official
HWK1	13.25	13.75	14.25	14.75	15.25	Hawkeye Park Concessions
AQU1	11.25	11.75	12.25	12.75	13.25	Aquatic Admissions/Concessions
AQU2	12.00	12.50	13.00	13.50	14.00	Aquatic Water Slide Attendant
AQU3	13.00	13.50	14.00	14.50	15.00	Aquatic Maintenance
AQU4	14.50	15.00	15.50	16.00	16.50	Aquatic Life Guard, Admissions/Concessions Lead
AQU5	16.50	17.00	17.50	18.00	18.50	Aquatic Safety Instructor
AQU6	17.50	18.00	18.50	19.00	19.50	Aquatic Head Guard
AQU7	18.00	18.50	19.00	19.50	20.00	Aquatic Lesson Coordinator
AQU8	20.75	21.25	21.75	22.25	22.75	Aquatic Center Manager
AQU9	18.25	18.75	19.25	19.75	20.25	Aquatic Private Lesson Instructor
OC1	6.25	6.75	7.25	7.75	8.25	Tin Cup/Beverage Cart (plus tips)
OC2	11.00	11.50	12.00	12.50	13.00	Clubhouse Services
OC3	11.25	11.75	12.25	12.75	13.25	Banquet Bartender
OC4	11.75	12.25	12.75	13.25	13.75	Starter Supervisor
OC5	16.00	16.50	17.00	17.50	18.00	Tin Cup Cook
OC6	13.00	13.50	14.00	14.50	15.00	Banquet Server
OC7	14.50	15.00	15.50	16.00	16.50	Pro Shop Associate
OC8	18.00	18.50	19.00	19.50	20.00	Banquet Cook
OC9	21.75	22.25	22.75	23.25	23.75	Asst Food & Beverage Manager, Asst Pro Shop Manager, Asst Greenskeeper
SL1	13.50	14.00	14.50	15.00	15.50	Summer Seasonal Labor-Sports Complex (nights and weekends)
SL2	18.00	18.50	19.00	19.50	20.00	3-10 Month Laborers; 10-month Utility Locator
INT	17.00	-	-	-	-	Interns
INE	19.00	-	-	-	-	Intern-Engineering

* Step movement is based on returning from season to season

* Seasonal pay scales effective March 27, 2023

Exhibit D

Pay Plan

Policies and Procedures

- All new employees will be placed on the grade assigned for the position hired and be placed on the first step unless otherwise approved in a collective bargaining agreement. A new employee may be hired at a rate up to and including the midpoint of the pay grade for such reasons as market conditions or the employee's experience exceeds stated requirements, if approved by the Human Resources Director. Any request to hire above the midpoint must be approved by the City Manager.
- All step increases will occur on the pay period in which July 1 falls. Employees are eligible for a step increase upon a satisfactory performance evaluation. New employees hired between July 1 and January 1 are eligible for a step increase on July 1. New employees hired after January 1 are not eligible for a step increase the next July 1 unless special arrangements were approved at the time of hire. Employees receiving a promotional increase mid-year are still eligible for the July 1 step increase.
- Newly created positions will be evaluated by the Human Resources Director using a standard job evaluation method so that the classification and appropriate pay grade can be determined.
- An employee who is promoted from a classification in one grade to a classification in a higher pay grade shall receive at least the minimum rate of the new salary grade range or be placed on the step that would give a salary increase of up to 10%, whichever is greater.
- An employee in a position that has been reclassified from one salary grade to a higher salary grade shall be placed in the new grade at the range minimum. If the employee's salary is above the new range minimum, the employee shall be placed on a step in the new grade closest to, but not lower than, the rate the employee was receiving prior to the reclassification.
- An employee in a position which has been reclassified from one salary grade to a lower salary grade shall be placed on a step in the new grade closest to, but not lower than, the rate the employee was receiving prior to the reclassification. If the employee's salary at the time of the reclassification exceeds the new range maximum, the employee shall retain his/her present salary, and such employee shall not be eligible for further increases until his/her salary is again within the new salary range.
- An employee who transfers from one classification to another classification in the same pay grade shall receive no salary adjustment. This includes moving from part-time to full-time status.

- An employee accepting a voluntary demotion from a classification in one salary grade to a classification in a lower salary grade shall be placed in the new salary grade on the step closest to, but not lower than, his/her current pay. If the employee's salary at the time of the demotion exceeds the new range maximum, the employee's salary shall be adjusted to the new maximum.
- An employee who is demoted from a classification in one salary grade to a classification in a lower salary grade for non-performance reasons shall be placed in the new salary grade on the step closest to, but not lower than, the rate the employee was receiving when the demotion occurred. If the employee's salary at the time of the demotion exceeds the new range maximum, the employee shall retain his/her present salary and such employee shall not be eligible for further increases until his/her salary is again within the salary range for the new position.
- An employee who is demoted from a classification in one salary grade to a classification in a lower salary grade for performance reasons shall be placed in the new salary grade at the step where the employee would receive at least a 5% decrease in salary. If the employee's salary at the time of the demotion exceeds the new range maximum, the employee's salary shall be adjusted to the new pay range maximum, or at the step where the employee would receive at least a 5% decrease.
- The pay plan may be adjusted annually based on the market or a cost of living adjustment. (A published salary adjustment structure survey may be used.)



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:
No Review Required

SUBJECT:
FY 2024 Hotel/Motel Tax Distribution

EXECUTIVE SUMMARY:
The attached Hotel/Motel Tax Distribution Schedule establishes the City Council's distribution plan for Fiscal Year 2024.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:
Recommend approving resolution establishing the hotel/motel tax distribution for Fiscal Year 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
The hotel/motel tax fund was reviewed at the City Council Budget Workshop on February 27, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION establishing the hotel/motel tax distribution for Fiscal Year 2024.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Hotel/Motel Tax Distribution Schedule

RESOLUTION

A RESOLUTION ESTABLISHING THE HOTEL/MOTEL TAX DISTRIBUTION FOR FISCAL YEAR 2024

WHEREAS, the City Council of the City of Ankeny, Iowa, has reviewed and approved the operating budget for Fiscal Year 2024; and

WHEREAS, hotel/motel tax receipts are required to be expended in accordance with the laws of the State of Iowa; and

WHEREAS, the City Council has reviewed all commitments, uses and organizational needs for the distribution of such hotel/motel tax receipts; and

WHEREAS, the City Council has determined its priorities for the use of such hotel/motel tax receipts; and

WHEREAS, the City Council desires to establish by resolution the distribution of such funds to each commitment, use and organizational need.

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

1. The attached “Hotel/Motel Tax Distribution Schedule” shall be and is hereby adopted as the City Council’s distribution plan for Fiscal Year 2024.

Passed and approved the 3rd day of April, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Hotel/Motel Tax Distribution Schedule

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Revised	2023-24 Budget
Revenue						
Balance Forward	\$ 236,944	\$ 410,579	\$ 376,025	\$ 191,673	\$ 385,264	\$ 463,130
Ankeny Little League Loan Repayment	25,718	25,718	-	-	-	-
Forgivable Loan Repayment	2,000	2,000	2,000	-	2,000	-
Hotel/Motel Tax	1,341,089	834,306	1,527,170	1,370,000	1,924,000	1,982,000
Interest	6,452	1,821	665	500	6,000	6,000
Total Revenue Available	\$ 1,612,203	\$ 1,274,424	\$ 1,905,860	\$ 1,562,173	\$ 2,317,264	\$ 2,451,130
Chapter 423A.7.a - Appropriations						
Recreation						
High Trestle Trail Experience Park	\$ -	\$ -	\$ 200,000	\$ -	\$ 300,000	\$ -
High Trestle Trail Trailhead Restroom and Amenities	-	200,000	-	-	-	-
Prairie Ridge Sports Complex O & M	190,000	195,000	200,000	205,000	205,000	215,000
Cultural and Entertainment Facilities						
Bravo Greater Des Moines	383,149	194,667	480,030	391,429	549,714	566,286
Beats and Eats	15,000	15,000	15,000	15,000	20,000	20,000
Tourism and Convention Business						
Ankeny Chamber of Commerce	35,000	35,000	35,000	35,000	35,000	35,000
Greater Des Moines Convention & Visitors Bureau	383,149	194,667	480,030	391,429	549,714	566,286
Sister Cities	1,667	329	1,122	2,000	2,000	2,000
Total Chapter 423A.7.a - Appropriations	\$ 1,007,965	\$ 834,663	\$ 1,411,182	\$ 1,039,858	\$ 1,661,428	\$ 1,404,572
Chapter 423A.7.b - Appropriations						
Economic Development						
Greater Des Moines Partnership	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 36,000
Organization Operations						
Intern Program	22,543	17,036	26,325	46,103	50,206	56,217
Ankeny Based Organizations						
Ankeny Art Center	-	-	-	-	17,000	-
Ankeny Economic Development Corporation	2,500	2,500	2,500	2,500	2,500	2,500
Ankeny Summerfest	59,181	-	12,838	71,000	55,000	71,000
Uptown Ankeny Association	-	-	-	-	1,000	1,000
Miscellaneous Allocations						
Community Entrance Signage	-	-	-	25,000	-	-
High Trestle Trail Joint Public Service Agreement	-	-	-	5,000	5,000	5,000
High Trestle Trail Park and Greenway Master Plan	-	-	15,000	-	-	-
High Trestle Trail Public Art Master Plan	15,000	-	-	-	-	-
Library Holiday Lighting	-	-	9,011	5,000	5,000	5,000
Mayor's Tree Lighting	12,635	12,400	11,940	15,000	15,000	15,000
North Ankeny Boulevard Median and Landscaping Improvements	50,000	-	-	40,000	-	-
Northwest Water Tower Design	-	-	-	-	-	50,000
Other Miscellaneous Allocations	1,800	1,800	1,800	2,000	2,000	2,000
Ragbrai Expenses	-	-	-	-	-	40,000
Uptown Streetscape Plan	-	-	-	10,000	10,000	-
Total Chapter 423A.7.b - Appropriations	\$ 193,659	\$ 63,736	\$ 109,414	\$ 251,603	\$ 192,706	\$ 283,717
Total of All Appropriations	\$ 1,201,624	\$ 898,399	\$ 1,520,596	\$ 1,291,461	\$ 1,854,134	\$ 1,688,289
Unappropriated Fund Balance	\$ 410,579	\$ 376,025	\$ 385,264	\$ 270,712	\$ 463,130	\$ 762,841



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:
No Review Required

SUBJECT:
FY 2024 Fund Transfers

EXECUTIVE SUMMARY:
Administrative Rules Code 545-2.5 requires all transfers of funds from one budgeted fund to another budgeted fund be approved by resolution. The City approves fund transfers in the adoption of the annual budget and subsequent budget amendments. Fund transfers were approved as part of the FY 2024 Budget adopted on April 3, 2023.

The fiscal year 2024 funds transfer resolution is being approved due to the adoption of the FY 2024 Budget on April 3, 2023, in order to maintain compliance with the Administrative Rules Code 545-2.5.

FISCAL IMPACT: **No**
None, as these transfers were approved as part of the FY 2024 Budget.

CITY MANAGER'S RECOMMENDATIONS:
Recommend resolution approving the fiscal year 2024 fund transfers.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving Fiscal Year 2024 fund transfers.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Exhibit A

RESOLUTION

A RESOLUTION APPROVING FISCAL YEAR 2024 FUND TRANSFERS

WHEREAS, the City of Ankeny, Iowa approves fund transfers in the adoption of the annual budget and subsequent budget amendments, and

WHEREAS, the City Council approved fund transfers as part of the FY 2024 Budget adopted on April 3, 2023, and

WHEREAS, Administrative Rules Code 545-2.5 requires all transfers of funds from one budgeted fund to another budgeted fund be approved by resolution, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that fund transfers are hereby approved by resolution as outlined in Exhibit A.

Passed and approved the 3rd day of April, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Exhibit A

FY 2024 Fund Transfers

Transfer Out	Fund	Transfer In	Fund	Amount	Purpose
General Fund	100	Hotel/Motel Tax Fund	233	\$ 1,982,000	To account for hotel/motel tax revenues and their subsequent disbursement
General Fund	100	Debt Service Fund	300	85,600	G.O. Bond Debt Service Abatement
Hotel/Motel Tax Fund	233	General Fund	100	215,000	Prairie Ridge Sports Complex O&M
Hotel/Motel Tax Fund	233	General Fund	100	20,000	Beats and Eats
Hotel/Motel Tax Fund	233	General Fund	100	71,000	Summerfest
Road Use Tax Fund	260	Debt Service Fund	300	87,750	G.O. Bond Debt Service Abatement
Road Use Tax Fund	260	Capital Projects Fund	907	475,000	Public Works Satellite Salt Storage Facility
Road Use Tax Fund	260	Capital Projects Fund	936	325,000	Annual Sidewalk/Trail Construction Program
Road Use Tax Fund	260	Capital Projects Fund	961	100,000	NW State Street Corridor Improvements Study - West 1st Street to NW 18th Street
Road Use Tax Fund	260	Capital Projects Fund	965	250,000	Annual Traffic Signal Improvement Program
Tax Increment Financing Fund	280	Debt Service Fund	300	7,558,249	G.O. Bond Debt Service Abatement
Landfill Postclosure Fund	295	Solid Waste Fund	500	17,250	John Deere Des Moines Works' share of maintenance activities at the remediated landfill
Park Dedication Fund	440	Capital Projects Fund	973	80,000	Annual Park Development Program
Water Fund	510	General Fund	100	424,000	Administrative Costs
Water Fund	510	Debt Service Fund	300	87,750	G.O. Bond Debt Service Abatement
Sewer Fund	550	General Fund	100	424,000	Administrative Costs
Sewer Fund	550	Debt Service Fund	300	87,750	G.O. Bond Debt Service Abatement
Storm Water Fund	580	Debt Service Fund	300	1,622,104	G.O. Bond Debt Service Abatement
Total:				<u>\$ 13,912,453</u>	



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:
\$5,783,000 Water Revenue Capital Loan Notes, Series 2023A

EXECUTIVE SUMMARY:
The proposed resolution authorizes and provides for the issuance of \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A, including approval of the loan and disbursement agreement and tax exemption certificate. The proceeds will be used to fund the High Trestle Trail Transmission Main project.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:
Recommend adopting 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 \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A, 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.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

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 \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A, 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
 Loan and Disbursement Agreement
 Tax Exemption Certificate

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 \$5,783,000
WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023A, 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 2023A, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Water Revenue Capital Loan Notes, Series 2023A, to the extent of \$5,783,000 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 \$6,000,000 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 \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A.

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 \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A, 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; and

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

- "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 High Trestle Trail Transmission Main Project.
- "Project Fund" shall mean the account into which the proceeds of the Loan and Note shall be allocated and held to pay Project costs.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum annual amount of the principal and interest coming due on the Notes and Parity Obligations; (b) 10% of the stated principal amount of the Notes and Parity Obligations, or (c) 125% of the average annual principal and interest coming due on the Notes and Parity Obligations. For purposes of this definition: (1) "issue price" shall be

substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue.

- "Resolution" shall mean this resolution authorizing the issuance of the Notes.
- "System" shall mean the municipal water utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Administrative Services Director, or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.
- "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under section 148(a) of the Internal Revenue Code or regulations issued thereunder.

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

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City, in the County of Polk, State of Iowa, each to be designated as "Water Revenue Capital Loan Notes, Series 2023A", in the aggregate amount of \$5,783,000 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 2023A of the City in the amount of \$5,783,000 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 2023A", be dated the date of delivery, and bear interest at the rate of 1.75% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 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 \$5,783,000 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 2023A"

Item 2, figure 1= Rate: 1.75%
Item 3, figure 1= Maturity: June 1, 2043
Item 4, figure 1= Note Date: April 21, 2023
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. R-1
Item 8, figure 1= Principal Amount: \$5,783,000

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

IOWA FINANCE AUTHORITY

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 1.75% per annum, payable on June 1, 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 High Trestle Trail Transmission Main 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 or facsimile signature of an authorized representative of the Registrar, the Treasurer of the City of Ankeny, State of Iowa, all as of the 21st day of April 2023.

Item 11, figure 1 = Date of authentication: April 21, 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.

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 charges otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

c) Insurance. The Issuer shall maintain insurance for the benefit of the 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 3rd day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

LOAN AND DISBURSEMENT AGREEMENT
\$5,783,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023A

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of April 21, 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 April 3, 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 \$5,783,000 (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) (\$28,915), 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

\$5,783,000 Water Revenue Capital Loan Notes, Series 2023A

This instrument was prepared by:

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

TABLE OF CONTENTS

This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

INTRODUCTION.....	- 1 -
ARTICLE I DEFINITIONS	- 1 -
ARTICLE II SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND	
AGREEMENTS	- 4 -
Section 2.1 Authority to Certify and Expectations	- 4 -
Section 2.2 Receipts and Expenditures of Sale Proceeds	- 6 -
Section 2.3 Purpose of Bonds	- 7 -
Section 2.4 Facts Supporting Tax-Exemption Classification	- 7 -
Section 2.5 Facts Supporting Temporary Periods for Proceeds	- 8 -
Section 2.6 Resolution Funds at Restricted or Unrestricted Yield	- 8 -
Section 2.7 Pertaining to Yields.....	- 10 -
Section 2.8 Reimbursement Bonds	- 11 -
ARTICLE III REBATE	- 12 -
Section 3.1 Records	- 12 -
Section 3.2 Rebate Fund	- 12 -
Section 3.3 Exceptions to Rebate.....	- 12 -
Section 3.4 Calculation of Rebate Amount.....	- 14 -
Section 3.5 Rebate Requirements and the Bond Fund.....	- 14 -
Section 3.6 Investment of the Rebate Fund	- 14 -
Section 3.7 Payment to the United States	- 15 -
Section 3.8 Records	- 15 -
Section 3.9 Additional Payments	- 15 -
ARTICLE IV INVESTMENT RESTRICTIONS.....	- 16 -
Section 4.1 Avoidance of Prohibited Payments.....	- 16 -
Section 4.2 Market Price Requirement	- 16 -
Section 4.3 Investment in Certificates of Deposit	- 16 -
Section 4.4 Investment Pursuant to Investment Contracts and Agreements	- 17 -
Section 4.5 Records	- 19 -
Section 4.6 Investments to be Legal	- 19 -
ARTICLE V GENERAL COVENANTS	- 19 -
ARTICLE VI AMENDMENTS AND ADDITIONAL AGREEMENTS	- 19 -
Section 6.1 Opinion of Bond Counsel; Amendments.....	- 19 -
Section 6.2 Additional Covenants, Agreements	- 20 -
Section 6.3 Internal Revenue Service Audits	- 20 -
Section 6.4 Amendments	- 20 -
EXHIBIT A.....	21

TAX EXEMPTION CERTIFICATE

CITY OF ANKENY, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on April 21, 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 \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A (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 \$5,783,000 aggregate principal amount of Water Revenue Capital Loan Notes, Series 2023A, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Financial Advisor" means PFM Financial Advisors LLC.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the 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 1.148-1(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$5,783,000, as set forth in Exhibit A.
- "Issuer" means the City of Ankeny, a municipal corporation in the County of Polk, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main Project including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.
- "Purchasers" means Iowa Finance Authority of Des Moines, Iowa, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on April 3, 2023, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, establishing that the Purchaser will not reoffer or sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.
- (c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

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

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

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

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

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

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

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

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any

Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

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

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

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

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

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

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

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

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

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds disbursed over time after Closing are expected to be deposited and expended as follows:

(a) \$64,102.50 representing costs of issuing the Bonds (which includes IFA's \$28,915 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) \$5,718,897.50 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.

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 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 High Trestle Trail Transmission Main Project.

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 Project will have commenced and will proceed with due diligence to completion.

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

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

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

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

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

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

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

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

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

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

(1) "Allowable Reserve Fund Amount" as described in Regulation 1.148-2(f)(2) means an amount equal to the lesser of (10) percent of the stated principal amount of the Bonds, the maximum annual principal and interest coming due on the Bonds, or 125% of the average annual principal and interest coming due on the Bonds. The Allowable Reserve Fund Amount is computed to be \$353,072.50 (maximum annual debt service on 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, \$5,783,000, 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, \$5,783,000 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 2023A 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 2023A Share for the Bond Fund and Reserve Fund. The Series 2023A 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 2023A 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 1.750066% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REBATE

Section 3.1 Records

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

Section 3.2 Rebate Fund

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

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

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

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

Section 3.3 Exceptions to Rebate

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

- Eighteen-Month Exception

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

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

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

- Election to Treat as Construction Bonds.

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

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

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

- Election with respect to future earnings

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

- 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 \$5,783,000 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>
\$5,783,000	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:



ANKENY CITY COUNCIL

City Council Agenda

April 3, 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:

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

April 3, 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 - Amending Zoning Ordinance - Chapter 193 - Flood Plain Regulations - 4/17/23 @ 5:30 p.m.*
- *Regular Council Meeting - 5/1/23 @ 5:30 p.m.*
- *Regular Council Meeting - 5/15/23 @ 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