



ANKENY CITY COUNCIL

Regular Meeting
Monday, January 6, 2025
5:30 PM

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

Bobbi Bentz, Mayor

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

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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=OEFocWZGS0NYUmtmVHNxcWZFak9PdZ09>

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: Bobbi Bentz, Mayor

Roll Call: Michelle Yuska, City Clerk

Pledge of Allegiance: Bobbi Bentz, Mayor

CEREMONY:

1. Mayor's Proclamation - Slavery and Human Trafficking Prevention Month

A. PUBLIC FORUM:

1. Special Presentation: South Ankeny Boulevard Revitalization Plan Update by Chris Shires, Vice President, Confluence

B. APPROVAL OF AGENDA:

1. Approval of the January 6, 2025 Agenda

Consider motion to approve and accept the January 6, 2025 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. 2025-01 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa by rezoning certain property owned by Denny Elwell Family LC from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

Consider Motion to close Public Hearing 2025-01.

Consider motion to accept first consideration of ORDINANCE 2190.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION:

E. APPROVAL OF CONSENT AGENDA:

• **MINUTES**

CA - 1. Approval of official council actions of the regular meeting of December 16, 2024, as published, subject to correction, as recommended by the City Clerk.

CA - 2. Receive and file minutes of the Zoning Board of Adjustment meeting of November 5, 2024.

• **LICENSES AND PERMITS**

CA - 3. Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

• **FINANCE/BUDGET**

CA - 4. Consider motion to approve Change Order #5 decreasing the contract amount by \$196,371.57 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

CA - 5. Consider motion to approve Change Order #2 increasing the contract amount by \$4,290.00 with HPC, LLC for construction services associated with Fire Station No. 4.

CA - 6. Consider motion to approve Change Order #1 increasing the contract amount by \$13,550.76 to Mainline Construction for construction services on the High Trestle Trail Experience Park - Phase 1 project.

CA - 7. Consider a motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$69,053.00 with HR Green, Inc. for potholing and Right-of-Way services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

CA - 8. Consider a motion to approve Supplemental Agreement No. 1 to the Professional Services Agreement increasing the contract amount by \$80,350.00 with Snyder & Associates, Inc. for final design engineering, permitting, public information meeting, and

bid assistance for the Sawgrass Park Dam Improvements project.

- CA - 9.** Consider motion to approve Payment #13 in the amount of \$812,482.10 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
- CA - 10.** Consider motion to approve Payment #19 in the amount of \$942.50 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
- CA - 11.** Consider motion to approve Payment #16 in the amount of \$713,958.12 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
- CA - 12.** Consider motion to approve Payment #2 in the amount of \$154,192.60 to Granite Excavating, LLC, for construction services on the NE 36th Street & NE 38th Street Water Main Loop project.
- CA - 13.** Consider motion to approve Payment #23 in the amount of \$12,447.54 to HR Green Inc. for engineering services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
- CA - 14.** Consider motion to approve Payment #3 in the amount of \$14,809.55 to Mainline Construction for construction services on the High Trestle Trail Experience Park - Phase 1 project.
- CA - 15.** Consider motion to approve Payment #9 in the amount of \$10,212.40 to McClure Engineering Company, for design engineering services on the SW Des Moines Street Utility Improvements project.
- CA - 16.** Consider motion to approve Payment #10 in the amount of \$9,983.93 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordinance Road Water Main project.
- CA - 17.** Consider motion to approve Payment #22 in the amount of \$8,934.60 to RDG Planning & Design, Inc. for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 18.** Consider motion to approve Payment #42 in the amount of \$11,140.25 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 19.** Consider motion to approve Payment #41 in the amount of \$14,924.80 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 20.** Consider motion to approve Payment #19 in the amount of \$37,404.25 to Snyder & Associates Inc., for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
- CA - 21.** Consider motion to approve the January 6, 2025 Accounts Payable.
- CA - 22.** Consider motion to adopt **RESOLUTION** naming authorized bank signers for the City of Ankeny.

- CA - 23.** Consider a motion to adopt **RESOLUTION** authorizing the purchase of fiber optic cable for Fiber Optic Network Upgrade.
- CA - 24.** Consider motion to receive and file the City of Ankeny Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2024.

- **COMMUNITY DEVELOPMENT ITEMS**

- CA - 25.** Consider motion to adopt **RESOLUTION** setting a public hearing for a request to vacate a portion of a Public Ingress/Egress Easement, located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza (date of hrg: 1/21/25 @ 5:30 p.m.)
- CA - 26.** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot 1 Credit Union Plaza; and associated with the development of the Veridian Credit Union Site Plan at 1201 S Ankeny Boulevard.
- CA - 27.** Consider motion to grant preliminary approval of the First Street Commons Plat 3 Final Plat; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$8,075.00.

- **ENGINEERING ITEMS**

- CA - 28.** Consider motion to approve Amendment No. 4 to the Professional Services Agreement increasing the contract amount by \$0.00 with Snyder and Associates for construction services on the High Trestle Trail Transmission and Drainage Improvements - Contract 2, HMA Trail Improvements project.
- CA - 29.** Consider motion to adopt **RESOLUTION** accepting the maintenance bond for storm sewer for the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.
- CA - 30.** Consider motion to adopt **RESOLUTION** accepting the maintenance bond for traffic signals at the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.
- CA - 31.** Consider motion to adopt **RESOLUTION** accepting the maintenance bond for paving at the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.
- CA - 32.** Consider motion to adopt **RESOLUTION** accepting the maintenance bond for subgrade for the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.

- **CAPITAL IMPROVEMENT PROJECTS**

- CA - 33. NW 36th Street and NW Weigel Drive HMA Resurfacing:** Consider motion to approve: a) Final Change Order #3 decreasing the contract amount by \$76,416.72; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with InRoads, LLC in the amount of \$1,615,225.28; and d) Final Payment #6 in the amount of \$9,259.65; Retainage Payment in the amount of \$80,761.26.
- CA - 34. NE 62nd St. Box Culvert Construction:** Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$748.48; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Gus Construction in the amount

of \$466,268.05; and d) Final Payment #4 in the amount of \$43,356.99; Retainage Payment in the amount of \$23,313.40.

CA - 35. North Four Mile Creek Trunk Sewer - Phase 1: Consider motion to approve: a) Final Change Order #3 decreasing the contract amount by \$32,798.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with J&K Contracting in the amount of \$1,978,202.00; and d) Final Payment #9 in the amount of \$20,799.00; Retainage Payment in the amount of \$98,910.10.

CA - 36. Consider motion to adopt **RESOLUTION** ordering construction on the SW Des Moines Street Utility Improvements - SW Ordinance Road to SW Kenworthy Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/28/25 @ 10:30 A.M. / date of hrg: 2/3/25 @ 5:30 P.M.)

CA - 37. Consider motion to adopt **RESOLUTION** ordering construction on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/28/25 @ 10:30 A.M. / date of hrg: 2/3/25 @ 5:30 P.M.)

• **ADMINISTRATIVE ITEMS**

CA - 38. Consider motion to adopt **RESOLUTION** approving the appointment of Michael Schrock as Interim City Manager.

• **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-38

Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-38.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS:

G. RECESS - BOBBI BENTZ, MAYOR

H. LEGISLATIVE BUSINESS:

• **BOARDS/COMMISSIONS APPOINTMENTS:**

39. Committees & Annual Mayoral appointments of council and staff to serve on various Boards committees and boards during 2025.

Consider motion to adopt RESOLUTION appointing council and staff to serve on various committees and boards for 2025.

Consider motion to adopt RESOLUTION amending appointments of a member and alternate member to the Polk County 911 Service Board.

Consider motion to adopt RESOLUTION appointing Ankeny's representatives to the Central Iowa Water Works Board and Committees.

Consider motion to adopt RESOLUTION appointing members and alternate members to the Polk County Emergency Management Commission.

• **APPROVAL OF ORDINANCES:**

40. Ord 2189 An Ordinance vacating an Ingress/Egress Easement associated with Siena Hills Plat 7, Lot 1.

Consider motion to accept second consideration of ORDINANCE 2189.

I. OLD BUSINESS:

J. NEW BUSINESS:

K. ADMINISTRATIVE BUSINESS:

• **REPORT OF THE CITY STAFF:**

City Manager
City Attorney

• **REPORT OF THE GOVERNING BODY:**

Mayor

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

• **FUTURE COUNCIL AGENDA ITEMS:**

- Department Budget Presentations - 1/17/25 @ 8:30 a.m.
- Public Hearing - 2025 PCC Reconstruction Program - SE 8th Street - 1/21/25 @ 5:30 p.m.
- Public Hearing - Vacate ingress/egress easement - Credit Union Plaza - 1/21/25 @ 5:30 p.m.
- Public Hearing - SW Des Moines St Utility Improvements - SW Ordance Road to SW Kenworthy Drive - 2/3/25 @ 5:30 p.m.
- Public Hearing - NW Irvinedale Drive & NW 18th Street Intersection Improvements - 2/3/25 @ 5:30 p.m.

L. ADJOURNMENT

1. Request for Executive Session under Code Section 21.5.1 (j)

Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (j) “to discuss the purchase or sale of particular real estate only where the premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property”.

Following adjournment of the Executive Session, Council may take action on any matter discussed during the Executive Session.

2. Adjournment



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Mayor's Proclamation - Slavery and Human Trafficking Prevention Month

ORIGINATING DEPARTMENT

City Clerk

COUNCIL GOAL

ACTION REQUESTED

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. 2025 Human Trafficking



PROCLAMATION

WHEREAS, the United States was founded upon the principle that all people are created with the inalienable right to freedom, and added the 13th Amendment to the Constitution making slavery illegal; and

WHEREAS, slavery within the United States today is most often found in the form of forced labor and sex trafficking, which weakens our social fabric, increases violence and organized crime, and debases our humanity; and

WHEREAS, this heinous crime is found within our own community; and

WHEREAS, the Rotary Club of Ankeny is working to abolish all forms of human trafficking through education, prevention, volunteerism, advocacy and collaboration; and

WHEREAS, even though awareness of this crime is growing, human trafficking continues to go unreported due to its isolating nature, the misunderstanding of its definition, and the lack of awareness about its indicators; and

WHEREAS, increased community education on how to identify victims of human trafficking along with increased knowledge of local resources and services for those affected by these criminal actions can help restore freedom and dignity to identified survivors, as well as help diminish the number of future victims; and

WHEREAS, every business, community organization, faith community, family and individual can make a difference by choosing products that are not made by forced labor; by working to protect our young people from sexual exploitation; by addressing the problem of internet sex trafficking and pornography; and by becoming more aware of the problem and possible solutions; and

NOW THEREFORE, I, Bobbi Bentz, Mayor of the City of Ankeny, do hereby proclaim the month of January 2025 as Slavery and Human Trafficking Prevention Month, and encourage all our citizens to become more informed on this growing problem, to be vigilant and report suspicious activity, and to work towards solutions to end trafficking in all its forms in our community. If you see something that doesn't look right, take action and call the National Human Trafficking Hotline at 888-373-7888. For more information and resources about trafficking in Iowa, go to the Network Against Human Trafficking and Slavery website at www.iowanahht.org.

DATED AND SIGNED this 6th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Approval of the January 6, 2025 Agenda

ORIGINATING DEPARTMENT

City Clerk

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to approve and accept the January 6, 2025 agenda, with or without amendment.

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

2025-01 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa by rezoning certain property owned by Denny Elwell Family LC from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Public Hearing
Ordinance – 1st Reading
LEGAL

EXECUTIVE SUMMARY

The applicant, Denny Elwell Family LC is requesting to rezone property from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The area subject to the proposed rezoning consists of one parcel, approximately 4 acres in size. The subject property is located at the northeast corner of the SE Corporate Woods Drive and SE Delaware Avenue intersection, just west of Interstate 35 and the Corporate Woods exit. The property is currently zoned R-1, One-Family Residence District; property to the north is also zoned R-1, while properties to the west are zoned M-1, Light Industrial District, and properties to the south are zoned C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The proposed rezoning generally aligns with The Ankeny Plan 2040 Future Land Use Map, which defines this property as Highway Commercial (HC).

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On December 3, 2024, the Plan and Zoning Commission recommended City Council approve the request to

rezone property owned by Denny Elwell Family LC from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publications and notification. The Plan & Zoning Commission held a public hearing at their meeting on November 19, 2024.

ACTION REQUESTED

Consider Motion to close Public Hearing 2025-01.

Consider motion to accept first consideration of ORDINANCE 2190.

ATTACHMENTS

1. PH Coversheet
2. ORDINANCE
3. PZ Minutes
4. Staff Report
5. Applicant Letter
6. PZ Stamped Exhibit
7. Aerial
8. Zoning Map
9. Future Land Use Map



PUBLIC HEARING 2025-01

5:30 P.M.

JANUARY 6, 2025

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY DENNY ELWELL FAMILY LC

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2190 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Denny Elwell Family LC

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

TO: C-2, General Retail, Highway Oriented, and Central Business Commercial District

Layman's Description – approximately 4 acres (+/-) located at the NE Corner of SE Corporate Woods Drive and SE Delaware Avenue, just west of Interstate 35.

Notice of this hearing was published in the Des Moines Register on the 27th day of December, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2025-01.
- ☐ Consider **MOTION** to accept first consideration of ORDINANCE 2190.

ORDINANCE 2190

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY DENNY ELWELL FAMILY LC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO C-2, GENERAL RETAIL, HIGHWAY ORIENTED, AND CENTRAL BUSINESS COMMERCIAL DISTRICT

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 3rd day of December, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Denny Elwell Family LC, be rezoned from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

WHEREAS, on the 6th day of January, 2025, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE NORTH 00°00'15" EAST ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4, 304.98 FEET; THENCE SOUTH 89°38'17" EAST, 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SE DELAWARE AVENUE; THENCE CONTINUING SOUTH 89°38'17" EAST, 414.01 FEET; THENCE NORTH 00°00'15" EAST, 281.80 FEET; THENCE SOUTH 89°38'17" EAST, 232.16 FEET; THENCE SOUTH 19°56'00" WEST, 208.06 FEET; THENCE SOUTH 01°40'58" WEST, 286.90 FEET; THENCE SOUTH 87°48'10" WEST, 567.25 FEET; THENCE NORTH 00°00'15" EAST, 226.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.00 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 4-acres (+/-) located at the NE Corner of SE Corporate Woods Drive and SE Delaware Avenue, just west of Interstate 35.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Denny Elwell Family LC, from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented, and Central Business Commercial District; and

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

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

PASSED at Ankeny Iowa, this _____, day of _____, 2025

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

**1st Con 1/6/25 (P. Hrg.)
2nd Con 1/21/25
3rd Con 2/3/25**

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, November 19, 2024

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

CALL TO ORDER

Chair Ted Rapp called the November 19, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the November 19, 2024 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

PUBLIC HEARINGS

Item #3. Denny Elwell Family LC, request to rezone property from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Staff Report: L.Hutzell reported the applicant is requesting to rezone property from R-1, One Family Residential District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. She stated that the subject property consists of one parcel, approximately 4 acres in size and is located at the northeast corner of the SE Corporate Woods Drive and SE Delaware Avenue intersection, just west of Interstate 35 and the Corporate Woods exit. L.Hutzell shared that the property is currently zoned R-1, One-Family Residence District; property to the north is also zoned R-1, while properties to the west are zoned M-1, Light Industrial District, and properties to the south are zoned C-2, General Retail, Highway Oriented, and Central Business Commercial District. She presented The Ankeny Plan 2040 Future Land Use Map, which defines the land use category to be located along major highways with the intent of providing commercial products and services to the motoring public. She provided a list of typical uses for Highway Commercial zoning. She noted that the developer has submitted the required rezoning petitions, public notifications were mailed and published; and that the applicant posted public notification signage as required. L.Hutzell said that staff will present a complete staff report at the next Plan and Zoning Commission meeting on December 3, 2024.

Dean Roghair, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale on behalf of Denny Elwell Family LC. He commented that staff did a nice job presenting the request. He noted that the zoning change makes sense at the corner of two arterial roads and near the interstate interchange. Dean Rogair said he would answer any questions the Commission may have.

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

Motion by L.West to close the public hearing, receive and file documents. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

Chair T.Rapp informed the audience that the rezoning will come back before the Commission on Tuesday, December 3, 2024 at 6:30 p.m. to consider their recommendation to City Council.

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, December 3, 2024

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

CALL TO ORDER

Chair Ted Rapp called the December 3, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Lisa West, Glenn Hunter, and Todd Ripper. Absent: Trina Flack and Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Derek Silverthorn, Jake Heil, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the December 3, 2024 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

BUSINESS ITEMS

Item #6. Denny Elwell Family LC, request to rezone property from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Staff Report: L.Hutzell reported the applicant is requesting to rezone property from R-1, One Family Residential District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. She stated that the subject property is currently zoned R-1 and consists of one parcel, approximately 4 acres in size. The property is located at the northeast corner of the SE Corporate Woods Drive and SE Delaware Avenue intersection, just west of Interstate 35 and the Corporate Woods exit. L.Hutzell stated that the property to the north is zoned R-1, while properties to the west are zoned M-1, Light Industrial District, and properties to the south are zoned C-2, General Retail, Highway Oriented, and Central Business Commercial District. The Ankeny Plan 2040 Future Land Use Map was presented, which defines the land use category to be located along major highways. L.Hutzell presented the rezoning exhibit stating that the developer has submitted the required rezoning petitions, public notifications were mailed and published; and that the applicant posted public notification signage as required. Staff's position is for the Plan and Zoning Commission to recommend City Council approval for the request by Denny Elwell Family LC to rezone property from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

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

Motion by G.Hunter to recommend City Council approval for the request by Denny Elwell Family LC to rezone property from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. Second by L.West. All voted aye. Motion carried 5 – 0.

Agenda Item: SE Delaware Avenue & SE Corporate Woods Drive Rezoning – Action
Report Date: November 26, 2024
Prepared By: Laura Hutzell *LHC*
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Elwell Family LC to rezone property from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

Project Report

The applicant, Elwell Family LC, is requesting to rezone property from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The area subject to the proposed rezoning consists of one parcel, approximately four acres in size. The subject property is located at the northeast corner of the SE Corporate Woods Drive and SE Delaware Avenue intersection, just west of Interstate 35 and the Corporate Woods exit. The property is currently zoned R-1, One-Family Residence District; property to the north is also zoned R-1, while properties to the west are zoned M-1, Light Industrial District, and properties to the south are zoned C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The proposed rezoning generally aligns with The Ankeny Plan 2040 Future Land Use Map, which defines this property as Highway Commercial (HC). The Ankeny Plan 2040 defines the Highway Commercial land use category as designed to be located along major highways with the intent of providing commercial products and services to the motoring public. Typical uses include gas stations, car washes, car dealerships, fast food and sit-down restaurants, convenience stores, hotels, and banks.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 63.59%.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezoning on November 6, 2024; and a legal notice of the proposed rezoning and amendments was published on November 8, 2024. The Zoning Ordinance also requires that the applicant post public notification signage. The applicant posted the signage by November 11, 2024 which meets the required seven days of notification for the proposed rezoning before the public hearing.

Public Hearing

The Plan & Zoning Commission held a public hearing for the proposed rezoning on November 19, 2024. There were no questions or comments from the public during the meeting. A complete recap of the public hearing can be found in the minutes from the meeting.

Summary

The conditions outlined above influence City staff in determining that the proposed change in rezoning property from R-1, One Family Residence District to C-2 General Retail, Highway Oriented, and Central Business Commercial District is appropriate.

Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Elwell Family LC to rezone property from R-1, One Family Residence District to C-2 General Retail, Highway Oriented, and Central Business Commercial District.



DENNY ELWELL COMPANY

Commercial Real Estate & Development

RECEIVED

SEP 25 2024

CITY OF ANKENY

September 25, 2024

City of Ankeny
Eric Jensen / Director of Community Development
1210 NW Prairie Ridge Dr.
Ankeny, IA 50023

Dear Eric,

Please accept this letter as my request to rezone our parcel of land, known locally as:

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



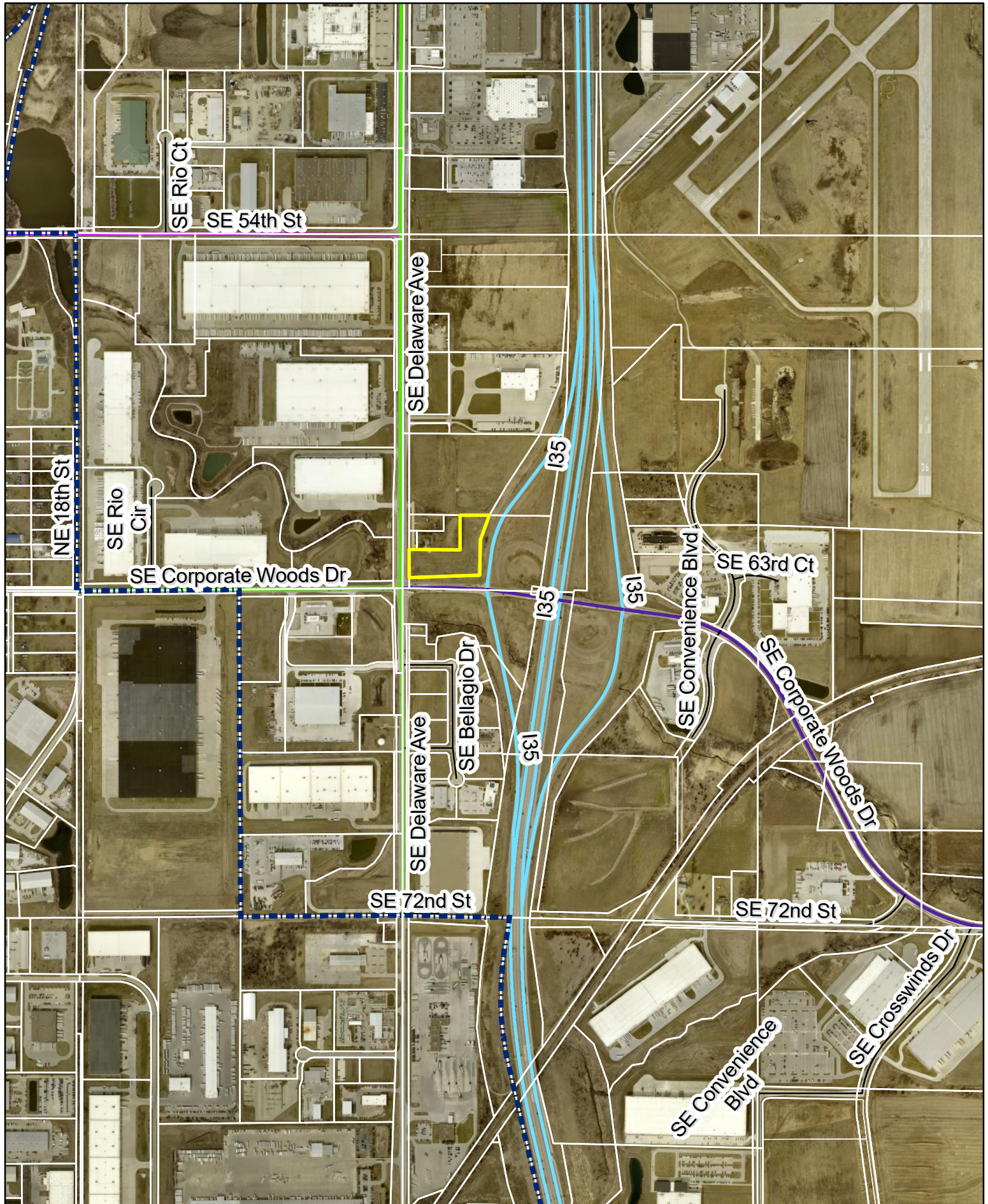
From R-1 Zoning to C-2 Zoning, in conformance with the city comprehensive land use plan. This location is approximately 4 Acres in size.

Attached you will also find the Rezoning Application Form, Petition for Rezoning with surrounding lot owners original signatures, and the Application Fee.

Please feel free to call me with any questions or to discuss this matter in person should you have any questions at (515) 964-1587

Respectfully,

Chris Murray, President & CEO
Denny Elwell Company/Denny Elwell Family LC
515-964-1587



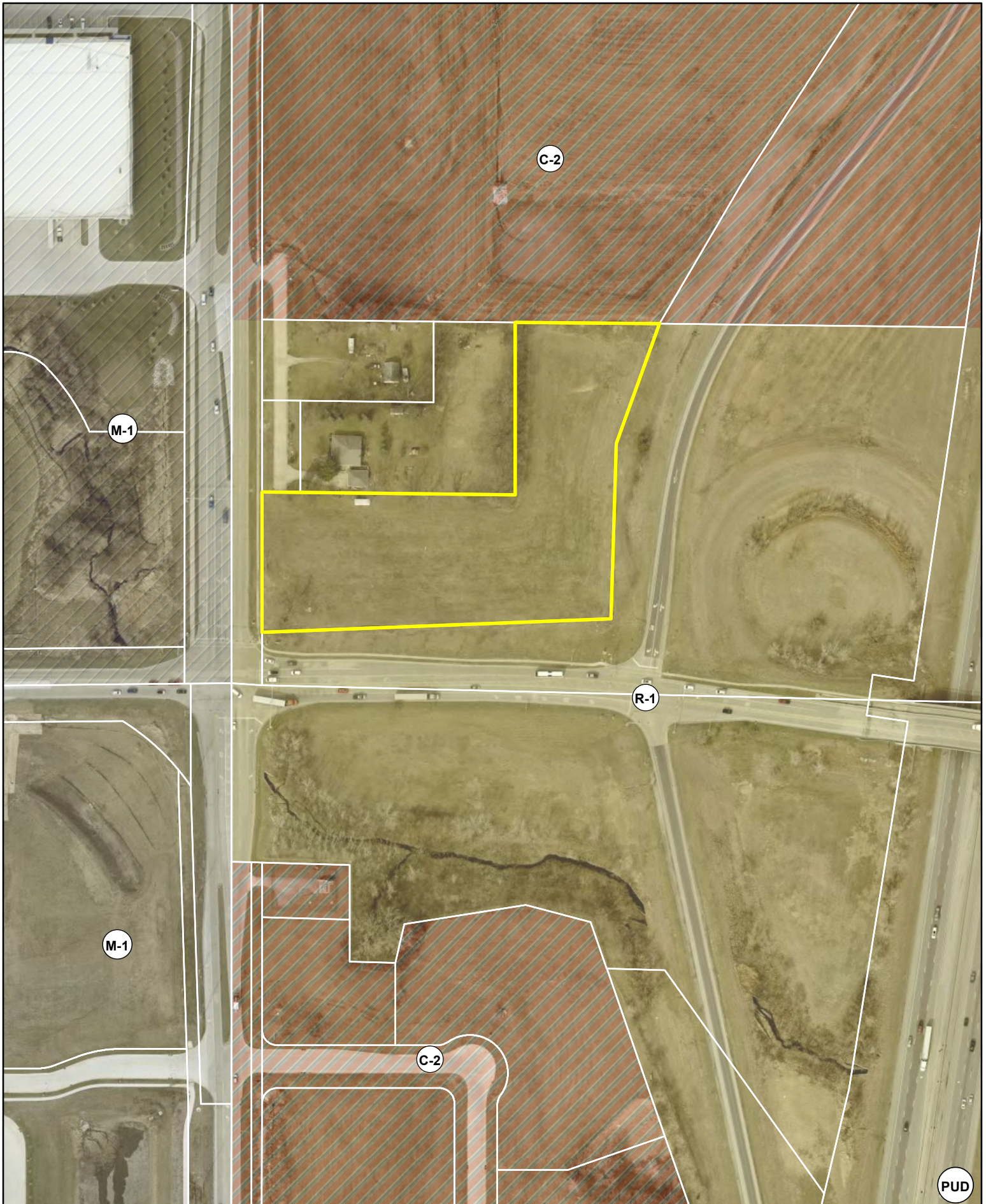
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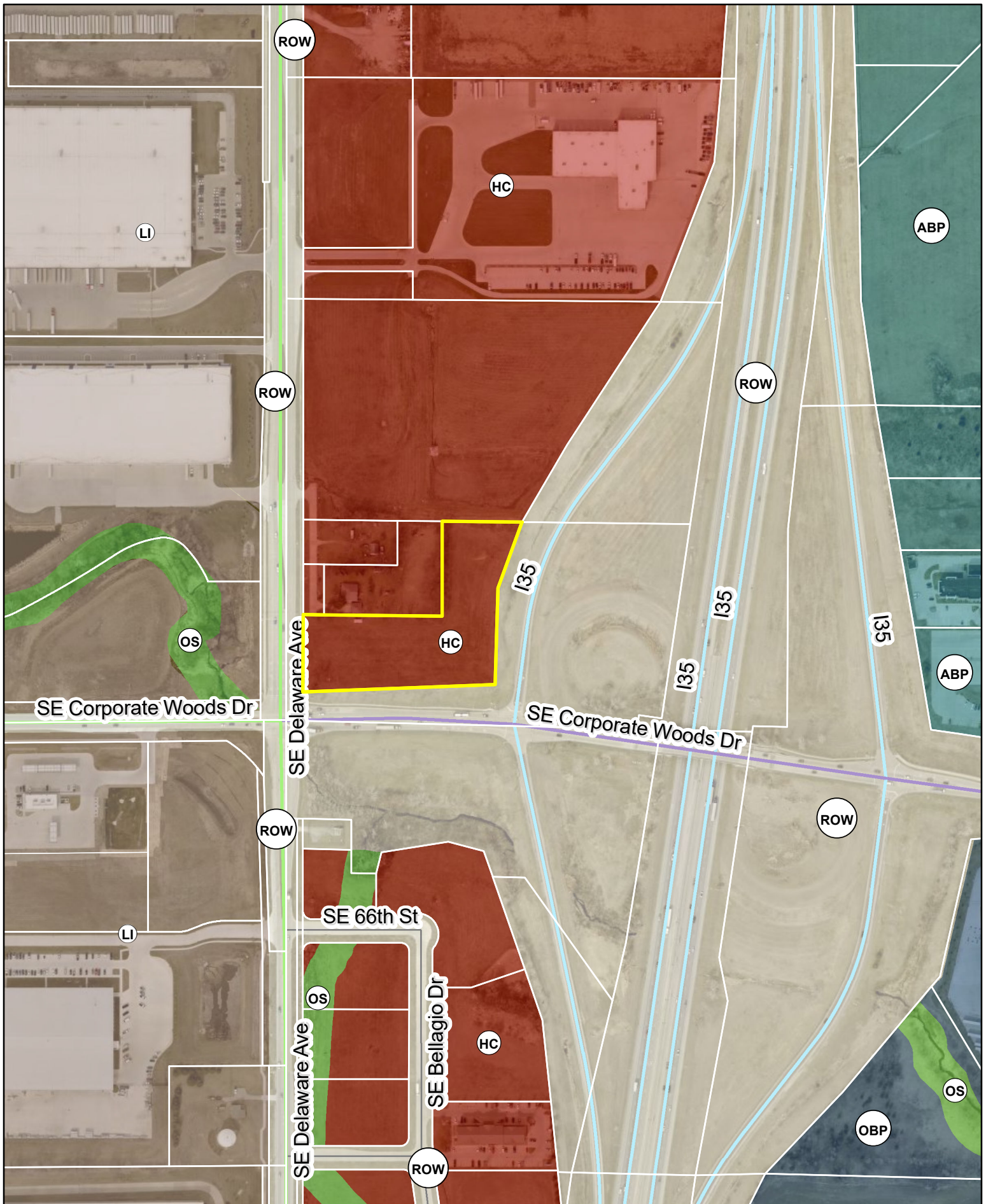


1 inch = 990 feet

Date: 10/22/2024

Delaware & Corporate Woods Rezoning Aerial Map







ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Approval of official council actions of the regular meeting of December 16, 2024, as published, subject to correction, as recommended by the City Clerk.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Minutes

MINUTES OF THE ANKENY CITY COUNCIL

Monday, December 16, 2024 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Bobbi Bentz, Mayor Pro tem

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

Mayor Pro Tem Bobbi Bentz called the meeting to order at 5:30 p.m. Council Members Jeff Perry, Joe Ruddy, and Todd Shafer were in attendance. Council Member Kelly Stearns joined the meeting electronically. Assistance City Manager Mike Schrock and City Attorney Amy Beattie were also present. Mayor Pro Tem Bentz led in the Pledge of Allegiance.

CEREMONY

1. Mayor Pro Tem Bentz formally recognized City Attorney Amy Beattie for her dedicated 30 years of service with the City.

APPROVAL OF AGENDA

1. Council Member Shafer moved, Perry seconded, to approve and accept the December 16, 2024 agenda without amendment. Ayes: 5.

PUBLIC HEARING

1. PH 2024-60. Mayor Pro Tem Bentz announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2189 vacating an Ingress/Egress Easement associated with Siena Hills Plat 7 Lot 1. Notice of this hearing was published in the Des Moines Register on the 6th day of December, 2024.

Eric Jensen, Director of Community Development, reported that this easement was originally platted with the intent of a future "frontage road" that is no longer warranted. This property will be developed by a single owner, so no public ingress/egress easement is necessary.

Mayor Pro Tem Bentz then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Shafer moved, Ruddy seconded, to close public hearing 2024-60. Ayes: 5. Council Member Ruddy moved, Shafer seconded, to accept first consideration of Ordinance 2189. Ayes: Ruddy, Shafer, Bentz, Perry, Stearns.

2. PH 2024-61. Mayor Pro Tem Bentz announced this is the time and place for a public hearing on the proposed 2025-2029 Capital Improvement Program. A notice of hearing was published in the Des Moines Register on December 6, 2024.

Mike Schrock, Assistant City Manager, reported that the capital improvement program serves as a guide for the provision of public improvements, outlining the timing and financing of projects for a five-year period. For 2025-2029, the capital improvement program totals \$235,836,955. Of this total, 54.15% is identified for transportation projects, 29.54% for municipal utilities (water, sewer and storm water) projects, 10.94% for municipal buildings, 3.07% for park facilities, 1.28% for sidewalks/trails and 1.02% for operating/construction equipment.

Mayor Pro Tem Bentz then asked for any public comment regarding the proposed 2025-2029 Capital Improvement Program. Hearing no comments, Council Member Shafer moved, Ruddy seconded, to close public hearing 2024-61. Ayes: 5. Council Member Perry moved, Ruddy seconded, adopt **RESOLUTION 2024-472** approving the 2025-2029 Capital Improvement

Program. Ayes: Perry, Ruddy Bentz, Shafer, Stearns.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of December 2, 2024, as published.
2. Official council actions of the special meeting of December 6, 2024, as published.
3. Receive and file minutes of the Plan and Zoning Commission meeting of November 19, 2024.
4. Receive and file minutes of the Library Board of Trustee meeting of October 17, 2024.
5. Receive and file minutes of the Ankeny Cultural Arts Board meeting of March 25, 2024.

Licenses and Permits

6. Issuance of Cigarette/Tobacco/Nicotine/Vapor Permits valid December 16, 2024 - June 30, 2025.
7. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

8. Receive and file Financial Reports for November 2024.
9. Receive and file Building Permit Report for November 2024.
10. Receive and file the Utility Billing Report for November 2024.
11. Change Order #1 increasing the contract amount by \$4,006.50 to Rognes Corporation for construction services on the SE 3rd Street Utility Improvements - Phase 2 project.
12. Payment #2 in the amount of \$37,110.42 to Alpha Landscapes, for construction services on the N Ankeny Boulevard and 18th Street Intersection Improvements project.
13. Payment #5 in the amount of \$17,693.50 to Civil Design Advantage for engineering services on the SE Creekview Drive Extension (RISE) project.
14. Payment #9 in the amount of \$7,896.00 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Conceptual Design project.
15. Payment #6 in the amount of \$1,650.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.
16. Payment #24 in the amount of \$25,491.81 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
17. Payment #8 in the amount of \$463,642.75 to HPC, LLC for construction services work associated with the Ankeny Fire Station No. 4 project.
18. Payment #4 in the amount of \$34,733.67 to Heartland Underground Solutions (Kline Electric, Inc.), for construction services on the SE Corporate Woods Dr & SE Crosswinds Dr Traffic Signal Project.
19. Payment #16 in the amount of \$1,500.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
20. Payment #20 in the amount of \$6,335.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
21. Payment #3 in the amount of \$9,670.50 to JEO Consulting Group, Inc., for engineering services on the SW Magazine Road and SW Cherry Street Concept Study project.
22. Payment #8 in the amount of \$35,385.13 to Rognes Corporation, for construction services on the SE 3rd Street Improvements - Phase 2 project.
23. Payment #6 in the amount of \$6,788.70 to Sternquist Construction, for construction services on the 2024 PCC Reconstruction Program - NW Westwood Street project.
24. Payment #20 in the amount of \$13,150.09 to SVPA Architects Inc. for design and construction administration services associated with the Ankeny Fire Station No. 4 project.
25. December 16, 2024 Accounts Payable by fund: General \$453,655.02; Hotel Motel Tax \$70,323.22; Police Gift Fund \$162.10; Road Use Tax \$210,995.15; Solid Waste \$109,677.26;

Water \$106,934.27; Water Sinking \$121,253.40; Sewer \$686,170.44; Storm Water \$10,608.02; Golf Course \$12,917.96; Enterprise Project \$189,175.16; Revolving \$21,965.50; Risk Management \$141,491.75; Capital Projects \$702,341.72; Payroll Totals \$1,475,349.53; Transfers/ACH (\$218,097.45); Agenda Payments Approved Separately (\$897,316.38); Grand Total \$3,197,606.67.

Community Development

26. **RESOLUTION 2024-473** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Denny Elwell Family LC, located north of SE Corporate Woods Drive, east of SE Delaware Avenue and west of Interstate-35. (date of hrg: 1/6/25 @ 5:30 p.m.)
27. **RESOLUTION 2024-474** accepting a Public Sanitary Sewer Easement, associated with the development of Hope Crossing.
28. **RESOLUTION 2024-475** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, platted easements, and parkland dedication agreement; and authorizing cost participation for the extension of water main and sanitary sewer for The Crossings at Deer Creek Plat 13.
29. **RESOLUTION 2024-476** waiving approval of the final plat for Delaney Acres Plat 1.

Engineering

30. **RESOLUTION 2024-477** adopting a revised Policy on the Pavement Design Standards for Public Streets Constructed with Development Projects, dated December 16, 2024, in the City of Ankeny.
31. **RESOLUTION 2024-478** authorizing the Certificate of Termination of the Development Agreement with M-H Property Enterprises, LLC.
32. **RESOLUTION 2024-479** accepting a proposal and Performance, Payment and Maintenance Bond from InRoads, LLC. in the amount of \$151,546.00 for the construction of the HTT Water Main & Drainage Contract 2, HMA Trail Improvements Project.
33. **RESOLUTION 2024-480** authorizing the City of Ankeny to submit an application for Federal Surface Transportation Block Grant Set-Aside Funding to the Des Moines Area Metropolitan Planning Organization (MPO) for the partial funding of the Oralabor Gateway Trail Grade Separation of South Ankeny Boulevard and further approving the application which obligates the City of Ankeny to matching funds for the construction of said project.
34. **RESOLUTION 2024-481** authorizing the City of Ankeny to submit an application for Federal Surface Transportation Block Grant (STBG) Program Funding to the Des Moines Area Metropolitan Planning Organization (MPO) for the partial funding of the NW State Street Widening and Pavement Rehabilitation - West 1st Street to NW 18th Street project and further approving the application which obligates the City of Ankeny to matching funds for the construction of said project.
35. **RESOLUTION 2024-482** accepting the maintenance bond for water main, sanitary sewer, and storm sewer in The Crossings at Deer Creek Plat 13.
36. **RESOLUTION 2024-483** accepting the maintenance bond for subgrade in The Crossings at Deer Creek Plat 13.
37. **RESOLUTION 2024-484** accepting the maintenance bond for concrete paving in The Crossings at Deer Creek Plat 13.
38. **RESOLUTION 2024-485** accepting the maintenance bond for asphalt paving in The Crossings at Deer Creek Plat 13.
39. **RESOLUTION 2024-486** accepting public improvements in Rueter Property Phase 1 for storm sewer and subgrade.
40. **RESOLUTION 2024-487** accepting public improvements in Rueter Property Phase 1 for paving.

41. **RESOLUTION 2024-488** accepting public improvements in Savannah at Ankeny for utilities and subgrade.
42. **RESOLUTION 2024-489** accepting public improvements in Savannah at Ankeny for paving.

Capital Improvement Projects

43. **RESOLUTION 2024-490** approving construction contract and bonds with Van Maanen Electric, Inc. in the amount of \$830,887.82 for the Fiber Optic Network Upgrade Project.
44. **2024 PCC Street Patching Program**: a) Final Change Order #2 increasing the contract amount by \$16,895.00; b) Certificate of Completion; c) **RESOLUTION 2024-491** accepting the public improvements with TK Concrete, Inc. in the amount of \$808,052.00; and d) Final Payment #8 in the amount of \$16,387.50; Retainage Payment in the amount of \$40,402.60.
45. **NW Northlawn Area Utility Improvements - Phase 3**: a) Final Change Order #1 decreasing the contract amount by \$25,880.75; b) Certificate of Completion; c) **RESOLUTION 2024-492** accepting the public improvements with Absolute Concrete Construction in the amount of \$1,097,102.00; and d) Final Payment #9 in the amount of \$71,259.03; Retainage Payment in the amount of \$54,855.10.
46. **2023 Annual Storm Sewer Repairs**: a) Certificate of Completion; b) **RESOLUTION 2024-493** accepting the public improvements with On Track Construction, LLC, in the amount of \$159,520.00; and c) Final Payment #4 in the amount of \$4,056.50 and Release of Retainage in the amount of \$7,976.00.
47. **2024 Annual Storm Sewer Repairs**: a) Certificate of Completion; b) **RESOLUTION 2024-494** accepting the public improvements with On Track Construction, LLC, in the amount of \$133,252.94; and c) Final Payment #3 in the amount of \$11,182.22 and Release of Retainage in the amount of \$6,662.65.
48. **2024 PCC Reconstruction Program - NW Ash Drive**: a) Certificate of Completion; b) **RESOLUTION 2024-495** accepting the public improvements with Concrete Technologies, Inc. in the amount of \$669,729.17; and c) Final Payment #6 in the amount of \$0.00; Retainage Payment in the amount of \$23,486.46.
49. **RESOLUTION 2024-496** ordering construction on the 2025 PCC Reconstruction Program - SE 8th Street project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/14/25 @ 10:30 A.M. / date of hrg: 1/21/25 @ 5:30 P.M.)

Administrative Items

50. **RESOLUTION 2024-497** approving a 28E Agreement between the City of Ankeny and the Iowa Department of Revenue ("IDR") for a tobacco, Alternative Nicotine and Vapor Product Enforcement Program in the City of Ankeny.

APPROVAL OF CONSENT AGENDA

1. Council Member Shafer moved, second by Perry, to approve the recommendations for Consent Agenda Items CA-1 through CA-50. Ayes: Shafer, Perry, Bentz, Ruddy, Stearns.

LEGISLATIVE BUSINESS

Boards and Commissions

51. Annual Mayoral Appointments to Committees and Boards. Council Member Shafer moved, Perry seconded, to adopt **RESOLUTION 2024-498** appointing council and staff to serve on various committees and boards for 2025. Ayes: Shafer, Perry, Bentz, Ruddy, Stearns. Council Member Ruddy moved, Shafer seconded, to adopt **RESOLUTION 2024-499** appointing a member and alternate member to the Polk County 911 Service Board. Ayes: Ruddy, Shafer, Bentz, Perry, Stearns. Council Member Ruddy moved, Perry seconded, to adopt

RESOLUTION 2024-500 appointing representatives to the Des Moines Area MPO Committees. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.

Approval of Ordinances

52. **Ord 2188.** An Ordinance Repealing Chapter 27, Mayor's Youth Council, of the Code of Ordinances of the City of Ankeny, Iowa. Council Member Stearns moved, Ruddy seconded, to accept third consideration of ORDINANCE 2188 , sending it on its final passage and publication as required by law. Ayes: Stearns, Ruddy, Bentz, Shafer. Nays: Perry.

NEW BUSINESS

1. Mayoral Vacancy Appointment: Council Member Stearns moved, Shafer seconded, to adopt **RESOLUTION 2024-501** appointing Bobbi Bentz to the office of Mayor to fill a vacant unexpired term. Ayes: Stearns, Shafer, Bentz, Perry, Ruddy.
2. Notice of Intent to fill City Council vacancy by appointment: Council Member Shafer moved, Perry seconded, to adopt **RESOLUTION 2024-502** providing for notice of intent to fill City Council vacancy by appointment, and authorize and direct the City Clerk to publish Notice of Intent to Appoint in the time and in the manner as required by law. Ayes: Shafer, Perry, Ruddy, Stearns.

ADJOURNMENT

1. Meeting was adjourned at 6:03 p.m.

Michelle Yuska, City Clerk

Bobbi B. Bentz, Mayor

Published in the Des Moines Register on 12/27/24.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Receive and file minutes of the Zoning Board of Adjustment meeting of November 5, 2024.

ORIGINATING DEPARTMENT

Community Development

COUNCIL GOAL

Ensure Economic Vitality

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. ZBOA Minutes 2024-11-05

Meeting Minutes
Zoning Board of Adjustment
Tuesday, November 5, 2024
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the November 5, 2024 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE OCTOBER 22, 2024 REGULAR MEETING

Motion by N.Sungren to approve the meeting minutes as submitted. Second by M.Ott. Motion carried 4 – 0 – 1 (Abstain: K.Tomlinson).

COMMUNICATIONS / CORRESPONDENCE

The Board received correspondence dated October 24, 2024 from Patricia Battani requesting to withdraw her application for Appeal #24-18, Accessory Building Variance, which the Board of Adjustment tabled on October 22, 2024.

BUSINESS ITEMS

PUBLIC HEARINGS:

#24-19

Patricia Battani

for property located at

306 SE Park View Drive

E 1/2 LT 16 & ALL LT 17 EAST LAWN PLACE

RE: Accessory Building – Side Yard Setback

Chair M.Ott opened the public hearing.

Dan Battani, 306 SE Park View Drive, Ankeny said their request is for a 2-foot side yard setback variance, which would allow them to attach their existing garage to the home.

M.Ott confirmed with Dan Battani that their neighbors who were in support of Appeal #24-18 continue to be in favor of this request. He responded, yes.

R.Kirschman reported that the applicant is requesting a variance to Ankeny Municipal Code Section 192.03(3)(D) that requires Side Yard: 8 Feet, allowing a 2-foot side yard setback to connect an existing detached garage to the existing single-family dwelling. He said that the subject property is located at 306 SE Park View Drive, east of S Ankeny Boulevard and south of E 1st Street in the southeast quadrant of Ankeny. The property is zoned R-1, One-Family Residence District and the surrounding properties are similarly zoned R-1. R.Kirschman stated that currently, the detached garage is two feet off of the west property line, where it was permitted and constructed in 1985. He explained that the applicant is requesting to maintain the current conditions in regard to the side yard setback with this proposal as there does not appear to be any new measurable impact on adjacent property owners. He noted that building and fire code requirements will need to be met in regards to proximity to the property line and the proposed connection of the garage to the house. Staff

recommends the Zoning Board of Adjustment grant a Variance to Ankeny Municipal Code Section 192.03(3)(D) to allow a 2-foot side yard setback for the connection of an existing detached garage to the existing single-family dwelling, as well as an addition to the garage which will not encroach any further into the current setback. The staff position is based on a determination that the decreased side yard setback from the resulting connection of the existing detached garage to the existing single-family dwelling would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code

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

Dan Battani thanked the Board for their time and said if this request is approved it will be a great improvement to their property.

Motion by M.Ott to close the public hearing, receive and file correspondence. Second by J.Baxter. All voted aye. Motion carried 5 – 0.

The Board had no concerns with the request.

Board Action on Filing #24-19 for property located at 306 SE Park View Drive

Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.03(3)(D) to allow a 2-foot side yard setback for the connection of an existing detached garage to the existing single-family dwelling, as well as an addition to the garage which will not encroach any further into the current setback. The Board's position is based on a determination that the decreased side yard setback from the resulting connection of the existing detached garage to the existing single-family dwelling would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by M.Ott. Motion carried 5 – 0.

REPORTS

Renewed Special Use Permits

#22-03 Silk Elephant, 2410 SW White Birch Dr., Suite 108

#21-20 36th Street Tavern, 1300 NW 36th St., Suite 101

There being no further business, meeting adjourned at 5:08 p.m.



Submitted by Brenda Fuglsang, Recording Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

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

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED

Motion

LEGAL

Item reviewed by legal counsel.

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. Wig & Pen Ankeny LLC d/b/a Wig & Pen Pizza Pub, 2005 S Ankeny Blvd, Ste. 300 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective February 1, 2025.
 2. Aldi Inc. d/b/a Aldi #35, 2075 N Ankeny Blvd - Class B Retail Alcohol License (LG) (Renewal) - Effective February 1, 2025.
 3. Kinseth Hotel Corporation d/b/a Homewood Suites by Hilton, 2455 SE Creekview Dr. - Special Class C Retail Alcohol License (BW) - Effective February 1, 2025.
 4. Hokkaido Ankeny LLC d/b/a Hokkaido Ramen House, 2732 SE Delaware Ave., Ste. 310 - Class C Retail Alcohol License (LC) (Renewal) - Effective February 1, 2025.
 5. Ankeny Wine & Spirits LLC, d/b/a Neighborhood Liquor House, 833 E 1st St., Ste. 102 - Class E Retail Alcohol License (LE) (Premise Update, Adding Ste.101) - Tentatively Effective January 7, 2025.
- PENDING DEPT APPROVALS.

CITY MANAGER/STAFF RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

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

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Change Order #5 decreasing the contract amount by \$196,371.57 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

This change order is to reflect the actual quantities used on site for a variety of items.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Elder - CO #5

CHANGE ORDER FORM



Project Title:

NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek

Contractor:

Elder Corporation

Address:

5088 E University Ave, Pleasant Hill, IA

Finance Budget Code:

979.3979.4451

Finance Project #

979.4451

Vendor Project or Invoice #:

990

PO #

Original Contract Date:

January 3, 2023

Vendor #

5340

Change Order Number: 5

Change Order Date: January 6, 2025

Purpose of Change Order:

ITEM 1: CLEARING AND GRUBBING. Quantity adjusted to reflect quantity used on site.

ITEM 5: EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS. Quantity adjusted to reflect quantity used on site.

ITEM 11: SUBGRADE STABILIZATION MATERIAL, POLYMER GRID. Quantity adjusted to reflect quantity used on site.

ITEM 13: MODIFIED SUBBASE, 8 INCH DEPTH (VIRGIN AGGREGATE). Quantity adjusted to reflect quantity used on site.

ITEM 14: GRANULAR SHOULDERS, TYPE A. Quantity adjusted to reflect quantity used on site.

ITEM 17: RELOCATION OF MAIL BOXES. Quantity adjusted to reflect quantity used on site.

ITEM 24: PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS. Quantity adjusted to reflect quantity used on site.

ITEM 25: TEMPORARY PAVEMENT, 6 INCH. Quantity adjusted to reflect quantity used on site.

ITEM 27: PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS. Quantity adjusted to reflect quantity used on site.

ITEM 36: ORNAMENTAL METAL RAILING. Removing the metal railing and replacing with chain link fence on the box culvert ends.

ITEM 51: MANHOLE ADJUSTMENT, MAJOR. Quantity adjusted to reflect quantity used on site.

ITEM 53: SUBDRAIN OUTLET, DR-303, OUTLET TO STRUCTURE. Quantity adjusted to reflect quantity used on site.

ITEM 61: REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. Quantity adjusted to reflect quantity used on site.

ITEM 64: REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN. Quantity adjusted to reflect quantity used on site.

ITEM 67: REVENTMENT, CLASS B. Quantity adjusted to reflect quantity used on site.

ITEM 68: REVENTMENT, CLASS E. Quantity adjusted to reflect quantity used on site.

ITEM 72: SIDEWALK, P.C. CONCRETE, 4 IN. Quantity adjusted to reflect quantity used on site.

ITEM 73: SIDEWALK, P.C. CONCRETE, 5 IN. Quantity adjusted to reflect quantity used on site.

ITEM 74: SIDEWALK, P.C. CONCRETE, 6 IN. Quantity adjusted to reflect quantity used on site.

ITEM 77: DRIVEWAY, P.C. CONCRETE, 6 IN. Quantity adjusted to reflect quantity used on site.

ITEM 78: DRIVEWAY, P.C. CONCRETE, 6 IN., STAMPED AND COLORED. Quantity adjusted to reflect quantity used on site.

ITEM 82: FENCE, TEMPORARY, ORANGE SAFETY FENCE. Quantity adjusted to reflect quantity used on site.

ITEM 86: REMOVAL OF TYPE A SIGN. Quantity adjusted to reflect quantity used on site.

ITEM 94: RAISED PAVEMENT MARKERS. Quantity adjusted to reflect quantity used on site.

ITEM 96: PAINTED PAVEMENT MARKINGS, DURABLE. Additional pavement markings needed for the removal of the raised median.

ITEM 98: PAVEMENT MARKINGS REMOVED. Additional pavement markings needed for the removal of the raised median.

ITEM 106: PORTABLE DYNAMIC MESSAGE SIGN (PDMS). Quantity adjusted to reflect quantity used on site.

ITEM 109: WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN. Quantity adjusted to reflect quantity used on site.

ITEM 110: FITTINGS BY WEIGHT, DUCTILE IRON. Quantity adjusted to reflect quantity used on site.

ITEM 111: WATER SERVICE CURB STOP AND BOX, PVC, 1.0 IN. Quantity adjusted to reflect quantity used on site.

ITEM 116: VALVE BOX REOKACENEBT. Quantity adjusted to reflect quantity used on site.

ITEM 123: REMOVAL OF ABANDONED HIGH PRESSURE GAS MAIN. Quantity adjusted to reflect quantity used on site.

ITEM 128: TEMPORARY ACCESS DRIVE, INTALLATION, MAINTENANCE, AND REMOVAL. Quantity adjusted to reflect quantity used on site.

ITEM 129: MULCHING, BONDED FIBER MATRIX. Quantity adjusted to reflect quantity used on site. Contractor will have to re-seed 2 acres in the spring.

ITEM 131: STABILIZING CROP - SEEDING AND FERTILIZING (URBAN). Quantity adjusted to reflect quantity used on site.

ITEM 132: SILT FENCE. Quantity adjusted to reflect quantity used on site.

ITEM 133: REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS. Quantity adjusted to reflect quantity used on site.

ITEM 134: STABILIZED CONSTRUCTION ENTRANCE, EC-303. Quantity adjusted to reflect quantity used on site.

ITEM 135: PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA. Quantity adjusted to reflect quantity used on site.

ITEM 136: REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE. Quantity adjusted to reflect quantity used on site.

ITEM 137: TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY. Quantity adjusted to reflect quantity used on site.

ITEM 138: MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY. Quantity adjusted to reflect quantity used on site.

ITEM 139: REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY. Quantity adjusted to reflect quantity used on site.

ITEM 140: GRATE INTAKE SEDIMENT FILTER BAG. Quantity adjusted to reflect quantity used on site.

ITEM 141: MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG. Quantity adjusted to reflect quantity used on site.

ITEM 142: REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG. Quantity adjusted to reflect quantity used on site.

ITEM 143: MOBILIZATIONS, EROSION CONTROL. Quantity adjusted to reflect quantity used on site. Contractor will need 2 mobilizations for spring seeding.

ITEM 144: MOBILIZATIONS, EMERGENCY EROSION CONTROL. Quantity adjusted to reflect quantity used on site.

ITEM 152: STANDARD OR SLOPE-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 9 IN. Additional pavement needed for the removal of the raised median. Due to low quantity, a higher unit price was used.

ITEM 153: MEDIAN, P.C. CONCRETE, 6 IN. Quantity is for partial replacement of raised median. Due to low quantity, a higher unit price was used.

ITEM 154: REMOVAL OF PAVEMENT. Quantity is for the removal of raised median area. Due to low quantity, a higher unit price was used.

ITEM 155: TRAFFIC CONTROL. Additional signs and traffic control needed for partial opening of the 18th Street intersection.

ITEM 156: FENCE, CHAIN LINK, 72 IN. HEIGHT. Chain link fence to be placed along the ends of the box culvert.

ITEM 157: PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA. SWPPP inspections determined the need for 12 inch filter sock instead of 9 inch filter sock in some areas.

ITEM 158: MOBILIZATION. Item is for the mobilization for a sidewalk panel repair.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE DIV.1	QUANTITY CHANGE DIV.2	QUANTITY CHANGE DIV.3	UNIT PRICE	EXTENDED PRICE DIV. 1	EXTENDED PRICE DIV. 2	EXTENDED PRICE DIV.3
1	CLEARING AND GRUBBING	UNIT	-17.7			\$ 59.00	\$ (1,044.30)	\$ -	\$ -
5	EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	CY	-400.00			\$ 50.00	\$ (20,000.00)	\$ -	\$ -
11	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	-2,000.00			\$ 4.50	\$ (9,000.00)	\$ -	\$ -
13	MODIFIED SUBBASE, 8 INCH DEPTH (VIRGIN AGGREGATE)	CY	51.00			\$ 61.50	\$ 3,136.19	\$ -	\$ -
14	GRANULAR SHOULDERS, TYPE A	TON	-70.40			\$ 64.50	\$ (4,540.80)	\$ -	\$ -
17	RELOCATION OF MAIL BOXES	EA	-2.00			\$ 590.00	\$ (1,180.00)	\$ -	\$ -
24	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	EA	44,546.64	6672.8		\$ 1.00	\$ 44,546.64	\$ 6,672.80	\$ -
25	TEMPORARY PAVEMENT, 6 INCH	SY	-56.40			\$ 56.00	\$ (3,158.40)	\$ -	\$ -
27	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS	EA	-24,880.00	-3817		\$ 1.00	\$ (24,880.00)	\$ (3,817.00)	\$ -
36	ORNAMENTAL METAL RAILING	LF	-300			\$ 212.00	\$ (63,600.00)	\$ -	\$ -
51	MANHOLE ADJUSTMENT, MAJOR	EA	-1			\$ 2,200.00	\$ (2,200.00)	\$ -	\$ -
53	SUBDRAIN OUTLET, DR-303, OUTLET TO STRUCTURE	EA	3			\$ 280.00	\$ 840.00	\$ -	\$ -
61	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	-150			\$ 29.50	\$ (4,425.00)	\$ -	\$ -
64	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	-175.60			\$ 28.00	\$ (4,916.80)	\$ -	\$ -
67	REVENTMENT, CLASS B	TON	-387.55			\$ 68.00	\$ (26,353.40)	\$ -	\$ -
68	REVENTMENT, CLASS E	TON	-196.44			\$ 63.00	\$ (12,375.72)	\$ -	\$ -
72	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	304.76			\$ 51.00	\$ 15,542.76	\$ -	\$ -
73	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	221.67			\$ 48.00	\$ 10,640.16	\$ -	\$ -
74	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	-83.09			\$ 106.00	\$ (8,807.54)	\$ -	\$ -
77	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	-44.49			\$ 76.00	\$ (3,381.24)	\$ -	\$ -
78	DRIVEWAY, P.C. CONCRETE, 6 IN., STAMPED AND COLORED	SY	71.51			\$ 270.00	\$ 19,307.70	\$ -	\$ -
82	FENCE, TEMPORARY, ORANGE SAFETY FENCE	LF	-1,473.00			\$ 5.25	\$ (7,733.25)	\$ -	\$ -
86	REMOVAL OF TYPE A SIGN	EA	-6.00			\$ 152.00	\$ (912.00)	\$ -	\$ -
94	RAISED PAVEMENT MARKERS	EA	-22.00			\$ 25.50	\$ (561.00)	\$ -	\$ -
96	PAINTED PAVEMENT MARKINGS, DURABLE	STA	5.79			\$ 71.00	\$ 411.09	\$ -	\$ -
98	PAVEMENT MARKINGS REMOVED	STA	0.65			\$ 56.00	\$ 36.40	\$ -	\$ -
106	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	-22.00			\$ 101.00	\$ (2,222.00)	\$ -	\$ -
109	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF			-25.00	\$ 97.00	\$ -	\$ -	\$ (2,425.00)

CHANGE ORDER FORM

110	FITTINGS BY WEIGHT, DUCTILE IRON	LB			-316.00	\$ 18.00	\$ -	\$ -	\$ (5,688.00)
111	WATER SERVICE CURB STOP AND BOX, PVC, 1.0 IN.	EA			-1.00	\$ 3,700.00	\$ -	\$ -	\$ (3,700.00)
116	VALVE BOX REPLACEMENT	EA			-8.00	\$ 660.00	\$ -	\$ -	\$ (5,280.00)
123	REMOVAL OF ABANDONED HIGH PRESSURE GAS MAIN	LF	-1,844.80			\$ 1.25	\$ (2,306.00)	\$ -	\$ -
128	TEMPORARY ACCESS DRIVE, INSTALLATION, MAINTENANCE, AND REMOVAL	TON	-210.00			\$ 51.00	\$ (10,710.00)	\$ -	\$ -
129	MULCHING, BONDED FIBER MATRIX	ACRE	-14.11			\$ 3,500.00	\$ (49,385.00)	\$ -	\$ -
131	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	-15.46			\$ 300.00	\$ (4,638.00)	\$ -	\$ -
132	SILT FENCE	LF	-416.00			\$ 2.50	\$ (1,040.00)	\$ -	\$ -
133	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	-416.00			\$ 0.05	\$ (20.80)	\$ -	\$ -
134	STABILIZED CONSTRUCTION ENTRANCE, EC-303	LF	-400.00			\$ 29.00	\$ (11,600.00)	\$ -	\$ -
135	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	-8,402.50			\$ 2.00	\$ (16,805.00)	\$ -	\$ -
136	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	-7,638.50			\$ 0.01	\$ (76.39)	\$ -	\$ -
137	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EA	-50.00			\$ 610.00	\$ (30,500.00)	\$ -	\$ -
138	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EA	-100.00			\$ 5.00	\$ (500.00)	\$ -	\$ -
139	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EA	-50.00			\$ 5.00	\$ (250.00)	\$ -	\$ -
140	GRATE INTAKE SEDIMENT FILTER BAG	EA	6.00			\$ 177.00	\$ 1,062.00	\$ -	\$ -
141	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EA	-146.00			\$ 10.00	\$ (1,460.00)	\$ -	\$ -
142	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EA	6.00			\$ 5.00	\$ 30.00	\$ -	\$ -
143	MOBILIZATIONS, EROSION CONTROL	EA	-16.00			\$ 500.00	\$ (8,000.00)	\$ -	\$ -
144	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	-10.00			\$ 1,000.00	\$ (10,000.00)	\$ -	\$ -
152	STANDARD OR SLOPE-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 9 IN.	SY	249.00			\$ 110.00	\$ 27,390.00	\$ -	\$ -
153	MEDIAN, P.C. CONCRETE, 6 IN.	SY	18.00			\$ 148.50	\$ 2,673.00	\$ -	\$ -
154	REMOVAL OF PAVEMENT	SY	152.00			\$ 12.00	\$ 1,824.00	\$ -	\$ -
155	TRAFFIC CONTROL	LS	1.00			\$ 10,505.00	\$ 10,505.00	\$ -	\$ -
156	FENCE, CHAIN LINK, 72 IN. HEIGHT	LF	176.00			\$ 139.25	\$ 24,508.00	\$ -	\$ -
157	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	764.00			\$ 4.13	\$ 3,155.32	\$ -	\$ -
158	MOBILIZATION	LS	1.00			\$ 840.00	\$ 840.00	\$ -	\$ -

Change Order Number: 5 makes the following adjustments to the Contract:

\$ (182,134.37)

\$ 2,855.80

\$ (17,093.00)

Contractor Accepted:

Elder Corporation

Jeffrey A Chapman

Elder Corporation

Signature

Signature

Date

Engineer Approved:

Snyder & Associates, Inc.

Jordan Stoermer

Snyder & Associates, Inc.

Signature

Signature

Date

Owner Accepted:

City of Ankeny

Mayor

Signature

1/6/2025

Date

Attest for Owner:

City Clerk

Signature

1/6/2025

Date

Record of Change Orders		
#	Date	Amount
Original Contract Amount		\$ 9,993,000.00
1	May 15, 2023	\$ 4,400.00
2	July 17, 2023	\$ 8,856.00
3	August 21, 2023	\$ 3,440.00
4	December 18, 2023	\$ 137.90
5	January 6, 2025	\$ (196,371.57)
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount

\$ 9,813,462.33



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Change Order #2 increasing the contract amount by \$4,290.00 with HPC, LLC for construction services associated with Fire Station No. 4.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No legal review is required.

EXECUTIVE SUMMARY

Change Order #2 for the Fire Station No. 4 project consists of increases and decreases in the project scope that does not significantly modify the project from the original design. The changes are being implemented as the design team, contractor, subs, and the city continue to evaluate various aspects of the construction in the field. Change Order #2 consists of six proposal requests (PRs) as follows:

- PR-6 Kitchen Range Changes
- PR-08R1 Extraction Piping
- PR-09 Signage Credit
- PR-11 ADA Button and Concrete Changes

CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Change Order #2 HPC

Change Order 02



Project Title: Fire Station No. 4
Contractor: HPC, LLC
Address: 120 N. Sherman Avenue, Ames, IA 50010
Finance Budget Code: 901.1901.4210 *MS* **Finance Project Code:** 901.4210
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: February 20, 2024 **Vendor #** 1859 *1047 MS*

Change Order Number: 2

Change Order Date: December 17, 2024

CITY COUNCIL MEETING: 01/06/2025 MS

Purpose of Change Order:

Various revisions. See items below.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	PR 06 Kitchen Range Changes				\$ (1,192.00)
2	PR 08R1 Extraction Piping				\$ 6,517.00
3	PR 09 Signage Credit				\$ (2,200.00)
4	PR 11 ADA Button and Concrete Changes				\$ 1,165.00
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number **2** makes the following adjustments to the contract: **\$ 4,290.00** ✓

Contractor Accepted: HPC, LLC

By: [Signature] Title: Manager

Date: 12-17-24

Engineer Approved: SVPA Architects Inc.

By: [Signature] Title: Vice President

Date: 12/17/2024

Owner Accepted: City of Ankeny

By: _____ Title: Mayor

Date: _____

Attest for Owner:

By: _____ Title: City Clerk

Date: _____

Record of Change Orders

#	Date	Amount
Original Contract amount		\$5,950,000.00
1	5/23/2024	(\$15,039.00)
2	12/17/2024	\$4,290.00 <i>\$5,939,250.00 MS</i>
3		
4		
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8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
Revised Contract amount		\$5,939,250.00 <i>\$5,939,251.00 MS</i>



HAROLD PIKE CONSTRUCTION COMPANY

120 N. SHERMAN AVE. P.O. BOX 429 AMES, IOWA 50010 • PHONE: 515-232-3133 • FAX: 515-232-7818 • WWW.HPIKEDCONST.COM

August 27, 2024

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White
RE: Ankeny Fire Station #4
PR-6 – Kitchen Range Hood and Cabinet Changes

Dear Casey,

Regarding the above referenced project, please consider this our credit to make the changes outlined in PR-6 – Kitchen Range Hood and Cabinet Changes.

Total Deduct

(\$ 1,192)

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,

Curtis Pike
CP/jw

Design Team Recommendation

Date: 12.05.24

Project: Ankeny Fire Station #4
PR# 6R

Description:

Modify Kitchen cabinets, tops and backsplash at range. Modify Hood, MAU and Exhaust Fan.

	QTY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIA L UNIT	MATERIA L TOTAL	EQUIP UNIT	EQUIP TOTAL	LINE TOTAL
LABOR									
Project Manager	1	Hr	105.00	105.00					105.00
Superintendent			95.00	0.00					-
Carpenter	2	HRS	70.00	140.00					140.00
Laborer			50.00	0.00					-
Warehouse			60.00	0.00					-
				0.00					-
				0.00					-
				0.00					-
				0.00					-
MATERIALS									
KCI	1	LS			980.00	980.00			980.00
									-
									-
									-
									-
EQUIPMENT									
									-
									-
									-
									-
									-
									-
PRIME-TOTALS				245.00		980.00		0.00	1,225.00

SUB-CONTRACTOR									
	1	LS		0.00		0.00		0.00	-
Dahl	1	LS	-2,417.00	-2,417.00		0.00		0.00	(2,417.00)
	1	LS		0.00		0.00		0.00	-
	1	LS		0.00		0.00		0.00	-
SUB-TOTALS			-2,417.00		0.00		0.00		(2,417.00)

Contract Modification

DAHL AIR CONDITIONING & HEATING LLC.

601 MAIN STREET, P.O. BOX 253
VAN METER, IOWA 50261-0253

Phone 515-996-2216 Fax 515-996-2621

Number PR-6

○ HPC, L.L.C.
120 N. Sherman Ave
Ames, IA 50010

PHONE	DATE 5/3/24
JOB NAME/LOCATION Ankeny Fire Station No. 4	
Description Range Changes	JOB PHONE
Dahl Job Number 2407	JOB PHONE
EXISTING CONTRACT NO	DATE OF EXISTING CONTRACT

I hereby agree to make the change(s) specified below:

Description

Credit for revising H-1, MAU-2, and EF-3 per PR-6.

Labor	\$	-
Material	\$	(2,417)
TOTAL	\$	(2,417)

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price



ADD

\$ (2,417)

DATE

AUTHORIZED SIGNATURE (CONTRACTOR)

PREVIOUS CONTRACT AMOUNT

\$

REVISED CONTRACT TOTAL

\$

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated

Date of acceptance

Signature

1415 W. Mt. Pleasant St.
West Burlington, IA 52655
(319) 759-3885

Proposal

Date 5/16/2024
Quotation # 5162024
Customer ID/ Name: HPC, LLC

Quotation For
HPC, LLC - Ankeny Fire Station No. 4

Quotation valid: 15 Days
Prepared by:

Comments or Special Instructions

**Lead Time: 12 Weeks from receipt of P.O., Down
Payment & Apprvd. Dwgs**

[illegible]



HAROLD PIKE CONSTRUCTION COMPANY

120 N. SHERMAN AVE. P.O. BOX 429 AMES, IOWA 50010 • PHONE: 515-232-3133 • FAX: 515-232-7818 • WWW.HPIKECONST.COM

October 8, 2024

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White
RE: Ankeny Fire Station #4
PR-8R1 – Extractor Piping

Dear Casey,

Regarding the above referenced project, please consider this our cost to make the changes outlined in PR 08R1 – Extractor Piping.

Total Add

\$ 6,517

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,

Curtis Pike
CP/jw

Design Team Recommendation

Date: 12.05.24

Project: Ankeny Fire Station #4
PR# 8R1

Leave HP-12 and add extractor piping

[illegible]

Submitted By:

Company:	HPC L.L.C.
Contact:	John Williams
Date:	10/8/24
SIGNED:	JW

BOND	127.79
FEE PRIME (15%)	44.25
FEE SUB (5%)	288.10
QUOTED PRICE	6,517.14

Contract Modification

DAHL AIR CONDITIONING & HEATING LLC.

601 MAIN STREET, P.O. BOX 253
VAN METER, IOWA 50261-0253

Number PR-08R1

Phone 515-996-2216 Fax 515-996-2621

✓ HPC, L.L.C.
120 N. Sherman Ave
Ames, IA 50010

PHONE	DATE 9/24/24
JOB NAME/LOCATION Ankeny Fire Station No. 4	
Description Relocation HP-12	JOB PHONE
Dahl Job Number 2407	JOB PHONE
EXISTING CONTRACT NO	DATE OF EXISTING CONTRACT

I hereby agree to make the change(s) specified below:

Description

PR-08R1 HP-12 will stay in the same room. Will have some different plumbing pipe routing.

Labor \$ -

Subcontractor \$ 5,488

Subtotal \$ 5,488

Markup 5% \$274

Tax 0% \$0

TOTAL \$ 5,762

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price



ADD

\$ 5,762

TE

THORIZED SIGNATURE (CONTRACTOR)

PREVIOUS CONTRACT AMOUNT

\$

REVISED CONTRACT TOTAL

\$

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated

Date of acceptance

Signature

Kovarik Onstot Elite Plumbing
 4810 Westbend Drive, Ames, IA 50014
 Contact: Jeremiah Kovarik: 515-351-8606
 Email: Jkovarik@KOEPlumbing.com

Dahl Heating and Air Conditioning LLC

Date: 9/11/2024

Offer expires 30 days from the date above

Description of Work:

Installation of the following: Provide and install domestic water from main to washer location in extraction room. Washer unit to be placed at the desired location (by other) for plumbing connections (By KOE). No known additional plumbing devices are to be installed, details are unavailable of washing machine unit, we have a simple connection point from our pipe to the washer.

Projected Labor:

	Hours	Cost Per Hour	Total Labor Cost
Field Worker/Foreman:	20.06	\$ 105	\$ 2,106
Superintendent:	2.87	\$ 110	\$ 315
Project Manager:		\$ 125	\$ -
Estimation:		\$ 120	\$ -
Labor Subtotal:			\$ 2,421

Projected Materials:

Materials	Cost
Materials	1,558
Fixtures	\$ -

Material Subtotal 1,558

Equipment Rentals:

Name	Cost
Core Rig	85

Equipment Subtotal 85

Subcontractors:

	Name	Cost
Insulation:		0
HVAC:		0 \$ -
TAB:		0
Controls:		0
Concrete Cutting:		0
Excavation:		0
Electrical:		0

Subcontractor Subtotal \$ -

Subcontractor Markup 5% \$ -

Subtotal:	\$	4,064
Profit:	15% \$	610
Tax:	0% \$	-
Grand Total:		4,674

Add:		
	Add Total: \$	4,674

All work installed by Kovarik Onstot Elite Plumbing includes a parts and labor warranty, free from defects due to defective materials or workmanship for a period of ONE year from date of acceptance. Warranty letter to follow completion of project.

To accept this estimate please sign below and provide a payment for the materials or half of the grand total, whichever is greater.

Owner Signature: _____

Date: _____



2716 SE 5th St., Ste 3
Ames, IA 50010

September 20, 2024

To: Dahl

Attn: James

Mechanical Insulation Quote: **Ankeny Fire Station #4 PR-08**

Price to insulate additional LWS/R piping to HP-12

ADD: \$ 813.49

Submitted by:

Rolf Duvick

Owner/Project Manager

Total Insulation Mechanical, Inc.

Office: 515-450-5181

Cell: 515-203-0669

Fax: 515-450-5069



HAROLD PIKE CONSTRUCTION COMPANY

120 N. SHERMAN AVE. P.O. BOX 429 AMES, IOWA 50010 • PHONE: 515-232-3133 • FAX: 515-232-7818 • WWW.HPIKECONST.COM

October 8, 2024

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White
RE: Ankeny Fire Station #4
PR-9 – Signage Material Deduct

Dear Casey,

Regarding the above referenced project, please consider this our deduct to change the signage materials from "Impressions" to "DDP" as indicated in the approved shop drawings.

Total Deduct (\$ 2,200)

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,

Curtis Pike
CP/jw

Design Team Recommendation

Date: 12.05.24



HAROLD PIKE CONSTRUCTION COMPANY

120 N. SHERMAN AVE. P.O. BOX 429 AMES, IOWA 50010 • PHONE: 515-232-3133 • FAX: 515-232-7818 • WWW.HPIKECONST.COM

December 3, 2024

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White
RE: Ankeny Fire Station #4
PR-11 - ADA Button and Concrete Changes

Dear Casey,

Regarding the above referenced project, please consider this our revised cost to make the changes outlined in PR-11 - ADA Button and Concrete Changes.

Total Added Cost

\$ 1,165

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,

Curtis Pike
CP/jw

Design Team Recommendation

Date: 12.05.24

City of Ankeny

Project: Ankeny Fire Station #4

PR# 11

Description:

Revise Sidewalk and add wireless push button for ADA operator.

	QTY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIA L UNIT	MATERIA L TOTAL	EQUIP UNIT	EQUIP TOTAL	LINE TOTAL
LABOR									
Project Manager	1	Hr	105.00	105.00					105.00
Superintendent			95.00	0.00					-
Carpenter			70.00	0.00					-
Laborer			50.00	0.00					-
Warehouse			60.00	0.00					-
									-
									-
									-
MATERIALS									
Johnson Hardware	1	LS			450.00	450.00			450.00
									-
									-
									-
									-
EQUIPMENT									
									-
									-
									-
									-
									-
PRIME-TOTALS				105.00		450.00		0.00	555.00

SUB-CONTRACTOR									
	1	LS							-
Smart Concrete	1	LS	480.00	480.00		0.00		0.00	480.00
	1	LS							-
	1	LS							-
SUB-TOTALS				480.00		0.00		0.00	480.00

Submitted By:	
Company:	HPC L.L.C.
Contact:	John Williams
Date:	12/3/24
SIGNED:	JW

BOND 22.85
FEE PRIME (15%) 83.25
FEE SUB (5%) 24.00

QUOTED PRICE 1,165.10

Time extension of 0 days.



Johnson Hardware Company LLC

Iowa

500 Scott Ave.

Des Moines, Iowa 50309

Cell: 515-897-9832

Email: imcrankshaw@jhcomaha.com

DATE: 11/20/2024

PROJECT: ANKENY FIRE STATION

LOCATION: ANKENY

We appreciate the opportunity to provide you with a quote for the following:

CHANGES PER PR-011:

DOOR A100A

ADD WIRELESS PUSH BUTTON FOR AUTO OPERATOR ON EXTERIOR SIDE ONLY. INTERIOR PUSH BUTTONS TO REMAIN HARDWIRED.

For the Sum ADD of \$450.00 + Tax

NOTES:

1. GLASS AND GLAZING IS EXCLUDED.
2. MATERIAL ONLY
3. FOB JOB SITE WITH TAIL GATE DELIVERY.
4. EXCLUDES TAX
5. QUOTATION VALID FOR 30 DAYS.

NO RETAINAGE ALLOWED. TERMS OF SALE ARE NET 30 DAYS. FINANCE CHARGES WILL BE IMPOSED AT THE ANNUAL PERCENTAGE RATE OF 18%. OUR AUTHORIZATION AND INVOICE NUMBER MUST ACCOMPANY ALL RETURNED MERCHANDISE. RETURNED GOODS ARE SUBJECT TO RESTOCKING CHARGES. SHORTAGES MUST BE REPORTED IMMEDIATELY. BACK CHARGES WILL NOT BE ACCEPTED WITHOUT OUR WRITTEN CONSENT. QUOTATION IS FIRM FOR 30 DAYS ONLY. **ANY MATERIAL NOT SPECIFIED CLEARLY IN THE DOOR SCHEDULE OR SPECIFICATIONS ARE EXCLUDED.**

RESPECTFULLY SUBMITTED,

IAN M. CRANKSHAW

JOHNSON HARDWARE COMPANY



TO:

CHANGE ORDER REQUEST FOR:

Harold Pike Construction	JOB NAME:	Ankeny Fire Station #4
Attn: John Williams	Job #	24-108
	Change Description:	Added Sidewalk at Entry
	Work Type:	Sidewalk
	Date:	10/22/2024

Description of Extra Work

Added sidewalk at entry to accomodated HC requirements

EXTRA WORK ITEM BREAKDOWN	Qty	Unit	\$/Unit	Total Value
Sidewalk	60.00	sf	\$8.00	\$480.00
CHANGE ORDER TOTAL:				\$480.00



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Change Order #1 increasing the contract amount by \$13,550.76 to Mainline Construction for construction services on the High Trestle Trail Experience Park - Phase 1 project.

ORIGINATING DEPARTMENT

Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

The purpose of this change order is to remove the proposed pad mounted transformers and revise the service to be fed from pole mounted transformers, based on review and input from Mid-American Energy. This was an anticipated expense and staff feel this will be a savings overall, factoring in reduced Mid-Am costs for their portion of the project.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Change Order #1

city of
Ankeny
bringing it all together

JANUARY 6, 2025
Date of Council Meeting: ~~December 16, 2024~~ Change Order #: 1

Proposal Request #1 removed pad mounted transformers and revised service to be fed from pole mounted transformers, based on review and input from Mid-American Energy. Electrical metering pedestal locations revised accordingly.

Details of Change Order:					
ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	PR-01	LS	1.10	\$ 11,945.43	\$ 13,139.97
2	PR-01 Revision	LS	1.10	\$ 373.44	\$ 410.78
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Change Order #: 1 makes the following adjustments to the Contract:					\$ 13,550.76

Firm Name _____

Signature  _____ Date 12/9/2024

Firm Name _____

Signature _____ Date **12/09/2024**

Signature	Mayor
	Title
	December 16, 2024
	Date

		City Clerk
Signature		Title
		December 16, 2024
		Date

Original Contract Amount		\$ 868,754.00
#	Change Order Date	Amount
1	November 27, 2024	\$ 13,550.76
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 882,304.76

Page 57 of 567



PROPOSAL REQUEST

Van Maanen Electric, Inc.

500 Iowa Speedway Drive
Newton, IA 50208
Telephone: 641-791-9473

CCN #

Date:

Project Name:

Project Number:

Page Number:

PR-01

9/27/2024

Ankeny High Trestle Trail Experience Park Phase 1

Ankeny High Trestle Trail Experience Park Phase 1

1

Mainline Construction

Contact: Jon Puls
902 2nd St NE
Bondurant, IA 50035
E-mail: jonp@mainlineconstruct.com

Work Description

Scope: PR-01

Includes credit and costs for changes per PR-01.

Breakdown

Description	Qty
3/4" CONDUIT - PVC40	-75
1" CONDUIT - PVC40	44
1 1/4" CONDUIT - PVC40	230
#10 THHN	567
# 8 THHN	-225
# 6 THHN	3,336
# 3 THHN	960
TRENCH/BACKFILL (6" X 36" DEEP)	125
Totals	4,962

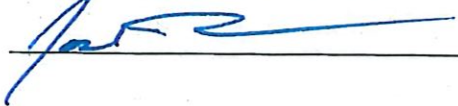
Summary

General Materials		3,830.39
LABOR	(87.93 Hrs @ \$74.57)	6,556.94
O&M	(@ 15.000 %)	1,558.10

Final Amount

\$11,945.43**Van Maanen Authorization:**

Project Manager: Josh Hetzler
Phone Number: 641-791-9473
E-mail: jhetzler@vanmaanenelectric.com

Signature: Date: 9/27/24**Mainline Construction Authorization**

Name: Jon Puls

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric, Inc.
500 Iowa Speedway Drive
Newton, IA 50208
Telephone: 641-791-9473

CCN #
Date: 11/5/2024
Project Name: Ankeny High Trestle Trail Experience Park Phase 1
Project Number: Ankeny High Trestle Trail Experience Park Phase 1
Page Number: 1

Mainline Construction

Contact: Jon Puls
902 2nd St NE
Bondurant, IA 50035
E-mail: jonp@mainlineconstruct.com

Work Description

Scope: PR-01 REVISION

Price includes feeder extension to utility pole as shown on Sheet E2-14.

Breakdown

Description	Qty
1 1/4" CONDUIT - PVC40	14
# 3 THHN BLACK	42
TRENCH/BACKFILL (6" X 36" DEEP)	14
Totals	70

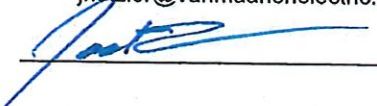
Summary

General Materials		62.24
LABOR	(3.52 Hrs @ \$74.57)	262.49
O&M	(@ 15.000 %)	48.71

Final Amount **\$373.44**

Van Maanen Authorization:

Project Manager: Josh Hetzler
Phone Number: 641-791-9473
E-mail: jhetzler@vanmaanenelectric.com

Signature:  Date: 11/5/24

Mainline Construction Authorization

Name: Jon Puls

Signature: _____ Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric, Inc.
500 Iowa Speedway Drive
Newton, IA 50208

CCN #	PR-01
Date:	9/27/2024
Project Name:	Ankeny High Trestle Trail Experience Park Phase 1
Project Number:	Ankeny High Trestle Trail Experience Park Phase 1
Page Number:	2

Signature: _____ Date: _____

ORIGINAL



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider a motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$69,053.00 with HR Green, Inc. for potholing and Right-of-Way services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

HR Green, Inc. was directed to hire subconsultants to perform work not included in the original Professional Services Agreement.

The scope of Amendment No. 1 includes the following items:

- Utility Coordination
- Right-of-Way and Easements

The complete scope of the potholing and Right-of-Way services fees are shown in the attached Amendment No. 1. A copy of the original Professional Services Agreement, approved May 6, 2024, is also attached for reference.

The fees for the potholing and Right-of-Way services are \$69,053.00. The original Professional Services Agreement cost is \$398,400.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to \$467,453.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with HR Green, Inc. in the amount of \$69,053.00 for the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$69,053.00 with HR Green, Inc. for potholing and Right-of-Way services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

May 6, 2024: City Council approved the Professional Services Agreement with HR Green, Inc. for the Utility Coordination, Preliminary Design, Geotechnical Engineering Services, Final Design, and Bid Services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements.

FISCAL IMPACT

The project is included in the City's 2025 - 2029 Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

A public information meeting was held on October 17, 2024.

ACTION REQUESTED

ATTACHMENTS

1. Amendment No. 1
2. Professional Services Agreement



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

This AMENDMENT, made this 6th day of January 2025, by and between the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

NW Irvinedale Drive and NW 18th Street Intersection Improvements

hereby amends the original Professional Services Agreement (AGREEMENT) dated May 6, 2024, as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original Professional Services Agreement as follows:

2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform additional effort related to the following services as part of this AMENDMENT:

- Phase 2.0 – Utility Coordination
- Phase 4.0 – Right-of-Way and Easements

2.2 Phase 2.0 – Utility Coordination

2.2.1 Utility Identification

Per direction from CLIENT on July 10, 2024, COMPANY employed a subcontractor, Badger Daylighting, to perform potholing operations at five (5) locations near proposed traffic signal foundations as described in Section 5.0 SERVICES BY OTHERS.

Effort by the COMPANY for this task involved completing exhibits for permit applications, utility staking pre-potholing, and survey during potholing operations for potholed facilities performed by Badger Daylighting. Effort also included multiple mobilizations and a surveyor being present during the duration of the potholing operation, as well as survey processing post-potholing.

Additional effort by the COMPANY for task 2.2.1 involved utility staking pre-potholing, and survey during potholing operations for potholed facilities performed by MidAmerican Energy Electric and MidAmerican Energy Gas. Effort included multiple mobilizations, survey of pothole locations and measurement of utility depths, as well as survey processing post-potholing per direction from CLIENT in various correspondence, most specifically per email to HR Green and MidAmerican Energy on August 8, 2024.

Deliverables for 2.2.1

- *Exhibits for Permit Application*



2.4 Phase 4.0 – Right-of-Way and Easements

Perform the following additional effort related to right-of-way and easements services to deliver the project.

2.4.5 Right-of-Way and Easement Acquisition

Per direction from CLIENT on September 23, 2024, COMPANY employed a subcontractor, JCG Land Services, to perform right-of-way and easement acquisition services as described in Section 5.0 SERVICES BY OTHERS.

Effort by the COMPANY for this task involved establishing scope and estimates between CLIENT, COMPANY, and JCG Land Services. Effort also included regular coordination with JCG Land Services and CLIENT to execute the scope of services as described in Section 5.0 SERVICES BY OTHERS.

5.0 SERVICES BY OTHERS

COMPANY relied on a SUBCONSULTANT for the following items:

- Phase 2.0 – Utility Coordination
- Phase 4.0 – Right-of-Way and Easements

Phase 2.0 Utility Coordination (2.2.1 *Utility Identification*) Scope of Services and Estimate for Badger Daylighting:

Estimate	
Date	08/21/2024
Reference	CPQ-101067
Prepared By	Logan Fitchett



Badger Daylighting Corp
 DES MOINES IA CORP
 627 N 19th Ave East
 Newton, IA 50208
 "An equal opportunity employer"
 IA License #C114463

Customer Information			
Company	HR GREEN INC	Contact Name	Ryan Simbro
Contact Phone #	+1 (515) 971-3460	Email	rsimbrow@hrgreen.com
Billing Address	8710 EARHART LANE SW	Title	Regional Director
Billing City/State	Cedar Rapids IA 52404	Account Number	10800337
Service Address	3004 NW 18th St Ankeny IA 50023-9265		

Scope Of Work					
Badger has been requested to provide a T&M proposal to excavate 4 holes in each quadrant of the intersection of NW 18th St & NW Irvinedale Ave in Ankeny, IA					
Badger will coordinate with HR Green when the excavations are completed so the GPS crew can come onsite to get depths.					
Once depths are completed, Badger will provide a backfilling crew for the 4 holes.					
Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR		\$275.00	HR	8	\$2,200.00
BADGER HYDROVAC WITH OPERATOR OVERTIME		\$330.00	HR	2	\$660.00
ADDITIONAL OPERATOR	First 8hrs M-F	\$95.00	HR	8	\$760.00
ADDITIONAL OPERATOR OVERTIME	Over 8hrs M-F & Saturday	\$130.90	HR	2	\$261.80
BADGER DUMP TRUCK		\$650.00	DAY	1	\$650.00
DISPOSITION		\$250.00	EA	1	\$250.00
BACKFILLING		\$50.00	EA	10.0	\$500.00
CONSUMABLE MATERIALS		\$35.00	EA	2	\$70.00
SUPPLY WATER	As needed if not provided onsite	\$85.00	EA	1	\$85.00
ADDITIONAL SERVICE - TRAFFIC CONTROL		\$750.00	DAY	1	\$750.00
FLUCTUATING FUEL RECOVERY		\$506.08	EA	1	\$506.08
Total					\$6,692.88

This Scope of Services includes up to four (4) hydro excavation test holes in general locations shown in the aerial image below. COMPANY will mark proposed traffic signal pole locations with wood lathe and appropriate signal pole foundation information.

Phase 4.0 Right-of-Way and Easements (2.4.5 Right-of-Way and Easement Acquisition) Scope of Services and Estimate for JCG Land Services:

 CLIENT HR Green PROJECT NAME Ankeny - NW Irvinedale Drive & NW 18th Street BID DATE 10/9/2024 ADDRESS 5525 Merle Hay Road, Suite 200 CITY/STATE/ZIP Johnston, IA 50131 PHONE 515-278-2913 E-MAIL etyrrell@hrgreen.com PREPARED BY: Mike Holsapple	ROW Services Cost Estimate Breakdown Green Ankeny - NW Irvinedale Drive & NW 18th Street Intersection Improve Estimated Number of Parcels: 7			
	Description of Expenses	Amount	Hours	Unit Price
	Title Reports (Peoples Abstract Company/Statewide Abstract and 1	5		\$450.00
	Project Data Book			
	Compensation - Appraisals (Iowa Appraisal) & Appraisal Reviews (Broders Appraisal)	5		\$4,000.00
	Compensation - Appraisal Waivers	2	8	
	GIS/GPS Easement Exhibits			
	GIS/GPS Easement Mapping			
	Title Research & Transfer Doc Prep.		42	
	Acquisition Process		173.5	
				Total
				\$2,250.00
				\$20,000.00
				\$840.00
				\$4,480.00
				\$19,952.50
				\$6,580.00
				\$1,597.50
				\$33,450.00
				\$22,250.00
				\$55,700.00
				\$7,957.14

This project cost estimate is valid for 90 days from the bid date listed above.

CLIENT and COMPANY agree to amend the professional services fee as follows:

7.0 PROFESSIONAL SERVICES FEE

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a Not-to-Exceed fee to be increased by \$69,053 summarized as follows:

Phase 2.0	2.2.1 Utility Coordination	\$ 11,873
Phase 4.0	2.4.5 Right-of-Way and Easements	\$ 57,180
Total		\$ 69,053



The summary above is provided for information purposes. Fee for each Task and Phase may be reallocated to other Tasks and Phases based on project workflow.

The total authorized compensation after this Amendment, including the original Professional Services Agreement, is **Four Hundred Sixty-Seven Thousand, Four Hundred Fifty-Three Dollars (\$467,453.00).**

This AMENDMENT is subject to all provisions of the original Professional Services Agreement.

This AMENDMENT, together with the original Professional Services Agreement represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

This AMENDMENT executed the day and year written above.

HR GREEN, INC.

A blue ink signature of Ryan K. Simbro, written over a horizontal line.

Approved by:

Printed/Typed Name: Ryan K. Simbro, PE

Title: Regional Director - Transportation Date: 12/30/2024

CITY OF ANKENY

Accepted by:

Printed/Typed Name: Bobbi B. Bentz

Title: Mayor

Date: _____

Attest:

Printed/Typed Name: Michelle Yuska

Title: City Clerk

Date: _____



PROFESSIONAL SERVICES AGREEMENT

For

**NW Irvinedale Drive and NW 18th Street
Intersection Improvements**

City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA, 50023
515-963-3520

Ryan K. Simbro, P.E., Project Manager
HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA, 50131
515-657-5268

May 6, 2024

TABLE OF CONTENTS

1.0 PROJECT UNDERSTANDING

2.0 SCOPE OF SERVICES

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

5.0 SERVICES BY OTHERS

6.0 CLIENT RESPONSIBILITIES

7.0 PROFESSIONAL SERVICES FEE

8.0 TERMS AND CONDITIONS

EXHIBIT A CITY OF ANKENY INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

EXHIBIT B HR GREEN BILLING RATE SCHEDULE (EFFECTIVE JANUARY 1, 2024)

EXHIBIT C PREFERRED ALTERNATIVE CONCEPT DESIGN SCROLL PLOT

EXHIBIT D PROJECT SURVEY LIMITS



THIS **AGREEMENT** is between the City of Ankeny (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 PROJECT UNDERSTANDING

1.1 General Understanding

THIS AGREEMENT includes the preliminary and final design of the improvements to the NW Irvinedale Drive and NW 18th Street intersection in the City of Ankeny, described generally as follows:

- Reconstruction of the intersection of NW Irvinedale Drive and NW 18th Street, in order to provide dedicated left-turn lanes and right-turn lanes on all four legs of the intersection.
- Reconstruction of adjacent mainline (NW 18th Street) and side road (NW Irvinedale Drive) only to the extents necessary to complete transitions between the improvements and existing roadways in compliance with project design criteria.
- Reconstruction of business entrances along mainline (NW 18th Street) and side road (NW Irvinedale Drive) only within project limits.
- Reconstruction of an existing modular block retaining wall and reshaping along the south side of NW 18th Street in the SW quadrant of the intersection, if necessary.
- Removal of the existing traffic signal system and the installation of a new traffic signal system and associated street lighting at the intersection of NW Irvinedale Drive and NW 18th Street .
- Construction of sidewalks and ADA / PROWAG-compliant pedestrian ramps at the intersection and four (4) commercial accesses.
- Storm sewer improvements on both NW Irvinedale Drive and NW 18th Street corridors.
- Related utility adjustments, surface restoration, pavement marking and signage, and other minor appurtenances associated with the aforementioned improvements and necessary to produce a finished project.

1.2 Project Criteria and Assumptions

- The project will be let by means of a local letting, and the latest edition of the Statewide Urban Design and Specifications (SUDAS) and the current edition of the City of Ankeny Supplemental Specifications will be applicable to the design.
- The Public Rights-of-Way Accessibility Guidelines (PROWAG) will govern pedestrian facilities design. City preference is for minimum sidewalk width of 5 feet and maximum sidewalk width of 8 feet. However, these criteria will be evaluated in light of PROWAG requirements during design.
- City of Ankeny Guidelines for Street Lighting Design (latest edition) will govern street lighting design.
- The Scope of Services below assumes a modular block retaining wall will be suitable for the earth retaining structure described above.
- CAD production will be performed using Bentley OpenRoads Designer (ORD) software.
- The project limits will remain closed to through traffic during construction and access to properties must be maintained at all times.



2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Utility Coordination
- Phase 3.0 – Preliminary Design (60% complete)
- Phase 4.0 – Right-of-Way and Easements
- Phase 5.0 – Project Information Meeting
- Phase 6.0 – Geotechnical Engineering Services
- Phase 7.0 – Final Design
- Phase 8.0 – Pre-Letting Support

Each of these Phases of professional services is described in the following pages.

2.1 Phase 1.0 – Project Management and Administration

COMPANY will perform the following project management and administration services to deliver the project.

2.1.1 Administration and Controls

Prepare a Project Management Plan which includes communication protocols, schedule, work plan and a Quality Control Plan. COMPANY will monitor project progress in conformance with the Project Management Plan and design Quality Control reviews are completed in accordance with the Quality Control Plan.

2.1.2 Progress Reporting and Invoicing

Prepare twelve (12) monthly invoices (based on May 2024 through April 2025) and progress reports which describe services complete for the period, budget status, and any outstanding items critical to project delivery.

Deliverables for 2.1.2

- Monthly progress reports and invoices in PDF format

2.1.3 Communications and Meetings

Participate in recurring phone and email correspondence with CLIENT for the duration of 9 months based on May 2024 through January 2025.

Conduct one (1) internal project kick-off meeting and recurring internal coordination meetings with core team members to discuss project progress, schedule, and budget.

This task includes four (4) formal project status meetings with CLIENT, estimated to occur on a bi-monthly basis throughout the 9-month project duration, based on May 2024 through January 2025. Meetings will involve two (2) representatives of COMPANY, to be held at CLIENT's location or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each meeting.

Deliverables for 2.1.3

- Meeting agendas and minutes in PDF format



2.2 Phase 2.0 – Utility Coordination

2.2.1 Utility Identification

COMPANY will coordinate with Iowa One Call to identify utilities within the project footprint which require notification. COMPANY will contact public and private utility owners of record to request current maps of facilities within the project area to verify if any changes have occurred since the initial request. COMPANY will review utility maps provided by facility owners for consistency with previous field locates. Information obtained will supplement and be combined with utility information collected during the initial survey. COMPANY will provide utility entities with a “Functional Design Exhibit” early in the project, in April 2024 if possible.

Supplemental Utility Survey

COMPANY will request and collect utility locates for utilities recently installed or missing locates since the initial survey was performed. Utility locate tickets shall be made and coordinated with Iowa One Call.

Deliverables for 2.2.1

- *Functional Design Exhibit*
- *Utility Coordination Log in Excel format*

2.2.2 Conflict Identification

COMPANY will identify potential utility conflicts based on the surface locates provided by Iowa One Call service providers, utility survey of surface visible utility features, mapping and record drawings provided by utility owners, and the preliminary design developed for the projects. COMPANY will provide copies of Preliminary and Final Plans and will coordinate with utility companies to advise the utility companies of the nature and extent of the proposed improvements and potential conflicts.

Deliverables for 2.2.2

- *Plan submittals to utility entities in PDF format*

2.2.3 Meetings

COMPANY will conduct the following coordination meetings with facility owners. COMPANY will prepare agendas and document discussions and decisions in meeting minutes and distribute minutes to participants.

- Two (2) joint utility coordination meetings will be conducted at the conclusion of **Phase 3.0 – Preliminary Design**. One meeting will occur in the morning of one day and the other in the afternoon of a different day so private utility entities have options for attendance.
- Four (4) “focused-coordination” meetings are anticipated with the following private utility entities to discuss potential impacts to their facilities:
 - MidAmerican Energy – gas and electric
 - Lumen – fiber
 - Mediacom – fiber
 - UPN – fiber

Deliverables for 2.2.3

- *Meeting agendas and minutes in PDF format*



2.2.4 Relocation Plan Review

COMPANY will file private utility relocation plans, review relocation plans, and coordinate CLIENT relocation plan review. CLIENT will coordinate private utility relocation permitting.

2.3 Phase 3.0 – Preliminary Design (60% complete)

COMPANY will perform preliminary design services, including the preparation of Preliminary Plans depicting the proposed improvements in a single set of plans. The work tasks to be performed by COMPANY as part of this Phase are described below.

2.3.1 Preliminary Roadway

Preliminary Design Supplemental Survey

COMPANY shall perform any additional topographic survey for newly constructed areas completed after the original survey was performed, such as the reconstructed sidewalk in the northwest quadrant of the intersection.

Roadway Typical Sections and Details

Typical sections and typical details will be prepared to represent the appropriate width and longitudinal jointing layout of NW Irvinedale Drive and NW 18th Street based on Exhibit C. The typical section elements that will be reviewed include lane widths, curb and gutter sections, parking area width and slope, sidewalk width and location, utility locations, right-of-way width(s), and clear zone. CLIENT will inform COMPANY where 8-ft. and 5-ft. sidewalk sections are desired. It is assumed no more than three (3) typical section alternatives will be evaluated. Develop preliminary typical cross sections for both roadways based on the design criteria, pavement section(s), and typical section review.

Roadway Plan and Profile

Establish preliminary existing horizontal alignments and vertical profiles for both roadways based on the topographic survey and available as-built information. CLIENT will provide related plan sets to COMPANY. The existing alignments and profiles will be used to design alignments and profiles in areas of proposed reconstruction. Horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving, such as ditch grades, will be depicted on the D Sheets (NW 18th Street) and E Sheets (NW Irvinedale Drive).

Roadway Modeling and Cross Sections

Integrate preliminary horizontal and vertical designs, typical cross sections, and existing sections to prepare preliminary cross sections and determine slope intercepts as needed for guidance during design, review, and quantity estimating. Cross sections will be created at 25-foot intervals and at geometric break points, transition points (e.g. begin/end lane taper), and entrance centerlines using Bentley OpenRoads Designer (ORD) software. Revise cross sections to accommodate grading/side drainage design, erosion control features, and potential guardrail location.

2.3.2 Preliminary Intersection

COMPANY will design the intersection of NW Irvinedale Drive and NW 18th Street based on the preferred alternative selected during Conceptual Design as shown in Exhibit C. COMPANY will develop the geometric layout for the intersection. Intersection geometric (horizontal and vertical) roadway and pedestrian facility designs will consider right-of-way restrictions/impacts, drainage design, left turn lane and right turn lane capacity needs, pedestrian facilities, existing and proposed utility locations, and other constraints (e.g. private property infrastructure). Intersection returns will be evaluated to accommodate a WB-67 design vehicle.



Deliverables for 2.3.2

- *Vehicle turning movements exhibit in PDF format*

2.3.3 Preliminary Private Entrances

COMPANY will design two (2) NW 18th Street private entrance locations and two (2) NW Irvinedale Drive private entrance locations. Horizontal alignment and vertical profile will be depicted on a NW 18th Street preliminary plan and profile D Sheet and NW Irvinedale Drive preliminary plan and profile E Sheet, as applicable.

2.3.4 Preliminary Drainage

A preliminary storm sewer and drainage design will be developed, in general accordance with SUDAS Stormwater Management Criteria, Standard Specifications, and the current edition of the City of Ankeny Supplemental Specifications. Storm sewer structure types, pipe sizes and lengths, culvert sizes and lengths, revetment sizing and quantities along with specific erosion control measures will be specified. Green Infrastructure BMPs are not included in this Scope of Services.

2.3.5 Preliminary Construction Staging and Traffic Control

Develop a preliminary construction staging plan and preliminary traffic control notes. Maintenance of vehicular traffic to critical points (e.g. property in NW quadrant) will be developed and analyzed, including detours based on the project limits remaining closed to through traffic during construction and access to properties being maintained at all times. Pedestrian detours will also be considered and developed.

2.3.6 Preliminary Traffic Signal

The design will involve the replacement of the existing traffic signal system including cabinet, poles, handholes and associated conduit/wiring. New pedestrian related equipment including push buttons and pedestrian signal heads is anticipated. It is anticipated that the existing vehicle detection system at the intersection will be salvaged and a new vehicle detection system will be installed.

It is understood that CLIENT will provide traffic signal timing adjustments as necessary to the awarded Contractor as part of the traffic signal turn-on process. Development of traffic signal phasing/timing tables are not anticipated and are not included within this Scope of Services.

The traffic signal system design for the intersection of NW Irvinedale Drive and NW 18th Street will be based on the following assumptions:

- New traffic signal cabinet / controller (low voltage ATC) (location to be determined as part of design process).
- Power service connection to be developed and coordinated with electric service provider (power service location to be determined as part of design process).
- APS Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles in each of the quadrants.
- New stand-alone pedestrian push button and/or pedestrian signal poles is anticipated.
- Traffic signal poles will be combination traffic signal / lighting galvanized steel poles.
- New stock equipment will be used for proposed equipment.
- Design/or modification of fiber optic cables or other means of traffic signal system interconnect is anticipated.



- Interconnect design will consist of design of conduit/handhole routing along NW Irvinedale Drive and NW 18th Street.
- Design will include the installation of fiber optic cables, tracer wire, and pull rope within dedicated 2 inch conduit pathway as necessary to tie-into the existing fiber optic cable.
- Interconnect design will be at the outside plant fiber optic cable level.
- Splicing and fiber optic termination documents will be needed and will be provided by CLIENT to the Contractor, understood as part of the pre-construction conference.
- The use of video vehicle detection is anticipated.
- Pan/tilt/zoom traffic monitoring camera is anticipated.
- The installation of Opticom emergency vehicle preemption (EVP) equipment is anticipated.
- Combination traffic signal/light poles will be used – including both traffic signal head mast arm and luminaire mast arm – Pole style/finish consistent with proposed aesthetics of corridor. Photometric analysis of the two intersecting corridors in the vicinity of the intersection will be necessary and this work is covered in this Scope of Services.
- The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs, turn arrow plaques, and pedestrian signs.
- Traffic counts and/or traffic capacity analysis from COMPANY will not be required and is not included in this Scope of Services.
- Design of temporary traffic signal system is not anticipated and not included within this Scope of Services.

Site Visits

Two (2) site visits will be conducted specifically to support traffic signal design. These site visits will involve two (2) representatives of COMPANY.

Traffic Signal Plans

COMPANY will prepare traffic signal plans for the intersection of NW Irvinedale Drive and NW 18th Street. The preliminary permanent traffic signal plans are anticipated to include:

- General notes and legend sheet (1 sheet)
- Abbreviations/Special Equipment to be Used/Bill of Materials Sheet (1 sheet)
- Removal/Modification of existing system plan sheet (1 sheet)
- Traffic signal layout plan sheet (1 sheet)
- Vehicle detection layout/summary sheet (1 sheet)
- Conduit and wiring layout sheet (1 sheet)
- Tabulations sheet (1 sheet)
- Fiber optic layout sheet (1 sheet)
- Typical details sheets (2 sheets)

The traffic signal layouts will include location of proposed traffic signal and pedestrian poles, power source, vehicle and pedestrian signal heads, pedestrian push buttons, controller cabinet, conduit, and handholes. Layouts should be to an accuracy level that is favorable for CLIENT to order poles after completion of preliminary design (60% plans completion).

The traffic signal wiring diagram callouts/annotations, fiber optic cable details/notes, traffic signal tabulations, and Public Interest Finding (PIF) memorandum will be completed as part of **Phase 7.0 – Final Design**.



2.3.7 Preliminary Retaining Wall

Develop a preliminary retaining wall layout per recommendations provided by the geotechnical sub-consultant. Type of wall is assumed to be modular block.

2.3.8 Preliminary Plans

COMPANY will prepare Preliminary Plans (60%) for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments. The following sheets will be included in the Preliminary Plans submittal.

- Title Sheet and Location Map Sheet (A Sheets)
- Preliminary Typical Cross Sections (B Sheets)
- Preliminary Quantities (C Sheets)
- Preliminary Plan and Profile for NW 18th Street (D Sheets)
- Preliminary Plan and Profile for NW Irvinedale Drive (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Preliminary Right-of-Way and Easements Layout (H/HE Sheets)
- Preliminary Construction Staging Overview and Detour Maps (J Sheets)
- Preliminary Storm Sewer Plan (M Sheets)
- Preliminary Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Preliminary Permanent Pavement Markings (PM Sheets)
- Preliminary Sidewalk and Pedestrian Ramp Plan (S Sheets)
- Existing Utility Mapping (U Sheets) *for information only*
- Preliminary Retaining Wall (U Sheets)
- Preliminary Cross Sections for NW 18th Street (W Sheets)
- Preliminary Cross Sections for NW Irvinedale Drive (X Sheets)

Deliverables for 2.3.8

- *Preliminary plans in PDF format*

2.3.9 Preliminary Bid Items and OPCC

Determine preliminary quantities and SUDAS bid items to prepare a preliminary Opinion of Probable Construction Cost (OPCC) for the project, including 15% contingency. The OPCC will be based on preliminary estimated quantities for major construction items and recent City of Ankeny bid tabs.

Deliverables for 2.3.9

- *Preliminary design OPCC in Excel and PDF formats*

2.3.10 Preliminary Field Review

Review of Preliminary Plans at the project site with CLIENT to discuss key issues and design elements, including pavement reconstruction limits, drainage design, utility installations, pedestrian facility, and traffic signal improvements. The review will be held to identify necessary adjustments and items to be carried into **Phase 7.0 – Final Design**. It is assumed two (2) representatives of COMPANY will participate in the field review with CLIENT.

2.3.11 Preliminary Design Quality Control Reviews

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to the Preliminary Plans milestone submittal by the Project Manager and experienced professional engineers to check for accuracy of engineering design,



constructability of the project, and completeness of plans. This task includes time for COMPANY to coordinate comment resolution with CLIENT based on one (1) round of CLIENT review comments received following submittal of Preliminary Plans.

2.4 Phase 4.0 – Right-of-Way and Easements

COMPANY will determine permanent right-of-way and permanent and temporary easement requirements for the project. COMPANY will prepare right-of-way plats and easement exhibits following CLIENT review of Preliminary H/HE Sheets.

2.4.1 Right-of-Way Layout

COMPANY will determine the proposed right-of-way and permanent and temporary easements necessary to construct, operate, and maintain existing and proposed CLIENT infrastructure. The preliminary right-of-way layout and easement limits will be displayed on Preliminary H Sheets and submitted to CLIENT as part of the Preliminary Plans submittal. Final H Sheets will be prepared following CLIENT review of Preliminary H Sheets and will depict final right-of-way and easement lines and will also be included in the Check Plans and Final Plans for information only. COMPANY anticipates proposed right-of-way and easement determination on five (5) properties.

2.4.2 Right-of-Way Survey and Mapping

COMPANY will perform right-of-way survey and mapping for the project. The extent of the right-of-way survey and mapping will be as necessary to establish existing right-of-way and easements and will be performed under the supervision of COMPANY'S Professional Land Surveyor licensed in the State of Iowa.

Right-of-Way Survey

Utilizing project control previously established by the COMPANY, right-of-way survey services provided are generally described below:

- Research City and County records including right-of-way strip maps, subdivision plats, section corner ties and surveys and locate existing boundary corner monuments based on title certificates provided by CLIENT.
- Determine parcel owners, based on Polk County records and provided title certificates, affected by the project and establish parcel lines, right-of-way lines, section lines, and easements.
- Preliminary stake proposed right-of-way and easement acquisitions with lath.
- Right-of-way survey services shall extend to the limits shown in Exhibit D.

Right-of-Way Mapping

Right-of-Way Survey will be mapped to establish existing right-of-way and easements, based on provided title certificates and county records, under the supervision of COMPANY'S Professional Land Surveyor licensed in the State of Iowa.

- Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.
- Prepare necessary section corner certificates.



- Prepare CAD files in Bentley OpenRoads Designer (ORD) with parcel lines, right-of-way lines, section lines, and easements as shown on existing plats and other documents of record along with the land corner monuments and parcel pins located in the field.

2.4.3 Platting and Exhibits

COMPANY will prepare proposed temporary construction easement exhibits and right-of-way and permanent easement plats and associated legal descriptions for use in acquiring property necessary to construct, operate, and maintain existing and proposed CLIENT infrastructure. The Scope of Services as part of THIS AGREEMENT includes:

- Up to five (5) Right-of-Way Plats and Legal Descriptions for the following properties:
 - 3004 NW 18th Street
 - 1606 NW Irvinedale Drive
 - 1626 NW North Creek Drive
 - 2910 NW 17th Court
 - 1803 NW Cedarwood Lane
- Up to six (6) Temporary Easement Exhibits for the following properties:
 - 3004 NW 18th Street
 - 1606 NW Irvinedale Drive
 - 1626 NW North Creek Drive
 - 2910 NW 17th Court
 - 1803 NW Cedarwood Lane
 - Village at Trestle Crossing, Lot 45

Acquisition plats and legal descriptions shall comply with the requirements of the Iowa Code and will be certified by COMPANY'S Professional Land Surveyor preparing the documents.

Deliverables for 2.4.3

- *Right-of-Way and Permanent Easement Plats and Legal Descriptions*
 - *ROW and PE Plats 8.5" x 14"*
- *Temporary Easement Exhibits*
 - *TE Exhibits 8.5" x 11"*

2.4.4 Right-of-Way Quality Control Reviews

Quality Control Reviews will be performed to verify existing and proposed right-of-way and easement lines; correctness of property owner information and legal descriptions; and accuracy and completeness of H Sheets, plats, and exhibits.

2.5 Phase 5.0 – Project Information Meeting

Includes one (1) Project Information Meeting (PIM) involving two (2) representatives of COMPANY following submittal of Preliminary Plans. COMPANY will provide two (2) plotted exhibits for the PIM.

CLIENT will determine affected residents and businesses requiring notification by mailed letter, prepare, and mail meeting notification letters to affected property owners, and organize meeting location. COMPANY will document discussions and comments received by affected property owners at the PIM to consider in development of final design.

Refinement of PIM scroll plot exhibits following the meeting is not included in this Scope of Services. Individual property owner coordination is not included in this Scope of Services. Presentations or preparation of handouts are not included in this Scope of Services.



Deliverables for 2.5

- *Project Information Meeting Scroll Plot Exhibits in PDF format*

2.6 Phase 6.0 – Geotechnical Engineering Services

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to provide subsurface exploration as described in Scope Section 5.0.

COMPANY effort for this task includes time for administrative and technical coordination and action.

Deliverables for 2.6

- *Geotechnical Engineering Letter in PDF format*

2.7 Phase 7.0 – Final Design (100% complete)

Upon CLIENT's acceptance of the Preliminary Plans comment resolution, COMPANY shall subsequently proceed with **Phase 7.0 – Final Design**. The services to be performed by COMPANY as part of this Phase are described below.

2.7.1 Final Roadway

Final roadway design will be developed based on the design developed during **Phase 3.0 – Preliminary Design**. Design will be in accordance with SUDAS Standard Specifications and the current edition of the City of Ankeny's Supplemental Specifications to SUDAS. The final roadway design will include the primary components:

Roadway Typical Sections and Details

Refine proposed typical sections (B Sheets) from the Preliminary Plans to reflect roadway widths, turn lane limits, sidewalk construction limits, roadside design, and final ditch designs. Typical details will also be finalized and included in the B Sheets.

Roadway Plan and Profile

Horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving will be finalized and depicted on the D Sheets (NW 18th Street @ 40 scale) and E Sheets (NW Irvinedale Drive @ 40 scale).

Roadway Geometrics and Jointing

COMPANY will prepare a final geometric and jointing plan for the complete project due to the frequent changes in typical sections. Roadway cross slopes, taper transition points, limits of curbs, shoulder transitions, and jointing will be depicted on L Sheets.

Roadway Modeling and Cross Sections

COMPANY will integrate final horizontal alignments and refined profiles, CLIENT approved typical cross sections, and existing terrain to prepare the final roadway models and cross sections for inclusion in the plans.

Cross sections will be finalized for NW 18th Street (W Sheets) and NW Irvinedale Drive (X Sheets) at 25-foot intervals and at geometric break points, transition points, and entrance centerlines using Bentley OpenRoads Designer (ORD) software. COMPANY will incorporate intersection geometrics into a detailed intersection model to validate intersection construction limits, crossing slopes, and longitudinal slopes. Earthwork computations will be performed using the final cross sections and provided in a Tabulation of Earthwork (T Sheets).



2.7.2 Final Intersections

COMPANY will prepare final intersection and sidewalk layouts for the project. Plans will include intersection specific layouts, including geometrics, staking, and jointing, and Sidewalk Compliance Tabulations.

Geometrics, Staking, and Jointing

Determine final pavement elevations, curb return profiles, and jointing details at the NW Irvinedale Drive and NW 18th Street intersection. Intersection geometrics, staking, and jointing will be shown on L Sheets.

Sidewalks and Pedestrian Curb Ramps

Finalize the design for the sidewalk and pedestrian curb ramps developed during **Phase 3.0 – Preliminary Design**. Verify compliance with the current “Public Right-of-Way Accessibility Guidelines” (PROWAG) and SUDAS design standards. Determine the final geometrics, running slopes, cross slopes, landing areas, level operating spaces, and elevations for sidewalk and pedestrian curb ramps along with coordinating the locations and elevations of pedestrian push buttons. Intersection sidewalk and curb ramp calculations will be shown on the Sidewalk Compliance Tabulations (S Sheets).

2.7.3 Final Private Entrances

COMPANY will finalize the design of two (2) NW 18th Street private entrance locations and two (2) NW Irvinedale Drive private entrance locations. Horizontal alignment and vertical profile will be depicted on a NW 18th Street plan and profile D Sheet or NW Irvinedale Drive plan and profile E Sheet.

2.7.4 Final Drainage

COMPANY will finalize storm sewers, culvert layouts, and drainage designs during the final design phase based on comment resolution of Preliminary Plans. Finalize type, size, and location of storm sewers. Also, verify critical form grade and flowline elevations of existing and proposed storm sewer structures and pipes.

2.7.5 Final Construction Staging and Traffic Control

Refine the construction staging, maintenance of access plans and traffic control plan developed during **Phase 3.0 – Preliminary Design**. The final plan will include provisions for managing access to affected properties during construction. Maintenance of vehicular traffic will be finalized, including detours. Pedestrian detours will also be finalized. This task includes layout of temporary traffic control devices in accordance with CLIENT standards and FHWA MUTCD.

This task also includes layout of permanent pavement markings and small sign assemblies in the PM Sheets in accordance with CLIENT standards and the FHWA MUTCD.

2.7.6 Final Traffic Signal

This task includes the preparation of final traffic signal plans for the intersection of NW Irvinedale Drive and NW 18th Street. COMPANY will refine the traffic signal design plans developed during **Phase 3.0 – Preliminary Design**. Determine final traffic signal locations, wiring, and pedestrian accommodations and develop vehicle detection sheets. Tie-in to existing traffic signal interconnection infrastructure along both the NW Irvinedale Drive and NW 18th Street corridors will be required as part of the project.



The design of a temporary traffic signal system is not anticipated and not included in this Scope of Services. A Public Interest Finding (PIF) memo is not anticipated as part of the Scope of Services due to local funding being utilized for the project.

COMPANY will coordinate with the local utility company on power supply to the traffic signal systems. COMPANY anticipates utilizing the existing power service location for the intersection. Location of the power source will be confirmed with MidAmerican Energy and identified accordingly on the plans.

It is understood that CLIENT will provide traffic signal timing values as necessary to the Contractor as part of the traffic signal turn-on process; thus the development of traffic signal timing tables are not anticipated and not included within this Scope of Services.

2.7.7 Final Lighting

Develop a street lighting layout based on MidAmerican Energy's standard street lighting equipment to accommodate the reconstruction and widening of the project area. The lighting layout will also include luminaires located on top of the traffic signal structures at each corner of the signalized intersection of NW Irvinedale Drive and NW 18th Street.

COMPANY will perform a photometric analysis, per City of Ankeny's Guidelines for Street Lighting, to calculate and illustrate the resulting illumination of the layout. Finalize the wattage, mounting height, and location of lighting poles based on the standard street lighting equipment and structures typically supplied by MidAmerican Energy and City of Ankeny's Guidelines for Street Lighting.

Street lighting layout sheets (P Sheets) will be included in the plans for information only. Plans will include a station / offset table for street light locations. Final street lighting layout will be used as the basis for MidAmerican Energy to perform final design of the street lighting system and develop a cost proposal to construct the street lighting system within the project area. CLIENT will review and approve the photometric analysis and final lighting layout for MidAmerican Energy design and construction. COMPANY will assist CLIENT in obtaining the utility's lighting design and cost proposal.

Deliverables for 2.7.7

- *Street Lighting and Photometric Analysis for MidAmerican Energy designs*

2.7.8 Final Erosion Control and Seeding

Finalize locations and types of temporary and permanent erosion control measures to be used on the project. COMPANY will indicate location of erosion control devices and areas to be seeded on R Sheets.

2.7.9 Special Layouts and Details

COMPANY will prepare special layouts and details on U Sheets for the following:

Removal Plan

COMPANY will prepare a separate removal plan to depict removal of existing pavements, drainage structures, entrances, sidewalks, and similar infrastructure.



Final Retaining Wall

Finalize the retaining wall layout per recommendations provided by the geotechnical sub-consultant. This assumes a modular block retaining wall is suitable for the project. The final design of the retaining wall system will be the Contractor's responsibility.

Existing Utilities Mapping

Existing Utilities Mapping (for information only) will be based on utility survey of surface visible utility features and Iowa One Call locates.

2.7.10 Final Plans

COMPANY will prepare bid-ready Check Plans (95%) for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments from the Check Plans submittal and prepare Final Plans (100%) for local letting. The following sheets will be included in the Check Plans and Final Plans.

- Title Sheet and Location Map Sheet (A Sheets)
- Typical Cross Sections and Details (B Sheets)
- Quantities, Estimate Reference Information, and General Information (C Sheets)
- Plan and Profile for NW 18th Street (D Sheets)
- Plan and Profile for NW Irvinedale Drive (E Sheets)
- Removal Plan (F Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Right-of-Way and Easement Layout (H/HE Sheets)
- Construction Staging, Detour Maps, and Temporary Traffic Control (J Sheets)
- Geometrics, Staking, and Jointing (L Sheets)
- Storm Sewer and Drainage Plan (M Sheets)
- Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Street Lighting Layout (P Sheets) *for information only*
- Permanent Pavement Markings and Signing (PM Sheets)
- Erosion Control and Seeding (R Sheets)
- Sidewalk and Pedestrian Ramp Plan and Sidewalk Compliance (S Sheets)
- Tabulation of Earthwork (T Sheets)
- Special Details (U Sheets)
- Retaining Wall (U Sheets)
- Existing Utility Mapping (U Sheets) *for information only*
- Cross Sections for NW 18th Street (W Sheets)
- Cross Sections for NW Irvinedale Drive (X Sheets)

Deliverables for 2.7.10

- *Check plans in PDF format*
- *Final plans in PDF format*
- *Final plans in hard copy format (5 sets)*

2.7.11 Final Bid Items and OPCC

Determine final bid items using the standard bid items provided by SUDAS. Prepare and verify quantity calculations for bid items. Prepare estimate reference information based on SUDAS Specifications and CLIENT Supplemental Specifications.



Prepare Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on estimated quantities for construction bid items. The OPCC will be submitted at the Check Plans and Final Plans milestones.

Deliverables for 2.7.11

- *Check design OPCC in Excel and PDF formats*
- *Final design OPCC in Excel and PDF formats*
- *Final listing of bid items and quantities in CLIENT-provided Excel format*

2.7.12 Final Design Quality Control Reviews

Quality Control Reviews will be performed prior to Check Plans and Final Plans milestone submittals by the Project Manager and experienced Project Engineers. Reviewers will check for accuracy of engineering design, constructability of the project, completeness of plans, and appropriate specifications and bid items.

2.8 Phase 8.0 – Bid Phase Services

COMPANY will perform the following tasks related to project permitting and bid letting.

2.8.1 Permits

Due to the proposed improvements, it is assumed one (1) Storm Water (NPDES) Permit will be required from the Iowa Department of Natural Resources (DNR). COMPANY will provide technical criteria, written descriptions, design data, and prepare and submit the Iowa DNR Storm Water Construction Permit application on behalf of the CLIENT. Any fees for the permits, licenses or other costs associated with the permits and approvals will be invoiced to CLIENT as reimbursable expenses.

Deliverables for 2.8.1

- *NPDES Permit Application*

2.8.2 Bid Letting Assistance

COMPANY will perform the following tasks to fulfill the project bid letting:

- Respond to contract document-related questions and, if necessary, issue applicable addenda to interpret, clarify, or expand the bidding documents. A maximum of two (2) addenda are included in the Scope of Services.

Deliverables for 2.8.2

- *Applicable Addenda*

Deliverables for 2.8

- *City Preconstruction Submittal Requirements*

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

The following schedule includes estimated milestone dates for the Scope of Services included under this AGREEMENT. The schedule includes reasonable allowances for review and approval times required by CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.



• Preliminary Plans (<i>60% complete</i>) Submittal	June 17, 2024
• Joint Utility Coordination Meetings	July 8, 2024
• Right-of-Way and Easement H Sheets Submittal	July 15, 2024
• Right-of-Way Plats and Easement Exhibits Submittal	July 29, 2024
• Project Information Meeting (PIM)	August 27, 2024
• Check Plans (<i>95% complete</i>) Submittal	October 14, 2024
• Final Plans (<i>100% complete</i>) Submittal	November 25, 2024
• Set Bid Date and Public Hearing Date	December 16, 2024
• Bid Letting	January 14, 2024
• Construction Contract Award	January 20, 2024

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this AGREEMENT:

- Environmental site assessments and documentation.
- Special Assessments.
- Traffic data collection, volume forecasting, and operations analysis.
- Stormwater routing analysis and detention basin design.
- Detailed, final retaining wall design.
- Street lighting photometrics or design beyond the limits of the actual intersection footprint.
- Property Appraisals, Acquisition Compensation Estimates (by City Attorney).
- Presentation at City Council Meetings.
- Coordination and meetings with property owners, local interest groups, or public.
- Construction observation and administration services.
- Construction survey and staking.
- Costs associated with project delay or scope changes outside the control of COMPANY.

Supplemental services not included in this AGREEMENT can be provided by COMPANY as part of an AMENDMENT, or under a separate AGREEMENT, if desired.

5.0 SERVICES BY OTHERS

COMPANY will rely on a SUBCONSULTANT for the following items:

Efforts referenced previously and included in **Phase 6.0 – Geotechnical Engineering Services** are described per TERRACON's following proposal:



Proposal for Geotechnical Engineering Services
Project Name | City, State
Date | Terracon Proposal No. PXXXXXXX



Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

We understand this project does not need to follow the Iowa Department of Transportation’s (Iowa DOT) current Design Manual, Chapter 200I-1, Consultant Geotechnical (Soils Design) Work Requirements, nor does it need to follow an alternative local Design Manual.

Based on our experience with similar projects in the vicinity of the project site, we propose the following field exploration program:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
1	25	Traffic Signal Foundation
2	10 to 15	Retaining Wall
6	10 to 15	Roadway

1. Although not anticipated for the proposed boring depths, borings would be terminated at shallower depths if refusal is encountered. Rock coring is not included in this Scope of Services.

Boring Layout and Elevations: We plan to use handheld GPS equipment to initially locate the borings. If available, approximate ground surface elevations will be obtained by interpolation from a site specific, surveyed topographic map. Boring layout and elevations by Terracon would be considered approximate.

We can alternatively coordinate with your Project Professional Surveyor to include the boring locations and ground surface elevations they record, if requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drilling rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Where borings are located on existing pavement, the augers will be advanced through the pavement, and the approximate pavement thickness will be measured with a tape on the side of the borehole. Four samples will be obtained in the upper 10 feet of each boring, and samples will be obtained at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers will be driven in general accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers and transported to our laboratory for testing. In addition, we will



Proposal for Geotechnical Engineering Services

Project Name | City, State

Date | Terracon Proposal No. PXXXXXXX



observe and record subsurface water levels during drilling and sampling, where not precluded by the introduction of drilling fluids or due to safety concerns.

Our exploration team will prepare field boring logs to record sampling depths, penetration distances, other relevant sampling information, visual descriptions of materials observed during drilling, and the driller's interpretation of subsurface conditions between samples.

Property Disturbance: We will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, disturbance could occur (e.g., rutting from tires, muddying the ground surface, etc.). Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

We will backfill borings with auger cuttings and/or sand on completion. Pavement penetrations created by our exploration crew will be patched with sack-mix concrete. Our services do not include repair of the site beyond backfilling our boreholes and patching pavements penetrations. Excess auger cuttings will be collected and hauled off-site. Because backfill material often settles below the surface after a period, we recommend the boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

We are not currently aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require excavations into the subsurface, therefore we will comply with local regulations to request a utility location service through Iowa One Call. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based on the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Site Access: We anticipate that all borings will be performed in the existing City right-of-way. Terracon must be granted access to the site by the property owner. Prior to



Proposal for Geotechnical Engineering Services

Project Name | City, State

Date | Terracon Proposal No. PXXXXXXX



mobilizing drilling equipment, Terracon will acquire the required City right-of-way permit.

Traffic Control: Because this project is located along active roadways, we anticipate traffic control will be required to safely perform our borings. We have budgeted for subcontracting traffic control services (signage and flaggers) during our drilling activities.

Laboratory Testing

The project engineer will review field data and assign various laboratory tests to better understand select engineering properties of various soil strata. Exact types and numbers of tests cannot be defined until completion of field work, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit weight
- Unconfined compressive strength
- Atterberg limits
- Grain size analysis

Our laboratory testing program includes examination of soil samples. Based on the results of our field and laboratory programs, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil descriptions
- Subsurface water levels observed during and after the completion of drilling, when applicable
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork construction, including:
 - Site preparation
 - Considerations for existing fill soils, if applicable



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- Shrink-swell soil design considerations, if applicable
- Structural fill material types, including suitability of on-site soils
- Structural fill compaction criteria
- Excavation considerations
- Opinions on if SUDAS standard footings could be used for the traffic signals. If non-standard foundations are needed, our report will include deep foundation (drilled shaft) design and construction recommendations, including:
 - Estimated soil layer parameters, including unit weight, cohesion, and friction angle
 - Allowable Stress Design (ASD) parameters for side resistance and end bearing
 - LPILE parameters for lateral resistance analysis (performed by others)
- Pavements
 - Subgrade preparation recommendations for pavements
 - Subsurface drainage recommendations for pavements
- Retaining wall considerations including: ¹
 - Considerations regarding suitable bearing materials and anticipated depths
 - Effective stress and total stress parameters (friction and cohesion) for the wall foundation soils

1. Analysis and design of the retaining wall (including internal stability, external stability, and global stability analyses) are not included in Terracon's Scope of Services or fee. We expect these services will be performed by the wall designer.

In addition to an emailed report, your project will be delivered using Terracon Compass (Compass). Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of Compass. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory tests
- Geotechnical Engineering Report

When services are complete, we will upload a printable version of our completed Geotechnical Engineering report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.



6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Existing site information and as-builts not already provided.
- Coordination and meetings with property owners, local interest groups, or public.
- Property Appraisals, Acquisition Compensation Estimates (by City Attorney).
- Acquisition of right-of-way and easements.
- Payment processing for property acquisition.
- Presentation at City Council Meetings.
- Mail Project Information letter and PIM notices to property owners and business.
- Signature authority and expense reimbursement for required permit applications.
- Approve Invoice Payment Applications.

7.0 PROFESSIONAL SERVICES FEE

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates (EXHIBIT B) current at the time AGREEMENT is signed. Standard hourly rates are subject to change annually upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

Any services required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.



7.5 Payment

CLIENT AGREES to pay COMPANY on a Time and Material basis with a Not-to-Exceed fee of \$398,400 summed as follows:

Phase 1.0 – Project Management and Administration	\$ 35,800
Phase 2.0 – Utility Coordination	\$ 21,405
Phase 3.0 – Preliminary Design	\$ 116,650
Phase 4.0 – Right-of-Way and Easements	\$ 15,600
Phase 5.0 – Project Information Meeting	\$ 4,100
Phase 6.0 – Geotechnical Engineering Services	\$ 20,845
Phase 7.0 – Final Design	\$ 179,000
Phase 8.0 – Bid Phase Services	\$ 5,000
Total	\$ 398,400

The summary above is provided for information purposes. Fees for each Phase may be reallocated to other Phases based on project workflow.



8.0 TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'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 COMPANY 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 COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY 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 COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus actual out of pocket expenses incurred by COMPANY due to termination.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 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 COMPANY. The COMPANY'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 COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY 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.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the



submitted electronic materials shall be subject to separate agreement. 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 COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY 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.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,



employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Indemnification

The COMPANY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, the CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the COMPANY's negligent performance of professional services and negligent acts in connection with the Project under this Agreement and that of its subconsultants or anyone for whom the COMPANY is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY, its officers, directors, employees and subconsultants (collectively, the COMPANY) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the COMPANY shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Ryan Simbro, P.E.

Author Name

Approved by:

A handwritten signature in blue ink, appearing to read 'David Maxwell', written over a horizontal line.

Printed/Typed Name:

David Maxwell

Title: Vice President

Date: 5/1/2024

CITY OF ANKENY

Accepted by:

DocuSigned by:
A handwritten signature in black ink, appearing to read 'Mark E. Holm', written over a horizontal line.
4C9E47CBE956471...

Printed/Typed Name:

Mark E. Holm

Title: Mayor

Date: 5/6/24

Attest:

DocuSigned by:
A handwritten signature in black ink, appearing to read 'Michelle Yuska', written over a horizontal line.
7E497FC63C464A0...

Printed/Typed Name:

Michelle Yuska

Title: City Clerk

Date: 5/6/24

City of Ankeny Insurance Requirements for Professional Services

1. _____ shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 “Designated Location(s) General Aggregate Limit” or CG 25 03 “Designated Construction Project (s) General Aggregate Limit” as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY \$ 1,000,000 (Combined Single Limit)

C) WORKERS’ COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$500,000
Each Employee-Disease	\$500,000
Policy Limit-Disease	\$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY \$ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) PROFESSIONAL LIABILITY

\$ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



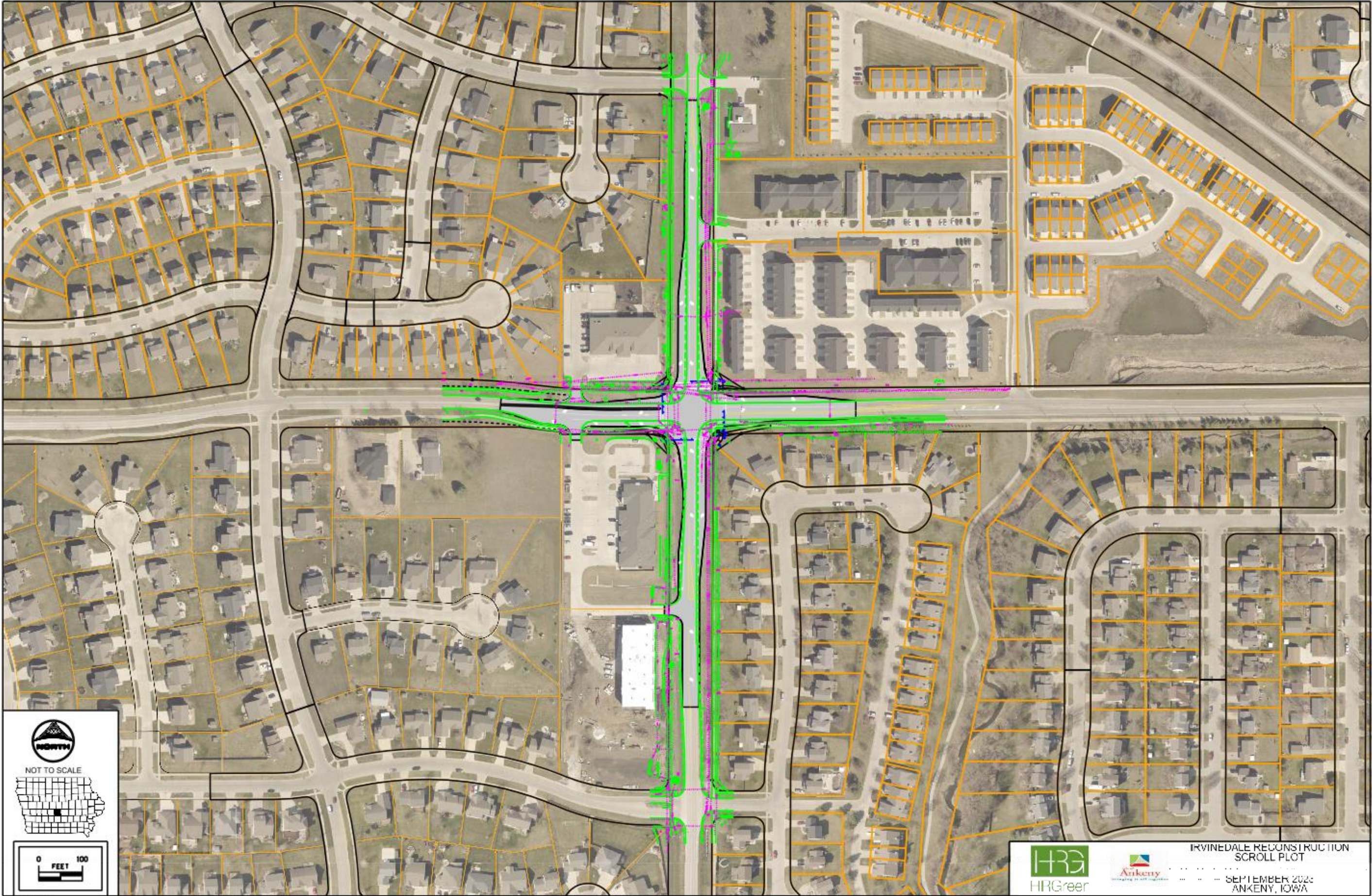
HR GREEN
Billing Rate Schedule
Effective January 1, 2024

Professional Services**Billing Rate Range**

Principal	\$250- \$370
Senior Professional	\$250- \$370
Professional	\$170- \$250
Junior Professional	\$100- \$175
Senior Technician	\$130- \$180
Technician	\$75- \$145
Senior Field Personnel	\$140- \$225
Field Personnel	\$100- \$170
Junior Field Personnel	\$75- \$125
Administrative Coordinator	\$75-\$130
Administrative	\$75- \$130
Corporate Admin	\$100- \$160
Operators/Interns	\$75- \$150

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.90 per mile or \$85.00 per day.
- ~~3. Charges for sub-consultants will be billed at their invoice cost plus 15%.~~
- ~~4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.~~
5. All other direct expenses will be invoiced at cost plus 10%.



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Exhibit D



**PROJECT SURVEY LIMITS –
NW IRVINEDALE DRIVE AND NW 18TH STREET**



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider a motion to approve Supplemental Agreement No. 1 to the Professional Services Agreement increasing the contract amount by \$80,350.00 with Snyder & Associates, Inc. for final design engineering, permitting, public information meeting, and bid assistance for the Sawgrass Park Dam Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

Snyder & Associates, Inc. has completed the topographic survey, Iowa Department of Natural Resources Dam Division coordination, geotechnical investigation, initial investigation, report, and recommendations for the Sawgrass Park Dam Improvements project. The Public Works Department proposes to continue to use Snyder & Associates, Inc. for the final design engineering, permitting, public information meeting, and bidding assistance for the project.

The scope of Amendment No. 1 includes the following items:

- 60% plans and opinion of cost
- 90% plans, opinion of cost, working day estimate
- Final plans and specifications, opinion of cost, working day estimate
- Project administration and coordination
- Permitting documents, submittals, and associated fees
- Public information meeting documents, displays, and staffing
- Bidding assistance

The complete scope of the final design engineering, permitting, public information meeting, and bidding assistance fees are shown in the attached Supplemental Agreement No. 1. A copy of the original Professional Services Agreement, approved May 6, 2024, is also attached for reference.

The fees for the final design engineering, permitting, public information meeting, and bidding assistance is \$80,350.00. The original Professional Services Agreement cost is \$73,700.00. Adding Supplemental Agreement No. 1 to the Professional Services Agreement increases the total contract amount to \$154,050.00.

It is recommended that the City Council approve Supplemental Agreement No. 1 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of \$80,350.00 for the Sawgrass Park Dam Improvements project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve Supplemental Agreement No. 1 to the Professional Services Agreement increasing the contract amount by \$80,350.00 with Snyder & Associates, Inc. for the final design engineering, permitting, public information meeting, and bidding assistance for the Sawgrass Park Dam Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

May 6, 2024: City Council approved the Professional Services Agreement with Snyder & Associates, Inc. for the topographic survey, Iowa Department of Natural Resources Dam Division coordination, geotechnical investigation, initial investigation, report, and recommendations for the Sawgrass Park Dam Improvements project.

FISCAL IMPACT

The project is included in the City's 2025 - 2029 Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

A public information meeting will be held in early spring 2025.

ACTION REQUESTED

ATTACHMENTS

1. NB_1_-_PSA_-_Sawgrass_Park_Pond_Initial_Invest_2024-05-06_unlocked
2. AGR_2024-11-20_Supplemental 1_Sawgrass Dam



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 6th day of May, 2024, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
City of Ankeny, Iowa

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Sawgrass Park Dam 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

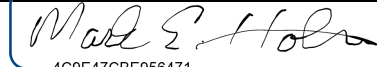
Exhibit D Geotechnical Scope of Services

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: 
4C9E47CBE956471
(Authorized agent)

By:  Digitally signed by Mark A. Land, P.E., CFM
Date: 2024.04.25 10:43:19 -05'00'
(Authorized agent)

Mark E. Holm, Mayor

Mark A. Land, P.E., CFM

(Printed or typed signature)

(Printed or typed signature)

DocuSigned by:

7E497FC63C464A9...
Attest: _____
Michelle Yuska, City Clerk

Route executed copy to: Steve Klocke

**EXHIBIT A**

**SAWGRASS PARK DAM IMPROVEMENTS
ANKENY, IOWA**

CLIENT: CITY OF ANKENY
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023
C/O BECKY FORD

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: SAWGRASS PARK DAM IMPROVEMENTS

DATE: MAY 6, 2024

SCOPE OF SERVICES:

The proposed improvements to Sawgrass Park Dam are intended to address the functionality, safety, and associated issues with the Sawgrass Park Dam. The Sawgrass Park Dam was identified as deficient by the Iowa DNR in 2018 because the dam does not meet the Iowa DNR's current design criteria. Due to the dam's age, it likely did not need a permit when it was originally constructed.

The goals for this project are to improve the functionality of the upstream stormwater detention basin by modifying the size of the outlet structure opening and providing a more efficient emergency overflow path. The downslope of the dam will likely be hard-armored to protect from slope failure if overtopping occurs in the future. These improvements will allow the dam to comply with current Iowa DNR standards for low-hazard dams.

The design for this project will be completed in stages, beginning with the initial investigation and associated work outlined herein, to identify the improvements necessary to bring the dam into compliance. Additional phases, including permitting, plans and specifications, public information meetings, bidding assistance, bathymetric survey, structural design, and other items identified as additional services will be addressed through supplemental agreements as necessary.

I. BASIC SERVICES**A. PROJECT ADMINISTRATION**

The PROFESSIONAL shall perform the following administrative services during the design of the PROJECT.

1. Progress reports as requested by the CLIENT.
2. Monthly billing reports.



3. Project coordination for engineering and coordination with the CLIENT, design professionals, and utility companies.
4. Project design review.

B. TOPOGRAPHIC SURVEY

PROFESSIONAL shall provide a detailed topographic survey of the Sawgrass Park Pond embankment, principal spillway, adjacent auxiliary spillway to the east, potential spillway area to the west, an area 200 feet upstream of the dam, and an area 400 feet downstream of the dam. Additional survey of area north of the dam includes the existing trail and key features between the trail and edge of the water. Survey of the area north of the dam will not include detailed ground shots and topography. Detailed survey service include:

1. Horizontal Datum will be provided using the Iowa State Plane South Coordinate System
2. Vertical Datum will be provided using the North American Vertical Datum of 1988 (NAVD88).
3. 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.
4. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 50-foot grid will be used to create a topographic map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
5. Contours shall be shown at 1-foot intervals.
6. 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 the 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.
7. Rim elevations for existing utility structures will be provided, if accessible. The surveyor will use their experience and judgment in obtaining the inverts, pipe diameter, pipe material and condition of the structure obtained by using reasonable survey equipment and visual inspection of the structure. Due to the nature of underground utilities, the surveyor cannot guarantee accuracy when physical measurements cannot be obtained.
8. Should it be determined that more investigation of the utility is necessary, the Client shall contact PROFESSIONAL to authorize additional investigation of a specific utility. This may include but not limited to geophysical locating, opening manholes rims that have been paved over/locked down/unable to open, private utilities, entering a structure that is considered a confined space, etc. This service is not included in the base fee amount and will be considered extra services.
9. Location of trees 6 inches and greater not lying within wooded area will be noted as deciduous or coniferous.
10. The drip line or perimeter outline of wooded/brush areas will be shown.



C. IOWA DNR DAM COORDINATION

1. Initial Discussion with DNR to review new hazard class and DNR's expectations for proposed improvements.
2. Coordination with DNR on existing deficiencies (e.g., embankment slope), needed upgrades (considering the modeling), possible options for modifications to the existing auxiliary spillway, and possible armoring of the face of the embankment.
3. Review the trail crossing of the existing embankment and identify any Iowa DNR concerns.
4. Assumes two meetings with Iowa DNR.

D. WETLAND AND STREAM DELINEATION

1. The need for wetland and stream delineation will be determined after the initial investigation and decision on the proposed project scope and anticipated impacts.
2. Wetland and stream delineation work will not be initiated until authorized by the CLIENT.
3. The PROFESSIONAL will coordinate with the US Army Corps of Engineers to determine the need for a wetland and stream delineation based upon the proposed scope of work.
4. The PROFESSIONAL will provide Wetland and Stream Delineation for the above referenced project. The Delineation will be performed during the growing season to determine the upper boundaries of wetland and stream areas at the project site.
5. The PROFESSIONAL will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search.
6. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed.
7. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Regional Supplements.
8. The PROFESSIONAL will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.
9. The CLIENT will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

E. GEOTECHNICAL INVESTIGATION

Geotechnical services will be provided by a sub-consultant in accordance with the attached Standard Agreement for Professional Services from Allender Butzke Engineers, Inc. (Exhibit D).

F. INITIAL INVESTIGATION

1. On-site review of existing outlet pipe/structure and possible seepage at southeast embankment toe.
2. Complete a hydrologic and hydraulic assessment of the dam considering current rainfall and major upstream detention facilities currently in place.
 - a. Develop an existing conditions model using an approximation of the main features/outlets for upstream ponds.
 - b. Detailed modeling of Sawgrass Pond outlets.



- c. Minimal calibration (such as using 2018 flood event precipitation and approximate observed high-water elevations)
3. Evaluate the performance of the dam and the ability of the dam to meet current Iowa DNR safety standards for the following:
 - a. Current low-hazard classification
 - b. Significant hazard classification – identify whether the dam could reasonably achieve significant hazard class with minor modifications.
4. Examine alternative outlet structure configurations to:
 - a. Increase the pond's ability to provide stormwater detention (up to three outlet configurations)
 - b. Meet low-hazard dam criteria.
 - c. Meet significant-hazard dam criteria.
 - d. Model one outlet pipe modification (e.g. decreased diameter if slip-lined or re-lined)
5. Review potential changes to the auxiliary spillway(s) to meet low-hazard and significant-hazard dam criteria.
6. Review options & costs for armoring the existing embankment slope.
7. Evaluate the benefits and costs of dredging the pond to remove accumulated sediment.
8. Review potential funding options with Iowa Homeland Security & Emergency Management (HMGP and/or PDM).
9. Prepare a technical memo summarizing the findings and recommendations of the initial investigation.
10. Meet with City staff to review the results and recommendations of the technical memo.

II. ADDITIONAL SERVICES

- A. The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Permitting
2. Plans and Specifications
3. Public Information Meeting
4. Bid Assistance
5. Bathymetric Survey
6. Structural Design
7. Construction observation and administration.
8. Meetings above those listed in the scope of services.
9. Breach analysis (if required by Iowa DNR)
10. Geotechnical services for sampling and testing of existing sediment to be removed by dredging.
11. Permitting beyond that described in the scope of services including: USACE Individual permit, alternatives analysis, or mitigation plans.
12. As-built drawings
13. Easement and/or legal documents
14. CLIENT requested major revisions.
15. Site lighting and electrical services
16. Project funding applications or administration



III. WORK SCHEDULE

The PROJECT, from authorization of this Agreement through the final design of the PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL.

- A. The PROFESSIONAL shall not be responsible for delays in the schedule which are beyond the PROFESSIONAL’s control.
- B. The project milestone schedule is as follows:

Task	Completion Date
Notice to Proceed	May 6, 2024
Topographic Survey	May 27, 2024
Iowa DNR Dam Coordination	June 24, 2024
Wetland and Stream Delineation	June 7, 2024
Geotechnical Investigation	June 14, 2024
Initial Investigation	June 24, 2024
<u>Additional Services (if authorized)</u>	
Notice to Proceed with Plans and Specs	July 8, 2024
Bathymetric Survey (if required)	July 19, 2024
Permitting (Submitted to regulatory agencies)	August 23, 2024
Plan and Contract Document Development	September 6, 2024
Structural Design (if required)	September 6, 2024
Public Information Meeting	September 20, 2024
Bid Assistance	Anticipated bid date: Fall 2024



IV. 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 PROFESSIONAL SERVICES

<u>Task</u>	<u>Completion Date</u>
Project Administration.....	\$8,000
Topographic Survey.....	\$6,800
Iowa DNR Dam Coordination	\$3,800
Wetland and Stream Delineation	\$6,000
Geotechnical Investigation.....	\$8,100
Initial Investigation.....	\$41,000
 Total Basic Professional Services Fees.....	 \$73,700

Anytime the PROFESSIONAL anticipates that actual fees will exceed estimated fees, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of the proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject same.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY \$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$500,000
Each Employee-Disease	\$500,000
Policy Limit-Disease	\$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY \$ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY

\$ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



EXHIBIT C



STANDARD FEE SCHEDULE

PROFESSIONAL	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour
TECHNICAL	
CAD, Survey, Construction Observation	
Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour
ADMINISTRATIVE	
II	\$77.00/hour
I	\$63.00/hour
REIMBURSABLES	
Mileage	Current IRS standard rate
Outside Services	As Invoiced

ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.

**STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

PROJECT NAME: Sawgrass Pond Embankment **PN:** 241166

PROJECT ADDRESS: SW Sawgrass Parkway and SW Sage Circle

Ankeny, Iowa

CLIENT: Snyder & Associates - Attn: Steve Klocke, P.E.

ADDRESS: 2727 SW Snyder Boulevard

Ankeny, Iowa 50023

SCOPE: Geotechnical Exploration - Mobilization with all-terrain drilling equipment, boring locations, utility locations (Iowa One Call), drill and sample 3 soil borings 20 to 30 feet deep (80 feet total) with sampling at 2.5-foot intervals in the upper 20 feet in the two dam borings and at 5-foot intervals thereafter, backfill borings with bentonite, laboratory testing (includes moisture contents, dry densities, unconfined compressive strength tests and 1 Standard Proctor test), engineering analysis which includes slope stability analysis, and written report.

COMPENSATION TERMS: Total cost for the above scope of services will be \$8,100.00. Boring depths can be deepened at a rate of \$30.00 per lineal foot in 5-foot intervals. Consultation subsequent to completion of report will be invoiced at current engineering rates.

REMARKS: Field exploration could be scheduled to be conducted within two to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. Private utility locates will be the responsibility of the owner and should be properly marked prior to the drill crew arriving at the site.

Services covered by the Agreement will be performed in accordance with the current Snyder & Associates and Allender Butzke Engineers Inc. RECIPROCAL MASTER AGREEMENT FOR SUBCONTRACTED PROFESSIONAL SERVICES and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By:

Digitally signed by Stacy G. Brocka
Location: Urbandale, Iowa
Date: 2024.03.07 12:06:25-06'00'

Stacy G. Brocka, P.E.Title: Principal EngineerDate: March 7, 2024**ACCEPTED FOR CLIENT**

By:

Digitally signed by

Mark E. Holm

Printed Name

Title: MayorDate: 5/6/24**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

Email – Above

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 1

To: Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023

Attn: Steve Klocke
Phone: 515-964-2020
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Ankeny	
Project Name: Sawgrass Park Dam Improvements	
S&A Project Number: 124.0622	Original Agreement Date: May 6, 2024

DESCRIPTION OF ADDITIONAL SERVICES:

Develop plans & specifications, submit permits, and assist with public meeting for dam improvements identified during the initial investigation

- ☐ Lump Sum in the amount of: \$
- ☐ Hourly plus expenses per original agreement or attached fee schedule, budget: \$
- ☒ Document attached: Refer to Exhibit E

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental Agreement are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Ankeny (Client)

(Type or Print Name above line)

By: _____
(Authorized Agent)

(Printed or typed signature)

Date: _____

Attest: _____
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES, INC. (Professional)
 Digitally signed by Mark A. Land, P.E., CFM
Date: 2024.11.25 11:01:07 -06'00'
By: _____
(Authorized Agent)

Mark A. Land, P.E., CFM

(Printed or typed signature)

Date: 11/25/2024

Route executed to: Steve Klocke

EXHIBIT E
SUPPLEMENTAL AGREEMENT NO. 1

SAWGRASS PARK DAM IMPROVEMENTS
ANKENY, IOWA

CLIENT: CITY OF ANKENY
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023
C/O BECKY FORD

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: SAWGRASS PARK DAM IMPROVEMENTS

DATE: JANUARY 6, 2025

SCOPE OF SERVICES:

The proposed improvements to Sawgrass Park Dam are intended to address the functionality, safety, and associated issues with the Sawgrass Park Dam. The Sawgrass Park Dam was identified as deficient by the Iowa DNR in 2018 because the dam does not meet the Iowa DNR's current design criteria. Due to the dam's age, it likely did not need a permit when it was originally constructed.

An initial investigation started in April and was completed in October 2024. The initial investigation evaluated the performance of the existing dam and provided recommendations to improve the performance and safety of the dam.

This supplemental agreement is intended to implement the recommendations of the initial investigation including: raising the profile of the dam embankment, grading to increase the auxiliary spillway capacity, reinforcing the downstream slope of the dam embankment, and rehabilitation of the existing outlet pipe. These improvements will allow the dam to comply with current Iowa DNR standards for low hazard dams.

I. BASIC SERVICES

G. PLANS AND SPECIFICATIONS

Proposed improvements to the dam include re-grading the auxiliary spillway, raising the dam embankment, and rehabilitating the outlet pipe.

1. The PROFESSIONAL will prepare plans and specifications for the construction of the proposed improvements in accordance with the Iowa DNR, SUDAS, and CLIENT requirements.
2. The PROFESSIONAL will develop **preliminary plans** (60%) including grading revisions, removals, structure locations and sizes, stabilization measures, restoration, and project staging. Preliminary plans will be submitted to the CLIENT for review and comment.

3. The PROFESSIONAL will develop **check plans** (90%) addressing CLIENT's preliminary plan comments and adding project details, quantities, and all notes necessary for construction.
4. The PROFESSIONAL will provide an estimated number of working days required to complete the project.
5. The PROFESSIONAL will develop project specifications and deliver to the CLIENT for review.
6. **Final plans and specifications** will be developed that address the CLIENT's check plan comments.
7. After the submittal of the 60% and 90% plans, the PROFESSIONAL will meet with the CLIENT to review the plans and CLIENT comments.
8. At each submittal stage, the PROFESSIONAL will prepare a statement of the total probable cost for the PROJECT based upon the design developed. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry. It is recognized however, that the PROFESSIONAL has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate.

H. PERMITTING

1. The PROFESSIONAL will develop and submit an Iowa DNR dam permit application for the proposed improvements. Permit includes the submittal of Hydrologic and Hydraulic calculations from the initial investigation to show the proposed improvements will bring the existing dam into compliance with dam regulations.
2. If necessary, the PROFESSIONAL will develop and submit a 404 permit to the US Army Corps of Engineers
3. No Iowa DNR Floodplain Permit is anticipated as the drainage area is below the permitting threshold.
4. The PROFESSIONAL will develop and apply for the SWPPP permit.

I. PUBLIC INFORMATION MEETING

1. Upon development of the final plans, the PROFESSIONAL will assist the CLIENT in conducting a Public Information Meeting for the proposed improvements. This meeting is anticipated to include a brief presentation providing an overview of the proposed project improvements and schedule, followed by a question-and-answer period for members of the public.
2. Alternatively, the Public Information Meeting could be scheduled after the bid letting and the opportunity to coordinate with the Contractor on the anticipated start date.

J. BID ASSISTANCE

1. Upon receipt of authorization by the CLIENT to set the date of the bid letting for the project, the PROFESSIONAL shall:
 - a. Answer questions from potential contractors, subcontractors, and suppliers.
 - b. Determine the need for and issue addenda, and coordinate with CLIENT.
 - c. Issue addenda as appropriate to clarify, correct, or modify the Contract Documents.
2. The CLIENT shall:
 - a. Provide the PROFESSIONAL a copy of the CLIENT's standard bidding documents and any supplemental specifications.
 - b. Post the project to QuestCDN and notify appropriate plan rooms of the project.
 - c. Tabulate and review the bids and make recommendations regarding the award of the construction contract.
 - d. Attend the meeting at which the bids are received.
 - e. Prepare the contract and the performance, payment, and maintenance bond.
 - f. Issue an award letter to the contractor.

II. ADDITIONAL SERVICES

No revisions or additions to the original agreement.

III. WORK SCHEDULE

B. The project milestone schedule is as follows:

<u>Task</u>	<u>Completion Date</u>
Notice to Proceed (Supplement No. 1)	January 6, 2024
60% Plan Submittal	January 21, 2025
60% Plan Review (City)	February 4, 2025
90% Plan Submittal	February 25, 2025
90% Plan Review (City)	March 4, 2025
Final Plan and Contract Document Submittal	March 11, 2025
Permitting (Submitted to regulatory agencies)	March 4, 2025
Public Information Meeting	March 27, 2025
Bid Assistance	Anticipated bid date: April 15, 2025

IV. **COMPENSATION AND TERMS OF PAYMENT**

A. **BASIC PROFESSIONAL SERVICES**

<u>Task</u>	<u>Completion Date</u>
Plans and Specifications	\$68,000
Permitting.....	\$7,800
Public Information Meeting.....	\$2,300
Bid Assistance.....	\$2,250
Supplemental Agreement No. 1	\$80,350
Original Agreement Basic Professional Services	\$73,700
Total Basic Professional Services Fees.....	\$154,050



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #13 in the amount of \$812,482.10 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Absolute Concrete - Pymt #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Oralabor Gateway Trail - SW State Stret Underpass and SW Oralabor Road and SW State Street Intersection Improvements
Contractor: Absolute Concrete Construcion
Address:
Finance Budget Code: 998.3998.4451 Finance Project #: 998.4451
Vendor Project #: 4997 Purchase Order #:
Original Contract Date: March 6, 2023 Vendor Account #: 4997

Date of Council Meeting: January 6, 2025 Payment Application #: 13
Payment Period: From: November 20, 2024 Through: December 27, 2024

Contract Summary:

Original Contract Amount:	\$	6,369,694.05	
Net Change by Change Orders:	\$	30,537.75	
Contract Amount to Date: (line 1 ± 2)	\$	6,400,231.80	
Total Completed and Stored to Date:	\$	4,839,028.70	
Retainage: 3 % of Completed Work:	\$	30,000.00	(\$30,000 maximum)
Total Earned Less Retainage:	\$	4,809,028.70	
Less Previous Applications for Payment:	\$	3,996,546.60	
SUBTOTAL:	\$	812,482.10	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	812,482.10	
Balance to Finish, Including Retainage:	\$	1,591,203.10	

Contract Time Remaining: 11.50 Working Days

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

Construction Contractor Approval: Absolute Concrete Construcion

Logan Petersen
Signature

Firm Name

Digitally signed by Logan Petersen
Date: 2024.12.27 10:18:15 -06'00'

Date

Engineer / Consultant Approval:

HR Green, Inc.

Tony Babcock
Signature

Firm Name

Digitally signed by Tony Babcock
DN: C=US, E=tbabcock@hrgreen.com, O="HR Green, Inc.", CN=Tony Babcock
Location: Johnson County/Swisher 191038
Reason: Write-Off Request
Date: 2024.12.27 09:40:20 -06'00'

12/27/2024

Date

City of Ankeny Staff Approval:

Jim Haberichter
Signature

12/27/2024
Date

Submit to:

Jim Haberichter

E-mail:

jhaberichter@ankenyiowa.gov

Phone Number:

515-963-3536

Date Printed: 12/27/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 340,429.59
2	August 21, 2023	\$ 528,180.42
3	October 2, 2023	\$ 286,373.28
4	November 6, 2023	\$ 68,356.51
5	December 18, 2023	\$ 345,787.71
6	April 15, 2024	\$ 172,306.25
7	June 17, 2024	\$ 525,945.00
8	August 5, 2024	\$ 575,007.70
9	September 3, 2024	\$ 150,917.00
10	October 7, 2024	\$ 538,938.50
11	November 4, 2024	\$ 165,149.10
12	December 2, 2024	\$ 299,155.54
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 3,996,546.60

Record of Change Orders:

No.	Date	Amount
1	December 18, 2023	\$ 11,484.00
2	April 15, 2024	\$ 3,456.25
3	August 5, 2024	\$ 15,597.50
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CHANGE ORDER TOTAL = \$ 30,537.75

Contract Time Remaining:

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

Stages 1-5

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

Stages 6-9

Contract Working Days:	130.0
Added by Change Order:	
Total Working Days:	130.0
Working Days Used to Date:	106.5
Working Days Remaining:	23.5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	ITEM ID	DESCRIPTION (Include Change Order # if Applicable)	Supplemental Description	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
10	2101-0850001	CLEARING AND GRUBBING		ACRE	0.35		0.35	\$ 20,000.00	\$ 7,000.00	0.00	\$ -	0.00	0.00	\$ -	0.35	0.00%
20	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW		CY	261.00		261.00	\$ 9.00	\$ 2,349.00	0.00	\$ -	235.00	235.00	\$ 2,115.00	26.00	90.04%
30	2102-2710090	EXCAVATION, CLASS 10, WASTE		CY	8,124.00	96.00	8,220.00	\$ 23.50	\$ 193,170.00	0.00	\$ -	7398.00	7,398.00	\$ 173,853.00	822.00	90.00%
40	2109-8225100	SPECIAL COMPACTION OF SUBGRADE		STA	21.50		21.50	\$ 465.00	\$ 9,997.50	0.00	\$ -	21.50	21.50	\$ 9,997.50	0.00	100.00%
50	2115-0100000	MODIFIED SUBBASE		CY	954.00	96.00	1,050.00	\$ 78.00	\$ 81,900.00	158.05	\$ 12,327.90	1053.00	1,211.05	\$ 94,461.90	(161.05)	115.34%
60	2121-7425010	GRANULAR SHOULDERS, TYPE A		TON	179.80		179.80	\$ 50.00	\$ 8,990.00	30.16	\$ 1,508.10	149.64	179.80	\$ 8,990.00	0.00	100.00%
70	2122-5190007	PAVED SHOULDER, P.C. CONCRETE, 7 IN.		SY	337.30		337.30	\$ 74.00	\$ 24,960.20	4.00	\$ 296.00	333.30	337.30	\$ 24,960.20	0.00	100.00%
80	2123-7450000	SHOULDER CONSTRUCTION, EARTH		STA	13.90		13.90	\$ 930.00	\$ 12,927.00	0.00	\$ -	0.00	0.00	\$ -	13.90	0.00%
90	2123-7450020	SHOULDER FINISHING, EARTH		STA	5.20		5.20	\$ 325.00	\$ 1,690.00	0.00	\$ -	0.00	0.00	\$ -	5.20	0.00%
100	2301-1033100	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 18 IN.		SY	6,721.50		6,721.50	\$ 120.00	\$ 806,580.00	0.00	\$ -	4621.80	4,621.80	\$ 554,616.00	2,099.70	68.76%
110	2301-4875006	MEDIAN, P.C. CONCRETE, 6 IN.		SY	885.20		885.20	\$ 75.00	\$ 66,390.00	0.00	\$ -	188.70	188.70	\$ 14,152.50	696.50	21.32%
120	2401-6745356	REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES		EACH	8.00		8.00	\$ 800.00	\$ 6,400.00	0.00	\$ -	6.00	6.00	\$ 4,800.00	2.00	75.00%
130	2401-6745765	REMOVAL OF LIGHT POLES		EACH	7.00		7.00	\$ 610.00	\$ 4,270.00	0.00	\$ -	6.00	6.00	\$ 3,660.00	1.00	85.71%
140	2435-0250300	INTAKE, SW-503		EACH	2.00		2.00	\$ 7,300.00	\$ 14,600.00	0.00	\$ -	2.00	2.00	\$ 14,600.00	0.00	100.00%
150	2435-0251100	INTAKE, SW-511		EACH	1.00		1.00	\$ 4,425.00	\$ 4,425.00	0.00	\$ -	1.00	1.00	\$ 4,425.00	0.00	100.00%
160	2435-0600120	INTAKE ADJUSTMENT, MAJOR		EACH	1.00		1.00	\$ 4,525.00	\$ 4,525.00	0.00	\$ -	1.00	1.00	\$ 4,525.00	0.00	100.00%
170	2435-0700020	CONNECTION TO EXISTING INTAKE		EACH	1.00		1.00	\$ 4,375.00	\$ 4,375.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
180	2502-6745952	REMOVAL OF SUBDRAIN		LF	1,400.00		1,400.00	\$ 5.00	\$ 7,000.00	0.00	\$ -	1322.00	1,322.00	\$ 6,610.00	78.00	94.43%
190	2502-8213208	SUBDRAIN, PVC, STANDARD, PERFORATED, 8 IN.		LF	1,441.40		1,441.40	\$ 34.00	\$ 49,007.60	0.00	\$ -	1322.70	1,322.70	\$ 44,971.80	118.70	91.76%
200	2502-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN		EACH	3.00		3.00	\$ 1,775.00	\$ 5,325.00	0.00	\$ -	1.00	1.00	\$ 1,775.00	2.00	33.33%
210	2502-8221305	SUBDRAIN OUTLET, DR-305		EACH	2.00		2.00	\$ 475.00	\$ 950.00	0.00	\$ -	2.00	2.00	\$ 950.00	0.00	100.00%
220	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 12 IN.		LF	26.00		26.00	\$ 105.00	\$ 2,730.00	0.00	\$ -	26.00	26.00	\$ 2,730.00	0.00	100.00%
230	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 24 IN.		LF	16.00		16.00	\$ 125.00	\$ 2,000.00	0.00	\$ -	16.00	16.00	\$ 2,000.00	0.00	100.00%
240	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.		LF	5.00		5.00	\$ 51.00	\$ 255.00	0.00	\$ -	0.00	0.00	\$ -	5.00	0.00%
250	2507-3250005	ENGINEERING FABRIC		SY	25.00		25.00	\$ 11.00	\$ 275.00	0.00	\$ -	0.00	0.00	\$ -	25.00	0.00%
260	2507-6800061	REVIEWMENT, CLASS E		TON	17.30		17.30	\$ 98.00	\$ 1,695.40	0.00	\$ -	0.00	0.00	\$ -	17.30	0.00%
270	2510-6745850	REMOVAL OF PAVEMENT		SY	4,040.70		4,040.70	\$ 14.00	\$ 56,569.80	0.00	\$ -	2961.90	2,961.90	\$ 41,466.60	1,078.80	73.30%
280	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES		EACH	2.00		2.00	\$ 1,850.00	\$ 3,700.00	0.00	\$ -	2.00	2.00	\$ 3,700.00	0.00	100.00%
290	2511-6745900	REMOVAL OF SIDEWALK		SY	328.80		328.80	\$ 13.00	\$ 4,274.40	0.00	\$ -	389.80	389.80	\$ 5,067.40	(61.00)	118.55%
300	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.		SY	206.40		206.40	\$ 59.00	\$ 12,177.60	0.00	\$ -	276.80	276.80	\$ 16,331.20	(70.40)	134.11%
310	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.		SY	16.50		16.50	\$ 65.00	\$ 1,072.50	0.00	\$ -	81.10	81.10	\$ 5,271.50	(64.60)	491.52%
320	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.		SY	91.90		91.90	\$ 86.00	\$ 7,903.40	0.00	\$ -	19.50	19.50	\$ 1,677.00	71.40	21.22%
330	2511-7528101	DETECTABLE WARNINGS		SF	155.00		155.00	\$ 69.00	\$ 10,695.00	0.00	\$ -	98.00	98.00	\$ 6,762.00	57.00	63.23%
340	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN.		SY	315.80		315.80	\$ 73.00	\$ 23,053.40	0.00	\$ -	315.80	315.80	\$ 23,053.40	0.00	100.00%
350	2515-6745600	REMOVAL OF PAVED DRIVEWAY		SY	358.10		358.10	\$ 13.00	\$ 4,655.30	0.00	\$ -	358.10	358.10	\$ 4,655.30	0.00	100.00%
360	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN		EACH	19.00		19.00	\$ 400.00	\$ 7,600.00	0.00	\$ -	0.00	0.00	\$ -	19.00	0.00%
370	2525-0000100	TRAFFIC SIGNALIZATION		LS	1.00		1.00	\$ 575,000.00	\$ 575,000.00	0.50	\$ 287,500.00	0.40	0.90	\$ 517,500.00	0.10	90.00%
380	2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION		LS	1.00		1.00	\$ 30,000.00	\$ 30,000.00	0.00	\$ -	1.00	1.00	\$ 30,000.00	0.00	100.00%
390	2527-9263005	RAISED PAVEMENT MARKERS		EACH	67.00		67.00	\$ 9.50	\$ 636.50	0.00	\$ -	0.00	0.00	\$ -	67.00	0.00%
400	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED		STA	9.51		9.51	\$ 55.00	\$ 523.05	0.00	\$ -	0.00	0.00	\$ -	9.51	0.00%
410	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE		STA	117.23		117.23	\$ 200.00	\$ 23,446.00	0.00	\$ -	0.00	0.00	\$ -	117.23	0.00%
420	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE		EACH	38.00		38.00	\$ 175.00	\$ 6,650.00	0.00	\$ -	0.00	0.00	\$ -	38.00	0.00%
430	2527-9263180	PAVEMENT MARKINGS REMOVED		STA	52.00		52.00	\$ 125.00	\$ 6,500.00	0.00	\$ -	0.00	0.00	\$ -	52.00	0.00%
440	2527-9263190	SYMBOLS AND LEGENDS REMOVED		EACH	5.00		5.00	\$ 175.00	\$ 875.00	0.00	\$ -	0.00	0.00	\$ -	5.00	0.00%
450	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS		STA	117.23		117.23	\$ 200.00	\$ 23,446.00	0.00	\$ -	0.00	0.00	\$ -	117.23	0.00%
460	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS		EACH	38.00		38.00	\$ 175.00	\$ 6,650.00	0.00	\$ -	0.00	0.00	\$ -	38.00	0.00%
470	2528-2518000	SAFETY CLOSURE		EACH	5.00		5.00	\$ 225.00	\$ 1,125.00	0.00	\$ -	0.00	0.00	\$ -	5.00	0.00%
480	2528-8400256	TEMPORARY TRAFFIC SIGNALS		EACH	1.00		1.00	\$ 59,500.00	\$ 59,500.00	0.00	\$ -	1.00	1.00	\$ 59,500.00	0.00	100.00%
490	2528-8445110	TRAFFIC CONTROL		LS	1.00		1.00	\$ 39,000.00	\$ 39,000.00	0.40	\$ 15,600.00	0.60	1.00	\$ 39,000.00	0.00	100.00%
500	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)		CDAY	20.00		20.00	\$ 100.00	\$ 2,000.00	0.00	\$ -	38.00	38.00	\$ 3,800.00	(18.00)	190.00%
510	2533-4980005	MOBILIZATION		LS	1.00		1.00	\$ 275,000.00	\$ 275,000.00	0.00	\$ -	0.60	0.60	\$ 165,000.00	0.40	60.00%
520	2601-2634105	MULCHING, BONDED FIBER MATRIX		ACRE	2.50		2.50	\$ 4,250.00	\$ 10,625.00	0.00	\$ -	2.16	2.16	\$ 9,180.00	0.34	86.40%
530	2601-2636044	SEEDING AND FERTILIZING (URBAN)		ACRE	1.20		1.20	\$ 2,450.00	\$ 2,940.00	0.00	\$ -	1.59	1.59	\$ 3,895.50	(0.39)	132.50%
540	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)		ACRE	1.20		1.20	\$ 2,300.00	\$ 2,760.00	0.00	\$ -	0.57	0.57	\$ 1,311.00	0.63	47.50%
550	2602-0000020	SILT FENCE		LF	1,600.00		1,600.00	\$ 1.65	\$ 2,640.00	0.00	\$ -	0.00	0.00	\$ -	1,600.00	0.00%
560	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS		LF	1,600.00		1,600.00	\$ 0.05	\$ 80.00	0.00	\$ -	0.00	0.00	\$ -	1,600.00	0.00%
570	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK		LF	160.00		160.00	\$ 0.05	\$ 8.00	0.00	\$ -	0.00	0.00	\$ -	160.00	0.00%
580	2602-0000032	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.		LF	1,120.00		1,120.00	\$ 3.70	\$ 4,144.00	0.00	\$ -	585.00	585.00	\$ 2,164.50	535.00	52.23%
590	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE		LF	1,120.00		1,120.00	\$ 0.25	\$ 280.00	0.00	\$ -	0.00	0.00	\$ -	1,120.00	0.00%
600	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG		EACH	3.00		3.00	\$ 210.00	\$ 630.00	0.00	\$ -	0.00	0.00	\$ -	3.00	0.00%
610	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG		EACH	3.00		3.00	\$ 5.00	\$ 15.00	0.00	\$ -	0.00	0.00	\$ -	3.00	0.00%
620	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG		EACH	3.00		3.00	\$ 1.00	\$ 3.00	0.00	\$ -	0.00	0.00	\$ -	3.00	0.00%
630	2602-0010010	MOBILIZATIONS, EROSION CONTROL		EACH	10.00		10.00	\$ 500.00	\$ 5,000.00	0.00	\$ -	2.00	2.00	\$ 1,000.00	8.00	20.00%
640	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD		CY	1,700.00		1,700.00	\$ 12.00	\$ 20,400.00	0.00	\$ -	40.00	40.00	\$ 480.00	1,660.00	2.35%
650	2107-0425020	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES		CY	109.00		109.00	\$ 50.00	\$ 5,450.00	0.00	\$ -	109.00	109.00	\$ 5,450.00	0.00	100.00%
660	2121-7425010	GRANULAR SHOULDERS, TYPE A		TON	15.80		15.80	\$ 52.00	\$ 821.60	15.80	\$ 821.60	0.00	15.80	\$ 821.60	0.00	100.00%
670	2301-1033100	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 18 IN.		SY	458.20		458.20	\$ 180.00	\$ 82,476.00	418.00	\$ 75,240.00	0.00	418.00	\$ 75,240.00	40.20	91.23%
680	2304-0101000	TEMPORARY PAVEMENT		SY	2,535.60		2,535.60	\$ 55.00	\$ 139,458.00	0.00	\$ -	3821.60	3,821.60	\$ 210,188.00	(1,286.00)	150.72%
690	2401-6745650	REMOVAL OF EXISTING STRUCTURES		LS	1.00		1.00	\$ 2,300.00	\$ 2,300.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
700	2402-0425030	GRANULAR BACKFILL		CY	761.00		761.00	\$ 70.00	\$ 53,270.00	0						

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

820	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	2.00		2.00	\$ 6,600.00	\$ 13,200.00	0.00	\$ -	2.00	2.00	\$ 13,200.00	0.00	100.00%
830	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.	EACH	3.00		3.00	\$ 7,600.00	\$ 22,800.00	0.00	\$ -	2.00	2.00	\$ 15,200.00	1.00	66.67%
840	2435-0251224	INTAKE, SW-512, 24 IN.	EACH	2.00		2.00	\$ 3,000.00	\$ 6,000.00	0.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
850	2435-0251300	INTAKE, SW-513	EACH	1.00		1.00	\$ 9,400.00	\$ 9,400.00	0.00	\$ -	1.00	1.00	\$ 9,400.00	0.00	100.00%
860	2435-0252100	LINEAR TRENCH DRAIN, SW-521	LF	20.00		20.00	\$ 195.00	\$ 3,900.00	0.00	\$ -	0.00	0.00	\$ -	20.00	0.00%
870	2501-5575000	PILES, STEEL SHEET	SF	14,701.00		14,701.00	\$ 50.00	\$ 735,050.00	3,674.67	\$ 183,733.50	11026.33	14,701.00	\$ 735,050.00	0.00	100.00%
880	2501-8400172	TEMPORARY SHORING	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	1.00	1.00	\$ 20,000.00	0.00	100.00%
890	2502-8213208	SUBDRAIN, PVC, STANDARD, PERFORATED, 8 IN.	LF	1,074.80		1,074.80	\$ 34.00	\$ 36,543.20	130.00	\$ 4,420.00	0.00	130.00	\$ 4,420.00	944.80	12.10%
900	2502-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN	EACH	4.00		4.00	\$ 1,800.00	\$ 7,200.00	1.00	\$ 1,800.00	0.00	1.00	\$ 1,800.00	3.00	25.00%
910	2502-8221303	SUBDRAIN OUTLET, DR-303	EACH	2.00		2.00	\$ 725.00	\$ 1,450.00	0.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
920	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 15 IN.	LF	381.00	168.00	549.00	\$ 90.00	\$ 49,410.00	0.00	\$ -	447.00	447.00	\$ 40,230.00	102.00	81.42%
930	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 15 IN.	LF	317.00		317.00	\$ 100.00	\$ 31,700.00	0.00	\$ -	317.00	317.00	\$ 31,700.00	0.00	100.00%
940	2503-0114230	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 30 IN.	LF	353.00	(81.50)	271.50	\$ 140.00	\$ 38,010.00	0.00	\$ -	271.50	271.50	\$ 38,010.00	0.00	100.00%
950	2507-3250005	ENGINEERING FABRIC	SY	55.00		55.00	\$ 31.50	\$ 1,732.50	0.00	\$ -	0.00	0.00	\$ -	55.00	0.00%
960	2507-6800061	REVIEWMENT, CLASS E	TON	38.30		38.30	\$ 98.00	\$ 3,753.40	0.00	\$ -	0.00	0.00	\$ -	38.30	0.00%
970	2510-6745850	REMOVAL OF PAVEMENT	SY	2,607.70		2,607.70	\$ 14.00	\$ 36,507.80	280.00	\$ 3,920.00	569.40	849.40	\$ 11,891.60	1,758.30	32.57%
980	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	873.70		873.70	\$ 13.00	\$ 11,358.10	0.00	\$ -	44.40	44.40	\$ 577.20	829.30	5.08%
1000	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	990.90		990.90	\$ 71.00	\$ 70,353.90	0.00	\$ -	0.00	0.00	\$ -	990.90	0.00%
1010	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	10.20		10.20	\$ 475.00	\$ 4,845.00	0.00	\$ -	0.00	0.00	\$ -	10.20	0.00%
1020	2511-6745900	REMOVAL OF SIDEWALK	SY	524.70		524.70	\$ 13.00	\$ 6,821.10	0.00	\$ -	0.00	0.00	\$ -	524.70	0.00%
1030	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	700.40		700.40	\$ 61.00	\$ 42,724.40	0.00	\$ -	0.00	0.00	\$ -	700.40	0.00%
1040	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	98.50		98.50	\$ 86.00	\$ 8,471.00	0.00	\$ -	0.00	0.00	\$ -	98.50	0.00%
1050	2523-0000200	ELECTRICAL CIRCUITS	LF	1,250.00		1,250.00	\$ 24.25	\$ 30,312.50	0.00	\$ -	0.00	0.00	\$ -	1,250.00	0.00%
1060	2523-0000310	HANDHOLES AND JUNCTION BOXES	EACH	1.00		1.00	\$ 825.00	\$ 825.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
1070	2523-0000400	CONTROL CABINET	EACH	1.00		1.00	\$ 9,645.00	\$ 9,645.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
1080	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	104.73		104.73	\$ 150.00	\$ 15,709.50	0.00	\$ -	90.55	90.55	\$ 13,582.50	14.18	86.46%
1090	2528-2518000	SAFETY CLOSURE	EACH	7.00		7.00	\$ 225.00	\$ 1,575.00	0.00	\$ -	0.00	0.00	\$ -	7.00	0.00%
1100	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	LF	525.00		525.00	\$ 18.00	\$ 9,450.00	0.00	\$ -	525.00	525.00	\$ 9,450.00	0.00	100.00%
1110	2528-8445110	TRAFFIC CONTROL	LS	1.00		1.00	\$ 40,000.00	\$ 40,000.00	0.90	\$ 36,000.00	0.00	0.90	\$ 36,000.00	0.10	90.00%
1120	2528-9109020	TEMPORARY LANE SEPARATOR SYSTEM	LF	1,077.00		1,077.00	\$ 17.50	\$ 18,847.50	0.00	\$ -	1028.00	1,028.00	\$ 17,990.00	49.00	95.45%
1130	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20.00		20.00	\$ 100.00	\$ 2,000.00	0.00	\$ -	28.00	28.00	\$ 2,800.00	(8.00)	140.00%
1140	2533-4980005	MOBILIZATION	LS	1.00		1.00	\$ 275,000.00	\$ 275,000.00	0.00	\$ -	0.60	0.60	\$ 165,000.00	0.40	60.00%
1150	2551-0000110	TEMP CRASH CUSHION	EACH	2.00		2.00	\$ 1,200.00	\$ 2,400.00	0.00	\$ -	2.00	2.00	\$ 2,400.00	0.00	100.00%
1160	2552-0000300	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
1170	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	83.00		83.00	\$ 114.00	\$ 9,462.00	0.00	\$ -	83.00	83.00	\$ 9,462.00	0.00	100.00%
1180	2554-0114024	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 24 IN.	LF	105.00		105.00	\$ 285.00	\$ 29,925.00	0.00	\$ -	105.00	105.00	\$ 29,925.00	0.00	100.00%
1190	2554-0114024	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 24 IN.	LF	400.00		400.00	\$ 380.00	\$ 152,000.00	0.00	\$ -	400.00	400.00	\$ 152,000.00	0.00	100.00%
1200	2554-0144012	WATER MAIN WITH CASING PIPE, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	120.00		120.00	\$ 1,400.00	\$ 168,000.00	0.00	\$ -	120.00	120.00	\$ 168,000.00	0.00	100.00%
1210	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	EACH	2.00		2.00	\$ 1,685.00	\$ 3,370.00	0.00	\$ -	2.00	2.00	\$ 3,370.00	0.00	100.00%
1220	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	EACH	1.00		1.00	\$ 1,250.00	\$ 1,250.00	0.00	\$ -	1.00	1.00	\$ 1,250.00	0.00	100.00%
1230	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	EACH	2.00		2.00	\$ 3,575.00	\$ 7,150.00	0.00	\$ -	2.00	2.00	\$ 7,150.00	0.00	100.00%
1240	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	EACH	2.00		2.00	\$ 1,555.00	\$ 3,110.00	0.00	\$ -	2.00	2.00	\$ 3,110.00	0.00	100.00%
1250	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	EACH	1.00		1.00	\$ 2,400.00	\$ 2,400.00	0.00	\$ -	1.00	1.00	\$ 2,400.00	0.00	100.00%
1260	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	EACH	2.00		2.00	\$ 8,125.00	\$ 16,250.00	0.00	\$ -	2.00	2.00	\$ 16,250.00	0.00	100.00%
1270	2554-0207012	VALVE, GATE, DIP, 12 IN.	EACH	2.00		2.00	\$ 6,350.00	\$ 12,700.00	0.00	\$ -	2.00	2.00	\$ 12,700.00	0.00	100.00%
1280	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	2.00		2.00	\$ 8,950.00	\$ 17,900.00	0.00	\$ -	2.00	2.00	\$ 17,900.00	0.00	100.00%
1290	2599-9999005	(EACH' ITEM)	EACH	10.00		10.00	\$ 655.00	\$ 6,550.00	0.00	\$ -	0.00	0.00	\$ -	10.00	0.00%
1300	2599-9999005	(EACH' ITEM)	EACH	5.00		5.00	\$ 625.00	\$ 3,125.00	0.00	\$ -	0.00	0.00	\$ -	5.00	0.00%
1310	2599-9999009	(LINEAR FEET' ITEM)	LF	160.00		160.00	\$ 62.00	\$ 9,920.00	0.00	\$ -	160.00	160.00	\$ 9,920.00	0.00	100.00%
1320	2599-9999009	(LINEAR FEET' ITEM)	LF	41.00		41.00	\$ 40.00	\$ 1,640.00	0.00	\$ -	41.00	41.00	\$ 1,640.00	0.00	100.00%
1330	2599-9999018	(SQUARE YARDS' ITEM)	SY	1,254.70		1,254.70	\$ 24.00	\$ 30,112.80	0.00	\$ -	0.00	0.00	\$ -	1,254.70	0.00%
1340	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	2.50		2.50	\$ 4,250.00	\$ 10,625.00	0.00	\$ -	0.00	0.00	\$ -	2.50	0.00%
1350	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.30		1.30	\$ 2,450.00	\$ 3,185.00	0.00	\$ -	0.00	0.00	\$ -	1.30	0.00%
1360	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	1.30		1.30	\$ 2,300.00	\$ 2,990.00	0.00	\$ -	0.00	0.00	\$ -	1.30	0.00%
1370	2602-0000030	SILT FENCE FOR DITCH CHECKS	LF	437.00		437.00	\$ 2.45	\$ 1,070.65	0.00	\$ -	0.00	0.00	\$ -	437.00	0.00%
1380	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	437.00		437.00	\$ 0.05	\$ 21.85	0.00	\$ -	0.00	0.00	\$ -	437.00	0.00%
1390	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	44.00		44.00	\$ 0.05	\$ 2.20	0.00	\$ -	0.00	0.00	\$ -	44.00	0.00%
1400	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	770.00		770.00	\$ 3.70	\$ 2,849.00	0.00	\$ -	0.00	0.00	\$ -	770.00	0.00%
1410	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	770.00		770.00	\$ 0.25	\$ 192.50	0.00	\$ -	0.00	0.00	\$ -	770.00	0.00%
1420	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	4.00		4.00	\$ 210.00	\$ 840.00	0.00	\$ -	0.00	0.00	\$ -	4.00	0.00%
1430	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	4.00		4.00	\$ 5.00	\$ 20.00	0.00	\$ -	0.00	0.00	\$ -	4.00	0.00%
1440	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	4.00		4.00	\$ 1.00	\$ 4.00	0.00	\$ -	0.00	0.00	\$ -	4.00	0.00%
1450	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	8.00		8.00	\$ 500.00	\$ 4,000.00	0.00	\$ -	0.00	0.00	\$ -	8.00	0.00%
8001	2113-0001100	CO O1 - SUBGRADE STABILIZATION, POLYMER GRID	SY	0.00	290.00	290.00	\$ 6.00	\$ 1,740.00	0.00	\$ -	290.00	290.00	\$ 1,740.00	0.00	100.00%
8002	6100-2301010	(EW0) PCC COLD WEATHER PROTECTION	SY	0.00	1,082.50	1,082.50	\$ 2.50	\$ 2,706.25	0.00	\$ -	1,082.50	1,082.50	\$ 2,706.25	0.00	100.00%
8003	2554-0212030	VALVE BOX REPLACEMENT	EACH	0.00	1.00	1.00	\$ 750.00	\$ 750.00	0.00	\$ -	1.00	1.00	\$ 750.00	0.00	100.00%
8004	2599-9999005	LOCATION OF UTILITIES	EACH	0.00	1.00	1.00	\$ 7,387.50	\$ 7,387.50	0.00	\$ -	1.00	1.00	\$ 7,387.50	0.00	100.00%
8005	2599-9999005	MODIFICATION OF STORM SEWER STRUCTURES	EACH	0.00	3.00	3.00	\$ 1,500.00	\$ 4,500.00	0.00	\$ -	2.00	2.00	\$ 3,000.00	1.00	66.67%
						0.00	\$ -	\$ -	\$ -	0.00	0.00	0.00	\$ -	0.00	0.00%
						0.00	\$ -	\$ -	\$ -	0.00	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 6,400,231.80 PAY PERIOD = \$ 812,482.10

COMPLETED = \$ 4,839,028.70

75.61%



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #19 in the amount of \$942.50 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. CDA - Pymt #19

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 #: 895.4210
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: March 6, 2023 Vendor Account #: 2407

Date of Council Meeting: January 6, 2025 Payment Application #: 19

Payment Period: From: November 4, 2024 Through: December 15, 2024

Contract Summary:

Original Contract Amount:	\$	218,864.00	
Net Change by Change Orders:	\$	15,890.00	
Contract Amount to Date: (line 1 ± 2)	\$	234,754.00	

Total Completed and Stored to Date:	\$	231,168.56	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	231,168.56	
Less Previous Applications for Payment:	\$	230,226.06	
SUBTOTAL:	\$		942.50

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 942.50

Balance to Finish, Including Retainage: \$ 3,585.44

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

12/19/2024

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter, P.E.

E-mail:

JHaberichter@AnkenyIowa.gov

Phone Number:

(515) 963-3536

Date Printed: 12/19/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 3, 2023	\$ 14,652.14
2	April 15, 2023	\$ 3,703.70
3	June 5, 2023	\$ 20,142.70
4	June 19, 2023	\$ 5,755.33
5	July 6, 2023	\$ 2,717.25
6	September 5, 2023	\$ 29,099.50
7	October 16, 2023	\$ 18,874.50
8	November 18, 2023	\$ 45,495.56
9	January 16, 2024	\$ 19,597.00
10	February 19, 2024	\$ 26,827.25
11	March 18, 2024	\$ 4,705.70
12	April 15, 2024	\$ 2,388.50
13	May 20, 2024	\$ 12,904.26
14	June 17, 2024	\$ 7,900.50
15	July 15, 2024	\$ 2,701.60
16	August 19, 2024	\$ 6,229.10
17	September 16, 2024	\$ 4,377.00
18	December 2, 2024	\$ 2,154.47
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 230,226.06

Record of Change Orders:

No.	Date	Amount
1	April 1, 2024	\$ 15,890.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ 15,890.00

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

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400



INVOICE

To pay invoice online, please visit:
<https://www.gobillandpay.com/cda>

City of Ankeny
Attn: Accounts Payable
401 West First Street
Ankeny, IA 50023-1557

December 19, 2024
Project No: 2301.073
Invoice No: 47339
Due Date: January 18, 2025

Project 2301.073 C. of Ankeny - 36th/Weigel HMA Overlays

Professional Services from November 4, 2024 through December 15, 2024

Task	103	Topo/ROW Survey	Total this Task	0.00
Task	107	Existing Utility Information	Total this Task	0.00
Task	222	Joint Application Prep	Total this Task	0.00
Task	302	Preliminary Roadway Design (36th)	Total this Task	0.00
Task	303	Preliminary Roadway Design (Weigel)	Total this Task	0.00
Task	304	Preliminary Construction Drawings (HMA)	Total this Task	0.00
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	501	Preconstruction Meeting	Total this Task	0.00
Task	504	Bidding Services	Total this Task	0.00
Task	505	Bid Letting Services		

Project	2301.073	C. of Ankeny - 36th/Weigel HMA Overlays			Invoice	47339
					Total this Task	0.00
Task	601	Construction Staking				
					Total this Task	0.00
Task	603	Limited Construction Administration				
Professional Personnel						
		Hours	Rate	Amount		
Engineer 3		2.00	123.00	246.00		
Engineer 8		3.50	187.00	654.50		
Total Labor						900.50
					Total this Task	\$900.50
Task	605	Record Drawings				
					Total this Task	0.00
Task	607	Shop Drawings				
					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				
Reimbursable Expenses						
Shipping Charges/Postage						
12/13/2024	Advance Delivery			42.00		
Total Reimbursables					42.00	42.00
					Total this Task	\$42.00
Billing Limits		Current	Prior	To-Date		
Total Billings		942.50	230,226.06	231,168.56		
Limit				234,754.00		
Remaining				3,585.44		
					Total this Invoice	\$942.50

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



CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

December 19, 2024

Attn: Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: Billing Information Report #19
NW 36th Street and NW Weigel Drive HMA Resurfacing
Ankeny, Iowa
CDA 2301.073

Dear Jim:

Enclosed, please find a copy of Billing Information Report #19 for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

During this time, Civil Design Advantage provided limited construction administration with Certificate of Completion and Final Record Drawings for the project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #16 in the amount of \$713,958.12 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Elder - Pymt #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek
Contractor: Elder Corporation
Address: 5088 E University Ave, Pleasant Hill, IA
Finance Budget Code: 979.3979.4451 **Finance Project #** 979.4451
Vendor Project or Invoice #: 990 **PO #**
Original Contract Date: January 3, 2023 **Vendor #** 5340

Date of Council Meeting: January 6, 2025 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: September 1, 2024 Through: November 30, 2024

Contract Summary

Original Contract Amount:	\$	9,993,000.00	
Net change by Change Orders:	\$	(179,537.67)	
Contract Amount to Date: (line 1 ± 2)	\$	9,813,462.33	
Total completed and stored to date:	\$	9,802,863.33	
Retainage: % of Completed Work:	\$	30,000.00	(Per Iowa DOT Specifications)
Total Earned less Retainage:	\$	9,772,863.33	
Less previous applications for payment:	\$	9,058,905.21	
SUBTOTAL	\$	713,958.12	

OTHER CHARGES (Stockpile Materials)

CURRENT PAYMENT DUE \$ 713,958.12

Balance to finish, including retainage: \$ 40,598.99

Contract Time Remaining (If applicable) - Working Days (2023)
Contract Time Remaining (If applicable) - Working Days (2024)

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:

Elder Corporation

Signature Mary A. Chynoweth
Firm Name

Date 12/17/24

Engineer / Consultant Approval:

Snyder & Associates, Inc.

Signature Jordan Stoermer
Firm Name
Digitally signed by Jordan Stoermer, DN: cn=US, email=jordan.stoermer@snyder-associates.com, o=Snyder & Associates, Inc., ou=Project Engineer, cn=Jordan Stoermer, Date: 2024.12.18 13:07:28-0600

Date

City of Ankeny Staff Approval:

Signature Adam Lust

Date 12/18/24

Submit to:

Adam Lust

E-mail: ALust@Ankenylowa.gov

Phone: (515) 963-3537

Fax: (515) 963-3535

CONTRACT PRICE DETAIL																																	
ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY DIVISION 1	QUANTITY CHANGE DIVISION 1 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 2	QUANTITY CHANGE DIVISION 2 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 3	QUANTITY CHANGE DIVISION 3 (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY THIS PAY PERIOD DIVISION 2	TOTAL QUANTITY THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL VALUE THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY DIVISION 1 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 3 PREVIOUS PAY PERIODS	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 1 COMPLETE	TOTAL QUANTITY DIVISION 2 COMPLETE	TOTAL QUANTITY DIVISION 3 COMPLETE	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK DIVISION 1	TOTAL VALUE OF COMPLETED WORK DIVISION 2	TOTAL VALUE OF COMPLETED WORK DIVISION 3	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE	
1	CLEARING AND GRUBBING	UNIT	1335	(17.70)					1,317.30	\$ 59.00	\$ 77,720.70				\$ -	\$ -	\$ -	\$ -	1,317.30	0.00	0.00	1,317.30	1,317.30	0.00	0.00	1,317.30	\$ 77,720.70	\$ -	\$ -	\$ 77,720.70	0.00	100.00%	
2	EMBANKMENT-IN-PLACE, STOCKPILE	CY	6513		1628				8,141.00	\$ 6.75	\$ 54,951.75				\$ -	\$ -	\$ -	\$ -	6,513.00	1,628.00	0.00	8,141.00	6,513.00	1,628.00	0.00	8,141.00	\$ 43,962.75	\$10,989.00	\$ -	\$ 54,951.75	0.00	100.00%	
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	9047		2262				11,309.00	\$ 6.50	\$ 73,508.50				\$ -	\$ -	\$ -	\$ -	7,869.00	3,440.00	0.00	11,309.00	7,869.00	3,440.00	0.00	11,309.00	\$ 51,148.50	\$22,360.00	\$ -	\$ 73,508.50	0.00	100.00%	
4	EXCAVATION, CLASS 10, WASTE	CY	8381		2095				10,476.00	\$ 9.15	\$ 95,855.40				\$ -	\$ -	\$ -	\$ -	8,381.00	2,095.00	0.00	10,476.00	8,381.00	2,095.00	0.00	10,476.00	\$ 76,686.15	\$19,169.25	\$ -	\$ 95,855.40	0.00	100.00%	
5	EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	CY	400	(400.00)					0.00	\$ 50.00	\$ -				\$ -	\$ -	\$ -	\$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00%	
6	EXCAVATION, CLASS 10, CHANNEL	CY	1262						1,262.00	\$ 12.00	\$ 15,144.00				\$ -	\$ -	\$ -	\$ -	0.00	1,262.00	0.00	1,262.00	0.00	1,262.00	0.00	1,262.00	\$ -	\$15,144.00	\$ -	\$ 15,144.00	0.00	100.00%	
7	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	4646						4,646.00	\$ 24.00	\$ 111,504.00				\$ -	\$ -	\$ -	\$ -	4,646.00	0.00	0.00	4,646.00	4,646.00	0.00	0.00	4,646.00	\$111,504.00	\$ -	\$ -	\$ 111,504.00	0.00	100.00%	
8	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	170						170.00	\$ 28.50	\$ 4,845.00				\$ -	\$ -	\$ -	\$ -	170.00	0.00	0.00	170.00	170.00	0.00	0.00	170.00	\$ 4,845.00	\$ -	\$ -	\$ 4,845.00	0.00	100.00%	
9	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	17516		4380				21,896.00	\$ 1.75	\$ 38,318.00				\$ -	\$ -	\$ -	\$ -	17,516.00	4,380.00	0.00	21,896.00	17,516.00	4,380.00	0.00	21,896.00	\$ 30,653.00	\$ 7,665.00	\$ -	\$ 38,318.00	0.00	100.00%	
10	SPECIAL COMPACTION OF SUBGRADE	STA	43		10.7				53.70	\$ 1,900.00	\$ 102,030.00				\$ -	\$ -	\$ -	\$ -	53.70	0.00	0.00	53.70	53.70	0.00	0.00	53.70	\$102,030.00	\$ -	\$ -	\$ 102,030.00	0.00	100.00%	
11	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	4000	(4,000.00)					0.00	\$ 4.50	\$ -				\$ -	\$ -	\$ -	\$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00%	
12	MODIFIED SUBBASE, 6 INCH DEPTH (VIRGIN AGGREGATE)	CY	685						685.00	\$ 61.00	\$ 41,785.00				\$ -	\$ -	\$ -	\$ -	685.00	0.00	0.00	685.00	685.00	0.00	0.00	685.00	\$ 41,785.00	\$ -	\$ -	\$ 41,785.00	0.00	100.00%	
13	MODIFIED SUBBASE , 8 INCH DEPTH (VIRGIN AGGREGATE)	CY	7629	51.00	975				8,655.00	\$ 61.50	\$ 532,282.19				\$ -	\$ -	\$ -	\$ -	8,655.00	0.00	0.00	8,655.00	8,655.00	0.00	0.00	8,655.00	\$532,282.19	\$ -	\$ -	\$ 532,282.19	0.00	100.00%	
14	GRANULAR SHOULDERS, TYPE A	TON	80	(70.40)					9.60	\$ 64.50	\$ 619.20				\$ -	\$ -	\$ -	\$ -	9.60	0.00	0.00	9.60	9.60	0.00	0.00	9.60	\$ 619.20	\$ -	\$ -	\$ 619.20	0.00	100.00%	
15	SHOULDER FINISHING, EARTH	STA	164.75						164.75	\$ 500.00	\$ 82,375.00	69.25			\$34,625.00	\$ -	\$ -	\$34,625.00	95.50	0.00	0.00	95.50	164.75	0.00	0.00	164.75	\$ 82,375.00	\$ -	\$ -	\$ 82,375.00	0.00	100.00%	
16	REMOVAL OF CURB	STA	0.5						0.50	\$ 2,200.00	\$ 1,100.00				\$ -	\$ -	\$ -	\$ -	0.50	0.00	0.00	0.50	0.50	0.00	0.00	0.50	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00	0.00	100.00%	
17	RELOCATION OF MAIL BOXES	EACH	9	(1.00)					8.00	\$ 590.00	\$ 4,720.00	3.00			\$ 1,770.00	\$ -	\$ -	\$ 1,770.00	5.00	0.00	0.00	5.00	8.00	0.00	0.00	8.00	\$ 4,720.00	\$ -	\$ -	\$ 4,720.00	0.00	100.00%	
18	BRIDGE APPROACH, BR-201	SY	248						248.00	\$ 237.00	\$ 58,776.00				\$ -	\$ -	\$ -	\$ -	248.00	0.00	0.00	248.00	248.00	0.00	0.00	248.00	\$ 58,776.00	\$ -	\$ -	\$ 58,776.00	0.00	100.00%	
19	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 8 IN.	SY	3493						3,493.00	\$ 96.00	\$ 335,328.00				\$ -	\$ -	\$ -	\$ -	3,493.00	0.00	0.00	3,493.00	3,493.00	0.00	0.00	3,493.00	\$335,328.00	\$ -	\$ -	\$ 335,328.00	0.00	100.00%	
20	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 9 IN.	SY	29307		4390				33,697.00	\$ 84.00	\$ 2,830,548.00				\$ -	\$ -	\$ -	\$ -	29,307.00	4,390.00	0.00	33,697.00	29,307.00	4,390.00	0.00	33,697.00	\$2,461,788.00	\$368,760.00	\$ -	\$ 2,830,548.00	0.00	100.00%	
21	MEDIAN, DOWELLED P.C. CONCRETE, 6 INCH	SY			27				27.00	\$ 141.00	\$ 3,807.00				\$ -	\$ -	\$ -	\$ -	27.00	0.00	0.00	27.00	27.00	0.00	0.00	27.00	\$ 3,807.00	\$ -	\$ -	\$ 3,807.00	0.00	100.00%	
22	MEDIAN, P.C. CONCRETE, 6 IN.	SY			596				596.00	\$ 136.00	\$ 81,056.00				\$ -	\$ -	\$ -	\$ -	62.40	533.60	0.00	596.00	62.40	533.60	0.00	596.00	\$ 8,486.40	\$72,569.60	\$ -	\$ 81,056.00	0.00	100.00%	
23	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1						1.00	\$ 39,000.00	\$ 39,000.00	0.50			\$19,500.00	\$ -	\$ -	\$19,500.00	0.50	0.00	0.00	0.50	1.00	0.00	0.00	1.00	\$ 39,000.00	\$ -	\$ -	\$ 39,000.00	0.00	100.00%	
24	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	EACH	29307	44,546.64	4390	6,672.80			84,916.44	\$ 1.00	\$ 84,916.44	34,847.66	11,062.80		\$34,847.66	\$11,062.80	\$ -	\$45,910.46	39,005.98	0.00	0.00	39,005.98	73,853.64	11,062.80	0.00	84,916.44	\$ 73,853.64	\$11,062.80	\$ -	\$ 84,916.44	0.00	100.00%	
25	TEMPORARY PAVEMENT, 6 INCH	SY	925	(56.40)					868.60	\$ 56.00	\$ 48,641.60				\$ -	\$ -	\$ -	\$ -	868.60	0.00	0.00	868.60	868.60	0.00	0.00	868.60	\$ 48,641.60	\$ -	\$ -	\$ 48,641.60			

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

79	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	560						560.00	\$ 61.00	\$ 34,160.00				\$ -	\$ -	\$ -	\$ -	560.00	0.00	0.00	560.00	560.00	0.00	0.00	560.00	\$ 34,160.00	\$ -	\$ -	\$ 34,160.00	0.00	100.00%
80	REMOVAL OF PAVED DRIVEWAY	SY	1446						1,446.00	\$ 8.50	\$ 12,291.00	334.30			\$ 2,841.55	\$ -	\$ -	\$ 2,841.55	1,111.70	0.00	0.00	1,111.70	1,446.00	0.00	0.00	1,446.00	\$ 12,291.00	\$ -	\$ -	\$ 12,291.00	0.00	100.00%
81	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	110	(3.20)					106.80	\$ 810.00	\$ 86,508.00				\$ -	\$ -	\$ -	\$ -	106.80	0.00	0.00	106.80	106.80	0.00	0.00	106.80	\$ 86,508.00	\$ -	\$ -	\$ 86,508.00	0.00	100.00%
82	FENCE, TEMPORARY, ORANGE SAFETY FENCE	LF	5556	(1,473.00)					4,083.00	\$ 5.25	\$ 21,435.75				\$ -	\$ -	\$ -	\$ -	4,083.00	0.00	0.00	4,083.00	4,083.00	0.00	0.00	4,083.00	\$ 21,435.75	\$ -	\$ -	\$ 21,435.75	0.00	100.00%
83	REMOVAL AND REINSTALLATION OF FENCE, 6 FT. HEIGHT WOOD PRIVACY FENCE	LF	370	(130.00)					240.00	\$ 49.00	\$ 11,760.00				\$ -	\$ -	\$ -	\$ -	240.00	0.00	0.00	240.00	240.00	0.00	0.00	240.00	\$ 11,760.00	\$ -	\$ -	\$ 11,760.00	0.00	100.00%
84	HANDHOLES AND JUNCTION BOXES, TYPE III, 36 IN X 24 IN, X 30 IN.	EACH	6						6.00	\$ 1,900.00	\$ 11,400.00	3.00			\$ 5,700.00	\$ -	\$ -	\$ 5,700.00	3.00	0.00	0.00	3.00	6.00	0.00	0.00	6.00	\$ 11,400.00	\$ -	\$ -	\$ 11,400.00	0.00	100.00%
85	HANDHOLES AND JUNCTION BOXES, TYPE IV, 48 IN. X 30 IN. X 36 IN.	EACH	4						4.00	\$ 2,000.00	\$ 8,000.00	3.00			\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	1.00	0.00	0.00	1.00	4.00	0.00	0.00	4.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	0.00	100.00%
86	REMOVAL OF TYPE A SIGN	EACH	38	(6.00)					32.00	\$ 152.00	\$ 4,864.00	19.00			\$ 2,888.00	\$ -	\$ -	\$ 2,888.00	13.00	0.00	0.00	13.00	32.00	0.00	0.00	32.00	\$ 4,864.00	\$ -	\$ -	\$ 4,864.00	0.00	100.00%
87	POSTS, STEEL, AS PER PLAN	EACH	18						18.00	\$ 152.00	\$ 2,736.00	8.00			\$ 1,216.00	\$ -	\$ -	\$ 1,216.00	10.00	0.00	0.00	10.00	18.00	0.00	0.00	18.00	\$ 2,736.00	\$ -	\$ -	\$ 2,736.00	0.00	100.00%
88	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	906						906.00	\$ 25.50	\$ 23,103.00	554.00			\$ 14,127.00	\$ -	\$ -	\$ 14,127.00	352.00	0.00	0.00	352.00	906.00	0.00	0.00	906.00	\$ 23,103.00	\$ -	\$ -	\$ 23,103.00	0.00	100.00%
89	TYPE A SIGNS, SHEET ALUMINUM	SF	336.8						336.80	\$ 51.00	\$ 17,176.80	152.90			\$ 7,797.90	\$ -	\$ -	\$ 7,797.90	183.90	0.00	0.00	183.90	336.80	0.00	0.00	336.80	\$ 17,176.80	\$ -	\$ -	\$ 17,176.80	0.00	100.00%
90	INSTALL TYPE A SIGN	EACH	74						74.00	\$ 202.00	\$ 14,948.00	34.00			\$ 6,868.00	\$ -	\$ -	\$ 6,868.00	40.00	0.00	0.00	40.00	74.00	0.00	0.00	74.00	\$ 14,948.00	\$ -	\$ -	\$ 14,948.00	0.00	100.00%
91	TRAFFIC SIGNALIZATION, NE 18TH STREET INTERSECTION	LS				1			1.00	\$ 229,000.00	\$ 229,000.00	0.10			\$ 22,900.00	\$ -	\$ -	\$ 22,900.00	0.00	0.90	0.00	0.90	0.10	0.90	0.00	1.00	\$ 22,900.00	\$ 206,100.00	\$ -	\$ 229,000.00	0.00	100.00%
92	TRAFFIC SIGNALIZATION, NE 5TH STREET INTERSECTION	LS				1			1.00	\$ 229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	\$ -	\$ 229,000.00	\$ -	\$ 229,000.00	0.00	100.00%
93	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1						1.00	\$ 7,600.00	\$ 7,600.00				\$ -	\$ -	\$ -	\$ -	1.00	0.00	0.00	1.00	1.00	0.00	0.00	1.00	\$ 7,600.00	\$ -	\$ -	\$ 7,600.00	0.00	100.00%
94	RAISED PAVEMENT MARKERS	EACH	336	(22.00)					314.00	\$ 25.50	\$ 8,007.00	147.00			\$ 3,748.50	\$ -	\$ -	\$ 3,748.50	167.00	0.00	0.00	167.00	314.00	0.00	0.00	314.00	\$ 8,007.00	\$ -	\$ -	\$ 8,007.00	0.00	100.00%
95	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	34.5						34.50	\$ 35.00	\$ 1,207.50	17.00			\$ 595.00	\$ -	\$ -	\$ 595.00	17.50	0.00	0.00	17.50	34.50	0.00	0.00	34.50	\$ 1,207.50	\$ -	\$ -	\$ 1,207.50	0.00	100.00%
96	PAINTED PAVEMENT MARKINGS, DURABLE	STA	206.79		5.79	51.7			264.28	\$ 71.00	\$ 18,763.88	140.38			\$ 9,966.98	\$ -	\$ -	\$ 9,966.98	123.90	0.00	0.00	123.90	264.28	0.00	0.00	264.28	\$ 18,763.88	\$ -	\$ -	\$ 18,763.88	0.00	100.00%
97	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	19			17			36.00	\$ 131.00	\$ 4,716.00	20.00			\$ 2,620.00	\$ -	\$ -	\$ 2,620.00	16.00	0.00	0.00	16.00	36.00	0.00	0.00	36.00	\$ 4,716.00	\$ -	\$ -	\$ 4,716.00	0.00	100.00%
98	PAVEMENT MARKINGS REMOVED	STA	29.6		0.65				30.25	\$ 56.00	\$ 1,694.00	14.16			\$ 792.96	\$ -	\$ -	\$ 792.96	16.09	0.00	0.00	16.09	30.25	0.00	0.00	30.25	\$ 1,694.00	\$ -	\$ -	\$ 1,694.00	0.00	100.00%
99	SYMBOLS AND LEGENDS REMOVED	EACH	5						5.00	\$ 101.00	\$ 505.00	2.00			\$ 202.00	\$ -	\$ -	\$ 202.00	3.00	0.00	0.00	3.00	5.00	0.00	0.00	5.00	\$ 505.00	\$ -	\$ -	\$ 505.00	0.00	100.00%
100	GROOVES CUT FOR PAVEMENT MARKINGS	STA	167.91			42			209.91	\$ 35.00	\$ 7,346.85	88.62			\$ 3,101.70	\$ -	\$ -	\$ 3,101.70	121.29	0.00	0.00	121.29	209.91	0.00	0.00	209.91	\$ 7,346.85	\$ -	\$ -	\$ 7,346.85	0.00	100.00%
101	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	17			17			34.00	\$ 111.00	\$ 3,774.00	20.00			\$ 2,220.00	\$ -	\$ -	\$ 2,220.00	14.00	0.00	0.00	14.00	34.00	0.00	0.00	34.00	\$ 3,774.00	\$ -	\$ -	\$ 3,774.00	0.00	100.00%
102	SAFETY CLOSURE	EACH	27						27.00	\$ 202.00	\$ 5,454.00	10.00			\$ 2,020.00	\$ -	\$ -	\$ 2,020.00	17.00	0.00	0.00	17.00	27.00	0.00	0.00	27.00	\$ 5,454.00	\$ -	\$ -	\$ 5,454.00	0.00	100.00%
103	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 7, 2023	LS	1						1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -	1.00	0.00	0.00	1.00	1.00	0.00	0.00	1.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	0.00	100.00%
104	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 5, 2024	LS	1						1.00	\$ 75,000.00	\$ 75,000.00	1.00			\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	0.00	100.00%
105	TRAFFIC CONTROL	LS	1	0.02					1.02	\$ 99,000.00	\$ 100,650.00	0.25			\$ 25,158.87	\$ -	\$ -	\$ 25,158.87	0.76	0.00	0.00	0.76	1.02	0.00	0.00	1.02	\$ 100,650.00	\$ -	\$ -	\$ 100,650.00	(0.00)	100.00%
106	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	80	(22.00)					58.00	\$ 101.00	\$ 5,858.00	5.00			\$ 505.00	\$ -	\$ -	\$ 505.00	53.00	0.00	0.00	53.00	58.00	0.00	0.00	58.00	\$ 5,858.00	\$ -	\$ -	\$ 5,858.00	0.00	100.00%
107	MOBILIZATION	LS	1						1.00	\$ 526,167.21	\$ 526,167.21				\$ -	\$ -	\$ -	\$ -	1.00	0.00	0.00	1.00	1.00	0.00	0.00	1.00	\$ 526,167.21	\$ -	\$ -	\$ 526,167.21	0.00	100.00%
108	TRENCH COMPACTION TESTING	LS	1						1.00	\$ 6,500.00	\$ 6,500.00	0.10			\$ 650.00	\$ -	\$ -	\$ 650.00	0.90	0.00	0.00	0.90	1.00	0.00	0.00	1.00	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	0.00	100.00%
109	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF					390	(25.00)	365.00	\$ 97.00	\$ 35,405.00				\$ -	\$ -	\$ -	\$ -	0.00	0.00	365.00	365.00	0.00	0.00	365.00	\$ 35,405.00	\$ -	\$ -	\$ 35,405.00	0.00	100.00%	
110	FITTINGS BY WEIGHT, DUCTILE IRON	LB					520	(316.00)	204.00	\$ 18.00	\$ 3,672.00				\$ -	\$ -	\$ -	\$ -	0.00	0.00	204.00	204.00	0.00	0.00	204.00	\$ 3,672.00	\$ -	\$ -	\$ 3,672.00	0.00	100.00%	
111	WATER SERVICE CURB STOP AND BOX, PVC, 1.0 IN.	EACH					4	(2.00)	2.00	\$ 3,700.00	\$ 7,400.00				\$ -	\$ -	\$ -	\$ -	0.00	0.00	2.00	2.00	0.00	0.00	2.00	\$ 7,400.00	\$ -	\$ -	\$ 7,400.00	0.00	100.00%	
112	TAPPING VALVE ASSEMBLY, 8 IN.	EACH					1		1.00	\$ 6,900.00	\$ 6,900.00				\$ -	\$ -	\$ -	\$ -	0.00	0.00	1.00	1.00	0.00	0.00	1.00	\$ 6,900.00	\$ -	\$ -	\$ 6,900.00	0.00	100.00%	
113	FIRE HYDRANT ASSEMBLY, WM-201	EACH					1		1.00	\$ 6,600.00	\$ 6,600.00			1.00	\$ -	\$ -	\$ 6,600.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	\$ 6,600.00	\$ -	\$ -	\$ 6,600.00	0.00	100.00%	
114	FIRE HYDRANT ASSEMBLY, WM-201, ALTERNATE	EACH					1		1.00	\$ 7,200.00	\$ 7,200.00				\$ -	\$ -	\$ -	\$ -	0.00	0.00	1.00	1.00	0.00	0.00	1.00	\$ 7,200.00	\$ -	\$ -	\$ 7,200.00	0.00	100.00%	
115	VALVE BOX EXTENSION	EACH					6	1.00	7.00	\$ 660.00	\$ 4,620.00				\$ -	\$ -	\$ 660.00	\$ 660.00	0.00	0.00	6.00	6.00	0.00	0.00	7.00	\$ 4,620.00	\$ -	\$ -	\$ 4,620.00	0.00	100.00%	
116	VALVE BOX REPLACEMENT	EACH					8	(8.00)	0.00	\$ 660.00	\$ -				\$ -	\$ -	\$ -	\$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00%	
117	BIO-RETENTION CELL INSTALLATION	EACH					4		4.00	\$ 32,000.00	\$ 128,000.00	4.00			\$ 128,000.00	\$ -	\$ -	\$ 128,000.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	4.00	\$ 128,000.00	\$ -	\$ -	\$ 128,000.00	0.00	100.00%
118	EXTERNAL DROP CONNECTION, SW-307, REMOVAL	EACH					1		1.00	\$ 5,900.00	\$ 5,900.00				\$ -	\$ -	\$ -	\$ -	1.00	0.00	0.00	1.00	1.00	0.00	0.00	1.00	\$ 5,900.00	\$ -	\$ -	\$ 5,900.00	0.00	100.00%
119	HYDRANT (IN LINE), GATE VALVE, 6 IN.	EACH					1		1.00	\$ 6,600.00	\$ 6,600.00				\$ -	\$ -	\$ -	\$ -	0.00	0.00	1.00	1.00	0.00	0.00	1.00	\$ 6,600.00	\$ -	\$ -	\$ 6,600.00	0.00	100.00%	
120	HYDRANT REMOVAL	EACH					2		2.00	\$ 970.00	\$ 1,940.00	1.00			\$ 970.00	\$ -	\$ -	\$ 970.00	0.00	0.00	1.00	1.00	1.00	0.00	1.00	\$ 1,940.00	\$ -	\$ -	\$ 1,940.00	0.00	100.00%	
121	SUBDRAIN CLEANOUT, TYPE B	EACH					6	2.00	8.00	\$ 2,000.00	\$ 16,000.00	2.00			\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	6.00	0.00	0.00	6.00	8.00	0.00	0.00	8.00	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	0.00	100.00%
122	CONDUIT, BLUE HDPE, 2 IN.	LF	6570						6,570.00	\$ 15.00	\$ 98,550.00																					

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 17, 2023	\$ 193,428.65
2	May 15, 2023	\$ 347,978.24
3	June 19, 2023	\$ 597,513.62
4	July 19, 2023	\$ 453,219.51
5	August 21, 2023	\$ 770,595.15
6	September 18, 2023	\$ 1,322,169.38
7	October 16, 2023	\$ 346,662.08
8	December 18, 2023	\$ 903,093.19
9	April 15, 2024	\$ 121,674.51
10	May 20, 2024	\$ 529,142.89
11	June 17, 2024	\$ 593,408.31
12	July 15, 2024	\$ 414,151.97
13	August 19, 2024	\$ 992,744.38
14	September 16, 2024	\$ 851,353.17
15	October 21, 2024	\$ 621,770.16
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 9,058,905.21

Record of Change Orders

No.	Date	Amount
1	May 15, 2023	\$ 4,400.00
2	July 17, 2023	\$ 8,856.00
3	August 21, 2023	\$ 3,440.00
4	December 18, 2023	\$ 137.90
5	January 6, 2025	\$ (196,371.57)
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CHANGE ORDER TOTAL = \$ (179,537.67)

Contract Time Remaining (2023)

	Working Days
Contract Period (2023):	
Construction Start Date (2023):	March 27, 2023
Contract Working Days (2023):	120.0
Added by Change Order (2023):	0.0
Total Working Days (2023):	120.0
Working Days Used to Date (2023):	120.0
Working Days Remaining (2023):	0.0

Contract Time Remaining (2024)

	Working Days
Contract Period (2024):	
Construction Start Date (2024):	March 18, 2024
Contract Working Days (2024):	120.0
Added by Change Order (2024):	0.0
Total Working Days (2024):	120.0
Working Days Used to Date (2024):	120.0
Working Days Remaining (2024):	0.0

December 18, 2024

Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NE DELAWARE AVENUE RECON. – NE 5TH STREET TO FOURMILE CREEK
PARTIAL PAYMENT APPLICATION NO. 16
CHANGE ORDER NO. 5
FINANCE PROJECT NO. 979.4451
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

Partial Payment Application No. 16 includes work completed between September 1, 2024, and November 30, 2024. The Contractor's work through this period includes completing all remaining work except a couple minor punch list items that cannot be completed until weather conditions allow in the spring. We recommend payment of \$713,958.12 to the Contractor, Elder Corporation, for work completed through November 30, 2024. 99.89% of the total contract work has been completed and exactly 240 of the 240 working days (100.0%) have been charged through the pay application. The Contractor will complete the remaining punch list items in the spring which consists of spot locations of final seeding, and final preparation of the four bio retention cells. It has been agreed that zero (0) working days will be charged for this minor work.

Change Order No.5 consists of all the overruns, underruns and miscellaneous new items for the entire project. This change order total amounts to a reduction to the Contract by a total of \$196,371.57. Some of the major reduction items to note include erosion control items, fencing, water main, and rip rap. Some of the major increased items to note include additional roadway pavement, traffic control, and pavement thickness incentives. We recommend approval of Change Order No.5.

We anticipate one final payment application and change order in the spring that will consist of a very small amount to complete the contract and the final release of retainage (\$30,000) after the Iowa DOT audit is finalized.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the January 6, 2025, council meeting to answer any questions regarding this partial payment application and change order.

Sincerely,

Partial Payment Application No. 16
Change Order No. 5
Snyder & Associates, Inc
December 18, 2024
Page 2 of 2

SNYDER & ASSOCIATES, INC.



Jordan M. Stoermer, P.E.
Project Manager

cc: Mark Land, P.E., Snyder & Associates, Inc.
Sarah Ritchie, E.I., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #2 in the amount of \$154,192.60 to Granite Excavating, LLC, for construction services on the NE 36th Street & NE 38th Street Water Main Loop project.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Granite Excavating - Pymt #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP
Contractor: Granite Excavating LLC.
Address: 111 2nd Street, Polk City, IA, 50226
Finance Budget Code: 618.3618.4450 **Finance Project #** 618.4450
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 15, 2024 **Vendor #** 11835

Date of Council Meeting: January 6, 2025 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: September 6, 2024 Through: December 8, 2024

Contract Summary

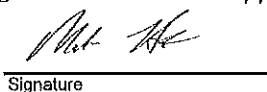
Original Contract Amount:	\$	1,231,702.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	1,231,702.00	
Total completed and stored to date:	\$	973,338.00	
Retainage: 5 % of Completed Work:	\$	48,666.90	
Total Earned less Retainage:	\$	924,671.10	
Less previous applications for payment:	\$	770,478.50	
SUBTOTAL	\$		154,192.60
OTHER CHARGES (Attach an Itemized list)	\$		-
CURRENT PAYMENT DUE	\$		154,192.60
Balance to finish, including retainage:	\$	307,030.90	
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.

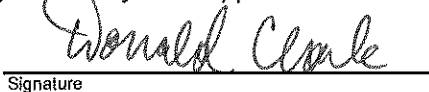
Construction Contractor Approval: Granite Excavating LLC.


Signature _____ Firm Name _____ Date 12/27/24

Engineer / Consultant Approval: STRAND ASSOCIATES, INC.®


Signature _____ Firm Name _____ Date 12/27/2024

City of Ankeny Staff Approval:


Signature _____ Date 12-30-24

Submit to: Donald Clark, P.E. - Director of Municipal Utilities
E-mail: dclark@ankenyiowa.gov **Phone:** 515-963-3529 **Fax:** 515-963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 5, 2024	\$ 770,478.50
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Previous Applications for Payment

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TOTAL \$ 770,478.50

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	80.00
Added by Change Order:	
Contract Time to Date:	80.00
Time Used to Date:	
Contract Time Remaining:	80.00

CONTRACT PRICE DETAIL

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 973,338.00

-20.98%

r (Contract):

NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP

Application Number:

2

Application Date: XXXXX/2024

A			B	C			D		E	F		G
Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$)	
					Date Placed into	Amount (\$)			Date (Month/Year)	Amount (\$)		
.04	S103795014.0001				7/2024	\$52,970.00		\$0.00			\$0.00	
.04	S103795014.0003				7/2024	\$52,970.00		\$52,970.00	8/2024	\$52,970.00	\$0.00	
.04	S103795014.0005				7/2024	\$52,970.00		\$52,970.00	8/2024	\$52,970.00	\$0.00	
.04	S103795014.0007				7/2024	\$52,970.00		\$52,970.00	8/2024	\$52,970.00	\$0.00	
.04	S103795014.0009				7/2024	\$52,970.00		\$52,970.00	8/2024	\$52,970.00	\$0.00	
.04	S103795014.011			16"X20' DR18 235PSI C900 PVC PIPE GJ	7/2024	\$52,970.00		\$52,970.00	8/2024	\$52,970.00	\$0.00	
.12	S103621674.002				7/2024	\$52,970.00		\$52,970.00	8/2024	\$52,970.00	\$0.00	
5.1	S103621674.005				7/2024	\$125,010.90		\$125,010.90	8/2024	\$125,010.90	\$0.00	
.04	S103795014.013			16"X20' DR18 235PSI C900 PVC PIPE GJ	8/2024	\$93,926.22		\$93,926.22	8/2024	\$93,926.22	\$0.00	
.04	S103795014.015			16"X20' DR18 235PSI C900 PVC PIPE GJ	8/2024	\$52,970.00		\$52,970.00	8/2024	\$52,970.00	\$0.00	
.04	S103795014.017			16"X20' DR18 235PSI C900 PVC PIPE GJ	8/2024	\$52,970.00		\$52,970.00	9/2024	\$52,970.00	\$0.00	
.04	S103795014.019			16"X20' DR18 235PSI C900 PVC PIPE GJ	8/2024	\$52,970.00		\$52,970.00	9/2024	\$52,970.00	\$0.00	
.04	S103795014.021			16"X20' DR18 235PSI C900 PVC PIPE GJ	8/2024	\$52,970.00		\$52,970.00	9/2024	\$52,970.00	\$0.00	
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ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #23 in the amount of \$12,447.54 to HR Green Inc. for engineering services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. HR Green-Pymt #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Contractor: HR Green, Inc.

Address: 5525 Merle Hay Road, Suite 200 Johnston, IA 50131

Finance Budget Code: 998.3998.4210 **Finance Project #:** 998.421

Vendor Project #: N/A **Purchase Order #:** N/A

Original Contract Date: February 7, 2022 **Vendor Account #:** 5531

Date of Council Meeting: January 6, 2025 **Payment Application #:** 23

Payment Period: From: October 26, 2024 Through: November 29, 2024

Contract Summary:

Original Contract Amount:	\$	355,700.00	
Net Change by Change Orders:	\$	473,813.00	
Contract Amount to Date: (line 1 ± 2)	\$	829,513.00	
Total Completed and Stored to Date:	\$	829,501.97	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	829,501.97	
Less Previous Applications for Payment:	\$	817,054.43	
SUBTOTAL:	\$	12,447.54	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	12,447.54	
Balance to Finish, Including Retainage:	\$	11.03	

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

HR Green, Inc.

Firm Name

Signature

Date

Engineer / Consultant Approval:

HR Green, Inc.

Firm Name

Signature

December 9, 2024

Date

City of Ankeny Staff Approval:

Signature

Date

12/17/2024

Submit to:

Jim Haberichter

E-mail:

jhaberichter@Ankenylowa.gov

Phone Number:

515-963-3536

Date Printed: 12/9/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 18, 2022	\$ 45,993.75
2	June 6, 2022	\$ 69,475.00
3	August 15, 2022	\$ 59,151.51
4	October 3, 2022	\$ 36,117.50
5	October 17, 2022	\$ 65,290.75
6	November 7, 2022	\$ 66,482.50
7	January 3, 2023	\$ 29,525.63
8	August 7, 2023	\$ 2,217.00
9	September 18, 2023	\$ 40,890.60
10	October 2, 2023	\$ 26,102.28
11	November 6, 2023	\$ 74,065.26
12	December 4, 2023	\$ 26,000.65
13	December 18, 2023	\$ 27,985.75
14	February 5, 2024	\$ 35,957.25
15	April 15, 2024	\$ 15,643.65
16	May 6, 2024	\$ 17,023.23
17	May 20, 2024	\$ 11,197.38
18	July 1, 2024	\$ 28,454.92
19	August 5, 2024	\$ 26,403.04
20	September 16, 2024	\$ 51,297.75
21	November 4, 2024	\$ 34,639.32
22	December 2, 2024	\$ 27,139.71
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 817,054.43

Record of Change Orders:

No.	Date	Amount
1	July 5, 2022	\$ 16,500.00
2	May 15, 2023	\$ 457,313.00
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CHANGE ORDER TOTAL = \$ 473,813.00

Contract Time Remaining:

Contract Period: Working Days
 Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

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

December 06, 2024
Project No: 210345.02
Invoice No: 182169
Invoice Total: \$12,447.54

Project 210345.02 Ankeny, IA - Oralabor Gateway Trail and SW State Street

Professional Services Through November 29, 2024

Phase 11.0 Construction Phase Services

Professional Personnel

	Hours	Amount	
Professional	2.00	415.00	
Junior Field Personnel	56.00	6,720.00	
Admin Coordinator	1.00	130.00	
Corporate Admin	.50	51.00	
Totals	59.50	7,316.00	
Total Labor			7,316.00

Consultants

Terracon Consultants, Inc.			
11/6/2024	Terracon Consultants, Inc.	Materials Testing	4,922.50
	Total Consultants		4,922.50
			4,922.50

Unit Charges

Mileage 0.67		209.04	
Total Unit Charges		209.04	209.04

Total this Phase \$12,447.54

Billing Limits

	Current	Prior	To-Date
Total Billings	12,447.54	430,854.43	443,301.97
Limit			443,313.00
Remaining			11.03

Total this Invoice \$12,447.54



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

▷ HRGREEN.COM

December 9, 2024

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

Progress Report & Attached Invoice
Ankeny, IA - Oralabor Gateway Trail - SW State Street Underpass and
SW Oralabor Road and SW State Street Intersection Improvements
HRG Project No. 210345.02
Contract date: March 6, 2023

Dear Jim:

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

Attached Invoice #	182169
Period covered by invoice	10/26/24 – 11/29/24
Amount this invoice	\$12,447.54
Total billings to date, including this invoice	\$815,318.72
Contract maximum fee	\$829,513.00
% of Contract billed to date	98.29%

Summary of services during this billing period:

- On-Site Representative
- Reviewed and approved submittals
- Provided coordination and design support for inquiries and modifications
- Utility Coordination
- Project visits and reviews by Engineer
- Project management

Comments:

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

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #3 in the amount of \$14,809.55 to Mainline Construction for construction services on the High Trestle Trail Experience Park - Phase 1 project.

ORIGINATING DEPARTMENT

Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Trail Experience Park - Phase 1
Contractor: Mainline Construction
Address: PO Box 173, Bondurant IA 50035
Finance Budget Code: 990.3990.4408 Finance Project #: 990.4408
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: July 30, 2024 Vendor Account #: 12185

Date of Council Meeting: January 6, 2025
~~December 16, 2024~~

Payment Application #: 3

Payment Period: From: October 24, 2024 Through: December 6, 2024

Contract Summary:

Original Contract Amount:	\$	868,754.00	
Net Change by Change Orders:	\$	13,550.76	
Contract Amount to Date: (line 1 ± 2)	\$	882,304.76	
Total Completed and Stored to Date:	\$	320,969.00	
Retainage: <u>5</u> % of Completed Work:	\$	16,048.45	
Total Earned Less Retainage:	\$	304,920.55	
Less Previous Applications for Payment:	\$	290,111.00	
SUBTOTAL:	\$	14,809.55	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 14,809.55

Balance to Finish, Including Retainage: \$ 577,384.21

Contract Time Remaining (Substantial): 174.0 #

Contract Time Remaining (Full): 174.0 #

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:

Mainline Construction

[Signature]
Signature

Firm Name

12/12/2024

Date

Engineer / Consultant Approval:

ISG

[Signature]
Signature

Firm Name

12/09/2024

Date

City of Ankeny Staff Approval:

[Signature]
Signature

12/13/24
Date

Submit to: _____

E-mail: _____

Phone Number: _____

Date Printed: 12/6/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	BASE BID													
1	Clearing and Grubbing	LS	1.00		1.00	\$ 8,400.00	\$ 8,400.00		\$ -	1.00	1.00	\$ 8,400.00	0.00	100.00%
2	Topsoil, On-site	CY	5,922.00		5,922.00	\$ 5.00	\$ 29,610.00	522.00	\$ 2,610.00	4,500.00	5,022.00	\$ 25,110.00	300.00	94.36%
3	Excavation, Class 10	CY	7,875.00		7,875.00	\$ 24.25	\$ 190,968.75		\$ -	7,875.00	7,875.00	\$ 190,968.75	0.00	100.00%
4	Removal of Known Pipe Culvert	LF	40.00		40.00	\$ 11.50	\$ 460.00		\$ -		0.00	\$ -	40.00	0.00%
5	Storm Sewer, Trenched, PVC, 6 inch	LF	100.00		100.00	\$ 50.25	\$ 5,025.00	100.00	\$ 5,025.00		100.00	\$ 5,025.00	0.00	100.00%
6	Sidewalk, PCC	SY	81.00		81.00	\$ 162.00	\$ 13,122.00	11.00	\$ 1,782.00	70.00	81.00	\$ 13,122.00	0.00	100.00%
7	Temporary Traffic Control	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00		\$ -	0.50	0.50	\$ 7,500.00	0.50	50.00%
8	Type 1 Permanent Lawn Mixture	AC	1.86		1.86	\$ 3,200.00	\$ 5,952.00		\$ -		0.00	\$ -	1.86	0.00%
9	No Mow Fine Fescue Mix	AC	4.42		4.42	\$ 2,400.00	\$ 10,608.00		\$ -		0.00	\$ -	4.42	0.00%
10	Dry Short Prairie Mix	AC	2.62		2.62	\$ 2,700.00	\$ 7,074.00		\$ -		0.00	\$ -	2.62	0.00%
11	Overstory Tree, 2.5 inch Caliper	EA	43.00		43.00	\$ 525.00	\$ 22,575.00		\$ -		0.00	\$ -	43.00	0.00%
12	Overstory Tree, 4 inch Caliper	EA	17.00		17.00	\$ 850.00	\$ 14,450.00		\$ -		0.00	\$ -	17.00	0.00%
13	Overstory Tree, 6 inch Caliper	EA	14.00		14.00	\$ 1,355.00	\$ 18,970.00		\$ -		0.00	\$ -	14.00	0.00%
14	Overstory Tree, 1.5 inch Caliper	EA	17.00		17.00	\$ 435.00	\$ 7,395.00		\$ -		0.00	\$ -	17.00	0.00%
15	Understory Tree, 6 foot Height	EA	45.00		45.00	\$ 435.00	\$ 19,575.00		\$ -		0.00	\$ -	45.00	0.00%
16	Evergreen Tree, 6 foot Height	EA	11.00		11.00	\$ 525.00	\$ 5,775.00		\$ -		0.00	\$ -	11.00	0.00%
17	SWPPP Preparation	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00		\$ -		0.00	\$ -	1.00	0.00%
18	SWPPP Management	LS	1.00		1.00	\$ 3,600.00	\$ 3,600.00		\$ -		0.00	\$ -	1.00	0.00%
19	Temporary RECP, Type 2.B	SY	8,900.00		8,900.00	\$ 1.10	\$ 9,790.00		\$ -		0.00	\$ -	8,900.00	0.00%
20	Wattle, Straw, 9 inch	LF	8,517.00		8,517.00	\$ 2.15	\$ 18,311.55	80.00	\$ 172.00	1,475.00	1,555.00	\$ 3,343.25	6,962.00	18.26%
21	Inlet Protection Device, Surface Applied	EA	19.00		19.00	\$ 100.00	\$ 1,900.00		\$ -	0.50	0.50	\$ 50.00	18.50	50.00%
22	Mobilization	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00		\$ -		0.00	\$ -	1.00	0.00%
23	Tree Protection Fence	LF	665.00		665.00	\$ 5.00	\$ 3,325.00		\$ -		0.00	\$ -	665.00	0.00%
24	Lighting Control Cabinet & Metering Pedestal	EA	3.00		3.00	\$ 10,238.00	\$ 30,714.00		\$ -		0.00	\$ -	3.00	0.00%
25	Handhole, 12 inch by 12 inch	EA	23.00		23.00	\$ 740.00	\$ 17,020.00		\$ -		0.00	\$ -	23.00	0.00%
26	Handhole, 17 inch by 30 inch by 24 inch	EA	10.00		10.00	\$ 1,180.00	\$ 11,800.00		\$ -		0.00	\$ -	10.00	0.00%
27	Type B & B1 Bollard Light	EA	33.00		33.00	\$ 2,881.00	\$ 95,073.00		\$ -		0.00	\$ -	33.00	0.00%
28	Circuit Wire, 10 Gauge	LF	34,935.00		34,935.00	\$ 0.79	\$ 27,596.65		\$ -		0.00	\$ -	34,935.00	0.00%
29	Circuit Wire, 8 Gauge	LF	5,175.00		5,175.00	\$ 1.15	\$ 5,951.25		\$ -		0.00	\$ -	5,175.00	0.00%
30	Circuit Wire, 6 Gauge	LF	3,360.00		3,360.00	\$ 1.61	\$ 5,409.60		\$ -		0.00	\$ -	3,360.00	0.00%
31	Conduit, 1 inch	LF	24,270.00		24,270.00	\$ 3.35	\$ 81,304.50		\$ -		0.00	\$ -	24,270.00	0.00%
32	Tracer Wire, 10 Gauge Orange	LF	24,270.00		24,270.00	\$ 0.91	\$ 22,085.70	0.10	\$ 6,000.00	0.90	1.00	\$ 60,000.00	0.00	100.00%
33	Glow-Trail	LS	1.00		1.00	\$ 60,000.00	\$ 60,000.00		\$ -					
	ALTERNATE A													
A1	Handhole, 12 Inch by 12 Inch	EA	(23.00)		(23.00)	\$ 740.00	\$ (17,020.00)		\$ -		0.00	\$ -	(23.00)	0.00%
A2	Type A and A1 Pedestrian Pole Light	EA	23.00		23.00	\$ 4,497.00	\$ 103,431.00		\$ -		0.00	\$ -	23.00	0.00%
	CHANGE ORDER ITEMS													
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	September 13, 2024	\$ 73,140.50
2	October 24, 2024	\$ 216,970.50
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 290,111.00

Record of Change Orders:

No.	Date	Amount
1	November 27, 2024	\$ 13,550.76
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CHANGE ORDER TOTAL = \$ 13,550.76

Contract Time Remaining:

Contract Period:	April 25, 2025
Construction Start Date:	August 28, 2024

Substantial Completion:

Contract Working Days:	241.0
Added by Change Order:	
Total Working Days:	241.0
Working Days Used to Date:	67.0
Working Days Remaining:	174.0

Full Completion:

Contract Working Days:	241.0
Added by Change Order:	
Total Working Days:	241.0
Working Days Used to Date:	67.0
Working Days Remaining:	174.0



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #9 in the amount of \$10,212.40 to McClure Engineering Company, for design engineering services on the SW Des Moines Street Utility Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. McClure - Pymt #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Des Moines Street Utility Improvements
Contractor: McClure Engineering
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 699.3699.4210 Finance Project #: 699.4210
Vendor Project #: 2024000157-000 Purchase Order #:
Original Contract Date: March 18, 2024 Vendor Account #: 002183

Date of Council Meeting: January 6, 2025 Payment Application #: 9
Payment Period: From: November 1, 2024 Through: November 30, 2024

Contract Summary:

Original Contract Amount:	\$	235,900.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	235,900.00	
Total Completed and Stored to Date:	\$	204,494.07	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	204,494.07	
Less Previous Applications for Payment:	\$	194,281.67	
SUBTOTAL:	\$		10,212.40
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		10,212.40

Balance to Finish, Including Retainage: \$ 31,405.93

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

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Becky Ford, PE, CFM, Stormwater & Environmental Manager

E-mail:

bford@ankenyiowa.gov

Phone Number:

515-963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 15, 2024	\$ 41,613.75
2	May 25, 2024	\$ 31,766.90
3	June 17, 2024	\$ 27,986.25
4	August 5, 2024	\$ 27,468.75
5	August 19, 2024	\$ 18,762.50
6	October 7, 2024	\$ 11,495.27
7	November 4, 2024	\$ 16,174.50
8	November 18, 2024	\$ 19,013.75
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Previous Applications for Payment:

No.	Date	Amount
36		
37		
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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 194,281.67



1360 NW 121st Street
Clive, IA 50325

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

December 03, 2024
Project No: 2024000157-000
Invoice No: 156200
Due Date: January 02, 2025

Project 2024000157-000 Ankeny SW Des Moines Street Utility Improvements
Professional Services from November 01, 2024 to November 30, 2024

Phase	500	Final Design
Task	501	Final Design and Plans

	Hours	Rate	Amount	
Engineer I	22.25	125.00	2,781.25	
Engineer III	14.00	185.00	2,590.00	
Totals	36.25		5,371.25	
Total Labor				5,371.25
Total this Task				\$5,371.25
Total this Phase				\$5,371.25

Phase	700	Survey Services
Task	735	Preliminary Design Survey

	Hours	Rate	Amount	
Project Manager I	1.50	185.00	277.50	
Crew Chief	4.00	135.00	540.00	
Totals	5.50		817.50	
Total Labor				817.50

Mileage (.90 p/mile)				16.20
Total this Task				\$833.70
Total this Phase				\$833.70

Phase	850	Project Management and Coordination
Task	851	Project Management and Coordination

	Hours	Rate	Amount	
Project Manager III	1.50	230.00	345.00	
Project Coordinator	.25	135.00	33.75	

Project	2024000157-000	Ankeny SW Des Moines St Utility Improve.	Invoice		156200
Engineer III		5.00	185.00	925.00	
	Totals	6.75		1,303.75	
	Total Labor				1,303.75
				Total this Task	\$1,303.75
				Total this Phase	\$1,303.75
Phase	950	Subconsultant and Reimbursable Fees			
Task	952	Land Acquisition Services (JCG Land Services)			
Consultants					
JCG Land Services, Inc.				2,703.70	
	Total Consultants			2,703.70	2,703.70
				Total this Task	\$2,703.70
				Total this Phase	\$2,703.70
		Current	Prior	To-Date	
Total Billings		10,212.40	194,281.67	204,494.07	
Contract Limit (not-to-exceed)				235,900.00	
Contract Limit Remaining				31,405.93	
				Total Due this Invoice	\$10,212.40

PROGRESS REPORT #9

SW Des Moines Street Utility Improvements

Date: December 5, 2024	McClure Project #: 2024000157-000
To: Becky Ford, PE, CFM Stormwater & Environmental Manager 1210 NW Prairie Ridge Drive Ankeny, IA 50023	From: Colton Hoffmann, PE Senior Project Engineer 335 SE Oralabor Road Ankeny, IA 50021
Email: bford@ankenyiowa.gov	Principal: Scott Port, PE

Date Range of Report: November 1, 2024 – November 30, 2024

1. SUMMARY OF WORK DONE LAST PERIOD

- Met with City to discuss Check (95%) plan submittal comments
- Worked on Final plan design
- Project permitting
- Easement acquisition negotiations
- Utility relocation staking

2. FORECAST OF ACTIVITIES PLANNED FOR NEXT PERIOD

- Utility coordination
- Project permitting
- Turn in Final Plans and Project Manual by December 20th

3. SCOPE CHANGES / VALUE ADDED

- None

4. STATUS OF RECENT PREVIOUS INVOICES

INVOICE #	DATE SENT	INVOICE TOTAL	STATUS
153519	August 2, 2024	\$18,762.50	Paid
154215	September 12, 2024	\$11,495.27	Paid
155122	October 7, 2024	\$16,174.50	Paid
155711	November 5, 2024	\$19,013.75	Paid
156200	December 5, 2024	\$10,212.40	Submitted

5. INPUT NEEDED / ACTION ITEMS

- None

6. SCHEDULE MILESTONES

a. See below for completed and remaining milestones

Milestone	Timeline
Notice to Proceed	March 19, 2024
Topo and Boundary Survey	March 19, 2024 – April 5, 2024
Geotechnical Investigation	March 2024 – May 2024
Preliminary Plan Design (30%)	April 8, 2024 – April 22, 2024
Drainage Study & Report	April 8, 2024 – April 22, 2024
Preliminary Plans (30%) and Drainage Report Submittal to City and Utilities	April 22, 2024
OWNER Review of 30% Plans and Drainage Report (2 weeks)	April 22, 2024 – May 6, 2024
On-Site Field Review Meeting	May 6, 2024
Order and Obtain Title Certifications (2 Weeks)	May 7, 2024
Preliminary Design (60%)	May 7, 2024 – June 24, 2024
Preliminary Plans (60%) Submittal to City and Utilities	June 24, 2024
OWNER Review 60% Plans (2 weeks)	June 24, 2024 – July 8, 2024
Preliminary Plans (60%) Review Meeting (DDM #1)	July 11, 2024
Project Information Meeting	August 6, 2024
Develop Acquisition Plats (After PIM)	August 6, 2024 – August 16, 2024
Check (95%) Design and Plans	August 6, 2024 – October 28, 2024
Order and Obtain Appraisals (4 – 6 Weeks After Plats)	August 16, 2024 – September 16, 2024
Appraisal Review (1 – 2 Weeks After Appraisal Reports)	September 16, 2024 – September 30, 2024
Acquisition Negotiations (1 – 3 Months)	September 30, 2024 – December 15, 2024
Check Plan (95%) Submittal to City and Utilities	October 28, 2024
OWNER Check Plan (95%) Review (2 weeks)	October 28, 2024 – November 11, 2024
Check Plan (95%) Review Meeting (DDM #2)	November 14, 2024
Final Plans Design	November 11, 2024 – December 20, 2024
Acquisitions Complete (Assume 3 Months Negotiations)	December 15, 2024
Final Plan Submittal	December 20, 2024
OWNER Review Final Plans	December 20, 2024 – December 30, 2024
City Council Set Hearing and Letting Dates	January 6, 2025
Bid Letting (Local)	January 28, 2025
Public Hearing to Review Bids & Award Contract	February 3, 2025
Construction	Spring 2025 – Fall 2025
Project Closeout	Winter 2025



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #10 in the amount of \$9,983.93 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordinance Road Water Main project.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. MSA - Pymt #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Walnut Street and SW Ordinance Road Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Ave Ste F, Ankeny, IA 50021
Finance Budget Code: 635.3635.4210 Finance Project #: 635.421
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: February 5, 2024 Vendor Account #: 6447

Date of Council Meeting: January 6, 2025 Payment Application #: 10

Payment Period: From: 11/17/2024 Through: 12/14/2024

Contract Summary:

Original Contract Amount: \$ 210,000.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 210,000.00

Total Completed and Stored to Date: \$ 201,004.13
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 201,004.13
Less Previous Applications for Payment: \$ 191,020.20
SUBTOTAL: \$ 9,983.93

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 9,983.93

Balance to Finish, Including Retainage: \$ 8,995.87

Contract Time Remaining (Substantial): _____ - Working Days

Contract Time Remaining (Full): _____ - Working Days

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

Construction Contractor Approval: Not Applicable

Firm Name

Signature

Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Don Clark, Director of Municipal Utilities

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

Date Printed: 12/20/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 1, 2024	\$ 37,871.38
2	May 6, 2024	\$ 25,164.73
3	June 3, 2024	\$ 27,553.75
4	July 1, 2024	\$ 38,517.93
5	August 5, 2024	\$ 10,381.15
6	September 3, 2024	\$ 21,458.42
7	October 7, 2024	\$ 8,277.84
8	November 4, 2024	\$ 6,367.50
9	December 2, 2024	\$ 15,427.50
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Previous Applications for Payment:

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Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 191,020.20

PROJECT UPDATE**CONTACT INFORMATION:**

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com**DATE:**

December 20, 2024

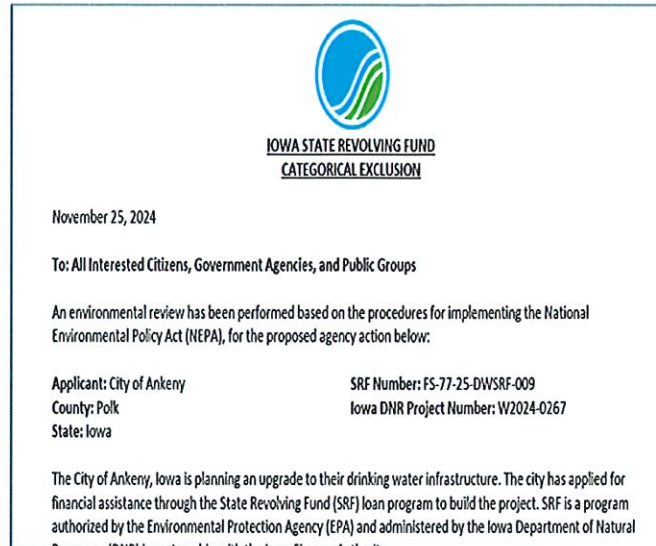
PROJECT NUMBER:

City of Ankeny:

WTM-20-002

MSA:

09085058

**TASK 1: PROJECT SURVEY**

Task 1: 100% Complete

No work was performed during this time period.

TASK 2: PRELIMINARY DESIGN

Task 2: 100% Complete

No work was performed during this period.

TASK 3: FINAL DESIGN

Task 3: 98% Complete

MSA finalized the plans to incorporate any remaining comments and to revise the letting date once we received confirmation from the DNR of the CX and so that the bidding process could move forward. Final plans were prepared to resend to the DNR for permit review after the final comment period closes.

TASK 4: BIDDING

Task 4: 0% Complete

No work has been started on this task at this time.

PROJECT UPDATE

TASK 5: PROJECT ADMINISTRATION

Task 5: 95% Complete

MSA has been coordinating with the City during the DNR review period.

TASK 6: IUP AND ERP PREPARATION

Task 6: 100% Complete

MSA coordinated with the DNR regarding the ERR review and the project has received a CX on 11-25-2024. Therefore no vibration monitoring will be required on the project and no public hearing will be required, only public notices.



INVOICE

A 3% SERVICE FEE WILL BE ADDED TO INVOICES
PAID BY CREDIT CARD. PAST DUE BALANCES
ARE SUBJECT TO AN INTEREST RATE OF 1.5%
PER MONTH.

City of Ankeny IA
410 West First Street
Ankeny, IA 50023

Invoice No: 011917
Invoice Date: 12/20/2024
Invoice Terms: Due upon receipt
Project No: R09085058.00
Project Manager: Nichole Sungren
Client Liaison: Nichole Sungren
Customer Ref:

Email Invoice
From 11/17/2024 To 12/14/2024

R09085058.00 Ankeny IA Walnut Street Water Main

R09085058.00.300 - Final Design

Subtotal Final Design	7,936.25
-----------------------	----------

R09085058.00.500 - Project Administration

Subtotal Project Administration	1,335.18
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R09085058.00.700 - IUP and ERP Preparation

Subtotal IUP and ERP Preparation	712.50
----------------------------------	--------

Total	9,983.93
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Please include the MSA Invoice Number and Project Number with your payment.

ACH Payments:

ach@msa-ps.com

Account Number: 101065930

Routing Number: 075901590

Bank Information: ACH/Wire, Baraboo State Bank, 101 3rd Avenue
Baraboo, WI 53913

Check Payments:

MSA

1230 South Boulevard
Baraboo, WI 53913



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

December 20, 2024

Don Clark, Director of Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Re: SW Walnut Street and SW Ordinance Road Water Main
Project # 09085058

Dear Mr. Clark:

Please find attached the Engineering Invoice #10 for work completed between November 17, 2024 and December 14, 2024. Please refer to the attached Project Update for a summary of the work completed to date. MSA has been coordinating with the DNR regarding the ERR/SHPO review and finalizing the plans for bidding, now that the date can be set.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is fluid and cursive, with the first name "Nichole" and last name "Sungren" clearly legible.

Nichole Sungren, P.E.
Project Manager

nes
Enc.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #22 in the amount of \$8,934.60 to RDG Planning & Design, Inc. for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. RDG - Pymt #22

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.35% 694.3694.4210
82.65% 696.3696.4210
Finance Project # 17.35% 694.4210
82.65% 696.4210
Vendor Project or Invoice #: 58558
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: January 6, 2025
PAYMENT REQUEST # 22
PAYMENT PERIOD: From: November 1, 2024 Through: November 30, 2024

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	179,846.00	
Contract Amount to Date: (line 1 ± 2)	\$	403,216.00	
Total completed and stored to date:	\$	353,004.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	353,004.25	
Less previous applications for payment:	\$	344,069.65	
SUBTOTAL	\$	8,934.60	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,934.60

Balance to finish, including retainage: \$ 50,211.75

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:

RDG Planning & Design, Inc.

Firm Name

Signature

Date

By M. Pierce

November 30, 2024

City of Ankeny Staff Approval:

Signature

Date

Becky Ford

12/16/2024

Submit to: Becky Ford, P.E., CFM - Stormwater & Environmental Manager

E-mail: bford@AnkenyIowa.gov **Phone:** (515) 963-3526 **Fax:** (515) 963-3526



Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Questions: invoicing@rdgusa.com

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

November 30, 2024
Project No: R3005.308.01
Invoice No: 58558

Project R3005.308.01 City of Ankeny - Fourmile Creek Restoration - Amendments
Professional Services through November 30, 2024
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Construction Documents	74,555.00	95.00	70,827.25	70,827.25	0.00
Bidding/Negotiation	10,000.00	0.00	0.00	0.00	0.00
Phase 1 Cultural Resources Survey	29,025.00	100.00	29,025.00	29,025.00	0.00
Floodplain Modeling	29,782.00	100.00	29,782.00	20,847.40	8,934.60
CLOMR and LOMR Documentation Submittal	36,484.00	0.00	0.00	0.00	0.00
Total Fee	179,846.00		129,634.25	120,699.65	8,934.60
Total Fee					8,934.60
Total this Invoice					\$8,934.60



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
4	June 30, 2022	\$ 38,526.75
5	July 31, 2022	\$ 57,348.00
6	August 31, 2022	\$ 7,989.25
7	September 30, 2022	\$ 20,663.25
8	October 31, 2022	\$ 6,887.75
9	November 30, 2022	\$ 20,663.25
10	December 31, 2022	\$ 6,887.75
11	February 28, 2023	\$ 27,551.00
12	March 31, 2023	\$ 10,615.50
13	April 30, 2023	\$ 18,638.75
14	May 31, 2023	\$ 3,727.75
15	February 29, 2024	\$ 3,727.75
16	March 31, 2024	\$ 33,549.75
17	May 31, 2024	\$ 7,455.50
18	July 31, 2024	\$ 29,025.00
19	August 31, 2024	\$ 2,978.20
20	September 30, 2024	\$ 11,912.80
21	October 31, 2024	\$ 5,956.40
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 344,069.65

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 84,555.00
2	August 5, 2024	\$ 95,291.00
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CHANGE ORDER TOTAL = \$ 179,846.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date: _____

Substantial Completion

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

Full Completion

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

December 16, 2024

Becky Ford, PE, CFM
Stormwater & Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023-1564

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

Ms. Ford:

This letter accompanies RDG Invoice #58558 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Coordination with Iowa Department of Natural Resources and U.S. Army Corps of Engineers
3. Coordination with Polk County Public Works regarding construction funding requirements.
4. Refinement of construction document design plans for stream restoration project
5. Design coordination with Houston Engineering and their modeling review
6. Updates of opinions of probable construction cost
7. Preparation of plan sets for Iowa DNR Flood Plain review

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,



Gregory M. Pierce, PE, CPESC
Water Resource Engineer
Project Manager



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #42 in the amount of \$11,140.25 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder & Assoc - Pymt #42

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 1/6/2025 **PAYMENT REQUEST #** 42
PAYMENT PERIOD: From: 08/19/24 through: 12/15/24

Contract Summary

Original Contract Amount:	\$	<u>103,800.00</u>	
Net change by Change Orders: Amd #1/2	\$	<u>598,900.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>702,700.00</u>	
Total completed and stored to date:	\$	<u>597,808.79</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>597,808.79</u>	
Less previous applications for payment:	\$	<u>586,668.54</u>	
SUBTOTAL	\$		<u>11,140.25</u>

OTHER CHARGES (Please attach an itemized list)

Current Payment Due - Division 1 (629.4210)	\$	<u>11,140.25</u>
Current Payment Due - Division 2 (688.4210)		
CURRENT PAYMENT DUE	\$	<u><u>11,140.25</u></u>

Balance to finish, including retainage: \$ 104,891.21

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:

Don Clark

Email:

dclark@ankenyiowa.gov

Phone:

515-963-3529

Fax:

Date Printed: 12/20/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
24	2/23/2023	\$ 5,183.49
25	3/23/2023	\$ 22,707.12
26	4/18/2023	\$ 19,862.85
27	5/25/2023	\$ 26,947.70
28	6/22/2023	\$ 18,611.96
29	7/26/2023	\$ 20,447.16
30	8/24/2023	\$ 7,912.74
31	9/21/2023	\$ 12,205.74
32	10/26/2023	\$ 13,307.82
33	11/22/2023	\$ 8,492.66
34	12/20/2023	\$ 8,489.56
35	1/24/2024	\$ 5,319.77
36	2/21/2024	\$ 9,921.65
37	3/21/2024	\$ 7,080.25
38	4/24/2024	\$ 11,709.52
39	5/23/2024	\$ 10,526.32
40	6/20/2024	\$ 4,821.03
41	8/21/2024	\$ 1,961.49
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TOTAL \$ 586,668.54

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
3	11/21/2022	\$ 255,300.00
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TOTAL		\$ 598,900.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 18, 2024

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

Invoice No: 120.1113.01 - 42

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 December 15, 2024

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	95,183.76	95,183.76	0.00

Design Services Amendment 1

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	82,836.00	82,836.00	0.00

Design Services Amendment 2 (Division 1)

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	138,769.18	138,769.18	0.00

Design Services Amendment 2 (Division 2)

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	20,792.00	20,792.00	0.00

Construction Services Div 1

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	.25	229.00	57.25	
Sr. Engineer	1.75	198.00	346.50	
Total Services	2.00		403.75	403.75
		Phase Subtotal		\$403.75

	Total	Prior	Current
Billings to Date	196,489.75	196,086.00	403.75

Construction Services Div 2

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	42
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Phase Subtotal 0.00

	Total	Prior	Current	
Billings to Date	38,867.10	38,867.10	0.00	
Billing Limits		Current	Prior	To-Date
Total Billings		403.75	572,534.04	572,937.79
Limit				649,900.00
Remaining				76,962.21
			Total this Project	\$403.75

	Current	Prior	Total
Billings to Date	403.75	572,534.04	572,937.79

Project	120.1113.01B	HTT Transmission Main Trail Repair
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Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	29.00	216.00	6,264.00	
Engineer VI	9.75	178.00	1,735.50	
Engineer IV	12.00	153.00	1,836.00	
Lead Technician	3.50	150.00	525.00	
Technician VIII	1.00	134.00	134.00	
Total Services	55.25		10,494.50	10,494.50

Plan Distribution			242.00	
Total Expenses			242.00	242.00

	Current	Prior	To-Date
Billing Limits			
Total Billings	10,736.50	14,134.50	24,871.00
Limit			52,800.00
Remaining			27,929.00
		Total this Project	\$10,736.50

	Current	Prior	Total
Billings to Date	10,736.50	14,134.50	24,871.00

Amount Due this Invoice \$11,140.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand

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



December 19, 2024

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 42
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the forty-second progress report for the above referenced project and covers work through December 15, 2024. Work performed during this period primarily includes tasks associated with the HTT Trail Repair supplemental work, including final construction documents, permitting and SRF funding assistance, and bid assistance. This invoice of \$11,140.25 represents the completion of about 83% of the \$702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the January 6, 2025, 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

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #41 in the amount of \$14,924.80 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder - Pymt #41

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 1/6/2025 **PAYMENT REQUEST #** 41
PAYMENT PERIOD: From: 11/18/24 through: 12/15/24

Contract Summary

Original Contract Amount:	\$	<u>250,000.00</u>	
Net change by Change Orders: Amd #1&2	\$	<u>1,227,290.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>1,477,290.00</u>	
Total completed and stored to date:	\$	<u>1,413,299.16</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>1,413,299.16</u>	
Less previous applications for payment:	\$	<u>1,398,374.36</u>	
SUBTOTAL	\$		<u>14,924.80</u>

CURRENT PAYMENT DUE

Balance to finish, including retainage: \$ 63,990.84

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: Adam Lust
Email: alust@ankenyiowa.gov **Phone:** 515-963-3537 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
22	5/24/2023	\$ 30,346.26
23	6/21/2023	\$ 32,070.31
24	7/26/2023	\$ 35,473.32
25	8/23/2023	\$ 42,028.17
26	9/20/2023	\$ 31,342.35
27	10/25/2023	\$ 61,524.42
28	11/21/2023	\$ 26,456.79
29	12/20/2023	\$ 13,498.93
30	1/24/2024	\$ 8,450.07
31	2/21/2024	\$ 12,592.88
32	3/20/2024	\$ 9,356.80
33	4/24/2024	\$ 22,353.93
34	5/22/2024	\$ 20,911.89
35	6/19/2024	\$ 33,140.41
36	7/24/2024	\$ 37,751.88
37	8/21/2024	\$ 47,620.33
38	9/25/2024	\$ 63,193.98
39	10/23/2024	\$ 43,115.20
40	11/20/2024	\$ 31,321.34
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TOTAL \$ 1,398,374.36

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
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TOTAL		\$ <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



December 19, 2024

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 41
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the forty-first progress report for the above referenced project and covers work through December 15, 2024. Construction services performed through this period includes construction administration, observation, monument preservation survey, record drawings, and general correspondence with City staff and Contractor.

The Contractor has completed the majority of the construction items on this project and is currently working on completing the punch list items. The routing and sealing by the bridge approach was completed this week. The most significant punch list items remaining are addressing the settling that has recently occurred in the bio-cells and touching up seeding areas. The bio-cell intakes and seeding and mulching around these will be completed in the Spring.

Currently, our staff is working to ready documentation for the Iowa DOT audit in the Spring, monument preservation survey, and record drawings.

The roadway was opened to traffic on October 5, 2024. 120 of the 120 working days have been charged to the project. Approximately 99% of the construction contract value has been completed. We have invoiced approximately 90% of our construction services through this period.

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 January 6, 2025, 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

December 19, 2024

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

Invoice No: 121.0695.01 - 41

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 December 15, 2024

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	643,289.67	643,289.67
Limit			643,290.00
Remaining			.33
Phase Subtotal			0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	122,200.00	122,200.00
Limit			122,200.00
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer I	4.50	230.00	1,035.00
Land Surveyor VIII	4.50	192.00	864.00
Engineer VIII	7.00	192.00	1,344.00
Project Manager VII	2.00	182.00	364.00
Engineer II	41.25	123.00	5,073.75
Technician VIII	23.25	130.00	3,022.50
Technician VII	9.50	120.00	1,140.00
Technician II	107.50	73.00	7,847.50
Administrative II	1.00	75.00	75.00
Total Services	200.50		20,765.75
Total Services			20,765.75

Construction Materials Testing (CMT)

12/6/2024	Construction Materials Testing Cylinder and beam breaks (CMT)	1,335.00
Total Consultants		1,335.00

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	121.0695.01	Ank-NE Delaware Ave Recon NE 5th St to NE 18th St	Invoice	41
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Employee Mileage	25.46	
Total Expenses		25.46

Fleet Mileage		36.18
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Additional Fees		
Mid Am Credit	-7,237.59	
Total Additional Fees		-7,237.59

Billing Limits	Current	Prior	To-Date
Total Billings	14,924.80	632,884.69	647,809.49
Limit			711,800.00
Remaining			63,990.51
		Phase Subtotal	\$14,924.80

Amount Due this Invoice	<u>\$14,924.80</u>
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	Total	Prior	Current
Billings to Date	1,413,299.16	1,398,374.36	14,924.80

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #19 in the amount of \$37,404.25 to Snyder & Associates Inc., for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder & Assoc - Pymt #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Improvements SE Peterson Dr to 1st St
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 886.3886.4210 Finance Project #: 886.4210
Vendor Project #: 123.0680.01 Purchase Order #:
Original Contract Date: May 15, 2023 Vendor Account #: 990

Date of Council Meeting: January 6, 2025 Payment Application #: 19
Payment Period: From: November 18, 2024 Through: December 15, 2024

Contract Summary:

Original Contract Amount:	\$	497,700.00	
Net Change by Change Orders:	\$	378,200.00	
Contract Amount to Date: (line 1 ± 2)	\$	875,900.00	
Total Completed and Stored to Date:	\$	822,716.38	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	822,716.38	
Less Previous Applications for Payment:	\$	785,312.13	
SUBTOTAL:	\$	37,404.25	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 37,404.25

Balance to Finish, Including Retainage: \$ 53,183.62

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Firm Name

Snyder & Associates, Inc

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Adam Lust

E-mail:

alust@ankenyiowa.gov

Phone Number:

515-963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 25, 2023	\$ 24,744.83
2	June 21, 2023	\$ 25,064.30
3	July 26, 2023	\$ 58,569.75
4	August 24, 2023	\$ 47,192.42
5	September 21, 2023	\$ 49,460.12
6	October 26, 2023	\$ 60,080.29
7	November 22, 2023	\$ 35,944.74
8	December 19, 2023	\$ 31,836.75
9	January 24, 2024	\$ 63,574.18
10	February 22, 2024	\$ 76,620.64
11	March 21, 2024	\$ 24,609.32
12	May 23, 2024	\$ 100,942.19
13	June 20, 2024	\$ 19,329.30
14	July 25, 2024	\$ 26,859.50
15	August 22, 2024	\$ 40,822.00
16	September 25, 2024	\$ 56,618.30
17	October 24, 2024	\$ 26,007.50
18	November 20, 2024	\$ 17,236.00
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
1	May 6, 2024	\$ 378,200.00
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CHANGE ORDER TOTAL = \$ 378,200.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 785,312.13



December 19, 2024

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO
1ST STREET
PROGRESS REPORT NO. 19
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the nineteenth progress report for the above referenced project and covers services through December 15, 2024. Work through this period includes addressing City comments and revisions to D5 (ROW design) plans, coordination with the Iowa DOT ROW design team, final design and plan preparation, preparation of progress set submittal, TSIP estimate, and project management tasks. Work anticipated in the next month includes coordination with the Iowa DOT ROW design team, submittal of progress plans to the City, final design tasks, and project management tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the January 6, 2025, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



INVOICE FOR PROFESSIONAL SERVICES

December 19, 2024

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

Invoice No: 123.0680.01 - 19

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

Project 123.0680.01 South Ankeny Blvd Improvements SE Peterson Dr to 1st ST

Professional Services through December 15, 2024

Prelim Services

Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	1.50	210.00	315.00	
Engineer IV	2.00	149.00	298.00	
Engineer II	4.75	123.00	584.25	
Technician VII	1.25	120.00	150.00	
Total Services	9.50		1,347.25	1,347.25
Phase Subtotal				\$1,347.25

Basic Services

Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	27.50	210.00	5,775.00	
Engineer IV	49.75	149.00	7,412.75	
Engineer II	77.75	123.00	9,563.25	
Technician VIII	78.00	130.00	10,140.00	
Technician V	7.00	98.00	686.00	
Technician III	31.00	80.00	2,480.00	
Total Services	271.00		36,057.00	36,057.00
Phase Subtotal				\$36,057.00

Additional Services

Phase Subtotal 0.00

Billing Limits

	Current	Prior	To-Date
Total Billings	37,404.25	785,312.13	822,716.38
Limit			875,900.00
Remaining			53,183.62

Amount Due this Invoice \$37,404.25

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd | Ankeny, IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	123.0680.01	Ank-SAnkBlvdImprovSEPetersonDrto1stST	Invoice	19
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve the January 6, 2025 Accounts Payable.

ORIGINATING DEPARTMENT

City Clerk

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

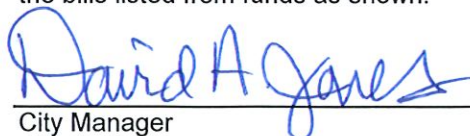
1. AP Recap
2. AP Check Report - 4864

**CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JANUARY 6, 2025**

Fund		PAYMENTS
100	General Fund	\$ 231,428.65
220	Fire Gift Fund	1,464.66
233	Hotel Motel Tax Fund	3,000.00
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	91,767.19
270	Seizure Fund	6,950.00
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	120.00
300	Debt Service Fund	1,550.00
430	Library Foundation Fund	653.53
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	36,808.10
510	Water Fund	897,834.85
520	Water Improvement Fund	-
530	Water Sinking Fund	550.00
550	Sewer Fund	17,359.57
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	2,916.24
590	Golf Course Fund	7,167.97
600-699	Enterprise Project Funds	352,549.22
710	Revolving Fund	37,110.07
720	Risk Management Fund	28,668.47
730	Health Insurance Fund	8,842.58
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-880,890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
882-998	Capital Projects Funds	1,768,057.46
Sub Total		\$ 3,494,798.56
Payroll Totals		3,489,670.35
Service Transfers/ACH Drafts		(436,891.47)
Agenda Payments Approved Separately		(2,077,833.04)
Grand Total		<u>\$ 4,469,744.40</u>

Honorable Mayor & City Council:

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


City Manager


Date

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE:12/19/2024 THRU 1/08/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
C-CHECK	VOID CHECK	V	1/06/2025			250457		

* * T O T A L S * *		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		0	0.00		0.00	0.00
HAND CHECKS:		0	0.00		0.00	0.00
DRAFTS:		0	0.00		0.00	0.00
EFT:		0	0.00		0.00	0.00
NON CHECKS:		0	0.00		0.00	0.00
VOID CHECKS:	1 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: TOTALS:	1	0.00		0.00	0.00
BANK:	TOTALS:	1	0.00		0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:12/19/2024 THRU 1/08/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002736	3M COMPANY							
I-9431503431	CONE SHEETING - MU	R	1/06/2025	402.19		250383		402.19
	*** VENDOR TOTALS ***					1 CHECKS		402.19
001310	ALAN W ABBOTT							
I-12.12.24	MEDICAL OUT OF POCKET RMBSMNT	R	1/06/2025	120.00		250384		120.00
	*** VENDOR TOTALS ***					1 CHECKS		120.00
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-PAY 13-ORLBR TRL	PAY 13-ORLBR TRL/STATE UNDRPSS	R	1/06/2025	812,482.10		250385		812,482.10
	*** VENDOR TOTALS ***					1 CHECKS		812,482.10
003881	ACADEMY ROOFING & SHEET							
I-28938	ROOF REPAIRS - FS#2	R	1/06/2025	534.15		250386		534.15
	*** VENDOR TOTALS ***					1 CHECKS		534.15
000003	ACCO UNLIMITED CORP							
I-0247893-IN	2 POOL CONTROLLER REBUILD	R	1/06/2025	1,549.97		250387		
I-0248293-IN	UV LAMPS -PKS	R	1/06/2025	392.59		250387		1,942.56
	*** VENDOR TOTALS ***					1 CHECKS		1,942.56
000164	G & S HARDWARE INC							
I-210584/2	OIL FOR SNOW BLOWER - PKS	R	1/06/2025	17.98		250388		
I-210615/2	WATER SUPPLIES - MU	R	1/06/2025	45.94		250388		
I-210627/2	CHAIN SAW PARTS-PKS	R	1/06/2025	73.98		250388		
I-210666/2	SAW FILE/CHAINSAW/HEXA-PKS	R	1/06/2025	80.93		250388		218.83
	*** VENDOR TOTALS ***					1 CHECKS		218.83
000974	ACME TOOLS							
I-13737795	HAMMER - CG	R	1/06/2025	124.99		250389		124.99
	*** VENDOR TOTALS ***					1 CHECKS		124.99
000226	AIRGAS NORTH CENTRAL INC							
I-5512235279	CYLINDER RENTALS - CG	R	1/06/2025	67.20		250390		
I-5512235628	CYLINDER RENTALS - MU	R	1/06/2025	4.80		250390		
I-9156432300	OXYGEN - FD	R	1/06/2025	36.62		250390		108.62
	*** VENDOR TOTALS ***					1 CHECKS		108.62
009981	ALL CITY MANAGEMENT SERVICES,							
I-97438	11/17/24-11/30/24 CROSSING GRD	E	1/08/2025	4,824.03		010988		4,824.03
	*** VENDOR TOTALS ***					1 CHECKS		4,824.03
003513	ALL PRO SERVICENTER							
I-0045782	UNIT #87 REPAIRS	R	1/06/2025	149.62		250391		149.62
	*** VENDOR TOTALS ***					1 CHECKS		149.62

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 12/19/2024 THRU 1/08/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009262	AMAZON CAPITAL SERVICES INC							
I-116L-RYM3-X4P6	GARBAGE LINERS/EXAM GLOVES-PD	E	1/08/2025	149.39		010984		
I-13JP-M61P-4DJ1	STICK TRANSFER PUMP-PRSC	E	1/08/2025	199.00		010984		
I-13WT-J1TG-6CJ3	MISC BOOKS - KL	E	1/08/2025	371.53		010984		
I-147V-9WN9-F7GG	INKJET LABLES - KL	E	1/08/2025	13.98		010984		
I-147V-9WN9-FTMD	MISC BOOKS-KL	E	1/08/2025	218.37		010984		
I-179T-XJ46-4DYM	BADGE HOLDER - PSB	E	1/08/2025	3.99		010984		
I-17FT-HDFJ-1HR7	LAMINATOR /POWER CORD-ACC	E	1/08/2025	54.98		010984		
I-17FT-HDFJ-PF4C	MISC BOOKS -KL	E	1/08/2025	494.73		010984		
I-1911-1CGX-346J	PRESSURE ATOMIZER - PRSC	E	1/08/2025	27.00		010984		
I-1HFG-74NF-FQVJ	EARBUDS - KL	E	1/08/2025	57.95		010984		
I-1HFG-Y4NF-XQX4	STICKERS - KL	E	1/08/2025	98.89		010984		
I-1HLV-1F3D-93TV	GIFT CARD SLEEVES - OC PRO	E	1/08/2025	27.98		010984		
I-1K6X-3PNF-MLXF	MULTIMEDIA - KL	E	1/08/2025	13.26		010984		
I-1KVR-9DGC-LQQ3	BALLOON PUMP - KL	E	1/08/2025	13.49		010984		
I-1L4X-NQCR-K7H4	MULTIMEDIA - KL	E	1/08/2025	49.92		010984		
I-1LFI-T9KJ-1RYR	TABLET/CASE - IT	E	1/08/2025	193.98		010984		
I-1LQL-W7VF-X3VV	SNAP HOOKS - KL	E	1/08/2025	11.04		010984		
I-1MGT-6CHG-DVKQ	MULTIMEDIA - KL	E	1/08/2025	205.01		010984		
I-1MKD-74G4-J6V4	REMOTE / HANGING STRIPS-ACC	E	1/08/2025	115.00		010984		
I-1MPR-LLV4-CGFD	MULTIMEDIA - KL	E	1/08/2025	59.88		010984		
I-1N4Q-9F9L-9HX4	WORK GLOVES - PW	E	1/08/2025	126.71		010984		
I-1PNP-XRVJ-3YTX	CLIPBOARDS/BINDERS - AC	E	1/08/2025	44.10		010984		
I-1RKG-N6L7-3NTT	WIRELESS MOUSE - CITY MANAGER	E	1/08/2025	8.07		010984		
I-1TDV-1YP1-PP67	FLASH DRIVE/ENVELOPE SEALER-PD	E	1/08/2025	141.11		010984		
I-1VPQ-DDMD-WG1L	CALENDARS - PSB	E	1/08/2025	41.80		010984		
I-1W7M-MK4N-1FP1	LEDS - PRSC	E	1/08/2025	71.98		010984		
I-1WX9-R3NK-D9H3	BLACK CHAIN LINK-PRSC	E	1/08/2025	29.99		010984		
I-1XQH-WQPM-1VV9	MRKR/CBL/MOUSE/DOCK-IT	E	1/08/2025	125.37		010984		
I-1XTH-3YVH-MLXC	PIPE CRIMPING TOOL - PKS	E	1/08/2025	949.99		010984		
I-1Y7F-YQ1L-FHLY	MISC BOOKS - KL	E	1/08/2025	34.47		010984		3,952.96
*** VENDOR TOTALS ***						1 CHECKS		3,952.96
012254	AM ACQUISITIONS INC							
I-0038309	MAGNET NAME PLATE - KL	E	1/08/2025	34.30		011004		
I-0038318	WINDOW CLINGS - KL	E	1/08/2025	23.00		011004		
I-0038406	NAMEPLATE - MAYOR	E	1/08/2025	23.00		011004		80.30
*** VENDOR TOTALS ***						1 CHECKS		80.30
000045	ANKENY BUSINESS & INDUSTRY COL							
I-4148	FY25 ABIC MEMBERSHIP	E	1/08/2025	2,500.00		010941		2,500.00
*** VENDOR TOTALS ***						1 CHECKS		2,500.00

VENDOR SET: 01 City of Ankeny
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DATE RANGE:12/19/2024 THRU 1/08/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000043	ANKENY COMMUNITY SCHOOLS							
I-FY25 #7 JAN GYM	JANUARY GYM USE PAYMENT	R	1/06/2025	5,700.00		250392		5,700.00
	*** VENDOR TOTALS ***					1 CHECKS		5,700.00
011996	ANKENY HARDWARE STORE LLC							
I-1156247	HILLMAN - PRSC	E	1/08/2025	9.68		010999		
I-1156538	FORKLIFT TANK REFILL - PW	E	1/08/2025	29.10		010999		
I-1156588	CHAIN -PKS	E	1/08/2025	19.99		010999		
I-1156719	PAINT HARDENER - PRSC	E	1/08/2025	44.90		010999		
I-1157333	EPOXY - PKS	E	1/08/2025	6.99		010999		
I-1157370	PROPANE REFILL - MU	E	1/08/2025	18.87		010999		
I-1157583	SPRAY PAINT - OCM	E	1/08/2025	4.75		010999		
I-1157602	HILLMAN - PKS	E	1/08/2025	51.05		010999		
I-1157604	BORING - PRAC CONCESSIONS	E	1/08/2025	8.59		010999		
I-1158155	SPARK PLUG - PRSC	E	1/08/2025	13.47		010999		
I-1158181	METAL - PRAC CONCESSION	E	1/08/2025	16.99		010999		
I-1158279	COUPLING - PKS	E	1/08/2025	4.19		010999		228.57
	*** VENDOR TOTALS ***					1 CHECKS		228.57
003319	MIDWEST SOLID WASTE							
I-1890128	11/2024 LEAF COLLECTION DAYS	R	1/06/2025	31,926.55		250393		
I-1890129	11/2024 LEAF COLLECTION DAYS	R	1/06/2025	4,881.55		250393		36,808.10
	*** VENDOR TOTALS ***					1 CHECKS		36,808.10
000057	ARNOLD MOTOR SUPPLY							
C-15CR016603	CR: UNIT #661 CORE RETURN	R	1/06/2025	24.00CR		250394		
I-15NV196630	STOCK PARTS - CG	R	1/06/2025	209.14		250394		
I-15NV196909	UNIT #228 PARTS	R	1/06/2025	14.46		250394		
I-15NV197162	UNIT #661 PARTS	R	1/06/2025	122.13		250394		
I-15NV197205	CUTOFF WHL - PKS	R	1/06/2025	13.96		250394		
I-15NV197365	BRAKE CLEANER - CG	R	1/06/2025	95.76		250394		
I-15NV197429	UNIT #647 PARTS	R	1/06/2025	336.66		250394		
I-15NV197460	TRX BIT ST - OCM	R	1/06/2025	24.99		250394		
I-15NV197554	SPARK PLUG - PRSC	R	1/06/2025	9.90		250394		
I-15NV197773	SPARK PLUGS - PRSC	R	1/06/2025	21.68		250394		
I-15NV197864	SWEEP COMPOUND-PKS	R	1/06/2025	22.99		250394		847.67
	*** VENDOR TOTALS ***					1 CHECKS		847.67
012092	ASCENDANCE TRUCKS LLC							
C-XA301018307:01	CR: UNIT #277 PARTS	R	1/06/2025	54.60CR		250395		
I-XA301018302:01	UNIT #299 PARTS	R	1/06/2025	213.64		250395		159.04
	*** VENDOR TOTALS ***					1 CHECKS		159.04

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008024	AUREON COMMUNICATIONS LLC							
I-20291152	12/01/24-12/31/24 STATEMENT	E	1/08/2025	1,810.41		010979		1,810.41
	*** VENDOR TOTALS ***					1 CHECKS		1,810.41
006249	AUTO ZONE PARTS INC							
I-03945045032	MIRROR - CG	R	1/06/2025	13.49		250396		
I-03945048281	GREASE - CG	R	1/06/2025	100.92		250396		114.41
	*** VENDOR TOTALS ***					1 CHECKS		114.41
007234	AUTOMATED LOGIC CONTRACTING SE							
I-548089	QUARTERLY BILLING-JAN-MAR 2025	R	1/06/2025	842.50		250397		842.50
	*** VENDOR TOTALS ***					1 CHECKS		842.50
008057	BACKFLOW SOLUTIONS INC							
I-9766	ANNUAL BSI SUBSCRIPTION	R	1/06/2025	495.00		250398		495.00
	*** VENDOR TOTALS ***					1 CHECKS		495.00
000067	BAKER & TAYLOR INC							
I-2038745722	MISC BOOKS KL	E	1/08/2025	792.55		010942		
I-2038754241	MISC BOOKS - KL	E	1/08/2025	513.94		010942		
I-2038759047	MISC BOOKS - KL	E	1/08/2025	933.20		010942		2,239.69
	*** VENDOR TOTALS ***					1 CHECKS		2,239.69
001291	BOB BASH							
I-10/24-12/24FITNESS	10/24-12/24 FITNESS	E	1/08/2025	54.00		010957		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
007073	BIOBAG AMERICAS INC							
I-INV509219	DOG WASTE BAGS- PKS	R	1/06/2025	1,386.00		250399		1,386.00
	*** VENDOR TOTALS ***					1 CHECKS		1,386.00
005950	BLACKSTONE AUDIO INC							
I-2181469	MULTIMEDIA/SHELF SVCS - KL	R	1/06/2025	29.94		250400		29.94
	*** VENDOR TOTALS ***					1 CHECKS		29.94
012149	BLUE MARBLE ENVIRONMENTAL LLC							
I-5089	REMOVE SILT FENCE	E	1/08/2025	1,335.00		011002		1,335.00
	*** VENDOR TOTALS ***					1 CHECKS		1,335.00
007515	EFFLUENT INC							
I-I10997	12/1/24-12/31/24 RENTALS PKS	R	1/06/2025	135.00		250401		135.00
	*** VENDOR TOTALS ***					1 CHECKS		135.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008100	BOMGAARS SUPPLY INC							
I-65313872	BUCKETS - MU	R	1/06/2025	53.95		250402		
I-65315940	BOOTS - T. HAMMOND	R	1/06/2025	129.99		250402		
I-65320206	CLEVIS-OCM	R	1/06/2025	36.97		250402		220.91
	*** VENDOR TOTALS ***					1 CHECKS		220.91
009487	BOOT BARN INC							
I-INV00431814	BOOTS - K. BRYANT	E	1/08/2025	140.00		010987		
I-INV00431815	JACKET - MU	E	1/08/2025	98.99		010987		
I-INV00431816	BOOTS - C. MOORE	E	1/08/2025	140.00		010987		
I-INV00431817	JACKET - MU	E	1/08/2025	161.99		010987		
I-INV00431818	BOOTS -KAUFMAN	E	1/08/2025	140.00		010987		680.98
	*** VENDOR TOTALS ***					1 CHECKS		680.98
009721	ABIGAIL BORING							
I-12/19/2024VB	12/19/24 VOLLEYBALL REFUND	R	1/06/2025	262.00		250403		262.00
	*** VENDOR TOTALS ***					1 CHECKS		262.00
005174	BOUND TREE MEDICAL LLC							
I-85583895	EMS SUPPLIES	R	1/06/2025	601.14		250404		
I-85585672	EMS SUPPLIES	R	1/06/2025	323.20		250404		
I-85587502	EMS SUPPLIES	R	1/06/2025	268.63		250404		
I-85589126	OXYGEN PACK - FD	R	1/06/2025	232.00		250404		1,424.97
	*** VENDOR TOTALS ***					1 CHECKS		1,424.97
000127	BRICK GENTRY PC							
I-434758	11/25/2024 STATEMENT 224.008	R	1/06/2025	450.00		250405		
I-434759	11/25/24 STATEMENT 224.091	R	1/06/2025	935.00		250405		
I-434760	11/25/2024 STATEMENT 224.001	R	1/06/2025	2,220.00		250405		
I-434763	11/25/24 STATEMENT 224.003	R	1/06/2025	935.00		250405		
I-434764	11/25/2024 STATEMENT 224.004	R	1/06/2025	645.00		250405		
I-434965	11/25/2024 STATEMENT 224.011	R	1/06/2025	975.00		250405		6,160.00
	*** VENDOR TOTALS ***					1 CHECKS		6,160.00
001757	BROWNELLS INC							
I-2024411740717	WEAPON SUPPLIES - PD	R	1/06/2025	107.26		250406		107.26
	*** VENDOR TOTALS ***					1 CHECKS		107.26
008738	BULB GUY LIGHTING							
I-22269	MISC BULBS - CH	E	1/08/2025	965.55		010981		
I-22659	MISC BULBS - PD	E	1/08/2025	420.83		010981		1,386.38
	*** VENDOR TOTALS ***					1 CHECKS		1,386.38

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002167	BUSINESS PUBLICATIONS CORP							
I-2024-349619	BPC AD FOR ECONOMIC DEV	R	1/06/2025	1,750.00		250407		1,750.00
	*** VENDOR TOTALS ***					1 CHECKS		1,750.00
004126	CALHOUN-BURNS AND							
I-115295-4	2024 BRIDGE INSPECTION	R	1/06/2025	1,218.00		250408		1,218.00
	*** VENDOR TOTALS ***					1 CHECKS		1,218.00
011669	CAMPBELL SUPPLY CO INC							
I-INV-00567712	BAND SAW - FD	R	1/06/2025	342.95		250409		342.95
	*** VENDOR TOTALS ***					1 CHECKS		342.95
000453	CARQUEST AUTO PARTS							
I-2330-854876	UNIT #224 PARTS	R	1/06/2025	70.87		250410		70.87
	*** VENDOR TOTALS ***					1 CHECKS		70.87
011409	CENTRAL MCGOWAN INC							
I-0000346374	BEVERAGES FOR RESALE-OC	E	1/08/2025	33.00		010992		33.00
	*** VENDOR TOTALS ***					1 CHECKS		33.00
003072	QWEST CORPORATION							
I-12/04/2024	12/2024 STATEMENT - TRAFFIC	R	1/06/2025	100.89		250411		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
010049	CINTAS CORPORATION							
I-5241737107	FIRST AID SUPPLIES-WASTEWATER	R	1/06/2025	29.15		250412		29.15
	*** VENDOR TOTALS ***					1 CHECKS		29.15
011576	CINTAS CORPORATION							
I-4209788218	10/29/24 SVCS - WATER	R	1/06/2025	210.14		250413		
I-4213960971	12/09/24 SVCS - WASTEWATER	R	1/06/2025	159.80		250413		
I-4214203403	UNIFORMS - OCM	R	1/06/2025	49.07		250413		
I-4214207255	MAT/UNIFORM RENTAL - PK MNT	R	1/06/2025	126.09		250413		
I-4214699057	12/16/24 SVCS - WASTEWATER	R	1/06/2025	159.80		250413		
I-4214701564	MAT RENTAL - ACC	R	1/06/2025	31.50		250413		
I-4214911336	MAT/UNIFORMS - OCM	R	1/06/2025	133.26		250413		
I-4214917505	12/17/24 SVCS - WATER	R	1/06/2025	213.37		250413		
I-4214917571	MAT RENTAL - LAKESIDE	R	1/06/2025	27.46		250413		
I-4214917796	MAT/UNIFORM RENTAL-PKS MNT	R	1/06/2025	126.09		250413		
I-4215509961	MICROFIBER WIPE - ACC	R	1/06/2025	31.50		250413		
I-4215741995	MATS/UNIFORMS - PKS	R	1/06/2025	126.09		250413		
I-4216172347	SUPPLY RENTALS - ACC	R	1/06/2025	31.50		250413		1,425.67
	*** VENDOR TOTALS ***					1 CHECKS		1,425.67

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002407	CIVIL DESIGN ADVANTAGE LLC							
I-47339 #19	PAY 19-NW36TH/WEIGEL HMA	E	1/08/2025	942.50		010962		942.50
	*** VENDOR TOTALS ***					1 CHECKS		942.50
009761	CLEAR BROOK COUNSELING PROFESS							
I-10/02/2024	FIRE COUNSELING SVCS	R	1/06/2025	100.00		250414		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
002559	CONSUMERS ENERGY							
I-11/01/24-12/01/24	12/10/24 STATEMENT	E	1/08/2025	2,756.76		010963		2,756.76
	*** VENDOR TOTALS ***					1 CHECKS		2,756.76
009121	CONTRACTOR SOLUTIONS							
I-1-560556	GAS MONITOR	R	1/06/2025	835.00		250415		
I-1-560707	GAS MONITORS	R	1/06/2025	2,505.00		250415		3,340.00
	*** VENDOR TOTALS ***					1 CHECKS		3,340.00
009380	COSTAR REALTY INFORMATION INC							
I-121547652	COSTAR ANNUAL SUBSCRIPTIO	R	1/06/2025	1,488.51		250416		1,488.51
	*** VENDOR TOTALS ***					1 CHECKS		1,488.51
009427	AMY DAWSON							
I-12/2024 FITNESS	12/2024 FITNESS	E	1/08/2025	63.59		011007		
I-12/2024 MILEAGE	12/2024 MILEAGE	E	1/08/2025	8.51		011007		72.10
	*** VENDOR TOTALS ***					1 CHECKS		72.10
007845	DEER CREEK ANKENY INC							
I-RES#2024-475	WTR MN/SAN UPSZG-DEER CRK P13	R	1/06/2025	37,125.00		250417		37,125.00
	*** VENDOR TOTALS ***					1 CHECKS		37,125.00
003099	DELL MARKETING L P							
I-10791747253	DELL HARDWARE	R	1/06/2025	6,328.04		250418		6,328.04
	*** VENDOR TOTALS ***					1 CHECKS		6,328.04
009259	DENNIS SUPPLY COMPANY							
I-DM0002059810-001	BLOWER/CAPACITOR- MU	R	1/06/2025	137.55		250419		137.55
	*** VENDOR TOTALS ***					1 CHECKS		137.55
008816	DEPARTMENT OF VETERANS AFFAIRS							
I-AFD38933	OVERPAYMENT REFUND - FD	R	1/06/2025	120.27		250420		120.27
	*** VENDOR TOTALS ***					1 CHECKS		120.27
000758	DES MOINES IRON & SUPPLY CO							
I-1904690929	SHEET 11 GA - OCM	R	1/06/2025	148.58		250421		
I-1904691140	SNOW PLOW EDGE - PKS	R	1/06/2025	173.98		250421		322.56
	*** VENDOR TOTALS ***					1 CHECKS		322.56

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000700	DES MOINES STAMP MFG CO							
I-1242102	PUREMARK 60 - ACC	E	1/08/2025	53.00		010954		53.00
	*** VENDOR TOTALS ***					1 CHECKS		53.00
000160	DES MOINES WATER WORKS							
I-000156 11/27/24	11/27/2024 STATEMENT	R	1/06/2025	36,246.40		250422		
I-005039 11/26/24	11/26/2024 STATEMENT	R	1/06/2025	164,514.56		250422		
I-005040 11/26/24	11/26/2024 STATEMENT	R	1/06/2025	178,084.82		250422		
I-084542 11/26/24	11/26/2024 STATEMENT	R	1/06/2025	75.00		250422		
I-084793 11/26/24	11/26/2024 STATEMENT	R	1/06/2025	154,236.13		250422		
I-099890 11/26/24	11/26/2024 STATEMENT	R	1/06/2025	182,057.91		250422		
I-101656 11/26/24	11/26/2024 STATEMENT	R	1/06/2025	153,255.92		250422		868,470.74
	*** VENDOR TOTALS ***					1 CHECKS		868,470.74
001327	GL ANKENY LLC							
C-CM163224 DOW	CR: UNIT #304 PARTS	R	1/06/2025	74.06CR		250423		
I-163224 DOW	UNIT #304 PARTS	R	1/06/2025	74.06		250423		
I-163231 DOW	UNIT #304 PARTS	R	1/06/2025	352.80		250423		352.80
	*** VENDOR TOTALS ***					1 CHECKS		352.80
000161	DEWEY FORD INC							
I-632383 FOW	UNIT #87 PARTS	R	1/06/2025	103.31		250424		
I-632412 FOW	UNIT #87 PARTS	R	1/06/2025	7.25		250424		
I-632524 FOW	UNIT #87 PARTS	R	1/06/2025	69.57		250424		180.13
	*** VENDOR TOTALS ***					1 CHECKS		180.13
007185	DEZURIK INC							
I-INV131566	CHECK VALVE PARTS	R	1/06/2025	7,987.76		250425		7,987.76
	*** VENDOR TOTALS ***					1 CHECKS		7,987.76
002143	DOORS INC							
I-355380	DOOR HANDLE - PKS	E	1/08/2025	353.98		010959		353.98
	*** VENDOR TOTALS ***					1 CHECKS		353.98
010726	PAUL A DRAKE							
I-4396	NAME PLATE - ENG	E	1/08/2025	10.00		010989		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00
006716	TELVENT DTN LLC							
I-210-00116419	1/1/25-3/31/25 COMMANDER	E	1/08/2025	1,653.75		010976		1,653.75
	*** VENDOR TOTALS ***					1 CHECKS		1,653.75
004995	ECHO GROUP INC							
I-S010937786.001	STREETLIGHT FUSES - TRAFFIC	E	1/08/2025	750.60		010970		
I-S010957983.001	FAN HEATER - MU	E	1/08/2025	586.47		010970		1,337.07
	*** VENDOR TOTALS ***					1 CHECKS		1,337.07

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000628	EIDE BAILLY LLP							
I-EI01786604	FINAL - AUDIT FY24	E	1/08/2025	19,700.00		010952		19,700.00
	*** VENDOR TOTALS ***					1 CHECKS		19,700.00
005340	ELDER CORPORATION							
I-PAY 16-DEL/5TH/4MC	PAY 16-DEL RECON 5TH/4MCRK	R	1/06/2025	713,958.12		250426		713,958.12
	*** VENDOR TOTALS ***					1 CHECKS		713,958.12
000186	ELECTRONIC ENGINEERING							
I-109016180-1	GPS EQUIPMENT	E	1/08/2025	2,973.41		010943		
I-80075419, 80075282	01/2025 STATEMENT - PARK MAINT	E	1/08/2025	296.50		010943		
I-80075420, 80075283	01/2025 STATEMENT - PW	E	1/08/2025	930.00		010943		
I-80075421, 80075284	01/2025 STATEMENT-MU	E	1/08/2025	472.50		010943		
I-80075422	01/2025 STATEMENT-ENGINEERING	E	1/08/2025	26.50		010943		4,698.91
	*** VENDOR TOTALS ***					1 CHECKS		4,698.91
005478	EXCEL MECHANICAL COMPANY INC							
I-177518	SEMI ANNUAL INSPECTION -CH	E	1/08/2025	945.50		010972		
I-177519	SEMI ANNUAL INSPECTION - PSB	E	1/08/2025	1,681.00		010972		
I-177520	SEMI ANNUAL INSPECTION PKS MNT	E	1/08/2025	420.00		010972		
I-177521	SEMI ANNUAL INSPECTION-LAKESDE	E	1/08/2025	420.00		010972		
I-177522	SEMI ANNUAL INSPECTION - HWKY	E	1/08/2025	210.00		010972		
I-177523	SEMI ANNUAL INSPECTION OEC	E	1/08/2025	210.00		010972		
I-177524	SEMI ANNUAL INSPECTION MP	E	1/08/2025	210.00		010972		
I-177525	SEMI ANNUAL INSPECTION PRAC	E	1/08/2025	210.00		010972		
I-177526	SEMI ANNUAL INSPECTION PRSC	E	1/08/2025	735.50		010972		
I-177527	SEMI ANNUAL INSPECTION OCP	E	1/08/2025	945.50		010972		
I-177528	SEMI ANNUAL INSPECTION OCM	E	1/08/2025	210.00		010972		
I-177529	SEMI ANNUAL INSPECTION PD	E	1/08/2025	2,255.50		010972		
I-177530	SEMI ANNUAL INSPECTION KL	E	1/08/2025	1,887.00		010972		
I-177531	SEMI ANNUAL INSPECTION FS1	E	1/08/2025	1,418.50		010972		
I-177532	SEMI ANNUAL INSPECTION - FS2	E	1/08/2025	945.50		010972		
I-177533	SEMI ANNUAL INSPECTION-FS3	E	1/08/2025	945.50		010972		
I-177534	SEMIANNUAL INSPECTION MNT FAC	E	1/08/2025	1,681.00		010972		
I-177535	SEMI ANNUAL INSPECTION WTR	E	1/08/2025	840.50		010972		
I-177536	SEMI ANNUAL INSPECTION-WW	E	1/08/2025	816.00		010972		
I-177537	SEMI ANNUAL INSPECTION -ACC	E	1/08/2025	944.50		010972		
I-177618	SERVICE CHECK REPAIRS KL	E	1/08/2025	446.25		010972		
I-177620	SERVICE CHECK REPAIRS - WW	E	1/08/2025	309.00		010972		18,686.75
	*** VENDOR TOTALS ***					1 CHECKS		18,686.75
002285	FASTENAL COMPANY							
I-IADEES451247	UNIT #277 PARTS	E	1/08/2025	18.00		010961		18.00
	*** VENDOR TOTALS ***					1 CHECKS		18.00

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011234	FIRE SERVICE TRAINING BUREAU							
I-250950	DOA CERT-EMILY DOONAN	R	1/06/2025	50.00		250427		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
007648	DAIOHS USA INC							
I-029925	COFFEE SERVICES - CH	E	1/08/2025	104.70		010977		
I-032601	COFFEE SERVICES - PW	E	1/08/2025	148.70		010977		
I-703072	COFFEE SERVICES - PW	E	1/08/2025	82.00		010977		335.40
	*** VENDOR TOTALS ***					1 CHECKS		335.40
000211	GALE							
I-86024165	DECEMBER DYNAMIC DRAMA 5	E	1/08/2025	84.72		010944		
I-86031996	DECEMBER BIOGRAPHY 2 PLAN	E	1/08/2025	53.23		010944		
I-86032032	DECEMBER CHRISTIAN FICTION 5	E	1/08/2025	155.94		010944		
I-86032291	DECEMBER CHRISTIAN ROMANCE	E	1/08/2025	100.46		010944		
I-86033205	DECEMBER DIVERSE VOICES 3 PLAN	E	1/08/2025	78.72		010944		473.07
	*** VENDOR TOTALS ***					1 CHECKS		473.07
011998	GALLS PARENT HOLDINGS, LLC							
I-029792948	UNIFORMS - FD	E	1/08/2025	179.01		011000		
I-029818356	UNIFORMS - FD	E	1/08/2025	45.00		011000		
I-029872822	UNIFORMS - FD	E	1/08/2025	341.19		011000		
I-029876113	SCABBARD - PD	E	1/08/2025	64.11		011000		
I-029888595	BATON - PD	E	1/08/2025	177.89		011000		
I-029901079	BEANIE/HATS - PD	E	1/08/2025	80.44		011000		
I-029913766	BOOTS - PD	E	1/08/2025	208.45		011000		1,096.09
	*** VENDOR TOTALS ***					1 CHECKS		1,096.09
012038	GANNETT MEDIA CORP							
I-6806277	11/2024 LEGAL PUBLICATIONS	R	1/06/2025	2,761.89		250428		2,761.89
	*** VENDOR TOTALS ***					1 CHECKS		2,761.89
000227	GRAINGER							
C-9343901436	CR: LIGHTS PKS	E	1/08/2025	75.00CR		010945		
C-9347245988	CR: COFFEE MAKER - PW	E	1/08/2025	998.12CR		010945		
I-9339668502	PLOW TRUCK STOCK PARTS	E	1/08/2025	23.00		010945		
I-9343090644	VACUUM BREAKER - FD	E	1/08/2025	45.60		010945		
I-9343869963	TOILET PARTS - FD	E	1/08/2025	467.57		010945		
I-9343869971	COFFEE MAKER - PW	E	1/08/2025	998.12		010945		
I-9348745853	VALVE REPAIRS -PD	E	1/08/2025	68.18		010945		
I-9351217626	VALVES - PD	E	1/08/2025	191.43		010945		720.78
	*** VENDOR TOTALS ***					1 CHECKS		720.78

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			DATE	AMOUNT		NO	STATUS	AMOUNT
008737	TRAVIS GRANDGEORGE							
I-12/09/2024 MEAL	12/9/24 MEAL	R	1/06/2025	15.41		250429		15.41
			*** VENDOR TOTALS ***			1 CHECKS		15.41
011835	GRANITE EXCAVATING LLC							
I-PAY 2-36TH/38THWTR	PAY 2-36TH/38TH WTR MN LOOP	R	1/06/2025	154,192.60		250430		154,192.60
			*** VENDOR TOTALS ***			1 CHECKS		154,192.60
000252	GRIMES ASPHALT AND PAVING CORP							
I-26852	12/13/24 COLD MIX	R	1/06/2025	3,011.65		250431		3,011.65
			*** VENDOR TOTALS ***			1 CHECKS		3,011.65
011390	GUS CONSTRUCTION CO., INC.							
I-PAY4FNL-62NDCLVRT	PAY4FNL-62ND BOX CLVRT CONST	R	1/06/2025	43,356.99		250432		43,356.99
011390	GUS CONSTRUCTION CO., INC.							
I-RTNG-62NDCLVRT	RTNG-62ND ST BOX CLVRT CONST	R	1/06/2025	23,313.40		250433		23,313.40
			*** VENDOR TOTALS ***			2 CHECKS		66,670.39
005993	HANDLEY LAW FIRM							
I-12/20/2024	OCTOBER 2024 SERVICES - PD	E	1/08/2025	8,610.00		010974		8,610.00
			*** VENDOR TOTALS ***			1 CHECKS		8,610.00
010315	HARRIS DIRECTIONAL BORING INC							
I-8655	EMERGENCY SERVICE BORE	R	1/06/2025	1,200.00		250434		1,200.00
			*** VENDOR TOTALS ***			1 CHECKS		1,200.00
001815	HAWKEYE TRUCK EQUIPMENT							
I-164667	UNIT #663 PARTS	R	1/06/2025	209.00		250435		209.00
			*** VENDOR TOTALS ***			1 CHECKS		209.00
001603	HERITAGE-CRYSTAL CLEAN LLC							
I-19037847	12/02/24 COM-20 GAL	R	1/06/2025	268.08		250436		268.08
			*** VENDOR TOTALS ***			1 CHECKS		268.08
004853	HOLT TIRE SERVICE INC							
I-239378	UNIT #628 PARTS	E	1/08/2025	116.99		010969		116.99
			*** VENDOR TOTALS ***			1 CHECKS		116.99
003098	HOTSY CLEANING SYSTEMS IN							
I-PSI-312004	FLEETWASH - PRSC	E	1/08/2025	90.00		010965		90.00
			*** VENDOR TOTALS ***			1 CHECKS		90.00

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005531	HR GREEN INC							
I-182169 #23	PAY 23-GTWY TRL/STATE/ORLBR	E	1/08/2025	12,447.54		010973		12,447.54
	*** VENDOR TOTALS ***					1 CHECKS		12,447.54
000253	HY-VEE INC							
I-013817	BREAKFAST SNOW EVENT	R	1/06/2025	245.35		250437		
I-11.10.2024 OCT BIO	BIOMETRIC SCREENINGS 2024	R	1/06/2025	7,662.00		250437		
I-395579	BREAKROOM SUPPLIES - PW	R	1/06/2025	142.76		250437		
I-865472	RETIREMENT PARTY FOOD - FD	R	1/06/2025	58.96		250437		8,109.07
	*** VENDOR TOTALS ***					1 CHECKS		8,109.07
008906	IMAGE TREND INC							
I-PS-INV111970	NOVEMBER 2024 BILLING BRIDGE	E	1/08/2025	634.25		010982		634.25
	*** VENDOR TOTALS ***					1 CHECKS		634.25
009658	INROADS, LLC							
I-FINAL-36TH/WEIGEL	FINAL-36TH ST/WEIGEL HMA RSRFC	R	1/06/2025	9,259.65		250438		9,259.65
009658	INROADS, LLC							
I-RTNG-36TH/WEIGEL	RTNG-36TH ST/WEIGEL HMA RSRFC	R	1/06/2025	80,761.26		250439		80,761.26
	*** VENDOR TOTALS ***					2 CHECKS		90,020.91
002025	IOWA COMMERCIAL REAL ESTATE AS							
I-FY25	2025 ANNUAL MEMBERSHIP DUES	R	1/06/2025	85.00		250440		85.00
	*** VENDOR TOTALS ***					1 CHECKS		85.00
005989	MCCONVILLE CONSTRUCTION LLC							
I-14972	LEVELING WORK - STREETS	R	1/06/2025	895.00		250441		895.00
	*** VENDOR TOTALS ***					1 CHECKS		895.00
010902	IOWA DEPARTMENT OF TRANSPORTAT							
I-CI-0024577	TRAFFIC CONES	R	1/06/2025	2,187.36		250442		2,187.36
	*** VENDOR TOTALS ***					1 CHECKS		2,187.36
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0024850	STREET SUPPLIES - PW	R	1/06/2025	100.52		250443		100.52
	*** VENDOR TOTALS ***					1 CHECKS		100.52
004476	IOWA DEPARTMENT OF HEALTH AND							
I-01 2025	JANUARY 2025 STATE SHARE	R	1/06/2025	14,505.43		250444		14,505.43
	*** VENDOR TOTALS ***					1 CHECKS		14,505.43
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV93241	FY24 411 MED DED NOV	R	1/06/2025	20,981.56		250445		
I-INV93242	FY25 411 MED DED NOV	R	1/06/2025	568.06		250445		
I-INV93243	FY24 MED DED NOV	R	1/06/2025	563.78		250445		
I-INV93244	FY25 MED DED NOV	R	1/06/2025	1,200.97		250445		23,314.37
	*** VENDOR TOTALS ***					1 CHECKS		23,314.37

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			DATE	AMOUNT		NO	STATUS	AMOUNT
003226	IOWA ONE CALL							
I-267552	11/30/2024 FTP - MU	E	1/08/2025	732.60		010966		
I-267742	11/30/2024 EMAIL - TRAFFIC	E	1/08/2025	95.40		010966		828.00
	*** VENDOR TOTALS ***					1 CHECKS		828.00
000272	IOWA PRISON INDUSTRIES							
I-300582	SIGNS - MU	R	1/06/2025	514.80		250446		
I-300612	PARK SIGN LOGOS	R	1/06/2025	194.70		250446		
I-300658	BIKE TRAIL SIGNS - PKS	R	1/06/2025	75.20		250446		784.70
	*** VENDOR TOTALS ***					1 CHECKS		784.70
005079	IOWA SEX CRIMES INVESTIGATORS							
I-FY25 CONF-LINDELL	ISCIA CONF REG-K. LINDELL	R	1/06/2025	175.00		250447		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
002789	IOWA STATE AUDITOR							
I-FY24	FY24 AUDIT FILING FEES	R	1/06/2025	850.00		250448		850.00
	*** VENDOR TOTALS ***					1 CHECKS		850.00
008611	J & K CONTRACTING LLC							
I-PAY9FNL-N4MC TRNK	PAY 9 FINAL-N 4 MILE CRK TRNK	R	1/06/2025	20,799.00		250449		20,799.00
008611	J & K CONTRACTING LLC							
I-RTNG-4MCRK TRUNK	RTNG-N 4 MILE CRK TRNK SWR	R	1/06/2025	98,910.10		250450		98,910.10
	*** VENDOR TOTALS ***					2 CHECKS		119,709.10
011632	JAKE'S TREE SERVICE, LLC							
I-233	TREE REMOVAL	E	1/08/2025	2,600.00		010994		2,600.00
	*** VENDOR TOTALS ***					1 CHECKS		2,600.00
011579	BRANDT JOHNSON							
I-12/2024 MILEAGE	12/2024 MILEAGE	E	1/08/2025	10.05		011009		10.05
	*** VENDOR TOTALS ***					1 CHECKS		10.05
000693	KBC, INC							
I-3503631	THERMOSTAT - MU	E	1/08/2025	25.49		010953		
I-7171589	IGNITOR - LAKESIDE	E	1/08/2025	317.07		010953		342.56
	*** VENDOR TOTALS ***					1 CHECKS		342.56
000292	KARL CHEVROLET INC							
I-11796	V111, V119 UPFITTING	R	1/06/2025	1,020.00		250451		1,020.00
	*** VENDOR TOTALS ***					1 CHECKS		1,020.00

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			DATE	AMOUNT		NO	STATUS	AMOUNT
012000	KEY COOPERATIVE							
I-8488861	12/10/24 SUP UNL/DSL	E	1/08/2025	16,057.37		011001		
I-8490379	12/12/24 DIESEL DYED OCM	E	1/08/2025	251.52		011001		
I-8495613	12/17/24 SUP UNL/DSL	E	1/08/2025	18,594.28		011001		
I-8504127	12/23/24 DIESEL PKS	E	1/08/2025	549.34		011001		
I-8504128	12/23/24 SUPER UNLEADED-PKS	E	1/08/2025	193.97		011001		35,646.48
	*** VENDOR TOTALS ***					1 CHECKS		35,646.48
000581	MIDWEST MOTOR SUPPLY CO INC							
I-102877361	FIRST AID SUPPLIES - CG	E	1/08/2025	318.96		010951		
I-102881957	MEDICINE CABINET SUPPLIES - CG	E	1/08/2025	63.62		010951		382.58
	*** VENDOR TOTALS ***					1 CHECKS		382.58
008273	LEMAR INDUSTRIES							
I-1050055	UNIT #877 PARTS	R	1/06/2025	49.36		250452		49.36
	*** VENDOR TOTALS ***					1 CHECKS		49.36
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-1300025198	AVCC SBSRT 9/1/24-9/30/24	E	1/08/2025	530.45		010993		
I-1300037962	AVCC SBSRT 10/1/24-10/31/24	E	1/08/2025	530.45		010993		1,060.90
	*** VENDOR TOTALS ***					1 CHECKS		1,060.90
000470	LUMEN							
I-716537715	DECEMBER 2024 STATEMENT	E	1/08/2025	690.21		010949		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
009473	MACQUEEN EQUIPMENT, LLC							
I-P25454	UNIT #277 PARTS	E	1/08/2025	349.39		010986		349.39
	*** VENDOR TOTALS ***					1 CHECKS		349.39
012185	MAINLINE CONSTRUCTION							
I-PAY 3-HTTEXPPKPH1	PAY 3-HTT EXP PK PH 1	E	1/08/2025	14,809.55		011003		14,809.55
	*** VENDOR TOTALS ***					1 CHECKS		14,809.55
002207	MANATTS INC							
I-5156019	11/15/24 C4WR C20 CL3	E	1/08/2025	1,155.00		010960		
I-5156489	11/20/24 SUD 20ASH 3AGG	E	1/08/2025	978.00		010960		
I-5156599	11/21/24 C4WR C20 CL3	E	1/08/2025	1,127.00		010960		
I-5157091	11/26/24 D57-C20	E	1/08/2025	714.00		010960		
I-5157174	11/27/24 D57-C20	E	1/08/2025	1,282.50		010960		
I-5157178	11/27/24 D57-C20	E	1/08/2025	402.00		010960		
I-5157715	12/09/24 D57-C20	E	1/08/2025	1,176.00		010960		
I-5157972	12/12/24 D57-C20	E	1/08/2025	1,008.00		010960		7,842.50
	*** VENDOR TOTALS ***					1 CHECKS		7,842.50

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009346	MARY'S CLEANING CARE INC							
I-34622	11/2024 CLEANING KL	R	1/06/2025	7,845.00		250453		
I-34636	JANITORIAL SUPPLIES -KL	R	1/06/2025	756.00		250453		
I-34718	12/2024 CLEANINGS LAKESIDE	R	1/06/2025	600.00		250453		
I-34719	12/22/24 CLEANING OEC	R	1/06/2025	95.00		250453		
I-34745	12/2024 CLEANINGS - CH	R	1/06/2025	829.00		250453		
I-34746	12/2024 CLEANINGS - FS#1	R	1/06/2025	383.00		250453		
I-34747	12/2024 CLEANINGS -KL	R	1/06/2025	7,845.00		250453		
I-34749	12/2024 CLEANINGS - PD	R	1/06/2025	2,889.00		250453		
I-34750	12/2024 CLEANINGS - ACC	R	1/06/2025	1,645.00		250453		
I-34751	12/2024 CLEANINGS - MAINT FAC	R	1/06/2025	175.00		250453		23,062.00
	*** VENDOR TOTALS ***					1 CHECKS		23,062.00
009460	EDGE TOOLS LLC							
I-56362	PROBE - CG	R	1/06/2025	272.95		250454		272.95
	*** VENDOR TOTALS ***					1 CHECKS		272.95
002183	MCCLURE ENGINEERING CO							
I-156200 #9	PAY 9-SW DSM ST UTLTY IMP	R	1/06/2025	10,212.40		250455		10,212.40
	*** VENDOR TOTALS ***					1 CHECKS		10,212.40
005870	ROGER MCFARLAND							
I-11/29/2024 BOOTS	11/29/24 BOOTS	E	1/08/2025	140.00		011006		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
004747	MENARDS							
I-11183 11/21/24	TOOLS - TRAFFIC	R	1/06/2025	258.34		250456		
I-11339	HAND WARMERS - ENG	R	1/06/2025	19.96		250456		
I-11370	GLOVES/SCREWS - PW	R	1/06/2025	49.97		250456		
I-11393	SLIDER - PKS	R	1/06/2025	19.99		250456		
I-11432	WOOD LATH - PW	R	1/06/2025	64.74		250456		
I-11603	WASTEWATER SUPPLIES - MU	R	1/06/2025	537.96		250456		
I-11656	GLOVES - PD	R	1/06/2025	14.99		250456		
I-11657	SAFETY APPAREL/EQUIP - TRFC	R	1/06/2025	160.04		250456		
I-11662	PAIL END ICE - KL	R	1/06/2025	146.93		250456		
I-11695	TRAFFIC SUPPLIES - TRAFFIC	R	1/06/2025	23.55		250456		
I-11736	BLACK POLY - PD	R	1/06/2025	114.99		250456		
I-11739	WATER SUPPLIES - MU	R	1/06/2025	221.86		250456		
I-11754	BLANK PLATE - PD	R	1/06/2025	7.96		250456		
I-11757	COFFEE - MU	R	1/06/2025	35.97		250456		
I-11780	WELDABL FLT - OCM	R	1/06/2025	41.94		250456		
I-11781	TOOLS/TRAFFIC SUPPLIES-PW	R	1/06/2025	377.30		250456		
I-11782	ICE MELT/MORTAR/GLOVE/SPRYR-MU	R	1/06/2025	161.08		250456		
I-11929	LOCK NUT/BOLT - MU	R	1/06/2025	20.85		250456		
I-11942	COTTON SWABS - PD	R	1/06/2025	11.61		250456		
I-11943	MISC SUPPLIES -PRSC	R	1/06/2025	274.16		250456		
I-11958	GLOVES/TOOLS - TRAFFIC	R	1/06/2025	88.80		250456		
I-11989	PAINT SUPPLIES -FD	R	1/06/2025	35.22		250456		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-12012	BARGAIN DOOR - PD	R	1/06/2025	38.00		250456		
I-12021 12/12/24	POOL CONCESSIONS REMODEL PRAC	R	1/06/2025	52.95		250456		
I-12022 12/12/24	NOZZLE - MU	R	1/06/2025	14.98		250456		
I-12035	BATTERIES/BLADE - PRSC	R	1/06/2025	34.67		250456		
I-12044	BLADES - MU	R	1/06/2025	23.73		250456		
I-12068	OIL/GLOVES/WASHER FLUID - MU	R	1/06/2025	69.82		250456		
I-12079	MISC SUPPLIES - PRSC	R	1/06/2025	121.98		250456		
I-12091	SOCKET SET - MU	R	1/06/2025	21.99		250456		
I-12093	PUSH PLATE - KL	R	1/06/2025	5.99		250456		3,072.32
			*** VENDOR TOTALS ***			1 CHECKS		3,072.32
007664	MERCYONE ANKENY PHARMACY							
I-11/25/2024	EMS PHARMACY	R	1/06/2025	14.52		250458		
I-12/03/2024	EMS PHARMACY	R	1/06/2025	1,320.13		250458		1,334.65
			*** VENDOR TOTALS ***			1 CHECKS		1,334.65
004013	MICHAEL TODD & COMPANY INC							
I-217180	PLOW BLADE CUTTING EDGES-PKS	R	1/06/2025	999.68		250459		999.68
			*** VENDOR TOTALS ***			1 CHECKS		999.68
009647	GADIMINA ENTERPRISES							
I-5103	POST ACCIDENT DRUG TEST	R	1/06/2025	450.00		250460		450.00
			*** VENDOR TOTALS ***			1 CHECKS		450.00
000271	MIDAMERICAN ENERGY COMPANY							
I-FY25 #7 1695158009 12/13/2024 STATEMENT		E	1/08/2025	96,543.84		010946		96,543.84
			*** VENDOR TOTALS ***			1 CHECKS		96,543.84
006133	MIDWEST ALARM SERVICES INC							
I-482157	FIRE ALARM REPAIRS ACC	R	1/06/2025	563.13		250461		563.13
			*** VENDOR TOTALS ***			1 CHECKS		563.13
008058	CTB MIDWEST INC							
I-1065047	UNIT #653 PARTS	E	1/08/2025	66.14		010980		
I-1065536	UNIT #653 PARTS	E	1/08/2025	198.42		010980		264.56
			*** VENDOR TOTALS ***			1 CHECKS		264.56
002765	MIDWEST BREATHING AIR LLC							
I-11495	QUARTERLY AIR TEST - FD	E	1/08/2025	910.57		010964		910.57
			*** VENDOR TOTALS ***			1 CHECKS		910.57
000343	MIRACLE RECREATION							
I-884119	SUNSET PARK PLAYGROUND	R	1/06/2025	2,561.50		250462		2,561.50
			*** VENDOR TOTALS ***			1 CHECKS		2,561.50

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			DATE			NO	STATUS	AMOUNT
1	IVERSON, DARLA							
I-000202412191754	US REFUND	R	12/19/2024	1,912.52		250339		1,912.52
1	IOWA COMMERCIAL ADVI							
I-000202412171752	AR REFUND	R	1/06/2025	14.88		250340		14.88
1	PRICE ELECTRIC							
I-000202412171750	REFUN AR REFUND	R	1/06/2025	61.90		250341		61.90
1	WALTER, SIERRA							
I-000202412171751	REFUN AR REFUND	R	1/06/2025	50.00		250342		50.00
1	BAILEY, ELIZABETH							
I-000202412301773	US REFUND	R	1/06/2025	45.86		250343		45.86
1	BOWER, KYLE							
I-000202412301776	US REFUND	R	1/06/2025	6.82		250344		6.82
1	BOYLE, CHRISTOPHER							
I-000202412301777	US REFUND	R	1/06/2025	61.62		250345		61.62
1	BRADSHAW, KRYSTIN							
I-000202412301791	US REFUND	R	1/06/2025	39.56		250346		39.56
1	BROWN, MCKENNA							
I-000202412301793	US REFUND	R	1/06/2025	100.00		250347		100.00
1	BURKE, CALEB							
I-000202412301781	US REFUND	R	1/06/2025	95.89		250348		95.89
1	BURKHART, MEGAN							
I-000202412301786	US REFUND	R	1/06/2025	98.63		250349		98.63
1	BUTLER, MARGARET							
I-000202412301763	US REFUND	R	1/06/2025	90.30		250350		90.30
1	CAI, HONGYAN							
I-000202412301756	US REFUND	R	1/06/2025	99.68		250351		99.68
1	CLAUSON, BRAYDON							
I-000202412301764	US REFUND	R	1/06/2025	92.70		250352		92.70
1	COOKIES AND DREAMS							
I-000202412301790	US REFUND	R	1/06/2025	96.39		250353		96.39

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			DATE			NO	STATUS	AMOUNT
1	COUSSENS, SYDNEY							
I-000202412301782	US REFUND	R	1/06/2025	100.00		250354		100.00
1	DAVISSON, STEPHANIE							
I-000202412301757	US REFUND	R	1/06/2025	9.76		250355		9.76
1	DEJONGOY, DAVE							
I-000202412301772	US REFUND	R	1/06/2025	94.66		250356		94.66
1	EAST WEST UNITED LLC							
I-000202412301785	US REFUND	R	1/06/2025	95.77		250357		95.77
1	EBANKS, CATHERINE							
I-000202412301787	US REFUND	R	1/06/2025	82.19		250358		82.19
1	ELLIOTT, JACKIE L							
I-000202412301760	US REFUND	R	1/06/2025	54.10		250359		54.10
1	EMERY, MICHELLE							
I-000202412301761	US REFUND	R	1/06/2025	99.11		250360		99.11
1	FREEMAN, TAYLOR							
I-000202412301774	US REFUND	R	1/06/2025	100.00		250361		100.00
1	GARTON, COLE M							
I-000202412301789	US REFUND	R	1/06/2025	100.00		250362		100.00
1	HRUSKA, MEAGAN							
I-000202412301771	US REFUND	R	1/06/2025	95.87		250363		95.87
1	JOHNSON, ALEXA							
I-000202412301768	US REFUND	R	1/06/2025	85.88		250364		85.88
1	JUMPER, LAURA & THOM							
I-000202412301758	US REFUND	R	1/06/2025	99.98		250365		99.98
1	KROHE, KELAN							
I-000202412301794	US REFUND	R	1/06/2025	78.07		250366		78.07
1	KUEKER, JAELYNN							
I-000202412301784	US REFUND	R	1/06/2025	92.41		250367		92.41
1	LEWIS, KATHRYN							
I-000202412301770	US REFUND	R	1/06/2025	81.97		250368		81.97

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1	MAYAT, MARY							
I-000202412301762	US REFUND	R	1/06/2025	72.81		250369		72.81
1	MCELROY, LINDSAY							
I-000202412301769	US REFUND	R	1/06/2025	57.75		250370		57.75
1	MCKINNEY, BROOKE							
I-000202412301755	US REFUND	R	1/06/2025	30.32		250371		30.32
1	MESSINGER, JANICE M							
I-000202412301792	US REFUND	R	1/06/2025	46.76		250372		46.76
1	MOFFITT, ALLISON							
I-000202412301775	US REFUND	R	1/06/2025	75.11		250373		75.11
1	PHARES, BRANDON M							
I-000202412301780	US REFUND	R	1/06/2025	79.44		250374		79.44
1	PRICE, AMANDA							
I-000202412301765	US REFUND	R	1/06/2025	91.79		250375		91.79
1	SANCHEZ JR, ANGEL							
I-000202412301778	US REFUND	R	1/06/2025	42.65		250376		42.65
1	SKIN BODY SOUL PLLC							
I-000202412301788	US REFUND	R	1/06/2025	33.03		250377		33.03
1	STURM, JEREMY							
I-000202412301766	US REFUND	R	1/06/2025	91.50		250378		91.50
1	TANKHAI, TOBIE							
I-000202412301759	US REFUND	R	1/06/2025	19.25		250379		19.25
1	UTTERBACK, JESSICA							
I-000202412301767	US REFUND	R	1/06/2025	89.33		250380		89.33
1	VAHNENKO, DAVID V							
I-000202412301779	US REFUND	R	1/06/2025	62.27		250381		62.27
1	WOLFE, MANDI							
I-000202412301783	US REFUND	R	1/06/2025	78.07		250382		78.07
*** VENDOR TOTALS ***						44 CHECKS		5,006.60

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006447	MSA PROFESSIONAL SERVICES INC							
I-011917 #10	PAY 10-WLNT/ORD WTR MAIN	R	1/06/2025	9,983.93		250463		9,983.93
	*** VENDOR TOTALS ***					1 CHECKS		9,983.93
006756	MTI DISTRIBUTING INC							
I-1457890-00	BEDKNIFE UNIT #827 OCM	R	1/06/2025	648.37		250464		648.37
	*** VENDOR TOTALS ***					1 CHECKS		648.37
000350	MUNICIPAL SUPPLY INC							
I-0925300-IN	STREET SUPPLIES - PW	R	1/06/2025	1,045.90		250465		
I-0926432-IN	STREET SUPPLIES - PW	R	1/06/2025	1,135.65		250465		
I-0927853-IN	STREET SUPPLIES - PW	R	1/06/2025	168.00		250465		
I-0929584-IN	METERS	R	1/06/2025	219.84		250465		
I-0929585-IN	WATER SYSTEMS SUPPLIES	R	1/06/2025	1,022.25		250465		
I-0929586-IN	METERS	R	1/06/2025	274.99		250465		3,866.63
	*** VENDOR TOTALS ***					1 CHECKS		3,866.63
003057	NAPA AUTO PARTS							
C-752167	CR: LOADER EXHAUST FLUID-PARKS	R	1/06/2025	2.50CR		250466		
I-752114	ENGINE OIL - CG	R	1/06/2025	95.52		250466		
I-752135	FILTERS - CG	R	1/06/2025	196.37		250466		
I-752165	STOCK PARTS/EXHAUST FLUID	R	1/06/2025	78.61		250466		
I-752206	UNIT #722 PARTS	R	1/06/2025	22.51		250466		
I-752222	GLOVES/OIL FILTERS - CG	R	1/06/2025	53.28		250466		
I-752227	CREEPER - STREETS	R	1/06/2025	55.99		250466		
I-752238	BUTANE FUEL/TORCH - CG	R	1/06/2025	102.52		250466		
I-752274	BATTERY - CG	R	1/06/2025	9.24		250466		
I-752301	UNIT #228 PARTS	R	1/06/2025	13.33		250466		
I-752329	SEALED BEAMS - CG	R	1/06/2025	29.37		250466		
I-752376	OIL FILTERS - CG	R	1/06/2025	25.75		250466		
I-752402	CABLE TIES - CG	R	1/06/2025	187.20		250466		
I-752486	UNIT #123 PARTS	R	1/06/2025	9.68		250466		
I-752487	UNIT #123 FUEL FILTER	R	1/06/2025	24.50		250466		
I-752529	UNIT #235 O-RINGS	R	1/06/2025	1.94		250466		
I-752571	UNIT #235 O-RINGS	R	1/06/2025	0.97		250466		
I-752645	OIL - CG	R	1/06/2025	73.16		250466		
I-752670	WIPERS - SQUAD CARS	R	1/06/2025	18.08		250466		
I-752680	SHRINK TUBING - PKS	R	1/06/2025	8.31		250466		
I-752706	SHOP SUPPLIES - CG	R	1/06/2025	95.64		250466		
I-752722	OIL/FUEL/AIR FILTERS - CG	R	1/06/2025	240.00		250466		1,339.47
	*** VENDOR TOTALS ***					1 CHECKS		1,339.47
000837	O'REILLY AUTOMOTIVE INC							
I-0295-424776	HEX KEY SET - MU	E	1/08/2025	17.99		010955		17.99
	*** VENDOR TOTALS ***					1 CHECKS		17.99

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			DATE	AMOUNT		NO	STATUS	AMOUNT
012250	ODLE SALES INC							
I-24459	CLIP ON NV	R	1/06/2025	6,950.00		250467		6,950.00
			*** VENDOR TOTALS ***			1 CHECKS		6,950.00
009630	KINGFISHER LLC							
I-1366	FY25 HAWKEYE DUGOUT COVER	R	1/06/2025	2,159.00		250468		2,159.00
			*** VENDOR TOTALS ***			1 CHECKS		2,159.00
007878	OVERDRIVE INC							
I-06497CO24381651	MULTIMEDIA - KL	E	1/08/2025	977.42		010978		
I-06497CO24381794	MULTIMEDIA - KL	E	1/08/2025	203.25		010978		
I-06497CO24382089	MULTIMEDIA - KL	E	1/08/2025	842.97		010978		
I-06497CO24388926	MULTIMEDIA - KL	E	1/08/2025	936.22		010978		
I-06497CO24389149	MULTIMEDIA -KL	E	1/08/2025	899.38		010978		
I-06497CO24393365	MULTIMEDIA - KL	E	1/08/2025	863.33		010978		4,722.57
			*** VENDOR TOTALS ***			1 CHECKS		4,722.57
002158	PERFICUT COMPANIES INC							
I-53723	HOLIDAY DECOR INSTALL	R	1/06/2025	1,020.00		250469		
I-54079	REHANG LIGHTS/FIX POWER-KL	R	1/06/2025	237.39		250469		1,257.39
			*** VENDOR TOTALS ***			1 CHECKS		1,257.39
000384	PITNEY BOWES INC							
I-1026601525	10/31/24-12/01/24 RENTAL - PD	E	1/08/2025	36.71		010948		
I-1026602961	9/30/24-12/01/24 RENTAL - PSB	E	1/08/2025	106.83		010948		143.54
			*** VENDOR TOTALS ***			1 CHECKS		143.54
009011	THE PITNEY BOWES RESERVE ACCOU							
I-12/2024 POSTAGE-CH RES ACCT 20829776 - CH		E	1/08/2025	5,000.00		010983		5,000.00
			*** VENDOR TOTALS ***			1 CHECKS		5,000.00
011708	PLAYAWAY PRODUCTS LLC							
I-485343	MULTIMEDIA - KL	E	1/08/2025	71.69		010995		71.69
			*** VENDOR TOTALS ***			1 CHECKS		71.69
011897	POLK COUNTY AUDITOR'S OFFICE							
I-12294	NOVEMBER 2024 BLOOD DRAWS	R	1/06/2025	150.00		250470		150.00
			*** VENDOR TOTALS ***			1 CHECKS		150.00
009386	POMP'S TIRE SERVICE, INC							
I-1400162553	TIRES - SQUAD CARS	E	1/08/2025	635.00		010985		
I-1400162554	TIRES - SQUAD CARS	E	1/08/2025	635.00		010985		1,270.00
			*** VENDOR TOTALS ***			1 CHECKS		1,270.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:12/19/2024 THRU 1/08/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007311	PROCTOR MECHANICAL CORPORATION							
I-13453	TOILET REPAIR -PKS	R	1/06/2025	170.00		250471		170.00
	*** VENDOR TOTALS ***					1 CHECKS		170.00
006051	PROMOS 911 INC							
I-11954	STOCKER BADGES - FD	R	1/06/2025	440.95		250472		440.95
	*** VENDOR TOTALS ***					1 CHECKS		440.95
008162	QUESTCDN.COM							
I-INV-1548	NW NTHLWN UTLTY IMP PH4	R	1/06/2025	946.00		250473		946.00
	*** VENDOR TOTALS ***					1 CHECKS		946.00
000344	QUICK SUPPLY CO							
I-QSC194493	EVENT REG-BF, JB, CM, JP, QL	E	1/08/2025	200.00		010947		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
006390	QUILL CORPORATION							
I-41815933	STND DESKPAD - P&R	R	1/06/2025	37.89		250474		37.89
	*** VENDOR TOTALS ***					1 CHECKS		37.89
003960	RDG IA INC							
I-58558 #22	PAY 22-4MILE CRK/TRIBTRY RSTRE	R	1/06/2025	8,934.60		250475		8,934.60
	*** VENDOR TOTALS ***					1 CHECKS		8,934.60
008276	RELIANT FIRE APPARATUS INC							
I-5WI001050	VEHICLE REPAIR - FD	R	1/06/2025	1,281.57		250476		
I-INV-IA-152	PUMP/CHECK VALVE - FD	R	1/06/2025	764.21		250476		2,045.78
	*** VENDOR TOTALS ***					1 CHECKS		2,045.78
001985	RIDD X PEST CONTROL							
I-66019	Q4 PEST CONTROL SERVICES	E	1/08/2025	1,577.00		010958		1,577.00
	*** VENDOR TOTALS ***					1 CHECKS		1,577.00
003999	RINGCENTRAL INC							
I-CD_000993379	12/26/24-01/25/25 STATEMENT	E	1/08/2025	5,743.08		010968		5,743.08
	*** VENDOR TOTALS ***					1 CHECKS		5,743.08
010907	RISER INCORPORATED							
I-4237	HOOP ADJUSTMENT RODS-PARKS	E	1/08/2025	680.00		010990		680.00
	*** VENDOR TOTALS ***					1 CHECKS		680.00
004079	STRAWBERRY PATCH							
I-94293	SHIRTS -P&R	R	1/06/2025	600.00		250477		
I-94294	LITTLE DUNKER SHIRTS	R	1/06/2025	3,840.00		250477		4,440.00
	*** VENDOR TOTALS ***					1 CHECKS		4,440.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:12/19/2024 THRU 1/08/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011511	CORY SCHATTSCHEIDER							
I-12/18/2024	SAFETY BOOT REIMBURSEMENT	E	1/08/2025	180.19		011008		180.19
	*** VENDOR TOTALS ***					1 CHECKS		180.19
006346	SCHINDLER ELEVATOR CORP							
I-8106731873	ACC ELEVATOR CONTRACT	R	1/06/2025	4,684.56		250478		4,684.56
	*** VENDOR TOTALS ***					1 CHECKS		4,684.56
000990	SNYDER & ASSOCIATES INC							
I-120.1113.01 #42	PAY 42 HTT TRNSMSN MN/DRNG	E	1/08/2025	11,140.25		010956		
I-121.0695.01 #41	PAY 41-DELAWARE RECON 5TH/18TH	E	1/08/2025	14,924.80		010956		
I-123.0251.01A-1(1)	SNYDER-DELAWARE&54TH DMGE	E	1/08/2025	2,500.00		010956		
I-123.0251.01A-1(2)	ENG SERVICES-DEL & 54TH	E	1/08/2025	145.10		010956		
I-123.0680.01 #19	PAY 19-ANK BLVD IMP/PET/1ST	E	1/08/2025	37,404.25		010956		66,114.40
	*** VENDOR TOTALS ***					1 CHECKS		66,114.40
004989	STANARD & ASSOCIATES INC							
I-SA000059952	POLICE POST TESTS	R	1/06/2025	676.50		250479		676.50
	*** VENDOR TOTALS ***					1 CHECKS		676.50
002339	STAPLES CONTRACT & COMMERCIAL							
I-6018799502	PUMP ROLLS/DESKPAD - PW	R	1/06/2025	15.63		250480		
I-6018799503	OFFICE/CLNR/GLOVES - PD	R	1/06/2025	234.70		250480		250.33
	*** VENDOR TOTALS ***					1 CHECKS		250.33
001018	STAPLES CREDIT PLAN							
I-6018875811	BOOK TAPE - KL	R	1/06/2025	125.19		250481		125.19
	*** VENDOR TOTALS ***					1 CHECKS		125.19
011352	STEPP MANUFACTURING							
I-065546	UNIT #205 PARTS	E	1/08/2025	60.73		010991		60.73
	*** VENDOR TOTALS ***					1 CHECKS		60.73
003339	STREICHER'S							
I-I1732757	CAMPBELL BALLISTIC VEST	R	1/06/2025	1,308.90		250482		1,308.90
	*** VENDOR TOTALS ***					1 CHECKS		1,308.90
006855	SYSTEMWORKS LLC							
I-12095	FS#4 COMMISSIONING SVCS	R	1/06/2025	3,240.00		250483		3,240.00
	*** VENDOR TOTALS ***					1 CHECKS		3,240.00
006031	KATIE THIELMAN							
I-11/1/24-12/6/24MLG 11/1-12/6/24 MILEAGE		E	1/08/2025	99.83		010975		99.83
	*** VENDOR TOTALS ***					1 CHECKS		99.83

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:12/19/2024 THRU 1/08/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
011789	TIDEWATER DISTRIBUTORS LLC							
I-PS-INV0013464	UNIFORMS - FD	E	1/08/2025	780.00		010996		780.00
	*** VENDOR TOTALS ***					1 CHECKS		780.00
004159	TOYNE INC							
I-IN0018781	DIMMER SWITCH/TURN SIGNAL-FD	R	1/06/2025	292.74		250484		
I-IN0018792	DISCHARGE GAUGE - FD	R	1/06/2025	223.44		250484		
I-IN0018817	MOBILE SERVICE UNIT REPAIR-FD	R	1/06/2025	647.00		250484		1,163.18
	*** VENDOR TOTALS ***					1 CHECKS		1,163.18
004343	TRACTOR SUPPLY COMPANY							
I-710437	BOOTS - G. HOUSEHOLDER	R	1/06/2025	99.99		250485		99.99
	*** VENDOR TOTALS ***					1 CHECKS		99.99
000740	TRIPLETT OFFICE SOLUTIONS							
I-462524-0	BUSINESS CARDS - PD	R	1/06/2025	623.00		250486		623.00
	*** VENDOR TOTALS ***					1 CHECKS		623.00
011810	INTELLIGENT MARKING USA INC							
I-92033	WHITE PAINT PRSC	E	1/08/2025	1,594.86		010997		1,594.86
	*** VENDOR TOTALS ***					1 CHECKS		1,594.86
003278	DAVIS EQUIPMENT CORPORATION							
I-JI95424	BED KNIVES-OCM	E	1/08/2025	1,011.60		010967		1,011.60
	*** VENDOR TOTALS ***					1 CHECKS		1,011.60
000966	U S BANK							
I-11/25 P-CARD STMT	U S BANK	D	12/27/2024	28,386.30		002667		28,386.30
	*** VENDOR TOTALS ***					1 CHECKS		28,386.30
009428	UMB BANK NA							
I-994958	2014G GO REF CLN - FEES	D	12/24/2024	250.00		002656		
I-994985	2015A GO BONDS - FEES	D	12/24/2024	250.00		002656		
I-995032	2016A GO REF BONDS - FEES	D	12/24/2024	250.00		002656		
I-995045	2016B GO BONDS - FEES	D	12/24/2024	250.00		002656		
I-995137	2017A GO BONDS - FEES	D	12/24/2024	250.00		002656		
I-995138	2017B WATER REV BONDS - FEES	D	12/24/2024	250.00		002656		
I-995224	2018A GO BONDS - FEES	D	12/24/2024	300.00		002656		
I-995227	2018B WATER REV BONDS - FEES	D	12/24/2024	300.00		002656		2,100.00
	*** VENDOR TOTALS ***					1 CHECKS		2,100.00
011876	HD SUPPLY, INC.							
I-INV00567107	CHEMICALS - MU	E	1/08/2025	188.75		010998		188.75
	*** VENDOR TOTALS ***					1 CHECKS		188.75

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:12/19/2024 THRU 1/08/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010036	USCC SERVICES LLC							
I-0695362284	12/02/2024 STATEMENT	R	1/06/2025	195.37		250487		195.37
	*** VENDOR TOTALS ***					1 CHECKS		195.37
001552	BRICE VANDRIMMELEN							
I-12/16/24-12/17/24	12/16-12/17/24 TRAINING	E	1/08/2025	66.10		011005		66.10
	*** VENDOR TOTALS ***					1 CHECKS		66.10
005012	VAN-WALL EQUIPMENT INC							
I-6329909	WHEEL MOTOR-PRSC	E	1/08/2025	2,586.97		010971		
I-6431345	WHEEL MOTOR-PRSC	E	1/08/2025	1,566.70		010971		
I-6431346	CRANKSHAFT PRSC	E	1/08/2025	1,713.26		010971		5,866.93
	*** VENDOR TOTALS ***					1 CHECKS		5,866.93
000519	VERMEER SALES & SERVICE IOWA							
I-P0898905	ARBORIST SUPPLIES - PKS	E	1/08/2025	28.99		010950		28.99
	*** VENDOR TOTALS ***					1 CHECKS		28.99
004796	WALSH DOOR & HARDWARE COMPANY							
I-823101	OPEN EYE STANDARD RENEWAL	R	1/06/2025	1,200.00		250488		
I-823963	DOOR REPAIRS - KL	R	1/06/2025	212.00		250488		1,412.00
	*** VENDOR TOTALS ***					1 CHECKS		1,412.00
002569	WASTE CONNECTIONS INC							
I-3721473T071	11/23/24 DISPOSAL/ROLLOFF-PRSC	R	1/06/2025	626.80		250489		
I-3723111T071	12/1-12/31/24 SVCS - FS#1/ACC	R	1/06/2025	284.63		250489		
I-3723113T071	12/2024 WASTE SVCS - KL	R	1/06/2025	105.66		250489		
I-3723115T071	11/26/24 ON CALL FRNTLOAD-OC	R	1/06/2025	82.98		250489		
I-3723116T071	12/2024 WASTE SVCS - OCM	R	1/06/2025	48.84		250489		
I-3723117T071	12/1-12/31/24 SVCS - MAINT FAC	R	1/06/2025	301.09		250489		
I-3723118T071	12/2024 WASTE SVCS - PKS	R	1/06/2025	260.58		250489		
I-3723119T071	12/1-12/31/24 SVCS - PD	R	1/06/2025	65.15		250489		
I-3723120T071	11/22/24 ON CALL FRNTLOAD-PRSC	R	1/06/2025	80.56		250489		
I-3723121T071	12/1-12/31/24 SVCS - PSB	R	1/06/2025	81.16		250489		
I-3723122T071	12/1-12/31/24 SVCS-WASTEWATER	R	1/06/2025	96.96		250489		2,034.41
	*** VENDOR TOTALS ***					1 CHECKS		2,034.41
009306	STEVEN YOUNG							
I-12/10/2024 MEAL	12/10/24 MEAL	R	1/06/2025	12.18		250490		12.18
	*** VENDOR TOTALS ***					1 CHECKS		12.18

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:12/19/2024 THRU 1/08/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:	151			3,112,540.56		0.00		3,112,540.56
HAND CHECKS:	0			0.00		0.00		0.00
DRAFTS:	2			30,486.30		0.00		30,486.30
EFT:	69			351,771.70		0.00		351,771.70
NON CHECKS:	0			0.00		0.00		0.00
VOID CHECKS:	0	VOID DEBITS	0.00					
		VOID CREDITS	0.00	0.00		0.00		

TOTAL ERRORS: 0

	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	222			3,494,798.56		0.00		3,494,798.56
BANK: APFNB TOTALS:	222			3,494,798.56		0.00		3,494,798.56
REPORT TOTALS:	222			3,494,798.56		0.00		3,494,798.56

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny
VENDOR: ALL
BANK CODES: Include: APFNB
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 12/19/2024 THRU 1/08/2025
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** naming authorized bank signers for the City of Ankeny.

ORIGINATING DEPARTMENT

Finance

COUNCIL GOAL

Exercise Financial Discipline

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

The attached resolution provides a list of authorized bank signers including an update to one of the authorized signers. Mark E. Holm, former Mayor, is being replaced with Bobbi Bentz, Mayor, effective December 16, 2024.

CITY MANAGER/STAFF RECOMMENDATIONS:

To adopt resolution naming authorized bank signers for the City of Ankeny.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Change in Authorized Signers

RESOLUTION 2025-

A RESOLUTION NAMING AUTHORIZED BANK SIGNERS FOR THE CITY OF ANKENY

WHEREAS, in the course of the City of Ankeny's ("City") business it establishes relationships with various banks for purposes including, but not limited to, depository of City funds and

WHEREAS, banks with whom the City does business normally require a City resolution designating which City officials are authorized to open bank accounts and to execute checks and other orders for payment of City funds; and

WHEREAS, the City desires to designate certain City officials to open bank accounts and execute checks and other orders for payment of City funds;

NOW, THEREFORE, the City of Ankeny resolves as follows:

1. As used in this Resolution, the term "Bank" shall mean any financial institution with whom, pursuant to this Resolution, the City establishes a banking relationship.
2. The Mayor, Director of Administrative Services and Finance Officer are hereby authorized to open or cause to be opened one or more accounts with a Bank on such terms, conditions, and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing.
3. That checks or other orders for the payment, transfer, or withdrawal of any of the funds or other property of the City on deposit with a Bank shall be binding on the City when signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, by any one of the individuals listed below as Authorized Signers, and the Bank is hereby authorized to pay and charge to the account of the City any such checks or other orders so signed or otherwise authorized, including those payable to the individual order of the same person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any such indebtedness owing the Bank from the person or persons who signed such checks or other withdrawal orders or otherwise authorized such withdrawals. In particular, and not in limitation of foregoing, such persons may authorize payment, transfer, or withdrawal by oral or telephonic directions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the City from time to time.
4. That the City's Mayor, Director of Administrative Services or Finance Officer will certify to a Bank the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the Authorized Signers listed below and shall from time to time hereafter, upon a change in the facts so certified, immediately certify to the Bank the names and signatures (actual or facsimile) of the persons then authorized to sign or to act.
5. That the holders of the following positions with the City are authorized to sign or act on behalf of the City ("Authorized Signers"):

Position

Mayor

Director of Administrative Services

Finance Officer

Currently Held By

Bobbi Bentz

Jennifer Sease

Annette Graeve

6. That this Resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by a Bank.

Passed and approved this 6th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider a motion to adopt **RESOLUTION** authorizing the purchase of fiber optic cable for Fiber Optic Network Upgrade.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade essential infrastructure

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

The Fiber Optic Network Upgrade, ordered for construction beginning in 2025, includes Contractor installation of approximately 180,000 LF of fiber optic cable. The Public Works Department has chosen to purchase and furnish the cable for the project in order to expedite delivery, control quality, and reduce overall cost.

Quotes were received per City Purchasing Policy on December 13, 2024, and the bid tabulation is attached. The lowest responsible bid was received from Graybar, Des Moines, Iowa, for \$138,704.51, including shipping costs. The fiber will be delivered in May 2025, on eleven reels with cable lengths corresponding to specific sections of the Upgrade work.

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing purchase of fiber optic cable as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

Construction contract for the Fiber Optic Network Upgrade was approved at the City Council's regular meeting on December 16, 2024.

FISCAL IMPACT

Purchase was approved with 2025-2029 Capital Improvement Program to support construction in 2025 and 2026.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Bid Tabulation
2. Resolution

City of Ankeny
Fiber Optic Cable RFQ
Bid Date: December 13, 2024, 10:00AM

			Graybar		Accu-Tech		Wesco/Anixter	
			Des Moines, IA		Alpharetta, GA		Glenview, IL	
DESCRIPTION	UNIT	QTY	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
			PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
96ct SM Corning Fiber Optic Cable	LF	194,000	\$0.70362	\$136,502.28	\$0.79000	\$153,260.00	\$0.79330	\$153,900.20
24ct SM Corning Fiber Optic Cable	LF	7,500	\$0.29363	\$2,202.23	\$0.33000	\$2,475.00	\$0.33070	\$2,480.25
Project Total				\$138,704.51		\$155,735.00		\$156,380.45

RESOLUTION

**A RESOLUTION AUTHORIZING THE PURCHASE OF FIBER OPTIC CABLE FOR INSTALLATION
WITH FIBER OPTIC NETWORK UPGRADE**

WHEREAS, the City of Ankeny desires to purchase fiber optic cable to be installed with the Fiber Optic Network Upgrade; and

WHEREAS, a quote was obtained according to City of Ankeny Purchasing Policy; and

WHEREAS, the City of Ankeny is able to purchase the fiber optic cable from Graybar in the amount of \$138,704.51;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Graybar in the amount of \$138,704.51 is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order to facilitate the purchase of said fiber optic cable.

DATED this 6th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to receive and file the City of Ankeny Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2024.

ORIGINATING DEPARTMENT

Finance

COUNCIL GOAL

Exercise Financial Discipline

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

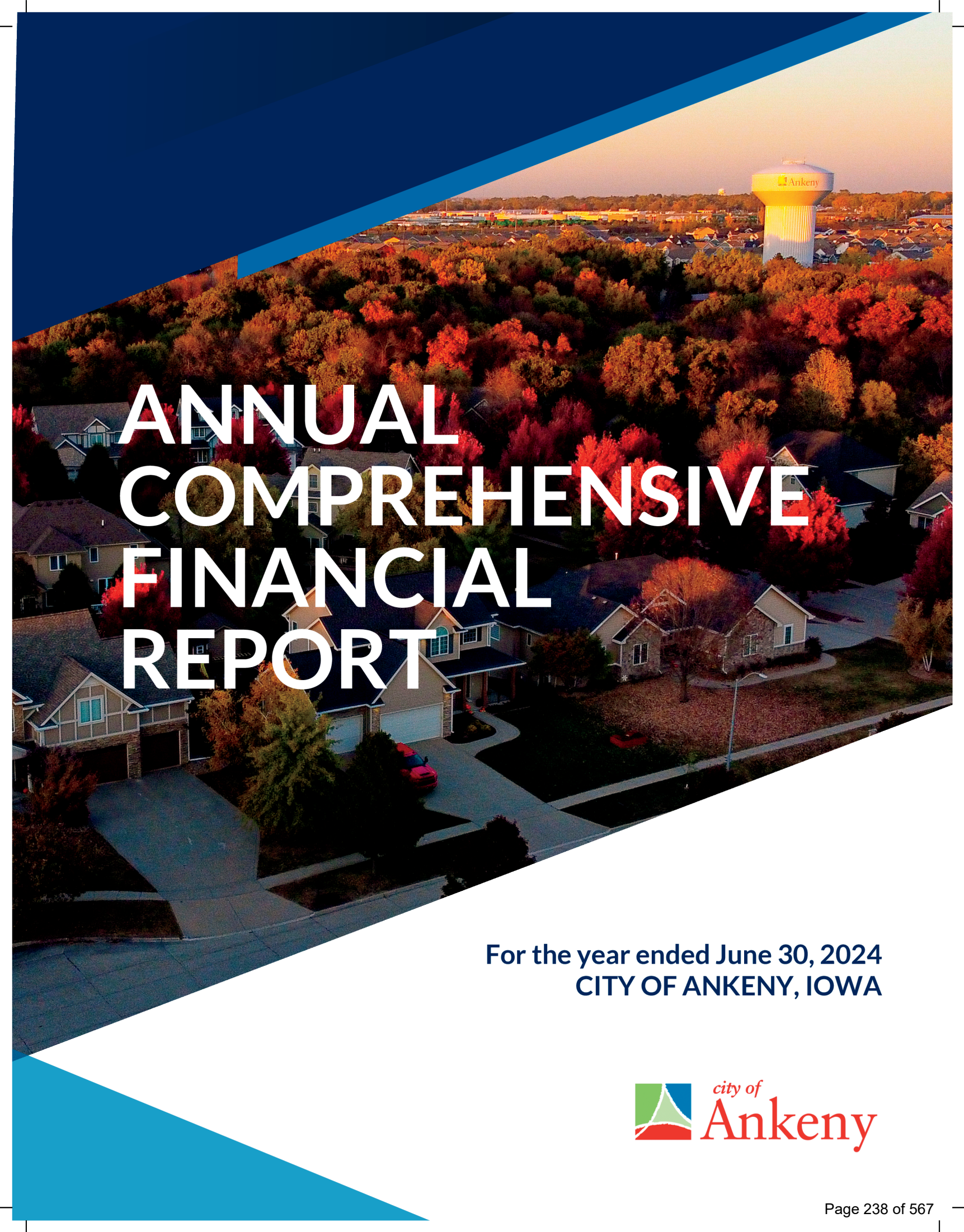
FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. ACFR final 12.13.24



ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the year ended June 30, 2024
CITY OF ANKENY, IOWA



City of Ankeny, Iowa

Annual Comprehensive Financial Report
For the Year Ended June 30, 2024

Prepared By:
Finance Department

Introductory Section

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December 15, 2024

To the Honorable Mayor, Members of the City Council and Citizens of the City of Ankeny, Iowa:

It is our privilege to present the Annual Comprehensive Financial Report (ACFR) of the City of Ankeny, Iowa, for the fiscal year ended June 30, 2024, consistent with the requirements of Chapter 11 of the Code of Iowa that requires the City of Ankeny to publish within nine months of the close of each fiscal year, a complete set of audited financial statements. This report is published to fulfill that requirement for the fiscal year ended June 30, 2024.

Management assumes full responsibility for the completeness and reliability of all of the information presented in this report, based upon a comprehensive framework of internal controls that it has established for this purpose. The cost of internal controls should not exceed anticipated benefits; therefore, the objective is to provide reasonable, rather than absolute assurance, that the financial statements are free of any material misstatement.

Eide Bailly, LLP, a firm of licensed certified public accountants, has issued an unmodified (“clean”) opinion on the City of Ankeny’s financial statements for the fiscal year ended June 30, 2024. The independent auditor’s report is located at the front of the financial section of this report.

Management’s discussion and analysis (MD&A) immediately follows the independent auditor’s report and provides a narrative introduction, overview, and analysis of the basic financial statements. This letter of transmittal is intended to complement the MD&A and should be read in conjunction with it.

Profile of the City of Ankeny

The City of Ankeny, incorporated in 1903, is located just north of Des Moines, Iowa’s state capital. Based on the 2023 U.S. Census Bureau estimates, Ankeny has grown to a population of 74,458, the sixth largest in the state of Iowa. Between April 1, 2022 and April 1, 2023, Ankeny added 2,236 residents, an average of 6 people per day; a 3.1% increase.

Public education is provided by the Ankeny Community School District, North Polk Community School District and Saydel Community School District. With a 2023-2024 state-certified enrollment of 12,637 students, the Ankeny Community School District is the 7th largest district in the state and one of the fastest-growing for more than a decade. They enjoy a 94.3% graduation rate. Private education is provided by the Ankeny Christian Academy and St. Luke the Evangelist Catholic School.

Higher education is provided by Des Moines Area Community College, Iowa’s largest community college, serving a student population of over 15,000 on the Ankeny Campus. Faith Baptist Bible College is also a higher education institution within the City.

The policy making and legislative authority is vested in the City Council. The City Council consists of a mayor and five council members, all elected at large. For continuity purposes the mayor and council members serve four-year staggered terms with elections held every two years. The City Council establishes the City’s strategic direction, sets policies, adopts ordinances and resolutions, appoints board and commission members and adopts the annual operating budget and capital improvement program.

The City Manager serves as the chief administrative officer and is responsible for implementing the policy decisions of the City Council, overseeing day-to-day operations of the City and hiring of department directors. City departments include: City Clerk, Communications, Community Development, Economic Development, Finance, Fire, Human Resources, Information Technology, Library, Municipal Utilities, Parks and Recreation, Police, and Public Works. By state statute, a separate Board of Trustees administers the operations of the Ankeny Kirkendall Public Library; however, the library receives its budget appropriation from the City Council and follows the policies and procedures implemented by the City.

The City is empowered to levy a property tax on real property located within its boundaries. It is also empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the City Council.

The financial reporting entity (the City) includes all the funds of the primary government (i.e. the City of Ankeny as legally defined). The City is not a component unit of another government, but does report the financial activities of two component units: Ankeny Sports Complex Foundation and Friends of the Ankeny Library. Component units are legally separate entities for which the primary government is financially accountable.

The annual budget serves as the foundation for the City's financial planning and control. The department directors submit budgets to the City Manager for their respective departments requesting appropriations to fund program, service and capital needs consistent with City Council goals and objectives. Following several months of review and revision, the City Manager submits a recommended budget to the City Council. The budget contains estimates of revenues and expenditures for the coming year, as well as re-estimates of revenues and expenditures for the current year. The seven-month preparation process includes a series of public meetings including multiple City Council work sessions and a public information meeting, culminating in April when the City Council, following a public hearing, adopts the annual budget and certifies it to the State of Iowa by April 30.

The state mandates legal spending control (that is, the level at which expenditures cannot legally exceed the appropriated amount) at the function level. These functions consist of public safety, public works, health and social services, culture and recreation, community and economic development, general government, capital projects, debt service, and business-type activities/enterprise. Budget to actual comparisons are provided in this report and are presented as part of the required supplementary information.

Local Economy

Ankeny has been recognized nationally for its rate of growth when it was ranked by the U.S. Census Bureau in 2018 as the fourth fastest growing city in the United States with a population of 50,000 or more and it was ranked tenth on that list in 2019. The benefits of this rapid growth include:

- Provides a pool of qualified workers for businesses in Ankeny;
- Attracts new retailers and restaurants, which contributes to Ankeny's business amenities;
- Adds new revenues (based on population) for maintaining the street system.

Ankeny's unemployment rate stood at 2.3 percent in 2023, which is slightly higher than the 2.1 percent from the prior year. Several businesses are constructing additional office, manufacturing, and warehouse space and hiring new employees, adding to Ankeny's commercial tax base and job growth efforts.

Ankeny continues to attract targeted industries, including advanced manufacturing, biosciences, logistics and IT/business services. Major employers include: Ankeny Community School District, Deere & Company, Casey's Retail Company, Baker Group, Des Moines Area Community College, City of Ankeny, Perishable Distributors of Iowa, Mom's Meals, Hy-Vee Fresh Commissary and Amazon. Furthermore, the Ankeny Regional Airport, a partnership between

Polk County and Ankeny, provides executive and corporate travel, freight operations and general aviation services. Additional economic data is included in the statistical section of this report.

Long Term Financial Planning

The preparation of the City's annual operating budget and the five-year capital improvement program are governed by the City Council's budget policy statement, as well as the vision, mission, values and strategic goals. As a result of these policies, the annual operating budget has been prepared on a two-year basis.

The long-term improvement of the City's infrastructure is outlined in the five-year capital improvement program (CIP). The approved 2024-2028 Capital Improvement Program anticipates the expenditure of \$244,866,000. This reflects a \$44,844,000 increase in project expenditures over last year's program mostly due to the municipal buildings category and the addition of the Public Works Maintenance Facility Expansion project in 2024, 2025 and 2026. Also, new in this year's capital improvement program is the operating/construction equipment category, which includes the replacement of the fire department's ladder truck in 2028. Of the \$244,866,000, 50.70% is identified for transportation projects, 30.25% for municipal utilities (water, sewer and storm water) projects, 13.33% for municipal buildings, 3.53% for park facilities, 1.17% for sidewalks/trails and 1.02% for operating/construction equipment. The first year of the five-year CIP, which the City incorporates into the annual budget, is \$57,384,000 for fiscal year 2024. The major source of funds for the program include general obligation bonds, tax increment financing and municipal utilities revenues. In addition, the City leverages its program with available grants from federal and state governments and private partnerships.

Relevant Financial Policies

The City regards general fund unassigned fund balance as a critical component of fiscal health and criteria for an above average bond rating. The June 30, 2024, unassigned fund balance in the general fund was 85 percent of total general fund expenditures. As of June 30, 2023, it was also 85 percent. This amount is significantly higher than the policy guideline of 25 percent set by the Council for budgetary and planning purposes.

Major Initiatives and Accomplishments

The City is currently involved in the following major construction and development projects:

- The reconstruction of NE Delaware Avenue from a two-lane rural roadway to a four-lane divided urban street with left turn lanes at the intersections from just north of NE 5th Street to 700 feet north of NE 18th Street. The project also includes new permanent traffic signals and fiber optic connections.
- The construction of the community's fourth fire station to serve continued growth and service level needs that are occurring within the northwest quadrant of the City.
- The construction of a new 2.5-million-gallon elevated water storage tank in the northwest quadrant of the City to provide additional water storage and more reliable water pressure and flow.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Ankeny for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2023. This was the 22nd consecutive year that the government has received this prestigious award. In order to be awarded the Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report that satisfied both the generally accepted accounting principles (GAAP) and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report continues to meet the

Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, for the 26th consecutive year, the City received the GFOA's Distinguished Budget Presentation Award for its annual budget document for the fiscal year beginning July 1, 2024. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document was judged to be proficient in several categories, including as a policy document, a financial plan, an operations guide and a communications device.

The preparation of this report would not have been possible without the City's independent auditors, Eide Bailly, LLP, and the dedicated service of the City's Finance Department. We wish to express our appreciation to all members of the department who assisted and contributed to the preparation of this report. Likewise, we wish to extend our appreciation to the Mayor and members of the City Council in planning and conducting the financial operations of the City in a prudent and responsible manner.

Respectfully submitted,



David Jones
City Manager



Annette Graeve
Finance Officer



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Ankeny
Iowa**

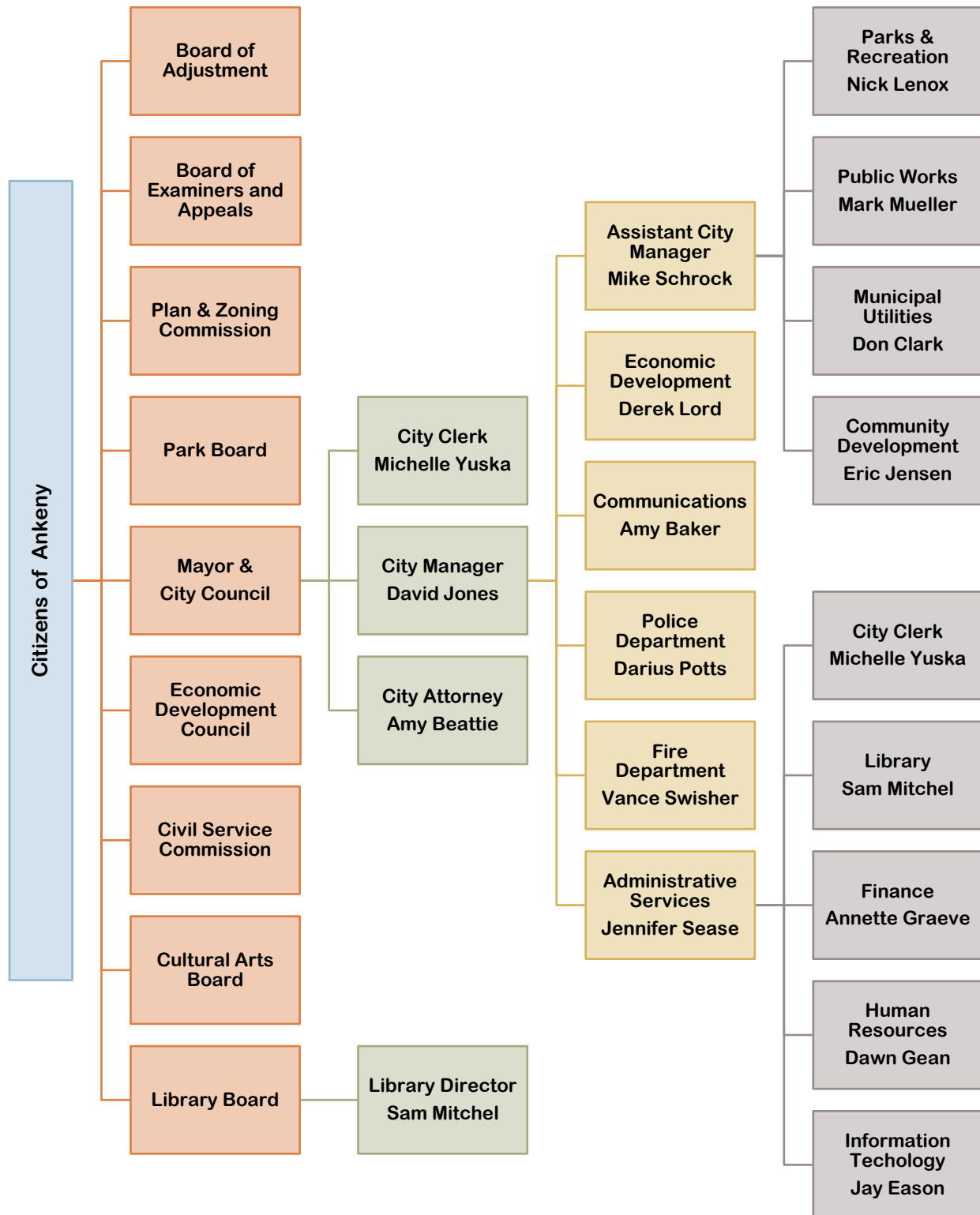
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morill

Executive Director/CEO

ORGANIZATIONAL CHART



List of Principal Officials

City of Ankeny, Iowa
June 30, 2024

Elected Officials		Term Expires
Mayor	Mark Holm	12/31/2025
Council Member	Bobbi Bentz	12/31/2027
Council Member	Jeff Perry	12/31/2027
Council Member	Joe Ruddy	12/31/2025
Council Member	Todd Shafer	12/31/2027
Council Member	Kelly Stearns	12/31/2025
Appointed Officials		
City Manager		David A. Jones
Assistant City Manager		Mike Schrock
Director of Administrative Services		Jennifer Sease
City Clerk		Michelle Yuska
Community Development Director		Eric Jensen
Economic Development Director		Derek Lord
Fire Chief		Vance Swisher
Library Director		Sam Mitchel
Parks and Recreation Director		Nick Lenox
Police Chief		Darius Potts
Public Works Director		Mark Mueller

Financial Section



Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council
City of Ankeny, Iowa

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ankeny, Iowa, (City) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ankeny, Iowa, as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the other required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining nonmajor fund financial statements, capital asset schedules, and the schedule of expenditures of federal awards, as required by Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining nonmajor fund financial statements, capital asset schedules, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the Annual Comprehensive Financial Report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 13, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

The image shows a handwritten signature in cursive script that reads "Eide Bailly LLP".

Dubuque, Iowa
December 13, 2024

Management's Discussion and Analysis

As management of the City of Ankeny, we offer readers of the City of Ankeny's financial statements this narrative overview and analysis of the financial activities of the City of Ankeny for the fiscal year ended June 30, 2024. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the Introductory Section at the front of this report.

Financial Highlights

- The assets and deferred outflows of resources of the City of Ankeny exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$616,972,870 (net position). Of this amount, \$103,496,455 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors. For the fiscal year ended June 30, 2023, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$576,029,521. Of this amount, \$93,194,673 was unrestricted.
- The government's total net position increased by \$40,943,350 during the fiscal year ended June 30, 2024. Governmental activities increased \$25,396,103 and business-type activities increased \$15,547,247. For fiscal year ended June 30, 2023, total net position increased \$40,572,046. Governmental activities increased \$22,156,979 and business-type activities increased by \$18,415,067.
- As of the close of the current fiscal year, the City of Ankeny's governmental funds reported combined ending fund balances of \$91,747,524, an increase of \$5,627,850 in comparison with the prior year. As of the close of the fiscal year June 30, 2023, governmental funds reported combined ending fund balances of \$86,119,674.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$39,186,475 or 85.5 percent of total general fund expenditures. The unassigned fund balance for the general fund as of June 30, 2023 was \$36,375,146 or 85.5 percent of total general fund expenditures.
- The City of Ankeny's total debt increased by \$6,847,335 (5.6 percent) during the current fiscal year. Total debt for fiscal year June 30, 2023, decreased by \$3,397,643 (2.7 percent).

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City of Ankeny's finances, in a manner similar to private-sector business.

The *statement of net position* presents information on all of the City of Ankeny's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Ankeny is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include public safety, health and social services, culture and recreation, public works, community and economic development, general government, and interest on long-term debt. The business type activities of the City include solid waste, water, sewer, storm water and Otter Creek golf course.

The government-wide financial statements include the City of Ankeny itself (known as the *primary government*). The financial statements also include the following blended component units: Ankeny Sports Complex Foundation and Friends of the Ankeny Library. These component units, although legally separate entities, are included in the City's reporting entity because of their significant operational or financial relationship with the City.

The government-wide financial statements are on pages 26-27 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Ankeny, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Ankeny can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide level, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Ankeny maintains twenty-one individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for the general fund, debt service fund, road use tax fund, tax increment financing fund and capital projects fund, all of which are considered major funds. Data for the other sixteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* elsewhere in this report.

The basic governmental fund financial statements can be found on pages 28-31 of this report.

Proprietary funds. The City of Ankeny maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for solid waste, water, sewer, storm water and Otter Creek golf course activities. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City of Ankeny uses internal service funds to account for vehicle maintenance, risk management, vehicle replacement, energy efficiency projects, economic development incentives and employee benefits. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The enterprise fund financial statements provide separate information for the water fund, sewer fund and storm water fund, all of which are considered to be major funds of the City of Ankeny. Data for the other two enterprise funds are combined into a single, aggregated presentation. Conversely, all internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds and the nonmajor enterprise funds are provided in the form of *combining statements* elsewhere in this report.

The basic proprietary fund financial statements can be found on pages 32-34 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements are found on pages 35-69 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City of Ankeny, including the Budgetary Comparison Schedule and the City's proportionate share of the net pension liability and related contributions for both Iowa Public Employees' Retirement System (IPERS) and Municipal Fire and Police Retirement System of Iowa (MFPRSI), and the City's other post-employment benefit plan. Required supplementary information can be found on pages 70-85 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds, nonmajor enterprise funds and internal service funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 87-98 of this report. Statistical information related to the City can be found on pages 103-127.

Government-wide Financial Analysis

As noted earlier, net position may serve as a useful indicator of a government's financial position. In the case of the City of Ankeny, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$616,972,870 at the close of the most recent fiscal year.

By far the largest portion of the City's net position (79.3 percent) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to the citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Net Position (000's)

	Governmental Activities		Business-Type Activities		Total	
	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>
Current assets	\$ 178,284	\$ 168,225	\$ 68,666	\$ 57,934	\$ 246,950	\$ 226,159
Noncurrent assets:						
Restricted cash and cash equivalents	-	-	3,503	2,347	3,503	2,347
Leases	780	-	972	-	1,752	-
Capital assets	362,775	345,666	244,093	232,332	606,868	577,998
Total assets	<u>541,839</u>	<u>513,891</u>	<u>317,234</u>	<u>292,613</u>	<u>859,073</u>	<u>806,504</u>
Deferred outflows of resources	11,750	9,142	934	666	12,684	9,808
Current liabilities	33,417	32,598	9,563	9,869	42,980	42,467
Noncurrent liabilities	110,290	110,848	36,332	26,461	146,622	137,309
Total liabilities	<u>143,707</u>	<u>143,446</u>	<u>45,895</u>	<u>36,330</u>	<u>189,602</u>	<u>179,776</u>
Deferred inflows of resources	64,205	59,307	976	1,199	65,181	60,506
Net investment in capital assets	286,084	255,706	203,113	200,201	489,197	455,907
Restricted	21,211	24,987	3,069	1,941	24,280	26,928
Unrestricted	38,381	39,587	65,115	53,608	103,496	93,195
Total net position	<u>\$ 345,676</u>	<u>\$ 320,280</u>	<u>\$ 271,297</u>	<u>\$ 255,750</u>	<u>\$ 616,973</u>	<u>\$ 576,030</u>

An additional portion of the City's net position (3.9 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$103,496,455) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all reported categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

The government's net position increased by \$40,943,350 during the current fiscal year, which is a combination of a \$25,396,103 increase in governmental activities net position and an increase of \$15,547,247 in business-type activities net position.

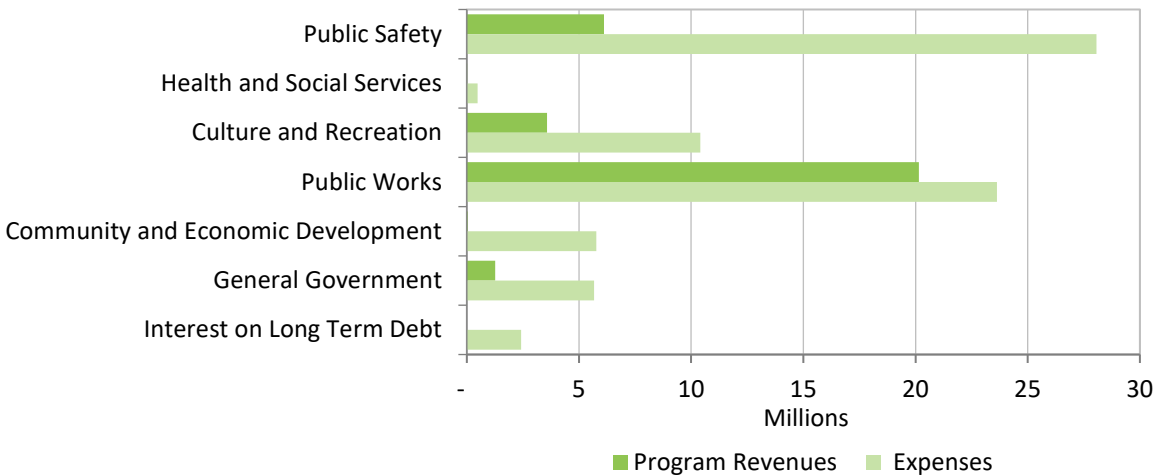
Changes in Net Position (000's)						
	Governmental Activities		Business-Type Activities		Total	
	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>
Revenues:						
Program revenues:						
Charges for services	\$ 11,971	\$ 11,348	\$ 45,677	\$ 43,308	\$ 57,648	\$ 54,656
Operating grants and contributions	11,850	11,334	-	-	11,850	11,334
Capital grants and contributions	7,331	6,902	4,799	11,469	12,130	18,371
General revenues:						
Property taxes	57,479	54,893	-	-	57,479	54,893
Other taxes	4,368	4,376	-	-	4,368	4,376
Interest	7,473	4,544	532	265	8,005	4,809
Other	476	218	1,325	1,393	1,801	1,611
Total revenues	<u>100,948</u>	<u>93,615</u>	<u>52,333</u>	<u>56,435</u>	<u>153,281</u>	<u>150,050</u>
Expenses:						
Public safety	28,065	28,881	-	-	28,065	28,881
Health and social services	474	398	-	-	474	398
Culture and recreation	10,401	9,909	-	-	10,401	9,909
Public works	23,635	21,344	-	-	23,635	21,344
Community and economic development	5,778	5,104	-	-	5,778	5,104
General government	5,673	4,632	-	-	5,673	4,632
Interest on long-term debt	2,425	2,019	-	-	2,425	2,019
Solid waste	-	-	1,428	1,072	1,428	1,072
Water	-	-	16,472	15,104	16,472	15,104
Sewer	-	-	12,849	15,519	12,849	15,519
Storm water	-	-	2,868	3,510	2,868	3,510
Otter Creek golf course	-	-	2,270	1,986	2,270	1,986
Total expenses	<u>76,451</u>	<u>72,287</u>	<u>35,887</u>	<u>37,191</u>	<u>112,338</u>	<u>109,478</u>
Excess before transfers	24,497	21,328	16,446	19,244	40,943	40,572
Transfers	899	829	(899)	(829)	-	-
Changes in net position	<u>25,396</u>	<u>22,157</u>	<u>15,547</u>	<u>18,415</u>	<u>40,943</u>	<u>40,572</u>
Net position, beginning of year ⁽¹⁾	<u>320,280</u>	<u>298,122</u>	<u>255,750</u>	<u>237,335</u>	<u>576,030</u>	<u>535,457</u>
Net position, ending	<u>\$ 345,676</u>	<u>\$ 320,280</u>	<u>\$ 271,297</u>	<u>\$ 255,750</u>	<u>\$ 616,973</u>	<u>\$ 576,030</u>

Governmental activities. Governmental activities increased the City's net position by \$25,396,103 thereby accounting for 62 percent of the total improvement in net position. Key elements of this increase are as follows:

- Property taxes increased by \$2,585,839 (4.7 percent) during the year. This increase is attributable to property valuation growth.
- Interest increased by \$2,928,654 (64.4 percent) during the year resulting from increased investment yields due to the Federal Reserve increasing the federal funds rate, rising inflation, and other economic factors.

The change in net position due to program activities is represented as follows:

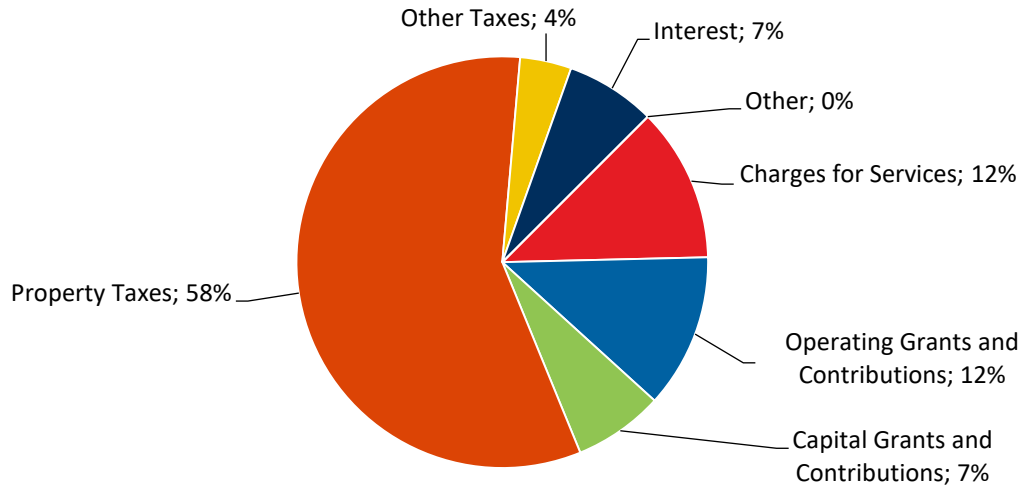
Expenses and Program Revenues: Governmental Activities



Expenses are higher than revenues for all programs due to the fact that many of the governmental activities are supported by general governmental revenues including property taxes, other taxes and interest income.

Revenues for the governmental activities are derived as follows:

Revenues by Source: Governmental Activities



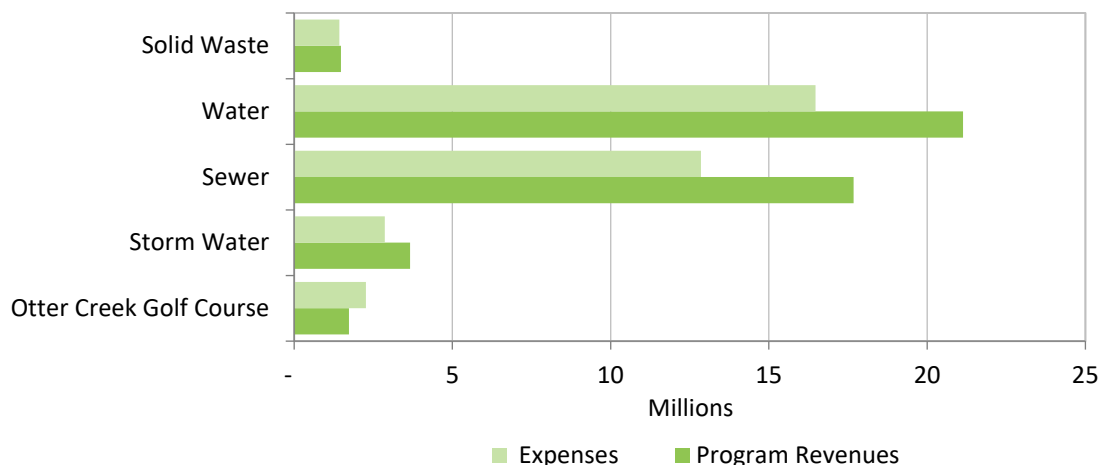
Business-type activities. Business-type activities increased the City's net position by \$15,547,247, accounting for 38 percent of the total improvement in the government's net position. Key elements of this increase are as follows:

- The water fund had a large increase in net position, with revenues exceeding expenses by \$6.02 million. Water usage rates increased 8 percent and water availability rates increased 4 percent effective April 1, 2023.
- The sewer fund had a large increase in net position, with revenues exceeding expenses by over \$6.5 million. Despite no change to the sewer usage and availability rates, the net position was positive due to the early pay off of debt in prior years and the timing of capital projects.

The enterprise funds continue to see growth in the number of customers annually, but the majority of the increases in revenue are related to water rate increases.

The change in net position due to program activities is represented as follows:

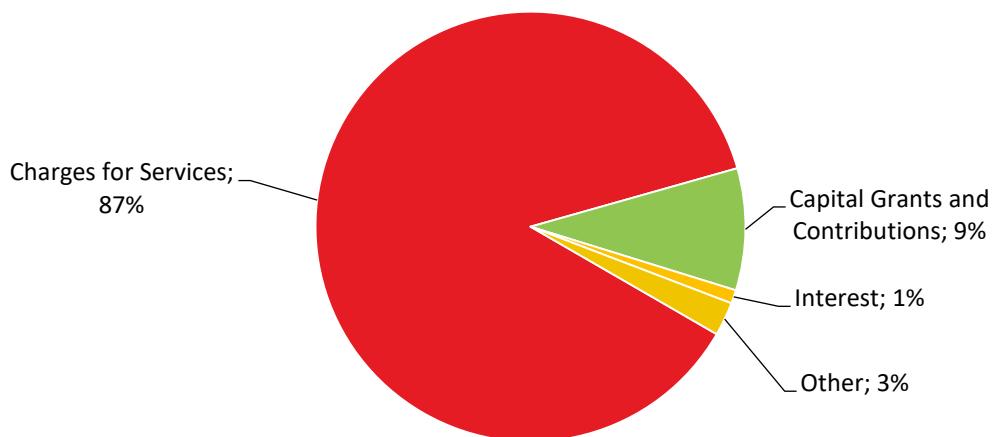
Expenses and Program Revenues: Business-Type Activities



Program revenues exceeded expenses for solid waste, water, sewer, and storm water and conversely expenses exceeded program revenues for Otter Creek Golf Course. This graph reflects the fact that the business-type activities are operated in a business-like manner and are intended to be self-supporting through service charges.

Revenues for the business-type activities are derived as follows:

Revenues by Source: Business-Type Activities



Financial Analysis of the Governmental Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal and managerial requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing

requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the City's Council.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$91,747,524, an increase of \$5,627,850 in comparison with the prior year. Of this total amount, \$2,218 is *nonspendable*, which is inventory in a nonspendable form, and \$39,186,475 constitutes *unassigned fund balance*, which is available for spending at the government's discretion. The remainder of the fund balance, \$52,558,831, is *restricted* to indicate that it is not available for spending because it can only be spent for the specific purposes stipulated by external resource providers, by constitution or by enabling legislation.

The general fund is the chief operating fund of the City. At the end of the current fiscal year, the total fund balance reached \$39,288,229. As a measure of the general fund's liquidity, it may be useful to compare total fund balance to total expenditures. Total fund balance represents 85.7 percent of total general fund expenditures.

The fund balance of the City's general fund increased by \$2,505,352 (6.8 percent) during the current fiscal year. The general fund saw an increase in property taxes, intergovernmental, charges for services, and use of money and property. The most significant changes are related to the following:

- The general fund property tax levy rate increased \$.0498 for fiscal year 2024 and property tax valuations remained strong at 4.6 percent growth, resulting in an increase of \$1,514,479 in property taxes collected.
- Use of money and property increased by \$1,704,354 due mainly to the spike in the yields of the investments purchased for the general fund.

In comparison to a 6.4 percent increase in revenues, general fund expenditures increased 7.8 percent. The majority of general fund expenditures are for salaries and related employee benefits. A significant factor to the increase in expenditures was the addition of full-time equivalent positions in police operations and emergency medical services of the general fund as well as merit and across-the-board cost of living increases.

The debt service fund had a total fund balance of \$2,110,344, all of which is restricted for the payment of debt service. The net increase in fund balance during the current year was \$201,763 (10.6 percent). The City reduced the debt service levy \$.05 in fiscal year 2024, the seventh consecutive year of decreases in this levy. This was offset by the increase in property tax valuation growth.

The road use tax fund had a total fund balance of \$10,481,832, all of which is restricted for the construction, maintenance and supervision of public streets. The net increase in fund balance during the current year was \$168,640 or 1.6 percent. Transfers to capital projects from this fund decreased nearly \$826,000 in fiscal year 2024.

The tax increment financing fund (TIF), a special revenue fund, had a total fund balance of \$3,322,467, all of which is restricted. The fund had an increase in fund balance of \$439,631 after transfers out of \$7,556,348 to the debt service fund. Property taxes collected in the special financing districts are generally transferred from the tax increment financing fund to other funds to cover bonded debt, other loans, advances and development agreements used to finance infrastructure improvements in the tax increment financing districts.

The capital projects fund had a fund balance of \$32,354,475, all of which is restricted. The fund had an increase in fund balance of \$1,043,775. The increase was attributable to the timing of capital project expenditures.

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

- Total net position of the water fund at the end of current year was \$88,181,098 with \$55,842,413 net investment in capital assets, \$3,069,450 restricted for debt service and \$29,269,235 in unrestricted net position. This represents an increase in net position of \$6,020,541.
- Total net position of the sewer fund at the end of the current year was \$133,875,996, with \$106,048,661 net investment in capital assets and \$27,827,335 in unrestricted net position. This represents an increase in net position of \$6,504,529.
- The net position of the storm water fund at the end of the current year was \$42,160,830, with \$37,392,283 net investment in capital assets and \$4,768,547 in unrestricted net position. This represents an increase in net position of \$2,372,534.

Other factors concerning the finances of these funds have already been addressed in the discussion of the City of Ankeny's business-type activities.

General Fund Budgetary Highlights

The City adopts an annual appropriated budget for its general fund. Differences between the original budget and the final amended budget for the general fund can be summarized as follows:

- The total original revenue budget of \$45,242,433 was increased to \$47,212,786, an increase of \$1,970,353. Amended revenues included increases in hotel/motel taxes, utility franchise taxes and interest income.
- The total original expenditure budget of \$45,575,192 was increased to \$46,794,274, an increase of \$1,219,082. Amended expenditures included increases related to inflation (e.g. cost of goods and services), public safety overtime, facility repairs and maintenance and vehicle repairs and maintenance.

Differences between the final amended budget and the actual results for the general fund can be summarized as follows:

- The actual revenue results of \$48,493,748 were more than the final amended budget of \$47,212,786 by \$1,280,962. The most significant variances were attributed to higher than anticipated revenues for building permits, interest income, and aquatic center admissions.
- The actual expenditure results of \$42,720,712 were less than the final amended budget of \$46,794,274 by \$4,073,562. The most significant variances were due to police officer vacancies and staffing changes in the fire department.

Capital Assets and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business-type activities was \$863,722,205, before accumulated depreciation, in fiscal year 2024 and \$816,353,952 for fiscal year 2023. This amount represents a net increase, including additions and deletions, of \$47,368,253 and \$55,940,441, respectively. The value of these capital assets, net of depreciation at June 30, 2024 and 2023, is depicted below. The investment in capital assets includes land, construction in progress, other improvements, infrastructure, buildings, machinery and equipment, lease equipment, subscriptions, and furniture and fixtures. All required infrastructure has been recorded for the governmental and business-type activities.

Capital Assets (000's)
(net of depreciation)

	Governmental Activities		Business-Type Activities		Total	
	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>
Land	\$ 11,027	\$ 11,022	\$ 2,196	\$ 2,157	\$ 13,223	\$ 13,179
Construction in progress	49,591	32,548	30,696	19,032	80,287	51,580
Other improvements	21,208	23,094	86	93	21,294	23,187
Infrastructure	228,449	224,168	207,299	206,841	435,748	431,009
Buildings	47,775	50,507	2,495	2,640	50,270	53,147
Machinery and equipment	3,946	3,547	1,321	1,568	5,267	5,115
Lease equipment	766	747	-	-	766	747
Subscriptions	13	32	-	-	13	32
Total capital assets	<u>\$ 362,775</u>	<u>\$ 345,665</u>	<u>\$ 244,093</u>	<u>\$ 232,331</u>	<u>\$ 606,868</u>	<u>\$ 577,996</u>

Major capital asset events during the current fiscal year included the following:

- Expended over \$5.4 million on the reconstruction of NE Delaware Avenue between NE 5th Street and NE 18th Street from a two-lane rural roadway to a four-lane divided urban street. The project included left turn lanes, new traffic signals, fiber optic interconnect, and utility improvements.
- Expended \$3.2 million on the reconstruction of NW 18th Street from NW Ash Drive to North Ankeny Boulevard. The project included street, storm sewer and sidewalk improvements.
- Expended over \$2.9 million to install sanitary sewer for the Four Mile Creek Trunk Sewer project. This project has become necessary due to the recent development and annexations north of NE 54th Street.

Additional information can be found on the City's capital assets in Note 4 on pages 48-49 of this report.

Long-term debt. At the end of the current fiscal year, the City of Ankeny had total bonded debt and notes outstanding of \$128,627,429. Of this amount, \$100,260,000 comprises debt backed by the full faith and credit of the government. The remainder of the City of Ankeny's debt represents bonds secured solely by specified revenue sources (i.e., revenue bonds), subscriptions payable and leases payable.

Outstanding Debt (000's)

	Governmental Activities		Business-Type Activities		Total	
	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>
General obligation bonds	\$ 93,840	\$ 96,553	\$ 8,787	\$ 9,557	\$ 102,627	\$ 106,110
Capital loan notes	8,930	10,746	13,417	5,131	22,347	15,877
Revenue bonds	-	-	15,847	12,859	15,847	12,859
Subscription agreements	10	33	-	-	10	33
Lease agreements	725	736	-	-	725	736
Total outstanding debt	<u>\$ 103,505</u>	<u>\$ 108,068</u>	<u>\$ 38,051</u>	<u>\$ 27,547</u>	<u>\$ 141,556</u>	<u>\$ 135,615</u>

The City's total net debt increased by \$5,941,441 (4.4 percent) during the current fiscal year. The decrease of \$5,298,457 (4.5 percent) in the general obligation bonds and general capital loan notes is due to a reduction in borrowing for capital projects through the use of road use tax funds. The revenue bonds and revenue capital loan notes increased by \$11,274,231 (62.7 percent) due to the issuance of debt for construction of water system infrastructure. Lease agreements decreased by \$11,108 and subscription agreements decreased by \$23,225.

Iowa statute limits the amount of general obligation debt a government may issue to five percent of its total assessed valuation of all taxable property in the City of Ankeny. The current debt limitation for the City is \$416,454,920. With outstanding general obligation debt of \$92,095,000 and capital loan notes of \$8,165,000, the City had utilized 24.1 percent of the debt limit as of June 30, 2024.

The City maintains an Aa1 rating for general obligation debt not subject to annual appropriation and general obligation debt subject to annual appropriation is an Aa2. These ratings were assigned by Moody's Investors Service.

Additional information on the City's long-term debt can be found in Note 7 on pages 51-54 of this report.

Economic Factors and Next Year's Budgets and Rates

- In calendar year 2023, the City issued 615 residential permits, reflecting a decrease from 818 in 2022.
- Commercial construction decreased in calendar year 2023 with 26 permits compared to 34 in 2022.
- The City's taxable valuation has increased at an average of 7.4 percent per year over the last five years, including an increase of 4.6 percent for fiscal year 2024.

All of these factors were considered in preparing the City of Ankeny's budget for fiscal year 2025. The fiscal year 2025 budget included total revenues of \$168,130,065 up from the original fiscal year 2024 budget of \$158,770,387, representing a 5.9 percent increase. The increase in revenue is attributable to some of the major revenue sources, most notably property taxes, use of money and property, and service charges. In addition, the fiscal year 2025 budget included an increase in expenditures from the original fiscal year 2024 budget of \$181,044,495 to \$183,835,065, an increase of 1.5 percent. The increase is partly attributable to the addition of public safety personnel and increases in capital outlay.

The City's property tax rate for fiscal year 2025 remained at \$9.90 per \$1,000 of taxable property valuation. Ankeny's property tax rate is the lowest of any city with a population of 5,000 or more in the Des Moines metro. Within the overall property tax levy, the general levy will decrease \$0.18067, the aviation authority levy will decrease \$0.01514 and a new employee benefits levy of \$0.19581 will be added. The debt service levy will remain unchanged.

Requests for Information

This financial report is designed to provide a general overview of the City of Ankeny's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Ankeny, Finance Department, 410 West First Street, Ankeny, Iowa 50023. Additional information is also available on the City's website at www.ankenyiowa.gov.

City of Ankeny, Iowa
Statement of Net Position
June 30, 2024

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets			
Current assets:			
Cash and cash equivalents	\$ 75,468,874	\$ 61,771,789	\$ 137,240,663
Investments	31,700,134	-	31,700,134
Receivables:			
Interest	1,443,423	54,086	1,497,509
Taxes	63,147,155	-	63,147,155
Accounts	1,161,575	5,312,793	6,474,368
Special assessments	2,464,524	26,439	2,490,963
Intergovernmental	2,788,975	951,543	3,740,518
Leases	146,611	31,246	177,857
Prepaid expenses	130,332	-	130,332
Inventory	246,505	103,669	350,174
Internal balances	(414,134)	414,134	-
Total current assets	<u>178,283,974</u>	<u>68,665,699</u>	<u>246,949,673</u>
Noncurrent assets:			
Restricted cash and cash equivalents	-	3,503,274	3,503,274
Leases	779,775	971,595	1,751,370
Capital assets:			
Land	11,026,721	2,195,894	13,222,615
Construction-in-progress	49,590,657	30,695,767	80,286,424
Depreciable assets, net of accumulated depreciation	<u>302,157,383</u>	<u>211,201,533</u>	<u>513,358,916</u>
Total capital assets	<u>362,774,761</u>	<u>244,093,194</u>	<u>606,867,955</u>
Total noncurrent assets	<u>363,554,536</u>	<u>248,568,063</u>	<u>612,122,599</u>
Total assets	<u>541,838,510</u>	<u>317,233,762</u>	<u>859,072,272</u>
Deferred Outflows of Resources			
Pension related deferred outflows	11,238,164	865,311	12,103,475
OPEB related deferred outflows	<u>511,677</u>	<u>68,881</u>	<u>580,558</u>
Total deferred outflows of resources	<u>11,749,841</u>	<u>934,192</u>	<u>12,684,033</u>
Liabilities			
Current liabilities:			
Accounts payable	6,509,380	4,041,574	10,550,954
Accrued wages	1,536,183	208,613	1,744,796
Compensated absences payable	1,659,144	296,624	1,955,768
Claims payable	395,000	-	395,000
Retainage payable	453,238	417,295	870,533
Customers deposits	-	433,824	433,824
Bonds and capital loan notes interest payable	340,071	94,207	434,278
Subscription interest payable	24	-	24
Lease interest payable	22,625	-	22,625
Bonds and capital loan notes payable, net of unamortized discount/premium	22,104,955	4,062,614	26,167,569
Subscription agreements	3,220	-	3,220
Lease agreements	233,908	-	233,908
Unearned revenue	63,200	(4,310)	58,890
OPEB liability	<u>95,732</u>	<u>12,887</u>	<u>108,619</u>
Total current liabilities	<u>33,416,680</u>	<u>9,563,328</u>	<u>42,980,008</u>
Noncurrent liabilities:			
Compensated absences payable	708,090	227,005	935,095
Bonds and capital loan notes payable, net of unamortized discount/premium	80,665,067	33,989,115	114,654,182
Subscription agreements	6,763	-	6,763
Lease agreements	490,783	-	490,783
Net pension liability	25,890,492	1,774,928	27,665,420
OPEB liability	<u>2,529,318</u>	<u>340,491</u>	<u>2,869,809</u>
Total noncurrent liabilities	<u>110,290,513</u>	<u>36,331,539</u>	<u>146,622,052</u>
Total liabilities	<u>143,707,193</u>	<u>45,894,867</u>	<u>189,602,060</u>
Deferred Inflows of Resources			
Leases related deferred inflows	924,553	931,500	1,856,053
Pension related deferred inflows	53,569	7,325	60,894
OPEB related deferred inflows	275,505	37,088	312,593
Succeeding year property tax	<u>62,951,834</u>	<u>-</u>	<u>62,951,834</u>
Total deferred inflows of resources	<u>64,205,461</u>	<u>975,913</u>	<u>65,181,374</u>
Net Position			
Net investment in capital assets	286,083,484	203,112,746	489,196,230
Restricted for:			
Debt service	3,450,920	3,069,450	6,520,370
Capital projects	1,370,103	-	1,370,103
Community and economic development	3,321,464	-	3,321,464
Culture and recreation	934,768	-	934,768
Public safety	1,572,646	-	1,572,646
Public works	10,560,834	-	10,560,834
Unrestricted	<u>38,381,477</u>	<u>65,114,978</u>	<u>103,496,455</u>
Total net position	<u>\$ 345,675,696</u>	<u>\$ 271,297,174</u>	<u>\$ 616,972,870</u>

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Statement of Activities
For the Year Ended June 30, 2024

					Net (Expense) Revenue and Changes in Net Position		
Programs/Functions	Expenses	Program Revenues			Primary Government		Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	
Primary government:							
Governmental activities:							
Public safety	\$ 28,064,907	\$ 5,118,034	\$ 1,002,218	\$ -	\$ (21,944,655)	\$ -	\$ (21,944,655)
Health and social services	473,913	2,611	3,409	-	(467,893)	-	(467,893)
Culture and recreation	10,401,085	3,333,854	236,401	-	(6,830,830)	-	(6,830,830)
Public works	23,634,762	2,886,547	9,936,098	7,330,781	(3,481,336)	-	(3,481,336)
Community and economic development	5,777,654	42,300	-	-	(5,735,354)	-	(5,735,354)
General government	5,673,162	587,795	671,532	-	(4,413,835)	-	(4,413,835)
Interest on long-term debt	2,425,510	-	-	-	(2,425,510)	-	(2,425,510)
Total governmental activities	76,450,993	11,971,141	11,849,658	7,330,781	(45,299,413)	-	(45,299,412)
Business-type activities:							
Solid waste	1,428,086	1,478,708	-	-	-	50,622	50,622
Water	16,472,454	21,134,920	-	1,500,853	-	6,163,319	6,163,319
Sewer	12,848,550	17,672,333	-	2,105,977	-	6,929,760	6,929,760
Storm water	2,867,833	3,662,848	-	1,192,074	-	1,987,089	1,987,089
Otter Creek golf course	2,269,638	1,728,191	-	-	-	(541,447)	(541,447)
Total business-type activities	35,886,561	45,677,000	-	4,798,904	-	14,589,343	14,589,343
Total primary government	\$ 112,337,554	\$ 57,648,141	\$ 11,849,658	\$ 12,129,685	(45,299,413)	14,589,343	(30,710,070)
General revenues:							
Taxes:							
Property taxes					57,478,950	-	57,478,950
Hotel/motel taxes					2,283,804	-	2,283,804
Cable franchise taxes					173,548	-	173,548
Mobile home taxes					28,010	-	28,010
Utility tax replacement					310,651	-	310,651
Utility franchise taxes					1,572,333	-	1,572,333
Interest					7,473,071	532,163	8,005,234
Other					475,746	1,325,144	1,800,890
Transfers					899,403	(899,403)	-
Total general revenues and transfers					70,695,516	957,904	71,653,420
Changes in net position					25,396,103	15,547,247	40,943,350
Net position, beginning of year					320,279,594	255,749,927	576,029,521
Net position, ending					\$ 345,675,696	\$ 271,297,174	\$ 616,972,870

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Balance Sheet
Governmental Funds
June 30, 2024

	General	Debt Service	Road Use Tax	Tax Increment Financing	Capital Projects	Nonmajor Governmental Funds	Total Governmental Funds
Assets							
Cash and cash equivalents	\$ 17,988,778	\$ 2,085,242	\$ 10,124,517	\$ 3,369,937	\$ 25,956,973	\$ 4,142,563	\$ 63,668,010
Investments	21,851,540	-	-	-	9,848,594	-	31,700,134
Receivables:							
Interest	1,020,116	-	-	3,493	418,513	434	1,442,556
Taxes	33,260,876	17,127,316	-	8,732,844	-	4,026,119	63,147,155
Accounts	1,092,142	-	1,176	-	42,854	4,743	1,140,915
Special assessments	667	-	-	-	-	2,463,857	2,464,524
Intergovernmental	977,457	773	777,943	-	1,002,866	7,935	2,766,974
Leases	877,518	-	-	48,868	-	-	926,386
Inventory	2,218	-	-	-	-	-	2,218
Total assets	<u>\$ 77,071,312</u>	<u>\$ 19,213,331</u>	<u>\$ 10,903,636</u>	<u>\$ 12,155,142</u>	<u>\$ 37,269,800</u>	<u>\$ 10,645,651</u>	<u>\$ 167,258,872</u>
Liabilities							
Accounts payable	\$ 2,011,253	\$ -	\$ 278,074	\$ -	\$ 4,009,628	\$ 11,656	\$ 6,310,611
Accrued wages	1,258,108	-	143,390	-	-	115,921	1,517,419
Retainage payable	-	-	-	-	453,238	-	453,238
Unearned revenue	-	-	-	63,200	-	-	63,200
Total liabilities	<u>3,269,361</u>	<u>-</u>	<u>421,464</u>	<u>63,200</u>	<u>4,462,866</u>	<u>127,577</u>	<u>8,344,468</u>
Deferred Inflows of Resources							
Leases	876,004	-	-	48,549	-	-	924,553
Property taxes	33,212,025	17,102,987	-	8,720,926	-	4,021,888	63,057,826
Unavailable revenues							
Special assessments	275	-	-	-	-	2,299,464	2,299,739
Other long-term receivables	425,418	-	340	-	452,459	6,546	884,763
Total deferred inflows of resources	<u>34,513,722</u>	<u>17,102,987</u>	<u>340</u>	<u>8,769,475</u>	<u>452,459</u>	<u>6,327,898</u>	<u>67,166,881</u>
Fund Balances							
Nonspendable	2,218	-	-	-	-	-	2,218
Restricted	99,536	2,110,344	10,481,832	3,322,467	32,354,475	4,190,176	52,558,831
Unassigned	39,186,475	-	-	-	-	-	39,186,475
Total fund balances	<u>39,288,229</u>	<u>2,110,344</u>	<u>10,481,832</u>	<u>3,322,467</u>	<u>32,354,475</u>	<u>4,190,176</u>	<u>91,747,524</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 77,071,312</u>	<u>\$ 19,213,331</u>	<u>\$ 10,903,636</u>	<u>\$ 12,155,142</u>	<u>\$ 37,269,800</u>	<u>\$ 10,645,651</u>	<u>\$ 167,258,873</u>

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Reconciliation of the Balance Sheet to the
Statement of Net Position
June 30, 2024

Fund balances--total governmental funds \$ 91,747,524

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Governmental capital assets:

Land	\$ 11,026,721	
Construction-in-progress	49,590,657	
Depreciable capital assets	459,658,414	
Accumulated depreciation	<u>(157,501,031)</u>	362,774,761

The assets and liabilities of internal service funds are included in the governmental activities in the statement of net position. Internal service fund net position:

Current assets	\$ 12,334,844	
Deferred outflows	97,597	
Internal balances	263,050	
Current liabilities	(633,448)	
Noncurrent liabilities	(224,401)	
Deferred inflows	<u>(4,321)</u>	11,833,321

Internal service funds allocated to business-type activities (793,017)

Other long-term assets are not available to pay for current period expenditures and, therefore, are recognized as deferred inflows of resources in the governmental funds:

Various funds - property tax receivable	\$ 105,992	
Various funds - special assessment receivable	2,299,738	
Various funds - intergovernmental receivable	681,006	
Various funds - accounts receivable	<u>203,756</u>	3,290,492

Pension and OPEB related deferred outflows of resources and deferred inflows of resources are not due and payable in the current year and, therefore, are not reported in the governmental funds, as follows:

Deferred outflows of resources	\$ 11,652,244	
Deferred inflows of resources	<u>(324,753)</u>	11,327,491

Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.

General obligation bonds and capital loan notes	\$ (92,368,333)	
Unamortized premium on general obligation bonds	(10,401,689)	
Subscription agreements liability	(9,983)	
Lease agreements liability	(724,691)	
OPEB liability	(2,591,218)	
Subscription and lease interest payable	(22,649)	
Bonds and capital loans interest payable	(340,071)	
Compensated absences	(2,342,414)	
Net pension liability	<u>(25,703,828)</u>	<u>(134,504,876)</u>

Net position of governmental activities \$ 345,675,696

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2024

	General Fund	Debt Service	Road Use Tax	Tax Increment Financing	Capital Projects	Nonmajor Governmental Funds	Total Governmental Funds
Revenues							
Property taxes	\$ 29,500,112	\$ 15,022,623	\$ -	\$ 10,354,774	\$ -	\$ 2,553,878	\$ 57,431,387
Other taxes and assessments	4,066,612	102,604	-	-	-	1,722,107	5,891,323
Licenses and permits	1,987,721	-	-	-	-	-	1,987,721
Intergovernmental	1,714,108	304,402	9,604,875	12,137	5,157,771	87,450	16,880,743
Charges for services	5,716,854	-	-	-	-	25,015	5,741,869
Use of money and property	5,159,570	273,368	540,503	385,877	1,559,438	84,463	8,003,219
Miscellaneous	759,800	-	7,168	20,766	2,339,930	91,010	3,218,674
Total revenues	<u>48,904,777</u>	<u>15,702,997</u>	<u>10,152,546</u>	<u>10,773,554</u>	<u>9,057,139</u>	<u>4,563,923</u>	<u>99,154,936</u>
Expenditures							
Current operating:							
Public safety	26,430,294	-	-	-	-	2,769,805	29,200,099
Health and social services	434,771	-	-	-	-	-	434,771
Culture and recreation	8,927,533	-	-	-	-	73,511	9,001,044
Public works	1,769,263	-	8,469,508	-	-	-	10,238,771
Community and economic development	2,972,841	-	-	2,777,575	-	-	5,750,416
General government	5,324,955	-	-	-	-	-	5,324,955
Debt service:							
Principal	-	19,055,666	-	-	-	-	19,055,666
Interest and other charges	-	4,175,266	-	-	-	-	4,175,266
Bond issuance costs	-	-	-	-	198,783	-	198,783
Capital projects	-	-	-	-	27,751,797	-	27,751,797
Total expenditures	<u>45,859,657</u>	<u>23,230,932</u>	<u>8,469,508</u>	<u>2,777,575</u>	<u>27,950,580</u>	<u>2,843,316</u>	<u>111,131,568</u>
Excess (deficiency) of revenues over (under) expenditures	<u>3,045,120</u>	<u>(7,527,935)</u>	<u>1,683,038</u>	<u>7,995,979</u>	<u>(18,893,441)</u>	<u>1,720,607</u>	<u>(11,976,632)</u>
Other financing sources (uses)							
Issuance of long-term debt	-	-	-	-	15,485,000	-	15,485,000
Premium on long-term debt	-	-	-	-	983,115	-	983,115
Lease financing	236,964	-	-	-	-	-	236,964
Transfers in	848,000	7,729,698	22,352	-	3,469,101	-	12,069,151
Transfers out	(1,624,732)	-	(1,536,750)	(7,556,348)	-	(451,919)	(11,169,748)
Total other financing sources (uses)	<u>(539,768)</u>	<u>7,729,698</u>	<u>(1,514,398)</u>	<u>(7,556,348)</u>	<u>19,937,216</u>	<u>(451,919)</u>	<u>17,604,482</u>
Net change in fund balances	2,505,352	201,763	168,640	439,631	1,043,775	1,268,688	5,627,850
Fund balances, beginning	<u>36,782,877</u>	<u>1,908,581</u>	<u>10,313,192</u>	<u>2,882,836</u>	<u>31,310,700</u>	<u>2,921,488</u>	<u>86,119,674</u>
Fund balances, ending	<u>\$ 39,288,229</u>	<u>\$ 2,110,344</u>	<u>\$ 10,481,832</u>	<u>\$ 3,322,467</u>	<u>\$ 32,354,475</u>	<u>\$ 4,190,176</u>	<u>\$ 91,747,524</u>

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances
to the Statement of Activities
For the Year Ended June 30, 2024

Net change in fund balances--total governmental funds		\$ 5,627,850
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets. This is the amount by which capital outlays exceeded depreciation in the current period:		
Capital outlay	\$ 26,743,791	
Depreciation expense	<u>(12,721,929)</u>	14,021,862
Governmental funds do not report capital assets and therefore do not report gains or losses on the disposal of those assets.		(61,146)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		(1,587,647)
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
Bond proceeds from issuances	\$ (15,485,000)	
Principal debt payments	19,055,666	
Premium on long-term debt	<u>(983,115)</u>	2,587,551
The current year employer share of IPERS and MFPRSI contributions are reported as expenditures in the governmental funds, but are reported as a deferred outflow of resources in the Statement of Net Position.		3,970,316
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. The following expenses did not require current financial resources:		
OPEB expenses	\$ (236,308)	
Compensated absences	(277,710)	
Subscription and leases	261,511	
Pension expense	(4,838,465)	
Amortization of bond discounts and premiums	1,941,349	
Adjustment to bond interest payable	<u>7,190</u>	(3,142,433)
Governmental funds do not report capital assets and therefore do not report the contribution of capital assets.		2,913,172
Internal service funds are used by management to charge costs of certain activities, such as vehicle and property maintenance, to individual funds. The net revenue (expense) of the internal service funds is reported with the governmental activities.		1,143,487
Change in internal service fund allocation to business-type activities.		<u>(76,909)</u>
Change in net position of governmental activities		<u><u>\$ 25,396,103</u></u>

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Statement of Net Position
Proprietary Funds
June 30, 2024

					Governmental Activities- Internal Service Funds	
	Water	Sewer	Storm Water	Nonmajor Enterprise Funds	Totals	
Assets						
Current assets:						
Cash and cash equivalents	\$ 27,421,292	\$ 26,443,415	\$ 4,953,558	\$ 2,953,524	\$ 61,771,789	\$ 11,800,864
Receivables:						
Interest	10,409	43,677	-	-	54,086	867
Accounts	2,562,083	2,079,482	456,272	214,956	5,312,793	20,660
Special assessments	3,194	22,402	538	305	26,439	-
Intergovernmental	949,895	69	12	1,567	951,543	22,001
Leases	1,002,841	-	-	-	1,002,841	-
Prepaid expenses	-	-	-	-	-	130,332
Inventory	19,734	-	-	83,935	103,669	244,287
Due from other funds	-	-	-	-	-	115,833
Total current assets	<u>31,969,448</u>	<u>28,589,045</u>	<u>5,410,380</u>	<u>3,254,287</u>	<u>69,223,160</u>	<u>12,334,844</u>
Noncurrent assets:						
Restricted cash and cash equivalents	3,503,274	-	-	-	3,503,274	-
Advances to other funds	-	-	-	-	-	263,050
Capital assets:						
Land	634,894	563,233	11,825	985,942	2,195,894	-
Construction-in-progress	23,617,128	6,351,340	727,299	-	30,695,767	-
Depreciable assets, net of accumulated depreciation	<u>62,840,991</u>	<u>100,818,534</u>	<u>44,698,561</u>	<u>2,843,447</u>	<u>211,201,533</u>	<u>130,624</u>
Total capital assets	<u>87,093,013</u>	<u>107,733,107</u>	<u>45,437,685</u>	<u>3,829,389</u>	<u>244,093,194</u>	<u>130,624</u>
Total noncurrent assets	<u>90,596,287</u>	<u>107,733,107</u>	<u>45,437,685</u>	<u>3,829,389</u>	<u>247,596,468</u>	<u>393,674</u>
Total assets	<u>122,565,735</u>	<u>136,322,152</u>	<u>50,848,065</u>	<u>7,083,676</u>	<u>316,819,628</u>	<u>12,728,518</u>
Deferred Outflows of Resources						
Pension related deferred outflows	297,701	253,275	129,099	185,236	865,311	91,002
OPEB related deferred outflows	<u>24,977</u>	<u>20,295</u>	<u>9,892</u>	<u>13,717</u>	<u>68,881</u>	<u>6,595</u>
Total deferred outflows of resources	<u>322,678</u>	<u>273,570</u>	<u>138,991</u>	<u>198,953</u>	<u>934,192</u>	<u>97,597</u>
Liabilities						
Current liabilities:						
Accounts payable	2,289,551	1,258,578	271,228	222,217	4,041,574	198,769
Accrued wages	61,352	51,588	28,483	67,190	208,613	18,764
Compensated absences payable	121,879	117,191	36,074	21,480	296,624	19,681
Claims payable	-	-	-	-	-	395,000
Retainage payable	253,966	157,053	6,276	-	417,295	-
Customer deposits	433,824	-	-	-	433,824	-
Bonds and capital loan note interest payable	68,138	1,274	24,795	-	94,207	-
Due to other funds	-	-	60,363	55,470	115,833	-
Bonds and capital loan notes payable, net of unamortized discount or premium	2,402,387	79,119	1,581,108	-	4,062,614	-
Unearned revenue	(4,310)	-	-	-	(4,310)	-
OPEB liability	<u>4,673</u>	<u>3,797</u>	<u>1,851</u>	<u>2,566</u>	<u>12,887</u>	<u>1,234</u>
Total current liabilities	<u>5,631,460</u>	<u>1,668,600</u>	<u>2,010,178</u>	<u>368,923</u>	<u>9,679,161</u>	<u>633,448</u>
Noncurrent liabilities:						
Compensated absences payable	98,257	63,407	-	65,341	227,005	5,139
Advances from other funds	-	-	157,634	105,416	263,050	-
Bonds and capital loan notes payable, net of unamortized discount or premium	27,296,018	354,808	6,338,289	-	33,989,115	-
Net pension liability	610,644	519,518	264,809	379,957	1,774,928	186,664
OPEB liability	<u>123,467</u>	<u>100,322</u>	<u>48,897</u>	<u>67,805</u>	<u>340,491</u>	<u>32,598</u>
Total noncurrent liabilities	<u>28,128,386</u>	<u>1,038,055</u>	<u>6,809,629</u>	<u>618,519</u>	<u>36,594,589</u>	<u>224,401</u>
Total liabilities	<u>33,759,846</u>	<u>2,706,655</u>	<u>8,819,807</u>	<u>987,442</u>	<u>46,273,750</u>	<u>857,849</u>
Deferred Inflows of Resources						
Lease related deferred inflows	931,500	-	-	-	931,500	-
Pension related deferred inflows	2,520	2,144	1,093	1,568	7,325	770
OPEB related deferred inflows	<u>13,449</u>	<u>10,927</u>	<u>5,326</u>	<u>7,386</u>	<u>37,088</u>	<u>3,551</u>
Total deferred inflows of resources	<u>947,469</u>	<u>13,071</u>	<u>6,419</u>	<u>8,954</u>	<u>975,913</u>	<u>4,321</u>
Net Position						
Net investment in capital assets	55,842,413	106,048,661	37,392,283	3,829,389	203,112,746	130,624
Restricted for:						
Debt service	3,069,450	-	-	-	3,069,450	-
Unrestricted	<u>29,269,235</u>	<u>27,827,335</u>	<u>4,768,547</u>	<u>2,456,844</u>	<u>64,321,960</u>	<u>11,833,321</u>
Total net position	<u>\$ 88,181,098</u>	<u>\$ 133,875,996</u>	<u>\$ 42,160,830</u>	<u>\$ 6,286,233</u>	<u>270,504,156</u>	<u>\$ 11,963,945</u>
Adjustment to reflect the consolidation of internal service fund activities related to the enterprise funds.					<u>793,017</u>	
Net position of business-type activities					<u>\$ 271,297,173</u>	

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2024

	Water	Sewer	Storm Water	Nonmajor Enterprise Funds	Totals	Governmental Activities- Internal Service Funds
Operating revenues:						
Charges for services	\$ 21,134,920	\$ 17,672,333	\$ 3,662,848	\$ 3,206,899	\$ 45,677,000	\$ 8,288,454
Other	316,938	-	79,577	928,629	1,325,144	276,032
Total operating revenues	<u>21,451,858</u>	<u>17,672,333</u>	<u>3,742,425</u>	<u>4,135,528</u>	<u>47,002,144</u>	<u>8,564,486</u>
Operating expenses:						
Personal services	1,718,307	1,556,002	764,987	1,244,394	5,283,690	1,193,736
Contractual services	2,212,916	7,990,369	273,455	1,706,275	12,183,015	5,886,488
Operating supplies	10,163,468	210,465	466,165	498,680	11,338,778	789,172
Depreciation	1,772,966	3,108,243	1,232,092	250,947	6,364,248	58,092
Total operating expenses	<u>15,867,657</u>	<u>12,865,079</u>	<u>2,736,699</u>	<u>3,700,296</u>	<u>35,169,731</u>	<u>7,927,488</u>
Operating income	<u>5,584,201</u>	<u>4,807,254</u>	<u>1,005,726</u>	<u>435,232</u>	<u>11,832,413</u>	<u>636,998</u>
Nonoperating revenues (expenses):						
Interest earnings	130,817	104,332	166,196	130,818	532,163	506,489
Interest expense	(628,751)	(11,726)	(148,129)	(5,134)	(793,740)	-
Total nonoperating revenues (expenses)	<u>(497,934)</u>	<u>92,606</u>	<u>18,067</u>	<u>125,684</u>	<u>(261,577)</u>	<u>506,489</u>
Net income before contributions and transfers	5,086,267	4,899,860	1,023,793	560,916	11,570,836	1,143,487
Capital grants and contributions	1,500,853	2,105,977	1,192,074	-	4,798,904	-
Transfers in	1,754	1,026	156,667	11,818	171,264	-
Transfers out	(568,333)	(502,334)	-	-	(1,070,667)	-
Change in net position	<u>6,020,541</u>	<u>6,504,529</u>	<u>2,372,534</u>	<u>572,734</u>	<u>15,470,337</u>	<u>1,143,487</u>
Total net position, beginning	<u>82,160,557</u>	<u>127,371,467</u>	<u>39,788,296</u>	<u>5,713,499</u>		<u>10,820,458</u>
Total net position, ending	<u>\$ 88,181,098</u>	<u>\$ 133,875,996</u>	<u>\$ 42,160,830</u>	<u>\$ 6,286,233</u>		<u>\$ 11,963,945</u>
Adjustment to reflect the consolidation of internal service fund activities related to the enterprise funds.					<u>76,909</u>	
Change in net position of business-type activities					<u>\$ 15,547,246</u>	

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2024

					Governmental Activities- Internal Service Funds
	Water	Sewer	Storm Water	Nonmajor Enterprise Funds	Totals
Cash flows from operating activities					
Receipts from customers	\$ 21,550,944	\$ 17,349,393	\$ 3,649,702	\$ 4,102,532	\$ 46,652,571
Payments to suppliers	(12,491,100)	(8,140,025)	(754,338)	(2,197,536)	(23,582,999)
Payments to employees	(1,710,246)	(1,481,784)	(773,449)	(1,229,417)	(5,194,896)
Net cash provided by operating activities	7,349,598	7,727,584	2,121,915	675,579	17,874,676
Cash flows from noncapital financing activities					
Payments received on interfund accounts	-	-	-	-	-
Payments made on interfund accounts	-	-	(65,438)	(65,277)	(130,715)
Transfers from other funds	1,754	1,026	156,667	11,818	171,264
Transfers to other funds	(568,333)	(502,334)	-	-	(1,070,667)
Net cash provided (used) by noncapital financing activities	(566,579)	(501,308)	91,229	(53,460)	(1,030,118)
Cash flows from capital and related financing activities					
Proceeds from issuance of general obligation bonds	4,012,680	-	858,333	-	4,871,013
Proceeds from issuance of capital loan notes	7,653,721	-	-	-	7,653,721
Purchase of capital assets	(9,588,920)	(4,099,824)	(1,011,241)	(82,835)	(14,782,820)
Principal paid on long-term debt	(1,423,667)	(66,667)	(1,261,000)	-	(2,751,334)
Interest paid on long-term debt	(595,434)	(21,083)	(359,475)	-	(975,992)
Net cash provided (used) by capital and related financing activities	58,380	(4,187,574)	(1,773,383)	(82,835)	(5,985,412)
Cash flows from investing activities					
Interest received	105,000	94,500	166,196	130,818	496,514
Net cash provided by investing activities	105,000	94,500	166,196	130,818	496,514
Net increase in cash and cash equivalents	6,946,399	3,133,202	605,957	670,102	11,355,660
Balances, beginning of year	23,978,167	23,310,213	4,347,601	2,283,422	53,919,403
Balances, end of year	\$ 30,924,566	\$ 26,443,415	\$ 4,953,558	\$ 2,953,524	\$ 65,275,063
Reconciliation of operating income to net cash provided by operating activities					
Operating income	\$ 5,584,201	\$ 4,807,254	\$ 1,005,726	\$ 435,232	\$ 11,832,413
Adjustments to reconcile operating income to net cash provided by operating activities:					
Depreciation	1,772,966	3,108,243	1,232,092	250,947	6,364,248
Changes in assets and liabilities:					
Receivables, net	99,096	(322,940)	(92,722)	(32,995)	(349,561)
Prepaid expenses	-	-	-	-	-
Inventory	(14,988)	-	-	(2,480)	(17,468)
Accounts and other payables	(91,677)	135,027	(23,181)	24,875	45,044
Claims payable	-	-	-	-	-
Net cash provided by operating activities	\$ 7,349,598	\$ 7,727,584	\$ 2,121,915	\$ 675,579	\$ 17,874,676
Reconciliation of cash and cash equivalents at year end to specific assets included in the Statement of Net Position:					
Current assets:					
Cash and cash equivalents	\$ 27,421,292	\$ 26,443,415	\$ 4,953,558	\$ 2,953,524	\$ 61,771,789
Restricted assets:					
Cash and cash equivalents:					
Customer deposits	433,824	-	-	-	433,824
Revenue debt retirement	3,069,450	-	-	-	3,069,450
Cash and cash equivalents end of year	\$ 30,924,566	\$ 26,443,415	\$ 4,953,558	\$ 2,953,524	\$ 65,275,063
Noncash capital and related financing activities:					
Contribution of capital assets	\$ 1,500,853	\$ 2,105,977	\$ 1,192,074	\$ -	\$ 4,798,904

The notes to the financial statements are an integral part of this statement.

Notes to the Financial Statements

City of Ankeny, Iowa

June 30, 2024

Note 1 - Summary of Significant Accounting Policies

The following is a summary of significant accounting policies employed in the preparation of these financial statements.

Reporting Entity

The City of Ankeny (the "City") is a political subdivision of the State of Iowa located in Polk County. It was first incorporated in 1903 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council-Manager form of government with the Mayor and Council Members elected on a non-partisan basis. The City provides numerous services to citizens, including public safety, public works, health and social services, culture and recreation, community and economic development and general government services. It also operates the Otter Creek Golf Course and provides water, sewer, solid waste and storm water utilities.

The financial statements of the City have been prepared in conformity with U.S. generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board.

In accordance with the Codification of Governmental Accounting and Financial Reporting Standards, the City has considered all potential organizations for which the nature and significance of their relationships with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the City.

The blended component units discussed below are included in the City's reporting entity because of the nature and significance of their relationship with the City and the ongoing financial support. They are, in substance, part of the primary government's operations, even though they are legally separate entities. They provide services entirely to financially benefit the primary government; services are not provided directly to citizens or other parties outside of the City. Their operating budgets are subject to approval by the City Council. The component units are blended component units and are presented as funds of the City.

The Ankeny Sports Complex Foundation was created for the purpose of raising funds to assist in the construction of the Prairie Ridge Youth Sports Complex, which is a facility operated and maintained by the City. All board members are appointed by the Mayor. The Ankeny Sports Complex Foundation is a blended component unit because it exclusively provides services to the City and benefits the City directly by collecting restricted donations used to purchase capital assets for the City, thereby representing a financial benefit to the City. The Ankeny Sports Complex Foundation is organized under IRS section 501(c)(3), a nonprofit organization, and is presented as a special revenue fund with a June 30 year-end.

The Friends of the Ankeny Library was created for the purpose of raising funds for the Ankeny Kirkendall Public Library, which is a facility operated and maintained by the City. The Friends of the Ankeny Library is a blended component unit because it exclusively provides services to the City and benefits the City directly by collecting restricted donations used to provide operational programs and to purchase capital assets for the City, thereby

representing a financial benefit to the City. Friends of the Ankeny Library is organized under IRS section 501(c)(3), a nonprofit organization, and is presented as a special revenue fund with a June 30 year-end.

Separate financial statements for the component units can be obtained from the City of Ankeny, Finance Department, 410 West First Street, Ankeny, Iowa 50023.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounts of the City are organized and operated on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

The City has the following fund types:

Governmental funds are used to account for the City's general government activities. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means that the amount of the transaction can be determined and "available" means collected within the current period or expected to be collected soon enough thereafter to pay liabilities of the current period. The City considers all revenues available if they are collected within 60 days after year-end.

Property taxes, service charges, special assessments, intergovernmental revenue, and interest revenue are susceptible to accrual. Licenses and permits, fines and forfeitures, and other miscellaneous receipts become measurable and available when cash is received by the City and are recognized as revenue at that time. Proceeds of general long-term debt are reported as other financing sources.

Intergovernmental revenues are recognized at the time of receipt or earlier if the susceptible to accrual criteria are met. Expenditure driven grants, however, are recognized as revenue when the qualifying expenditures have been incurred, all other grant requirements have been met and the amounts are available.

Expenditures are recorded when the related fund liability is incurred, except for certain long-term obligations, including debt service principal and interest, compensated absences and claims and judgments. Expenditures related to such liabilities are only recognized under modified accrual accounting when they mature (when due).

When an expenditure is incurred in governmental funds which can be paid using either restricted or unrestricted resources, the City's policy is generally to first apply the expenditure toward restricted fund balance and then to less-restrictive classifications—committed, assigned and then unassigned fund balances.

Governmental funds include the following fund types:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the City, except those accounted for in another fund.

The *Special Revenue Funds* account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects.

The *Debt Service Fund* accounts for the servicing of general long-term debt not being financed by proprietary funds.

The *Capital Projects Fund* accounts for and reports financial resources that are restricted, committed, or assigned to expenditures for capital outlay including the acquisition or construction of capital facilities and other capital assets.

Proprietary funds are accounted for using the flow of economic resources measurement focus and the full accrual

basis of accounting. Under this method, revenues are recognized when earned and expenses are recognized at the time the liabilities are incurred. Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues from the City's proprietary funds are charges to customers for sales, rentals, and services. Operating revenues received on an irregular basis are hook-up fees. Operating expenses for the proprietary funds include cost of personal services, contractual services, operating supplies, self-insurance claims and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Proprietary funds include the following fund types:

The *Enterprise Funds* are used to account for those operations that are financed and operated in a manner similar to private business or where the City Council has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability.

The *Internal Service Funds* account for operations that provide services to other departments or agencies of the City, or to other governments, on a cost-reimbursement basis.

The City maintains its financial records on the cash basis. The financial statements of the City are prepared by making memorandum adjusting entries to the cash basis financial statements.

The financial statements presented by the City are organized in the following manner:

The basic financial statements include the government-wide financial statements (based on the City as a whole) and the fund financial statements. The government-wide statements present consolidated information from both the governmental and business-type activities using the economic resources measurement focus and the accrual basis of accounting. The government-wide statements are the Statement of Net Position and the Statement of Activities.

The Statement of Net Position presents the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference reported as net position. Net position is reported in the following categories:

Net investment in capital assets consists of capital assets, net of accumulated depreciation/amortization and reduced by outstanding balances for bonds, notes and other debt attributable to the acquisition, construction or improvement of those assets.

Restricted net position results when constraints placed on net position use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of net position not meeting the definition of the preceding categories. Unrestricted net position is often subject to constraints imposed by management which can be removed or modified.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

The Statement of Activities presents, for each City activity, the extent to which direct expenses are being supported by program revenues or by general revenues. Direct expenses are those that are clearly identifiable with the specific activity (including depreciation). Program revenues are charges, grants, contributions, or other revenues that are either restricted for use or are directly associated with the particular activity. General revenues include interest, taxes, and other revenues used to support City operations that are not directly associated with a particular activity.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When one City activity charges another City activity for a direct expense, the direct expense of the

activity is not eliminated from that activity's expenses; however, the corresponding revenue and expense of the activity receiving the reimbursement is eliminated. The City does not employ an indirect cost allocation system.

Governmental activities in the government-wide statements include the operations from the governmental funds: general fund, special revenue funds, debt service fund and capital projects fund adjusted from the modified accrual to the full accrual basis of accounting. Governmental activities also include the activities from the internal service funds, because their operations are governmental in nature. Business-type activities in the government-wide statements are comprised of the enterprise funds.

The fund financial statements present the City's activities at the fund level rather than on a city-wide basis. The fund financial statements report the governmental funds using the modified accrual basis of accounting and the proprietary funds using the full accrual basis of accounting. The fund financial statements for both the governmental and the proprietary funds report the major funds individually and the nonmajor funds combined.

GASB Statement No. 34 sets forth the minimum criteria for the determination of major funds. If a fund's assets and deferred outflows, liabilities and deferred inflows, revenues or expenditures/expenses are at least ten percent of those of its fund type and at least five percent of those of both governmental funds and enterprise funds, then it must be a major fund.

The City has the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The *Debt Service Fund* accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

The *Road Use Tax Fund* accounts for state revenues allocated to the City for maintenance and improvement of City streets.

The *Tax Increment Financing Fund*, a special revenue fund, accounts for taxes collected on the incremental increase in the value of property located within the tax increment financing districts and to be used for activities within those districts.

The *Capital Projects Fund* accounts for the acquisition of capital assets or construction of major capital projects not being financed by proprietary funds.

The City has the following major enterprise funds:

The *Water Fund* accounts for the operation and maintenance of the municipal water infrastructure including towers, pumps, wells and pipes, and accounts for the provision of water to the City.

The *Sewer Fund* accounts for the operations and maintenance of the sanitary sewer collection system and its related sewer infrastructure.

The *Storm Water Fund* accounts for the City's storm water utility including activities related to public education, street cleaning, drainage improvements, and regulatory compliance.

The nonmajor funds are shown combined in the fund financial statements but are presented individually in the supplementary information following the notes to the financial statements.

The internal service funds are shown combined at the far right of the proprietary fund financial statements. The individual internal service funds are presented in the supplementary information. The City has the following internal service funds:

The *Central Garage Fund* accounts for the operations of a central vehicle maintenance garage. All costs incurred for vehicle maintenance operations are charged to departments on a cost reimbursement basis.

The *Risk Management Fund* accounts for the purchase of insurance and related activities. All costs incurred for such activities are charged to funds based upon property value and employee wages and are allocated on a cost reimbursement basis.

The *Equipment Reserve Fund* accounts for a revolving loan fund that provides low interest loans to departments to purchase equipment. The loans are designed on a cost reimbursement basis.

The *Sustainability Revolving Loan Fund* accounts for a revolving loan fund that provides no-interest loans to other departments for energy efficiency projects such as energy-efficient building retrofits and commissioning; the incremental costs of purchasing fuel-efficient hybrid vehicles instead of conventional vehicles; or other modest energy-efficiency improvement projects.

The *Economic Development Revolving Fund* accounts for a revolving loan fund that provides financial assistance to local businesses.

The *Health Insurance Fund* accounts for insurance claims against the City and the administration of the self-insured plan. All paid claims and administration costs are charged to departments as premiums based on employee coverage. Premiums are designed on a cost reimbursement basis.

The modified accrual basis of accounting as employed by the governmental funds and the full accrual basis of accounting as employed by the proprietary funds have numerous timing and treatment differences. Differences that include the recording of long-term liabilities, the recording of capital asset purchases and disposals and the timing of recognized revenues. Reconciliations are provided for governmental funds to reconcile fund balance to net position and to reconcile the changes in fund balance to the changes in net position.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

The following accounting policies are followed in preparing the financial statements:

Cash, Cash Equivalents and Pooled Investments

The City pools cash from all funds except for cash and investments held with fiscal agents in order to maximize interest returns. Accounting records are maintained to show the portion of the pooled account attributable to each participating fund. Fund cash deficits are treated as interfund loans.

The City considers petty cash, bank deposits, certificates of deposit and investments in open-end mutual funds to be cash or cash equivalents. Short-term investments with original maturities of three months or less are also considered cash equivalents.

The City is authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by City Council; Iowa Public Agency Investment Trust (IPAIT); prime eligible bankers acceptances; certain highly rated commercial paper or other short-term corporate debt; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

Investments for the City are reported at their fair value based on market prices as of June 30.

Investment income includes interest income and the net increase (decrease) in the fair value of investments that includes realized and unrealized gains and losses on investments.

Property Tax Receivable, Including Tax Increment Financing

Property tax, including tax increment financing, in governmental funds is accounted for using the modified accrual basis of accounting.

Property tax receivable is recognized in these funds on the levy or lien date, which is the date the tax asking is certified by the City to the County Board of Supervisors. Current year property tax receivable represent taxes collected by the County but not remitted to the City at June 30, 2024 and unpaid taxes. The succeeding year property tax receivable represent taxes certified by the City to be collected in the next fiscal year for the purposes set out in the budget for the next fiscal year. By statute, the City is required to certify its budget to the County Auditor by April 30 of each year for the subsequent fiscal year. However, by statute, the tax asking and budget certification for the following fiscal year becomes effective on the first day of that year. Although the succeeding year property tax receivable have been recorded, the related revenue is reported as a deferred inflow of resources in both the government-wide and fund financial statements and will not be recognized as revenue until the year for which it is levied.

Property tax revenues recognized in these funds become due and collectible in September and March of the current fiscal year with a 1½% per month penalty for delinquent payments; is based on January 1, 2022 assessed property valuations; is for the tax accrual period July 1, 2023 through June 30, 2024 and reflects tax asking contained in the budget certified to the County Board of Supervisors in April 2023.

Inventory and Prepaid Items

Inventories are valued at cost using the first-in/first-out method and consist of expendable supplies. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenses when consumed rather than when purchased.

Interfund Balances

Transactions between funds that are representative of long-term lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as “advances to/from other funds” to indicate the non-current nature of the interfund loans. All other outstanding balances between funds are expected to be repaid within one year and reported as “due to/from other funds.”

Interfund balances are eliminated at the government-wide level. Those that are between governmental and business-type activities are shown as internal balances and eliminated from the totals column. Those that are between funds that are within the same activity are eliminated altogether.

Restricted Assets

Certain proceeds of the City’s water and sewer fund revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted net position on the statement of net position. These assets are restricted due to revenue bond covenants requiring that monies be set aside and used solely for the protection and repayment of the revenue bond holders.

The City also has restricted assets relating to customer deposits.

When both restricted and unrestricted resources are available for use, it is the City’s policy to use restricted resources first and then unrestricted resources as they are needed.

Capital Assets

Capital assets used in governmental and business-type activities of the City are recorded at historical cost (except for lease assets, the measurement of which is discussed under “leases” below) or estimated historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value. Acquisition value is the price that would have been paid to acquire a capital asset with equivalent service potential. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset lives are not capitalized.

All assets capitalized by the City must have a useful life of two years or more and have a cost that exceeds the following minimum thresholds:

Asset Class	Amount
Infrastructure	\$ 50,000
Other improvements	25,000
Buildings	25,000
Lease assets	5,000
Subscriptions	5,000
Machinery and equipment	5,000

Land and construction in progress are not depreciated. The other capital assets of the City are depreciated/amortized using the straight-line method with half-year convention over the following estimated useful lives:

Asset Class	Estimated Useful Lives (In Years)
Infrastructure	20-60
Other improvements	10-30
Buildings	30
Lease assets	2-20
Subscriptions	2-20
Machinery and equipment	3-10

Capital assets are reported at the fund level for proprietary funds but not for governmental funds.

The City’s collection of works of art, library books, and similar assets are not capitalized. These collections are unencumbered, held for exhibition and education, protected, cared for and preserved, and subject to City policy that requires proceeds from the sale of these items to be used to acquire other collection items.

Leases

City as Lessee: The City is the lessee for noncancelable lease of equipment. They include the use of automated license plate reader services, the use of fleet in-car videos, the use of body worn cameras, the use of tasers, and the use of postage machines. The City has recognized a lease liability and a lease asset in the government-wide financial statements. The City recognized lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line bases over its useful life.

Key estimates and judgments related to leases include how the City determines the discount rate it uses to discount the expected lease payments to present value, lease term and lease payments.

The City uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term included the noncancelable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments.

The City monitors changes in circumstances that would require a measurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

City as Lessor: The City is a lessor for noncancelable leases for space for cellular antennas on City water towers, for the use of fields at the Prairie Ridge Sports Complex, and for the use of parking spaces. The City recognizes a lease receivable and a deferred inflow of resources in the governmental and business-type activities and governmental and business-type fund financial statements.

At the commencement of the lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines the discount rate it uses to discount the expected lease receipts to present value, lease term and lease receipts.

The City uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term included the noncancelable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a restatement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Deferred Outflows of Resources

Deferred outflows of resources represent a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred outflows of resources consist of unrecognized items not yet charged to pension and OPEB expense and contributions from the City after the measurement date but before the end of the City's reporting period.

Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Vacation pay is payable to employees upon termination or retirement while sick pay is payable only upon termination to employees of the American Federation of State, County and Municipal Employees and Ankeny Police Department Employees Unions. A liability has been recorded for all earned but unused vacation benefits, and for those earned but unused sick leave benefits that vest in the governmental and business-type activities at the government-wide level.

Accrued vacation and sick leave benefits are reported as a liability in the proprietary funds using the same basis as the activities at the government-wide level. In governmental funds, however, these accrued benefits are not considered due and are not reported as a fund liability. The compensated absences liability has been computed based on rates of pay in effect at June 30, 2024. Compensated absences attributable to governmental activities are generally liquidated by the general fund and the road use tax fund.

Long-Term Liabilities

In the government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental or business-type activities column in the Statement of Net Position and the proprietary fund Statement of Net Position.

In the governmental fund financial statements, the face amount of debt issued is reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions and pension expense, information about the fiduciary net position of the Iowa Public Employees' Retirement System (IPERS) and of the Municipal Fire and Police Retirement System of Iowa (MFPRSI) and additions to/deductions from IPERS' and MFPRSI's fiduciary net position have been determined on the same basis as they are reported by IPERS and MFPRSI. For this purpose, benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The net pension liability attributable to the governmental activities will be paid primarily by the general fund and the road use tax fund.

Total OPEB Liability

For purposes of measuring the total OPEB liability, deferred outflows of resources related to OPEB, deferred inflows of resources related to OPEB and OPEB expense, information has been determined based on the City's actuary report. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. The total OPEB liability attributable to the governmental activities will be paid primarily by the general fund.

Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. Although certain revenues are measurable, they are not available. Available means collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources in the governmental fund financial statements represent the amount of assets that have been recognized, but the related revenue has not been recognized since the assets are not collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources consist of property tax receivable and other receivables not collected within sixty days after year end.

Deferred inflows of resources in the Statement of Net Position consist of succeeding year property tax and tax increment financing receivable that will not be recognized as revenue until the year for which they are levied, unrecognized items not yet charged to pension expense and OPEB expense and the unamortized portion of the net difference between projected and actual earnings on pension plan assets. In addition, deferred inflows related to leases where the City is the lessor is reported. The deferred inflows of resources related to leases are recognized as an inflow of resources (revenue) over the term of the lease.

Fund Balance

In the governmental fund financial statements, fund balances are classified as follows:

Nonspendable – Amounts which cannot be spent either because they are in a nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted – Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors or state or federal laws or imposed by law through constitutional provisions or enabling legislation.

Committed – Amounts which can only be used for specific purposes pursuant to constraints formally imposed by the City Council through ordinance or resolution approved prior to year-end. Those committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same action it employed to commit those amounts.

Assigned – Amounts which the City intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance. These amounts are designated by City Council through informal processes, such as by City policy.

Unassigned – All amounts not included in the preceding classifications. The general fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

Components of Governmental Fund Balance

As of June 30, 2024, fund balances are composed of the following:

	General	Debt Service	Road Use Tax	Tax Increment Financing	Capital Projects	Nonmajor Governmental	Total
Nonspendable							
Inventory	\$ 2,218	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,218
Restricted for							
Debt service	-	2,110,344	-	-	-	1,703,296	3,813,640
Capital projects	-	-	-	-	32,354,475	-	32,354,475
Community and economic development	-	-	-	3,322,467	-	-	3,322,467
Public works	-	-	10,481,832	-	-	79,002	10,560,834
Public safety retirement	-	-	-	-	-	1,431,937	1,431,937
Police activities	-	-	-	-	-	106,558	106,558
Fire activities	-	-	-	-	-	34,151	34,151
Cultural programs	99,536	-	-	-	-	-	99,536
Parks activities	-	-	-	-	-	737,376	737,376
Library activities	-	-	-	-	-	97,856	97,856
Total restricted	99,536	2,110,344	10,481,832	3,322,467	32,354,475	4,190,176	52,558,831
Unassigned	39,186,475	-	-	-	-	-	39,186,475
Total fund balance	\$ 39,288,229	\$ 2,110,344	\$ 10,481,832	\$ 3,322,467	\$ 32,354,475	\$ 4,190,176	\$ 91,747,524

Net Position

Net position represents the difference between assets, deferred outflows of resources, liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation/amortization and reduced by outstanding balances for bonds, notes and other debt attributable to the acquisition, construction or improvement of those assets. Net investment in capital assets excludes unspent debt proceeds. Net position is reported as restricted when there are limitations imposed on their use through enabling legislation or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. Restricted net position consists of \$461,049 restricted by donors, \$15,397,119 restricted by other governments, \$531,544 restricted through enabling legislation, \$1,370,103 restricted for capital projects and \$6,520,370 restricted for debt service.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Note 2 - Stewardship, Compliance and Accountability

As allowed by GASB Statement No. 41, *Budgetary Comparison Schedules – Perspective Differences*, the City presents budgetary comparison schedules as required supplementary information based on the program structure of nine functional areas as required by state statute for its legally adopted budget.

Note 3 - Deposits and Investments

Cash and investments as of June 30, 2024, are classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and cash equivalents	\$ 137,240,663
Restricted cash and cash equivalents	3,503,274
Investments	31,700,134
Total cash and investments	<u>\$ 172,444,071</u>

Risk Exposure

The City manages its exposure to *interest rate risk* through its investment policy by limiting the maturities of investments of operating funds to 397 days and the investment of commercial paper and short-term corporate debt to 270 days. Reserve funds may be invested for greater than 397 days. The following table shows the distribution of the City's investments by maturity:

Security Description	Current Fair Value	Investment Maturity (in Years)		
		< 1	1-5	6-10
Commercial Paper	\$ 7,944,565	\$ 7,944,565	\$ -	\$ -
Treasury Instruments	23,755,569	15,934,694	\$ 7,820,875	
Grand Total	<u>\$ 31,700,134</u>	<u>\$ 23,879,259</u>	<u>\$ 7,820,875</u>	<u>\$ -</u>

The City also held certificates of deposit totaling \$37,500,000. Of this total, \$34,500,000 had original maturities of 6 months to 1 year and \$3,000,000 had original maturities of 1 year to 3 years.

The City manages its exposure to *concentration risk* by seeking diversification to reduce overall portfolio risk pursuant to the City's investment policy. The policy requires that with the exception of U.S. Treasury securities, no more than 50% of the City's total investment policy will be invested in a single security type. The City invests in securities with varying maturities. Certificates of deposit will be limited to the amount approved by City Council for each financial institution in accordance with Chapter 12C of the Code of Iowa. Commercial paper and other short-term corporate debt are limited to no more than 10% of its investment portfolio and to no more than 5% in the securities of a single issuer. The City's investment portfolio consisted of 5.3% in commercial paper, of which 3.3% was in the name of Natixis and 2.0% was in the name of Korea Development Bank New York.

The City manages its exposure to *credit risk* by limiting its purchase of commercial paper and other short-term corporate debt to securities rated in the two highest classifications as established by one of the standard rating services approved by the State of Iowa Superintendent of Banking. Ratings are evaluated at the time of purchase. Commercial paper of \$7,944,565 held by the City were rated P1 by Moody's Investors Service and A1 by Standard & Poor's at the time of purchase. Treasury instruments of \$23,755,569 held by the City were rated Aaa by Moody's Investors Service at the time of purchase.

Custodial credit risk, in the case of deposits, is the risk that in the event of a bank failure, the City's deposits may not be returned to it. As of June 30, 2024, the carrying amount of the City's cash deposits, which include certificates of

deposit, totaled \$140,743,937 with bank balances of \$132,902,481. The bank balances are covered entirely by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to ensure there will be no loss of public funds.

Custodial credit risk – investments. The custodial credit risk of investments is the risk that, in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. To limit its exposure, the City’s investment officials are bonded to protect loss of public funds against possible embezzlement and/or malfeasance, and exclusively invest with brokers/deals authorized by the City.

Fair Value Measurements

The City uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures.

The City follows an accounting standard that defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the quality of inputs used to measure fair value, and requires expanded disclosures about fair value measurements. In accordance with this standard, the City has categorized its investments, based on the priority of the inputs to the valuation technique, into a three-level fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the financial instruments fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

Financial assets and liabilities recorded on the combined statement of financial position are categorized based on the inputs to the valuation techniques as follows:

Level 1 – Financial assets and liabilities are valued using inputs that are unadjusted quoted prices in active markets accessible at the measurement date of identical financial assets and liabilities.

Level 2 – Financial assets and liabilities are valued based on quoted prices for similar assets, or inputs that are observable, either directly or indirectly for substantially the full term through corroboration with observable market data.

Level 3 – Financial assets and liabilities are valued using pricing inputs which are unobservable for the asset, inputs that reflect the reporting entity’s own assumptions about the assumptions market participants and would use in pricing the asset.

The City has the following recurring fair value measurements as of June 30, 2024:

Investments by Fair Value Level	June 30, 2024	Level 1	Level 2	Level 3
Commercial paper	\$ 7,944,565	\$ -	\$ 7,944,565	\$ -
U.S. Treasury Securities	\$ 23,755,569	-	23,755,569	-
Grand Total	\$ 31,700,134	\$ -	\$ 31,700,134	\$ -

Note 4 - Capital Assets

Capital asset activity for the year ended June 30, 2024, is as follows:

	Balance June 30, 2023	Increases	Decreases	Balance June 30, 2024
Governmental activities:				
Undepreciated:				
Land	\$ 11,021,821	\$ 4,900	\$ -	\$ 11,026,721
Construction in progress	32,547,923	23,342,668	6,299,934	49,590,657
Total, undepreciated	43,569,744	23,347,568	6,299,934	60,617,378
Depreciated:				
Other improvements	52,570,414	266,545	-	52,836,959
Infrastructure	291,901,398	10,398,898	-	302,300,296
Buildings	79,345,536	154,601	-	79,500,137
Machinery and equipment	21,184,401	1,845,870	672,432	22,357,839
Lease equipment	933,108	236,964	-	1,170,072
Subscriptions	54,581	-	21,176	33,405
Furniture and fixtures	1,459,706	-	-	1,459,706
Total, depreciated	447,449,144	12,902,878	693,608	459,658,414
Accumulated depreciation/amortization:				
Other improvements	29,476,761	2,152,286	-	31,629,047
Infrastructure	67,732,854	6,118,067	-	73,850,921
Buildings	28,838,517	2,886,052	-	31,724,569
Machinery and equipment	17,637,016	1,386,420	611,286	18,412,150
Lease equipment	185,753	218,366	-	404,119
Subscriptions	22,862	18,830	21,176	20,516
Furniture and fixtures	1,459,709	-	-	1,459,709
Total accumulated depreciation/amortization	145,353,472	12,780,021	632,462	157,501,031
Governmental activities capital assets, net	\$ 345,665,416	\$ 23,470,425	\$ 6,361,080	\$ 362,774,761

Business-type activities:	Balance June 30, 2023	Increases	Decreases	Balance June 30, 2024
Undepreciated:				
Land	\$ 2,157,201	\$ 38,693	\$ -	\$ 2,195,894
Construction in progress	19,032,282	12,352,706	689,221	30,695,767
Total, undepreciated	21,189,483	12,391,399	689,221	32,891,661
Depreciated:				
Other improvements	614,803	-	-	614,803
Infrastructure	294,075,329	6,312,676	-	300,388,005
Buildings	4,719,660	-	-	4,719,660
Machinery and equipment	4,671,247	111,177	14,682	4,767,742
Furniture and fixtures	64,542	-	-	64,542
Total, depreciated	304,145,581	6,423,853	14,682	310,554,752
Accumulated depreciation/amortization:				
Other improvements	521,555	7,110	-	528,665
Infrastructure	87,234,338	5,854,295	-	93,088,633
Buildings	2,079,459	145,530	-	2,224,989
Machinery and equipment	3,103,763	357,313	14,682	3,446,394
Furniture and fixtures	64,538	-	-	64,538
Total accumulated depreciation/amortization	93,003,653	6,364,248	14,682	99,353,219
Business-type activities capital assets, net	\$ 232,331,411	\$ 12,451,004	\$ 689,221	\$ 244,093,194

Depreciation expense was charged to the activities of the primary government as follows:

Governmental activities:	
Public safety	\$ 2,344,509
Culture and recreation	3,464,402
Public works	6,799,557
General government	171,553
Total depreciation expense - governmental activities	<u>\$ 12,780,021</u>
Business-type activities:	
Water	\$ 1,772,966
Sewer	3,108,243
Storm water	1,232,092
Otter Creek golf course	250,947
Total depreciation expense - business-type activities	<u>\$ 6,364,248</u>

Note 5 - Interfund Receivables, Payables and Transfers

The detail of interfund receivables and payables as of June 30, 2024 were as follows:

Due To/From Other Funds:

Receivable Fund	Payable Fund	Amount
Nonmajor, internal service	Enterprise, Storm Water	\$ 60,363
	Enterprise, Otter Creek golf course	55,470
		<u>\$115,833</u>

Advances To/From Other Funds:

Receivable Fund	Payable Fund	Amount
Nonmajor, internal service	Enterprise, Storm Water	\$157,634
	Enterprise, Otter Creek Golf Course	105,416
		<u>\$263,050</u>

Interfund balances result from financing activities for the acquisition of capital equipment and improvements. The internal service fund, equipment reserve fund, loans to other funds for the acquisition of capital equipment; the resulting loan is reported as an interfund receivable/payable.

Interfund transfers for the year ended June 30, 2024 were as follows:

Transfers Out	Transfers In								Total
	General	Road Use Tax	Debt Service	Capital Projects	Water	Sewer	Storm Water	Nonmajor Enterprise	
General	\$ -	\$22,352	\$ 85,600	\$1,514,000	\$1,754	\$1,026	\$ -	\$ -	\$ 1,624,732
Road Use Tax	-	-	87,750	1,449,000	-	-	-	-	1,536,750
Tax Increment Financing	-	-	7,556,348	-	-	-	-	-	7,556,348
Water	424,000	-	-	66,000	-	-	78,333	-	568,333
Sewer	424,000	-	-	-	-	-	78,334	-	502,334
Nonmajor Governmental	-	-	-	440,101	-	-	-	11,818	451,919
	<u>\$ 848,000</u>	<u>\$ 22,352</u>	<u>\$ 7,729,698</u>	<u>\$ 3,469,101</u>	<u>\$ 1,754</u>	<u>\$ 1,026</u>	<u>\$ 156,667</u>	<u>\$ 11,818</u>	<u>\$ 12,240,416</u>

Transfers are primarily used to (1) move revenue from the fund that statute or budget requires them to be collected into the fund that statute or budget requires them to be expended from, and (2) move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due, and (3) fund capital projects.

Note 6 - Unearned Revenue

Under both the accrual and the modified accrual methods of accounting, revenue may be recognized only when it is earned. If assets are recognized in connection with a transaction before the earnings process is complete, those assets must be offset with a corresponding liability for unearned revenue. The following funds had unearned revenue at June 30, 2024:

Special Revenue:			
Tax Increment Financing	DART agreement	\$	63,200
Water	Unearned charges		(4,310)
		<u>\$</u>	<u>58,890</u>

Note 7 - Long-Term Debt

General obligation bonds and capital loan notes. The City issues general obligation bonds and capital loan notes to provide funds for the acquisition and construction of infrastructure, major capital facilities, and other major capital assets. General obligation bonds and capital loan notes have been issued for both general governmental and proprietary activities. These bonds and capital loan notes are reported in proprietary funds if they are expected to be repaid from proprietary fund revenues. General obligation bonds, revenue bonds and capital loan notes as of June 30, 2024 consist of the following individual issues:

Debt	Issue Date	Final Maturity	Amount Issued	Interest Rate Range Outstanding	Balance June 30, 2024
Advance refunding	12/22/14	06/01/28	\$ 22,450,000	3.250 - 5.000	\$ 8,165,000
Various public improvements	05/28/15	06/01/25	7,750,000	2.125	795,000
Advance refunding	03/31/16	06/01/28	13,090,000	2.000 - 3.000	1,345,000
Various public improvements	05/25/16	06/01/26	13,000,000	2.000	1,830,000
Various public improvements	05/31/17	06/01/27	11,675,000	2.125 - 5.000	2,740,000
Various public improvements	05/30/18	06/01/28	17,970,000	3.000 - 5.000	6,600,000
Various public improvements	05/28/19	06/01/29	20,740,000	4.000 - 5.000	10,000,000
Various public improvements	06/09/20	06/01/30	17,520,000	4.000 - 5.000	6,760,000
Various public improvements	06/09/21	06/01/31	25,045,000	3.000 - 5.000	12,825,000
Various public improvements	05/25/22	06/01/37	31,665,000	2.875 - 5.000	22,820,000
Various public improvements	06/21/23	06/01/33	13,790,000	5.000	10,120,000
Various public improvements	06/20/24	06/01/34	16,260,000	5.000	16,260,000
			<u>\$ 210,955,000</u>		<u>\$ 100,260,000</u>

On June 20, 2024, the City issued General Obligation Bonds, Series 2024A totaling \$16,260,000 with an interest rate of 5.000%. The proceeds were used to construct various capital improvement projects.

Future debt service requirements for outstanding general obligation bonds and capital loan notes are as follows:

Year Ending June 30	Principal	Interest	Total
2025	\$ 21,625,000	\$ 4,451,854	\$ 26,076,854
2026	20,350,000	3,473,269	23,823,269
2027	16,205,000	2,549,281	18,754,281
2028	15,155,000	1,840,800	16,995,800
2029	8,835,000	1,180,675	10,015,675
2030-2034	16,530,000	2,056,794	18,586,794
2035-2037	1,560,000	100,444	1,660,444
	<u>\$ 100,260,000</u>	<u>\$ 15,653,117</u>	<u>\$ 115,913,117</u>

Accumulated fund balances in the Debt Service Fund are legally restricted for the repayment of debt service. The fund balance at June 30, 2024 in the Debt Service Fund is \$2,110,344.

Water revenue bonds and capital loan notes. The City issues water revenue bonds and capital loan notes to provide for the construction of water system infrastructure. This debt is reported in the water fund in the enterprise funds. Water revenue bonds and capital loan notes as of June 30, 2024 consist of the following issues:

Debt	Issue Date	Final Maturity	Amount Issued	Interest Rate Range Outstanding	Balance June 30, 2024
Various water improvements	05/31/17	06/01/29	\$ 1,605,000	2.250 - 4.000	\$ 755,000
Various water improvements	05/30/18	06/01/33	5,990,000	3.000 - 5.000	4,000,000
Various water improvements	05/28/19	06/01/34	5,090,000	3.000 - 5.000	3,760,000
Various water improvements	06/09/20	06/01/35	3,375,000	2.000 - 3.000	2,655,000
Various water improvements	04/23/21	06/01/41	2,865,000	1.75	2,500,000
High Trestle Trail Transmission Main	04/21/23	06/01/43	4,936,402	1.75	4,936,402
South Ankeny Blvd Transmission Main	05/19/23	06/01/43	3,128,152	1.75	3,128,152
Northwest Water Tower	12/22/23	06/01/44	2,852,875	1.75	2,852,875
Various water improvements	06/20/24	06/01/39	3,780,000	4.000 - 5.000	3,780,000
			<u>\$ 33,622,429</u>		<u>\$ 28,367,429</u>

Future debt service requirements for the outstanding water revenue bonds and capital loan notes are as follows:

Year Ending June 30	Principal	Interest	Total
2025	\$ 2,237,000	\$ 838,025	\$ 3,075,025
2026	2,262,000	857,813	3,119,813
2027	2,325,000	793,018	3,118,018
2028	2,402,000	726,136	3,128,136
2029	2,472,000	659,364	3,131,364
2030-2034	9,874,875	1,784,622	11,659,497
2035-2039	5,049,000	588,378	5,637,378
2040-2044	1,745,554	85,847	1,831,401
	<u>\$ 28,367,429</u>	<u>\$ 6,333,203</u>	<u>\$ 34,700,632</u>

The City has pledged future water customer revenues, net of specified operating expenses, to repay \$33,622,429 in water revenue bonds and capital loan notes. Proceeds from the bonds and notes provided financing for various water improvement projects. The bonds and notes are payable solely from water customer net revenues and are

payable through 2044. Annual principal and interest payments on the bonds and notes are expected to require less than 90% of net revenues. The total principal and interest remaining to be paid on the bonds and notes is \$34,700,632. Principal and interest paid for the current year and total customer net revenues were \$1,931,351 and \$7,487,984, respectively.

The following provisions are included in the water revenue bond agreements:

Cash from the Water Fund shall be transferred monthly into the Water Sinking Fund to pay the interest on, and to redeem the principal amount of, the bonds at maturity. The monthly transfers must be equal to one-sixth of the interest due on the next payment date plus one-twelfth of the principal maturing on the next retirement date.

Cash from the Water Fund shall be transferred into the Water Reserve Fund to maintain a balance which is equal to the lesser of 1) the maximum amount of principal and interest coming due on the bonds in any succeeding fiscal year, 2) 10% of the stated principal amount of the bonds and any parity obligations outstanding, or 3) 125% of the average amount of principal and interest coming due on the bonds and any parity obligations in any succeeding fiscal year.

The amount restricted in the Water Fund as of June 30, 2024 relating to these provisions is \$3,069,450.

Lease Agreements. During FY24, the City had five active leases. The leases have payments that range from \$2,529 to \$123,450 and interest rates that range from 2.275% to 2.616%. As of June 30, 2024, the total combined value of the lease liability is \$724,691, and the total combined value of the short-term lease liability is \$233,908. The combined value of the right to use asset, as of June 30, 2024, is \$1,170,072 with accumulated amortization of \$404,119.

Future principal and interest lease payments as of June 30, 2024, are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2025	\$ 233,909	\$ 17,417	\$ 251,326
2026	239,499	11,827	251,326
2027	212,723	6,103	218,826
2028	38,560	981	39,541
Totals	\$ 724,691	\$ 36,328	\$ 761,019

Subscription-Based Information Technology Agreements. During FY24, the City had three active subscriptions. The subscriptions have active payments that range from \$3,550 to \$10,731 and interest rates that range from 1.710% to 3.305%. As of June 30, 2024, the total combined value of the subscription liability is \$9,983, and the total combined value of the short-term subscription liability is \$3,220. The combined value of the right to use asset, as of June 30, 2024, is \$33,405 with accumulated amortization of \$20,516.

Future principal and interest lease payments as of June 30, 2024, are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2025	\$ 3,220	\$ 330	\$ 3,550
2026	3,326	224	3,550
2027	3,437	114	3,551
Totals	\$ 9,983	\$ 668	\$ 10,651

Changes in Long-term Debt. The following is a summary of the changes in the long-term debt of the City for the year ended June 30, 2024.

	Balance June 30, 2023	Increases	Decreases	Balance June 30, 2024	Due Within One Year
Governmental activities:					
General obligation bonds	\$ 86,149,000	\$ 15,485,000	\$ 17,430,666	\$ 84,203,334	\$ 18,315,000
Capital loan notes	9,790,000	-	1,625,000	8,165,000	1,775,000
Subscription agreements	33,208	-	23,225	9,983	3,220
Lease agreements	735,799	236,964	248,072	724,691	233,908
Total OPEB liability	2,430,416	194,634	-	2,625,050	95,732
Compensated absences	2,089,534	1,679,435	1,401,735	2,367,234	1,659,144
Net pension liability	21,428,259	4,462,233	-	25,890,492	-
Total governmental activities	\$ 122,656,216	\$ 22,058,266	\$ 20,728,698	\$ 123,985,784	\$ 22,082,004
Business-type activities:					
General obligation bonds	\$ 8,511,000	\$ 775,000	\$ 1,394,334	\$ 7,891,666	\$ 1,535,000
Water revenue bonds	12,165,000	3,780,000	995,000	14,950,000	1,270,000
Capital loan notes	5,130,761	8,652,668	366,000	13,417,429	967,000
Total OPEB liability	327,178	26,200	-	353,378	12,887
Compensated absences	429,862	343,869	250,102	523,629	296,625
Net pension liability	1,426,452	348,476	-	1,774,928	-
Total business-type activities	\$ 27,990,253	\$ 13,926,213	\$ 3,005,436	\$ 38,911,030	\$ 4,081,512
Total long-term debt	\$ 150,646,469	\$ 35,984,479	\$ 23,734,134	\$ 162,896,814	\$ 26,163,516

Bonds and capital loan notes payable are presented on the Statement of Net Position net of unamortized premiums as follows:

	Governmental Activities	Business-type Activities
Premiums:		
Current	\$ 2,014,955	\$ 290,614
Noncurrent	8,386,734	1,502,017
Total	\$ 10,401,689	\$ 1,792,631

Note 8 – Lease Receivable

As of June 30, 2024, the City had ten active leases. The leases have receipts that range from \$12,640 to \$96,162 and interest rates that range from 0.893% to 3.322%. As of June 30, 2024, the total combined value of the lease receivable is \$1,929,227, the total combined value of the short-term lease receivable is \$177,857, and the combined value of the deferred inflow of resources is \$1,856,053.

Note 9 - Pensions

Iowa Public Employees Retirement System (IPERS)

Plan Description – IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by the Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at PO Box 9117, Des Moines, IA 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code Chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – A regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, any time after reaching age 62 with 20 or more years of covered employment or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. These qualifications must be met on the member's first month of entitlement to benefits. Members cannot begin receiving retirement benefits before age 55.

The formula used to calculate a regular member's monthly IPERS benefits includes:

- A multiplier based on years of service.
- The member's highest five-year average salary, except members with service before June 30, 2012, will use the highest three-year average salary as of that date if it is greater than the highest five-year average salary.

Protection occupation members may retire at normal retirement age which is generally at age 55 and may retire any time after reaching age 50 with 22 or more years of covered employment.

The formula used to calculate a protection occupation member's monthly IPERS benefit includes:

- 60% of average salary after completion of 22 years of service, plus an additional 1.5% of average salary for years of service greater than 22 but not more than 30 years of service.
- The member's highest three-year average salary.

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25% for each month the member receives benefits before the member's earliest normal retirement age. For service earned on or after July 1, 2012, the reduction is 0.50% for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits – A vested member who is awarded a federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions – Contribution rates are established by IPERS following the annual actuarial valuation which applies IPERS’ Contribution Rate Funding Policy and Actuarial Amortization Method. Statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires the actuarial contribution rate be determined using the “entry age normal” actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2024, pursuant to the required rate, regular members contributed 6.29% of covered payroll and the City contributed 9.44% of covered payroll, for a total rate of 15.73%. Protective occupation members contributed 6.21% of covered payroll and the City contributed 9.31% of covered payroll, for a total rate of 15.52%.

The City’s contributions to IPERS for the year ended June 30, 2024, totaled \$1,682,946.

Net Pension Liability (Asset), Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2024, the City reported a liability of \$8,214,320 for its proportionate share of the collective net pension liability (asset). The net pension liability (asset) was measured as of June 30, 2023, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability (asset) was based on the City’s share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2023, the City’s collective proportion was 0.181988%, which was an increase of .007510% from its proportion measured as of June 30, 2022.

For the year ended June 30, 2024, the City recognized pension expense of \$1,140,190. At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 790,492	\$ 34,176
Changes of assumptions	-	26,718
Net difference between projected and actual earnings on pension plan investments	800,372	-
Changes in proportion and differences between City contributions and proportionate share of contributions	1,009,246	-
City contributions subsequent to the measurement date	1,682,946	-
Total	\$ 4,283,056	\$ 60,894

\$1,682,946 reported as deferred outflows of resources related to pensions resulting from the City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended

June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension revenue/expense as follows:

Year Ended	
June 30,	Amount
2025	\$ 156,241
2026	(324,175)
2027	2,174,530
2028	455,993
2029	76,628
Total	<u>\$ 2,539,217</u>

There were no non-employer contributing entities to IPERS.

Actuarial Assumptions – The total pension liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions applied to all periods included in the measurement:

Rate of inflation (effective June 30, 2017)	2.60% per annum.
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25% average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00% compounded annually, net of investment expense, including inflation.
Wage growth (effective June 30, 2017)	3.25% per annum based on 2.60% inflation assumption and 0.65% real wage inflation.

The actuarial assumptions used in the June 30, 2023 valuation were based on the results of a quadrennial experience study covering the period of July 1, 2017 through June 30, 2021.

Mortality rates used in the 2023 valuation were based on the PubG-2010 mortality tables with future mortality improvements modeled using Scale MP-2021.

The long-term expected rate of return on IPERS' investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Asset Allocation	Long-Term Expected Real Rate of Return
Domestic equity	21.0%	4.56%
International equity	16.5	6.22
Global smart beta equity	5.0	5.22
Core plus fixed income	23.0	2.69
Public credit	3.0	4.38
Cash	1.0	1.59
Private equity	17.0	10.44
Private real assets	9.0	3.88
Private credit	4.5	4.60
Total	<u>100.0%</u>	

Discount Rate – The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed employee contributions will be made at the contractually required rate and contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, IPERS’ fiduciary net position was projected to be available to make all projected future benefit payments to current active and inactive employees. Therefore, the long-term expected rate of return on IPERS’ investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City’s proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the City’s proportionate share of the net pension liability would be if it were calculated using a discount rate 1% lower (6.00%) or 1% higher (8.00%) than the current rate.

	1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
City's proportionate share of the net pension liability:	\$ 17,932,813	\$ 8,214,320	\$ 69,909

IPERS’ Fiduciary Net Position – Detailed information about IPERS’ fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS’ website at www.ipers.org.

Payables to IPERS – At June 30, 2024, the City reported payables to IPERS of \$136,872 for legally required employer contributions and \$91,201 for legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

Municipal Fire and Police Retirement System of Iowa (MFPRSI)

Plan Description – MFPRSI membership is mandatory for fire fighters and police officers covered by the provisions of Chapter 411 of the Code of Iowa. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by MFPRSI. MFPRSI issues a stand-alone financial report which is available to the public by mail at 7155 Lake Drive, Suite #201, West Des Moines, IA 50266 or at www.mfprsi.org.

MFPRSI benefits are established under Chapter 411 of the Code of Iowa and the administrative rules thereunder. Chapter 411 of the Code of Iowa and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – Members with four or more years of service are entitled to pension benefits beginning at age 55. Full service retirement benefits are granted to members with 22 years of service, while partial benefits are available to those members with 4 to 22 years of service based on the ratio of years completed to years required (22 years). Members with less than four years of service are entitled to a refund of their contribution only, with interest, for the period of employment.

Benefits are calculated based upon the member’s highest three years of compensation. The average of these 3 years becomes the member’s average final compensation. The base benefit is 66 percent of the member’s average final compensation. Additional benefits are available to members who perform more than 22 years of service (2 percent for each additional year of service, up to a maximum of eight years). Survivor benefits are available to the beneficiary of a retired member according to the provisions of the benefit option chosen plus an additional benefit for each child. Survivor benefits are subject to a minimum benefit for those members who chose the basic benefit with a 50 percent surviving spouse benefit.

Disability and Death – Disability coverage is broken down into two types, accidental or ordinary. Accidental disability is defined as permanent disability incurred in the line of duty, with benefits equivalent to the greater of 60 percent of the member's average final compensation or the member's service retirement benefit calculation amount. Ordinary disability occurs outside the call of duty and pays benefits equivalent to the greater of 50 percent of the member's average final compensation, for those with 5 or more years of service, or the member's service retirement benefit calculation amount, and 25 percent of average final compensation for those with less than 5 years of service.

Death benefits are similar to disability benefits. Benefits for accidental death are 50 percent of the average final compensation of the member plus an additional amount for each child, or the provisions for ordinary death. Ordinary death benefits consist of a pension equal to 40 percent of the average final compensation of the member plus an additional amount for each child, or a lump-sum distribution to the designated beneficiary equal to 50 percent of the previous year's earnable compensation of the member or equal to the amount of the member's total contributions plus interest.

Benefits are increased (escalated) annually in accordance with Iowa Code Chapter 411.6 which states a standard formula for the increases.

Traumatic Personal Injury – The surviving spouse or dependents of an active member who dies due to a traumatic personal injury incurred in the line of duty receives a \$100,000 lump-sum payment.

Deferred Retirement Option Program (DROP) – Active members at least 55 years of age, with 22 or more years of service have the option to participate in the (DROP) Program. The DROP is an arrangement whereby a member who is otherwise eligible to retire and commence benefits opts to continue to work. A member can elect a 3, 4, or 5 year DROP period. By electing to participate in DROP the member is signing a contract indicating the member will retire at the end of the selected DROP period. During the DROP period, the member's retirement benefit is frozen and a DROP benefit is credited to a DROP account established for the member. Assuming the member completes the DROP period, the DROP benefit is equal to 52 percent of the member's retirement benefit at the member's earliest date eligible and 100 percent if the member delays enrollment for 24 months. At the member's actual date of retirement, the member's DROP account will be distributed to the member in the form of a lump sum or rollover to an eligible plan.

Contributions – Member contribution rates are set by state statute. In accordance with Iowa Code Chapter 411 as modified by act of the 1994 General Assembly, to establish compliance with the Federal Older Workers Benefit Protections Act, the contribution rate was 9.40% of earnable compensation for the year ended June 30, 2024.

Employer contribution rates are based upon an actuarially determined normal contribution rate and set by state statute. The required actuarially determined contributions are calculated on the basis of the entry age normal method as adopted by the Board of Trustees as permitted under Chapter 411 of the Code of Iowa. The normal contribution rate is provided by state statute to be the actuarial liabilities of the plan less current plan assets, with such total divided by 1 percent of the actuarially determined present value of prospective future compensation of all members, further reduced by member contributions and state appropriations. Under the Code of Iowa, the City's contribution rate cannot be less than 17.00% of earnable compensation. The contribution rate was 22.98% for the year ended June 30, 2024.

The City's contributions to MFPRSI for the year ended June 30, 2024, totaled \$2,658,452.

If approved by the State Legislature, state appropriations may further reduce the City's contribution rate, but not below the minimum statutory contribution rate of 17.00% of earnable compensation. The State of Iowa, therefore, is considered to be a nonemployer contributing entity in accordance with the provisions of the Governmental Accounting Standards Board Statement No. 67 – *Financial Reporting for Pension Plans*.

There were no state appropriations to MFPRSI during the year ended June 30, 2024.

Net Pension Liability, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2024, the City reported a liability of \$19,451,101 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the MFPRSI relative to the contributions of all MFPRSI participating employers. At June 30, 2023, the City's proportion was 3.106217%, which was an increase of 0.210285% from its proportions measured as of June 30, 2022.

For the year ended June 30, 2024, the City recognized pension expense of \$3,971,016. At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,486,092	\$ -
Changes of assumptions	97,989	-
Net difference between projected and actual earnings on pension plan investments	1,238,548	-
Changes in proportion and differences between City contributions and proportionate share of contributions	2,339,338	-
City contributions subsequent to the measurement date	2,658,452	-
Total	<u>\$ 7,820,419</u>	<u>\$ -</u>

\$2,658,452 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Amount
2025	\$ 1,049,385
2026	(94,500)
2027	3,349,633
2028	814,384
2029	43,065
Total	<u>\$ 5,161,967</u>

Actuarial Assumptions – The total pension liability in the July 1, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation	3.00%.
Salary increases	3.75% to 15.11%, including inflation.
Investment rate of return	7.50%, net of investment expense, including inflation.

The actuarial assumptions used in the June 30, 2023 valuation were based on the results of an actuarial experience study for the period July 1, 2012 through June 30, 2022.

Mortality rates were based on the RP-2014 Blue Collar Healthy Annuitant table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning in 2017.

The long-term expected rate of return on MFPRSI investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (i.e., expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Broad Fixed Income	4.9%
Broad U.S. Equity	7.1
Global Equity	7.2
Broad Non-U.S. Equity	7.4
Managed Futures	5.2
Core Real Estate	6.8
Opportunistic Real Estate	11.1
Global Infrastructure	6.9
Private Credit	10.1
Private Equity	12.1

Discount Rate – The discount rate used to measure the total pension liability was 7.50%. The projection of cash flows used to determine the discount rate assumed contributions will be made at 9.40% of covered payroll and the City's contributions will be made at rates equal to the difference between actuarially determined rates and the member rate. Based on those assumptions, the MFPRSI's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on MFPRSI's investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.50%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate 1% lower (6.50%) or 1% higher (8.50%) than the current rate.

	1% Decrease (6.50%)	Discount Rate (7.50%)	1% Increase (8.50%)
City's proportionate share of the net pension liability:	\$ 34,065,280	\$ 19,451,101	\$ 7,353,429

MFPRSI's Fiduciary Net Position – Detailed information about the MFPRSI's fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI's website at www.mfprsi.org.

Payables to MFPRSI – At June 30, 2024, the City reported payables to the defined benefit pension plan of \$216,075 for legally required employer contributions and \$88,836 for legally required employee contributions which had been withheld from employee wages but not yet remitted to MFPRSI.

	IPERS	MFPRSI	Total
Pension Expense	\$ 1,140,190	\$ 3,971,016	\$ 5,111,206
Net Pension Liability	8,214,320	19,451,101	27,665,421
Deferred Outflows of Resources	4,283,056	7,820,419	12,103,475
Deferred Inflows of Resources	60,894	-	60,894

Note 10 - Risk Management and Insurance

The City is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters. The City's risk management activities are accounted for in the internal service fund, risk management fund, which provides for the purchase of insurance. Workers compensation and general liability coverage are provided through the City's participation in self-insurance pools as described in the subsequent paragraphs. Commercial insurance is purchased for all other risks of loss.

Iowa Municipalities Workers' Compensation Association

The City is a member of the Iowa Municipalities Workers' Compensation Association (Association). The Association is a local government risk-sharing pool whose more than 520 members include various municipal and county governments throughout the State of Iowa. The Association was formed in July 1981, to formulate, develop and administer, on behalf of the member governments, a program of joint self-insurance to stabilize costs related to members' workers' compensation liabilities. Program components include claims management, member education and loss control services. There have been no reductions in insurance coverage from prior years.

Each member pays annual premiums determined by using applicable standard rates for the exposure to risk and applicable experience modification factors of the National Council on Compensation Insurance. Each member may be subject to additional premiums to pay its pro rata share of claims, when they exceed the Association's resources available to pay such claims. A distribution to members may also be made if the Association has excess monies remaining after payment of claims and expenses. The Association uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. Claims exceeding \$1,000,000 are reinsured in an amount not to exceed \$2,000,000 per occurrence. Members may withdraw from the Association at any time provided they provide assets for settlement of all pending claims.

The City's premium contributions to the Association are recorded as expenditures from its operating funds at the time of payment to the risk pool. The City's annual contributions to the Association for the year ended June 30, 2024 were \$438,716.

Iowa Communities Assurance Pool

The City is a member of the Iowa Communities Assurance Pool, as allowed by Chapter 670.7 of the Code of Iowa. The Iowa Communities Assurance Pool (Pool) is a local government risk-sharing pool whose 803 members include various governmental entities throughout the State of Iowa. The Pool was formed in August 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, employment practices liability, public officials liability, cyber liability, and law enforcement liability. There have been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual casualty operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses and reinsurance expenses estimated for the fiscal year, plus all or any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained at a level determined by the Board not to exceed 300% of basis rate.

The Pool also provides property coverage. Members who elect such coverage make annual property operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses, reinsurance premiums, losses and loss expenses for property risks estimated for the fiscal year, plus all or any portion of any deficiency in capital. Any year-end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions.

The City's property and casualty contributions to the Pool are recorded as expenditures from its operating funds at the time of payment to the Pool. The City's contributions to the Pool for the year ended June 30, 2024 were \$535,103.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, employment practices, law enforcement, cyber and public officials' liability risks up to \$500,000 per claim. Claims exceeding \$500,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate. Property and automobile physical damage risks are retained by the Pool up to \$500,000 each occurrence, each location. Property risks exceeding \$500,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate.

The Pool's intergovernmental contract with its members provides that in the event a casualty claim, property loss or series of claims or losses exceeds the amount of risk-sharing protection provided by the City's risk-sharing certificate, or in the event a casualty claim, property loss or series of claims or losses exhausts the Pool's funds and any excess risk-sharing recoveries, then payment of such claims or losses shall be the obligation of the respective individual member against whom the claim was made or the loss was incurred. As of June 30, 2024, settled claims have not exceeded the risk pool or reinsurance coverage since the Pool's inception.

Members agree to continue membership in the Pool for a period of not less than one full year. After such period, a member who has given 60 days' prior written notice may withdraw from the Pool. Upon withdrawal, payments for all casualty claims and claims expenses become the sole responsibility of the withdrawing member, regardless of whether a claim was incurred or reported prior to the member's withdrawal. Upon withdrawal, a formula set forth in the Pool's intergovernmental contract with its members is applied to determine the amount (if any) to be refunded to the withdrawing member.

The City does not report a liability for losses in excess of reinsurance or excess risk-sharing recoveries unless it is deemed probable such losses have occurred and the amount of such loss can be reasonably estimated. Accordingly, at June 30, 2024, no liability has been recorded in the City's financial statements.

Health Insurance

The City operates a health insurance pool for the benefit of its employees that is self-funded through contributions in the form of employee premiums. The City is liable as to medical and dental claims made by the participants in the plan. The pool is self-insured with an annual stop loss deductible of \$100,000 per member and an aggregate stop loss deductible of 125% of expected paid claims. Coverage from a private insurance company is maintained for losses in excess of both the individual and the aggregate stop loss deductibles. The City had three individual stop loss claims and no outstanding aggregate stop loss claims as of June 30, 2024. An independent claims administrator performs the handling of all claims and procedures. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Claims payable includes all known claims and an amount for claims that have been incurred but not reported (IBNR). Changes in the balances of claims payable are as follows:

	2024	2023
Claims payable, beginning of year	\$ 392,000	\$ 302,000
Incurred claims (including IBNR)	4,083,980	4,773,832
Claims payments	(4,080,980)	(4,683,832)
Claims payable, end of year	<u>\$ 395,000</u>	<u>\$ 392,000</u>

The City's health insurance activities are accounted for in the internal service fund, health insurance fund.

Note 11 - Jointly Governed Organizations

The City participates in the Polk County Aviation Authority (PCAA) that operates the Ankeny Regional Airport. The City, along with Polk County, form the PCAA. The City appoints two board members of the five-member board. Through a 28E agreement, which was amended and restated on July 1, 2021, each member government contributes an annual member assessment based on the assessed value of taxable property in its jurisdiction. Each year member government assessments are subject to an adjustment corresponding to the consumer price index. The amended and restated 28E agreement expires June 30, 2031. The City paid \$702,928 to the PCAA in fiscal year 2024.

The City participates in the Metro Waste Authority (MWA). The MWA is responsible for the management of the landfill, compost center, transfer station, hazardous waste and recycling and operates the Curb It! recycling program. The MWA has 17 members, including Ankeny, with each appointing one representative. The City charges residents a monthly solid waste fee to cover the cost of the Curb It! recycling program. The City paid fees totaling \$1,264,349 in fiscal year 2024.

The City is a member of the Des Moines Area Metropolitan Planning Organization (MPO) that is responsible for transportation planning and federal grants allocation within the area. The MPO is comprised of sixteen cities, DART, four associate non-voting cities, unincorporated portions of three counties in central Iowa and one associate non-voting county that appoint 26 voting representatives. The City appoints two representatives. The City paid \$80,471 in membership dues for fiscal year 2024.

The City is a member of the Des Moines Area Regional Transit Authority (DART). DART has 12 member cities and Polk County, which are represented by 12 commissioners. Beginning in fiscal year 2007, DART no longer charged member governments for annual contributions, but instead levied a property tax through Polk County. In addition, the City received \$316,000 in fiscal year 2004 from DART for prepayment of a 25-year lease for a Park-and-Ride lot that started on July 1, 2004. The balance remaining on the lease is \$63,200 as of June 30, 2024.

Des Moines Wastewater Reclamation Authority

The City is a participating community in the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) joint venture. This joint venture provides primary and secondary treatment of the sewer flows of the participating communities. The amended and restated agreement for the WRA was effective July 1, 2004, with the second amended and restated agreement becoming effective June 11, 2014. These agreements amended and restated the previous Integrated Community Area (I.C.A.) Agreement to provide continued operation, improvements and expansion. The WRA Agreement establishes an independent bonding authority for the WRA and provides a framework for additional communities to participate.

Annually, the WRA establishes an allocation to all participating communities based on operations, maintenance, debt service, and reserve requirements. Allocations are based on wastewater reclamation facility flows and adjusted prospectively for differences in budgeted flows and actual flows.

The City retains an ongoing financial responsibility to the WRA since it is obligated in some manner for the debts of the joint venture through the annual allocation. Although the debt of the WRA is to be paid solely and only from WRA revenues, the participating communities in the joint venture cannot withdraw from the joint venture while any bonds issued during the time the entity was a participating community are still outstanding. The WRA Sewer Revenue Bonds Series 2015E and 2021A include provisions that place the WRA debt service requirements on the same parity and rank as other debts of the participating communities. The City does not anticipate the need to contribute additional financial resources beyond the existing agreement.

In June 2024, the WRA issued Sewer Revenue Bonds Series 2024B. In May 2015, the WRA issued Sewer Revenue Bonds Series 2015E for the purpose of refunding Series 2006A. In April 2021, the WRA issued Sewer Revenue Bonds Series 2021A for the purpose of refunding Series 2013B. The WRA agreement requires the debt service of these bonds to be allocated to the participating communities based on the WRA flows of the core communities and expansion communities of each calendar year. As of June 30, 2024, the combined balance of these three revenue bonds was \$77,365,000, with the City's projected future allocation, based on WRA flows, estimated at \$11,582,360.

The WRA Agreement requires the debt service on all State Revolving Loans issued after July 1, 2004, to be allocated to the participating communities based on the WRA flow of the core communities and expansion communities each calendar year. As of June 30, 2024, the total outstanding balance of State Revolving Loan issues amounted to \$338,825,852, with the City's estimated future allocation currently at \$59,075,165.

The WRA Agreement does not provide for the determination of an equity interest for the participating communities. Withdrawing from the joint venture is a forfeit of all reversionary interest and no compensation will be paid. The City retains a revisionary interest percentage in the net position of the WRA redeemable only in the event the WRA is dissolved. Since there is no specific and measurable equity interest in the WRA agreement, no investment in the joint venture has been reported by the City. The City paid membership and participation fees during fiscal year 2024 of \$6,757,557.

The WRA issues separate financial statements that may be obtained at 3000 Vandalia Road, Des Moines, Iowa 50317-1346.

Note 12 - Commitments and Contingencies

The City has outstanding commitments for purchase orders that have been issued to various vendors. For budgetary purposes, these commitments are considered encumbrances. The City's encumbrances at June 30, 2024, in the general fund, road use tax fund, capital projects fund, nonmajor governmental funds, and internal service funds were \$2,040,193, \$2,845,991, \$759,909, \$8,457, and \$1,616,232, respectively. The City also had encumbrances in

the water fund, sewer fund, storm water fund, and nonmajor enterprise funds of \$245,406, \$17,150, \$125,130, and \$58,770, respectively.

The City has outstanding commitments for construction projects including street improvements, park improvements, utility improvements and other construction and engineering projects. The City's commitment to these contracts at June 30, 2024, is \$41,926,637.

Note 13 - Other Postemployment Benefits (OPEB)

Plan Description – The City administers a single-employer health defined benefit plan which provides medical, prescription drug and dental benefits for employees, retirees and their spouses. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

OPEB Benefits – Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay the same premium for the medical, prescription drug and dental benefits as active employees, which results in an implicit rate subsidy and an OPEB liability.

Retired participants must be age 55 or older at retirement. At July 1, 2022, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	8
Active employees	<u>291</u>
Total	<u><u>299</u></u>

Total OPEB Liability – The City's total OPEB liability of \$2,978,428 was measured as of June 30, 2024, and was determined by an actuarial valuation as of July 1, 2022. Liabilities in this report were calculated as of the valuation date.

Actuarial Assumptions – The total OPEB liability as of the measurement date, actuarial valuation was determined using the following actuarial assumptions and the entry age normal level percentage of pay actuarial cost method, applied to all periods included in the measurement.

Rate of inflation	3.00% per annum.
Rates of salary increase	4.00% per annum.
Discount rate	3.54% per annum.
Health care cost trend rate	5.00% per annum.

Discount Rate – The discount rate used to measure the total OPEB liability was 3.54% which reflects the index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

Mortality rates are from the RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2021 generational projection of future mortality improvement. Annual retirement probabilities are based on varying rates by age and employee type and turnover probabilities are based on varying rates by age from the Scale T-6 of the Actuary's Pension Handbook.

The actuarial assumptions used in the July 1, 2022, valuation were based on the results of an actuarial experience study with dates corresponding to those listed above.

Changes in the Total OPEB Liability

	Total OPEB Liability
Total OPEB liability beginning of year	\$ 2,757,594
Changes for the year:	
Service cost	235,580
Interest	103,859
Differences between expected and actual experiences	-
Changes in assumptions	-
Benefit payments	(118,605)
Net changes	220,834
Total OPEB liability end of year	<u>\$ 2,978,428</u>

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (2.54%) or 1% higher (4.54%) than the current discount rate.

	1% Decrease (2.54%)	Discount Rate (3.54%)	1% Increase (4.54%)
Total OPEB liability	\$ 3,281,761	\$ 2,978,428	\$ 2,707,392

Sensitivity of the City's Total OPEB Liability to Changes in the Healthcare Cost Trend Rates – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (4.00%) or 1% higher (6.00%) than the current healthcare cost trend rates.

	1% Decrease (4.00%)	Healthcare Cost Trend Rate (5.00%)	1% Increase (6.00%)
Total OPEB liability	\$ 2,610,622	\$ 2,978,428	\$ 3,419,319

OPEB Expense and Deferred Outflows and Inflows of Resources Related to OPEB – For the year ended June 30, 2024, the City recognized OPEB expense of \$390,224. At June 30, 2024, the City reported deferred outflows and inflows of resources related to OPEB from the following resources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Economic/Demograph Losses	\$ 373,292	\$ -
Assumption Changes	207,266	312,593
Total	<u>\$ 580,558</u>	<u>\$ 312,593</u>

The amount reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ended	
June 30,	Amount
2025	\$ 50,783
2026	50,783
2027	50,783
2028	50,783
2029	50,783
Thereafter	14,051
	<u>\$ 267,966</u>

Note 14 – Landfill Closure and Postclosure Care

During fiscal year 2006, the U.S. Environmental Protection Agency (EPA) initiated legal action against the City, Deere & Company and the U.S. Army Corps for the costs involved in the performance of a removal action at Operable Unit 1, Landfill and Lagoon Complex of the Des Moines Ex Ordnance Site located in Ankeny, Polk County, Iowa.

During fiscal year 2011, actions were completed to remediate and cap the abandoned landfill and lagoon complex with 75% of the costs being paid by Deere & Company and 25% by the City.

State and federal regulations require that certain maintenance and monitoring functions be performed at the site for thirty years after closure. By agreement, the City is responsible for maintenance and monitoring, of which Deere & Company agreed to pay the future value of their proportionate share of costs upfront. Subsequently, the Landfill Postclosure Fund was created to record Deere & Company's payment. The City's long-term maintenance and monitoring costs are an expense of the Solid Waste Fund.

At June 30, 2024, the ending fund balance of the Landfill Postclosure Fund was \$79,002.

Note 15 – Tax Abatements

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax receipts to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

City Tax Abatements

The City provides tax abatements under two programs: the urban renewal program and the urban revitalization tax exemptions program.

The urban renewal program provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or to pay the developers a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2024, \$674,522 of property tax was diverted from the City under the urban renewal program.

The urban revitalization tax exemptions program provides tax abatements, designating a portion of the City as an urban revitalization area, to encourage private development and improvements to the area. The program is established under Chapter 404 of the Code of Iowa and requires an application be obtained by the property owner prior to commencing the improvements.

For the year ended June 30, 2024, \$23,522 of property tax was forgone under the urban revitalization tax exemptions program.

Note 16 – Future Adoption of GASB Pronouncements

As of June 30, 2024, the GASB has issued several statements not yet implemented by the City. The statements which might impact the City are as follows:

Statement No. 101 “Compensated Absences”

This statement was issued to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this statement are effective for reporting periods beginning after December 15, 2023.

Statement No. 102 “Certain Risk Disclosures”

This statement was issued to provide users of government financial statements with essential information about risks related to a government’s vulnerabilities due to certain concentrations or constraints. The requirements of this statement are effective for reporting periods beginning after June 15, 2024.

Statement No. 103 “Financial Reporting Model Improvements”

This statement was issued to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government’s accountability. This Statement also addresses certain application issues. The requirements of this statement are effective for reporting periods beginning after June 15, 2025.

Statement No. 104 “Disclosure of Certain Capital Assets”

This statement was issued to provide users of government financial statements with essential information about certain types of capital assets. The requirements of this statement are effective for reporting periods beginning after June 15, 2025.

Required Supplementary Information

City of Ankeny, Iowa
Required Supplementary Information
Budgetary Comparison Schedule (Cash Basis) - All Governmental and Proprietary Funds
For the Year Ended June 30, 2024

	Governmental Fund Types Actual	Proprietary Fund Types Actual	Total All Budgeted Funds Actual	Budgeted Amounts		Variance with Final Budget Positive (Negative)
				Original	Final	
Revenues:						
Property taxes	\$ 47,054,101	\$ -	\$ 47,054,101	\$ 47,164,752	\$ 47,164,752	\$ (110,651)
Tax increment financing	10,346,451	-	10,346,451	10,338,833	10,399,304	(52,853)
Other city taxes	4,167,885	-	4,167,885	3,955,747	4,315,747	(147,862)
Licenses and permits	1,997,779	73,760	2,071,539	1,798,500	1,582,600	488,939
Use of money and property	7,359,165	581,187	7,940,352	3,761,559	7,769,025	171,327
Intergovernmental	17,871,779	-	17,871,779	16,781,187	18,849,626	(977,847)
Charges for services	5,783,658	43,504,081	49,287,739	47,889,146	48,713,235	574,504
Special assessments	1,537,276	-	1,537,276	-	479,689	1,057,587
Miscellaneous	3,702,501	2,990,060	6,692,561	3,860,663	5,717,633	974,928
Total revenues	99,820,595	47,149,088	146,969,683	135,550,387	144,991,611	1,978,072
Expenditures/Expenses:						
Public safety	27,881,706	-	27,881,706	29,943,122	30,568,753	2,687,047
Public works	9,134,063	-	9,134,063	9,048,510	11,334,167	2,200,104
Culture and recreation	10,335,744	-	10,335,744	11,087,567	11,293,389	957,645
Community and economic development	5,411,741	-	5,411,741	5,472,145	5,677,607	265,866
General government	5,325,544	-	5,325,544	5,528,849	5,735,851	410,307
Debt service	25,026,907	-	25,026,907	25,028,489	25,026,907	-
Capital projects	29,734,504	-	29,734,504	30,775,398	40,158,656	10,424,152
Business-type	-	45,622,783	45,622,783	64,160,415	57,003,932	11,381,149
Total expenditures/expenses	112,850,209	45,622,783	158,472,992	181,044,495	186,799,262	28,326,270
Excess (deficiency) of revenues over (under) expenditures/expenses	(13,029,614)	1,526,305	(11,503,309)	(45,494,108)	(41,807,651)	30,304,342
Other financing sources (uses), net	19,124,389	9,829,356	28,953,745	23,220,000	39,177,238	(10,223,493)
Excess (deficiency) of revenues and other financing sources over (under) expenditures/expenses and other financing uses	6,094,775	11,355,661	17,450,436	(22,274,108)	(2,630,413)	20,080,849
Beginning fund balance, July 1	88,722,242	53,919,403	142,641,645	126,955,211	142,641,645	-
Ending fund balance, June 30	\$ 94,817,017	\$ 65,275,064	\$ 160,092,081	\$ 104,681,103	\$ 140,011,232	\$ 20,080,849

The notes to the required supplementary information are an integral part of this schedule.

City of Ankeny, Iowa
Explanation of Differences Between Budgetary Basis and
Generally Accepted Accounting Principles (GAAP) Basis
Revenues and Expenditures for the Governmental Funds
For the Year Ended June 30, 2024

Revenues and other financing sources:

Actual amount of "total revenues and other financing sources" on a budgetary basis from the budgetary comparison schedule - program budget	\$ 118,045,581
On a budgetary basis, the City does not record revenues until the cash has been received. This differs from GAAP, which records revenues as they are earned and available.	(962,322)
Investments are recorded at their fair value on a GAAP basis while on a budget basis, investments are recorded at their net cost including accrued interest.	533,627
On a budgetary basis, the City does not record underwriters' discounts from bond issuances.	39,104
Transfers from enterprise funds to the debt service fund for bond principal and interest payments are reported as transfers on a budgetary basis. These transfers are eliminated and the debt payments are recorded directly in the enterprise fund on a GAAP basis.	<u>(1,795,975)</u>
Total GAAP basis revenues and other financing sources for the governmental funds	<u>\$ 115,860,015</u>

Expenditures and other financing uses:

Actual amount of "expenditures and other financing uses" on a budgetary basis from the budgetary comparison schedule - program budget	\$ 112,850,209
On a budgetary basis, the City does not record expenditures until the cash has been paid. This differs from GAAP, which records expenditures as the liability is incurred.	38,230
On a budgetary basis, the City does not record underwriters' discounts from bond issuances.	39,104
Transfers from enterprise funds to the debt service fund for bond principal and interest payments are reported as transfers in on a budgetary basis. These transfers are eliminated and the debt payments are recorded directly in the enterprise fund on a GAAP basis	<u>(1,795,975)</u>
Total GAAP basis expenditures and other financing uses for the governmental funds	<u>\$ 111,131,568</u>

The notes to the required supplementary information are an integral part of this schedule.

City of Ankeny, Iowa
Explanation of Differences Between Budgetary
Basis and GAAP Basis Revenues and Expenses
for the Proprietary Funds
For the Year Ended June 30, 2024

Revenues and other financing sources:

Actual amount of "total revenues and other financing sources" on a budgetary basis from the budgetary comparison schedule - program budget	\$ 47,149,088
On a budgetary basis, the City does not record revenues until the cash has been received. This differs from GAAP, which records revenues as they are earned and available.	400,591
Customer deposits and unearned revenue are recorded as revenue on a budgetary basis. On a GAAP basis, these deposits are reported as a liability.	<u>(15,372)</u>
Total GAAP basis revenues, nonoperating revenues, and transfers in	<u><u>\$ 47,534,307</u></u>

Expenses and other financing uses:

Actual amount of "expenditures and other financing uses" on a budgetary basis from the budgetary comparison schedule - program budget	\$ 45,622,783
On a budgetary basis, the City does not record expenditures until the cash has been paid. This differs from GAAP, which records expenses as the liability is incurred.	(1,409,892)
Principal payments on indebtedness are recorded as an expenditure on a budgetary basis, but are not expensed on a GAAP basis.	(1,357,000)
Bond premiums and discounts are not recorded on a budgetary basis. These are recorded and amortized under GAAP.	(212,156)
Depreciation and losses on capital assets are reported on a GAAP basis but are not recorded on a budgetary basis	6,364,248
Purchases of capital assets are reported as an expense on a budget basis but are capitalized and depreciated on a GAAP basis	(13,327,128)
Transfers from enterprise funds to the debt service fund for bond interest payments are reported as transfers in on a budgetary basis. These transfers are eliminated and the debt payments are recorded directly in the enterprise fund on a GAAP basis.	401,641
Repayments of loans to the equipment reserve fund are recorded as an expenditure on a budget basis. No expenditure is recorded for loan repayments on a GAAP basis.	<u>(119,025)</u>
Total GAAP basis expenses, nonoperating expenses, and transfers out	<u><u>\$ 35,963,471</u></u>

The notes to the required supplementary information are an integral part of this schedule.

Notes to the Required Supplementary Information

City of Ankeny, Iowa

June 30, 2024

Budgetary Information

The City prepares, adopts and submits to the State of Iowa an annual budget on a program basis for all combined funds, except for the internal service funds and the agency funds, as prescribed by Iowa statutes. The State of Iowa requires that annual budgets for the year beginning July 1 be certified to the County Auditor no later than April 30 preceding the beginning of the fiscal year. The adopted budget constitutes the City's appropriation for each program and purpose specified therein until amended.

After the initial budget is adopted, the budget may be amended for specific purposes. Budget amendments are required for budget transfers between funds as well as between programs. Management is not authorized to amend the budget without the approval of City Council. The City filed two budget amendments for the fiscal year ended June 30, 2024. The amendment increased estimated revenues by \$9,441,224 and increased expenditures by \$5,754,767. The City's budget amendment was essentially a complete re-estimate of the original budget. The amendments accounted for many changes in estimates and did not represent just a few specific activities or outlays; however, the increase in revenues are primarily related to increases in hotel/motel taxes, utility franchise taxes, interest income, capital grants, developer contributions 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, facility repairs and maintenance, vehicle and equipment repairs and maintenance, the timing of capital projects, and the cost of the special census.

The City Council also approves a five-year capital improvement program. This capital improvement program is reviewed and revised annually by the City Council. A public hearing is held in regard to proposed capital improvements for the City. The first year of this plan is integrated into the City's accounting and reporting system along with the annual operating budget.

The State of Iowa allows the total cost of a construction project to be budgeted in one annual budget even if the project extends beyond that fiscal year. The remaining appropriation continues until the project is completed as long as (1) the total cost of the project is adopted after a public hearing as required by State code, (2) the cost must be included in an adopted or amended city budget, and (3) if the cost of a project exceeds the continuing appropriation, an additional appropriation must be included in a subsequent budget or amendment.

The legal level of control (the level at which expenditures may not legally exceed appropriations) is the program level for all funds combined rather than at the individual fund level. The nine programs mandated by the State are: (1) public safety, (2) public works, (3) health and social services, (4) culture and recreation, (5) community and economic development, (6) general government, (7) debt service, (8) capital projects and (9) business type/enterprise. Since the City maintains its budgets at the individual fund level, it is necessary to aggregate the expenditures of the budgeted activities within the individual funds on a program basis and to compare such program totals with the program budgeted totals in order to demonstrate legal compliance with the budget. During the year ended June 30, 2024, expenditures did not exceed budgeted amounts in any of the nine programs. Budgetary compliance is demonstrated in the required supplementary information.

Revenues are credited to the individual fund types while expenditures/expenses are classified according to program areas within the individual funds for budgetary control purposes. Expenditures are compared to budget appropriations according to the nine general program designations.

Unencumbered appropriations, other than amounts appropriated for capital projects, lapse at year-end. Appropriations for unfinished capital projects are carried forward indefinitely.

All general obligation bond payments, including those for which financial reporting purposes are accounted for through the enterprise funds, are budgeted through the debt service fund.

All funds are budgeted on a cash basis method of accounting. Expenditures are recognized when cash is disbursed and revenues are recognized when cash is received. This is an accounting method not in conformance with accounting principles generally accepted in the United States of America. Budgetary basis expenditures and revenues are reconciled to GAAP basis expenditures and revenues in the required supplementary information.

City of Ankeny, Iowa
Required Supplementary Information
Schedule of the City's Proportionate Share of the Net Pension Liability (Asset)
Iowa Public Employees' Retirement System
For the Last Ten Years ⁽¹⁾

	2024	2023	2022*	2021
City's proportion of the net pension liability (asset)	0.18199%	0.17448%	0.14047%	0.15256%
City's proportionate share of the net pension liability (asset)	\$ 8,214,320	\$ 6,592,012	\$ (484,948)	\$ 10,716,951
City's covered payroll	\$ 16,639,308	\$ 15,337,661	\$ 14,150,555	\$ 12,882,150
City's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	49.37%	42.98%	-3.43%	83.19%
Plan fiduciary net position as a percentage of the total pension liability (asset)	90.13%	91.40%	100.81%	82.90%

⁽¹⁾ The amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

* The Plan has three groups; regular, sheriff and protection. In total, the Plan reported a net pension liability at June 30, 2022. However, the City only participates in the regular and protection groups. The City's portion of these groups resulted in a net pension liability at June 30, 2022.

See accompanying independent auditors' report.

2020	2019	2018	2017	2016	2015
0.14974%	0.14291%	0.14022%	0.13229%	0.12894%	0.12544%
\$ 8,670,908	\$ 9,043,660	\$ 9,340,381	\$ 8,325,346	\$ 6,370,200	\$ 4,974,770
\$ 12,529,803	\$ 11,888,287	\$ 11,681,267	\$ 10,528,957	\$ 9,681,761	\$ 9,699,344
69.20%	76.07%	79.96%	79.07%	65.80%	51.29%
85.45%	83.62%	82.21%	81.82%	85.19%	87.61%

City of Ankeny, Iowa
Required Supplementary Information
Schedule of the City Contributions
Iowa Public Employees' Retirement System
Last 10 Fiscal Years

	Fiscal Year				
	2024	2023	2022	2021	2020
Statutorily required contribution	\$ 1,682,945	\$ 1,585,885	\$ 1,444,883	\$ 1,335,693	\$ 1,219,602
Contributions in relation to the statutorily required contribution	<u>(1,682,945)</u>	<u>(1,585,885)</u>	<u>(1,444,883)</u>	<u>(1,335,693)</u>	<u>(1,219,602)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 17,881,142	\$ 16,639,308	\$ 15,337,661	\$ 14,150,555	\$ 12,882,150
Contributions as a percentage of covered payroll	9.41%	9.53%	9.42%	9.44%	9.47%

Fiscal Year				
2019	2018	2017	2016	2015
\$ 1,191,159	\$ 1,070,922	\$ 1,054,434	\$ 949,821	\$ 909,593
(1,191,159)	(1,070,922)	(1,054,434)	(949,821)	(909,593)
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 12,529,803	\$ 11,888,287	\$ 11,681,267	\$ 10,528,957	\$ 9,681,761
9.51%	9.01%	9.03%	9.02%	9.39%

Notes to the Required Supplementary Information: IPERS Pension Liability

City of Ankeny, Iowa
June 30, 2024

Changes in benefit terms:

There were no significant changes of benefit terms.

Changes in assumptions:

The 2022 valuation incorporated the following refinements after a quadrennial experience study:

- Changed the mortality assumptions to the PubG-2010 mortality tables with mortality improvements modeled using Scale MP-2021.
- Adjusted retirement rates for Regular members.
- Lowered disability rates for Regular members.
- Adjusted termination rates for all membership groups.

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed the mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates.
- Lowered disability rates.
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

City of Ankeny, Iowa
Required Supplementary Information
Schedule of the City's Proportionate Share of the Net Pension Liability
Municipal Fire and Police Retirement System of Iowa
For the Last Ten Years ⁽¹⁾

	Fiscal Year		
	2024	2023	2022
City's proportion of the net pension liability (asset)	3.10622%	2.89593%	2.69516%
City's proportionate share of the net pension liability	\$ 19,451,101	\$ 16,262,699	\$ 6,052,621
City's covered payroll	\$ 10,928,687	\$ 9,562,739	\$ 8,580,771
City's proportionate share of the net pension liability as a percentage of its covered payroll	177.98%	170.06%	70.54%
Plan fiduciary net position as a percentage of the total pension liability	83.53%	84.62%	93.62%

⁽¹⁾ The amounts presented for each fiscal year were determined as of June 30 as of the preceding fiscal year.

See accompanying independent auditors' report.

Fiscal Year						
2021	2020	2019	2018	2017	2016	2015
2.56308%	2.39490%	1.96805%	1.96390%	1.87199%	1.78695%	1.66118%
\$ 20,443,126	\$ 15,708,812	\$ 11,717,850	\$ 11,517,790	\$ 11,704,791	\$ 8,395,358	\$ 6,021,760
\$ 8,142,991	\$ 7,175,380	\$ 5,717,714	\$ 5,562,204	\$ 5,072,834	\$ 4,686,212	\$ 4,242,165
251.05%	218.93%	204.94%	207.07%	230.73%	179.15%	141.95%
76.47%	79.94%	81.07%	80.60%	78.20%	83.04%	86.27%

City of Ankeny, Iowa
Required Supplementary Information
Schedule of the City Contributions
Municipal Fire and Police Retirement System of Iowa
Last 10 Fiscal Years

	Fiscal Year			
	2024	2023	2022	2021
Statutorily required contribution	\$ 2,658,452	\$ 2,694,134	\$ 2,560,639	\$ 2,216,680
Contributions in relation to the statutorily required contribution	<u>\$ (2,658,452)</u>	<u>\$ (2,694,134)</u>	<u>(2,560,639)</u>	<u>(2,216,680)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 11,921,090	\$ 10,928,687	\$ 9,562,739	\$ 8,580,771
Contributions as a percentage of covered payroll	22.30%	24.65%	26.78%	25.83%

Fiscal Year					
2020	2019	2018	2017	2016	2015
\$ 1,987,706	\$ 1,886,380	\$ 1,468,573	\$ 1,441,723	\$ 1,408,757	\$ 1,425,075
<u>(1,987,706)</u>	<u>(1,886,380)</u>	<u>(1,468,573)</u>	<u>(1,441,723)</u>	<u>(1,408,757)</u>	<u>(1,425,075)</u>
<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
\$ 8,142,991	\$ 7,175,380	\$ 5,717,714	\$ 5,562,204	\$ 5,072,834	\$ 4,686,212
24.41%	26.29%	25.68%	25.92%	27.77%	30.41%

Notes to the Required Supplementary Information: MFPRSI Pension Liability

City of Ankeny, Iowa
June 30, 2024

Changes in benefit terms:

There were no significant changes of benefit terms.

Changes in assumptions:

The 2018 valuation changed postretirement mortality rates to the RP-2014 Blue Collar Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvements with 50% of Scale BB beginning in 2017.

The 2017 valuation added five years projection of future mortality improvement with Scale BB.

The 2016 valuation changed postretirement mortality rates to the RP-2000 Blue Collar Combined Healthy Mortality Table with males set-back two years, females set-forward one year and disabled individuals set-forward one year (male only rates), with no projection of future mortality improvement.

The 2015 valuation phased in the 1994 Group Annuity Mortality Table for postretirement mortality. This resulted in a weighting of 1/12 of the 1971 Group Annuity Mortality Table and 11/12 of the 1994 Group Annuity Mortality Table.

Notes to the Required Supplementary Information:
Schedule of Changes in the City's Total OPEB Liability and Related Ratios
Last Seven Fiscal Years ⁽¹⁾

City of Ankeny, Iowa
June 30, 2024

	2024	2023	2022	2021	2020	2019	2018
Service cost	\$ 235,580	\$ 226,522	\$ 232,674	\$ 223,726	\$ 101,327	\$ 97,430	\$ 83,710
Interest cost	103,859	96,049	63,378	59,390	70,570	67,606	53,255
Differences between expected and actual experiences	-	8,065	-	389,492	-	230,957	-
Changes in assumptions	-	(348,879)	-	288,048	-	(48,969)	54,497
Benefit payments	(118,605)	(103,420)	(103,833)	(119,370)	(96,688)	(87,985)	(58,679)
Net change in total OPEB liability	220,834	(121,663)	192,219	841,286	75,209	259,039	132,783
Total OPEB liability beginning of year	2,757,594	2,879,256	2,687,037	1,845,751	1,770,542	1,511,503	1,378,720
Total OPEB liability end of year	\$ 2,978,428	\$ 2,757,594	\$ 2,879,256	\$ 2,687,037	\$ 1,845,751	\$ 1,770,542	\$ 1,511,503
Covered-employee payroll	\$ 29,432,101	\$ 27,015,813	\$ 24,473,912	\$ 21,897,563	\$ 20,107,655	\$ 18,592,405	\$ 16,587,836
Total OPEB liability as a percentage of covered-employee payroll	10.12%	10.21%	11.76%	12.27%	9.18%	9.52%	9.11%

Notes to Schedule of Changes in the City's Total OPEB Liability and Related Ratios

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Changes in benefit terms:

There were no significant changes in benefit terms.

Changes in assumptions:

The mortality assumption changed to the RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2021 generational projection of future mortality improvement for the year ended June 30, 2023.

Changes in assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rate used in each period.

Year ended June 30, 2024	3.54%	Year ended June 30, 2020	3.87%
Year ended June 30, 2023	3.54%	Year ended June 20, 2019	3.87%
Year ended June 30, 2022	2.21%	Year ended June 30, 2018	3.58%
Year ended June 30, 2021	2.21%		

⁽¹⁾ The schedule is intended to present information for ten years. Information prior to 2018 is not available.

Nonmajor Governmental Funds

Fire Gift Fund - Accounts for donations to be used specifically for the fire department.

Hawkeye Park Fund - Accounts for revenues from players fees at the Hawkeye Park Sports Complex to be used for park improvements.

Police Gift Fund - Accounts for donations to be used specifically for the police department.

Police Seizure Fund - Accounts for monies obtained through property seizures and forfeitures to be used specifically for the police department.

Police/Fire Pension Fund - Accounts for taxes levied to fund the City's required matching contributions to the police and fire retirement system.

Employee Benefits Fund - Accounts for taxes levied to fund employee benefits.

Landfill Postclosure Fund – Accounts for maintenance activities undertaken at the remediated landfill to maintain the integrity of containment features and to monitor compliance with applicable performance standards.

Friends of the Ankeny Library Fund – A blended component unit which accounts for the collection and disbursement of funds for the Friends of the Ankeny Library.

Park Dedication Fund - Accounts for monetary payments by developers for the construction and development of public parks.

Sports Complex Foundation Fund – A blended component unit which accounts for activities of the Ankeny Sports Complex Foundation.

Ankeny Garden Club Fund – Accounts for donations to be used for the creation and maintenance of public gardens.

Miracle Park Fund – Accounts for donations to be used for the operations and maintenance costs of the Miracle League Field and All-Inclusive Playground.

Dog Park Fund– Accounts for donations to be used for the construction of a dog park.

Parks and Recreation Scholarship – Accounts for donations restricted for Parks and Recreation scholarships.

Civic Fund – Accounts for contributions made by the master developer of Prairie Trail to be used for civic improvements.

Special Assessments Fund - Accounts for collection of assessments levied against affected properties to pay for improvements.

City of Ankeny, Iowa
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	Special Revenue						
	Fire Gift	Hawkeye Park	Police Gift	Police Seizure	Police/Fire Pension	Employee Benefits	Landfill Postclosure
Assets							
Cash and cash equivalents	\$ 34,151	\$ 29,321	\$ 23,674	\$ 82,571	\$ 1,549,548	\$ -	\$ 79,002
Receivables:							
Interest	-	-	-	-	434	-	-
Taxes	-	-	-	-	2,971,008	1,055,111	-
Accounts	-	-	-	659	-	-	-
Special assessments	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	6,308	-	-
Total assets	<u>\$ 34,151</u>	<u>\$ 29,321</u>	<u>\$ 23,674</u>	<u>\$ 83,230</u>	<u>\$ 4,527,298</u>	<u>\$ 1,055,111</u>	<u>\$ 79,002</u>
Liabilities							
Accounts payable	\$ -	\$ -	\$ -	\$ -	6,497	-	-
Accrued wages	-	-	-	-	115,921	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>122,418</u>	<u>-</u>	<u>-</u>
Deferred Inflows of Resources							
Unavailable revenues							
Property taxes	-	-	-	-	2,966,777	1,055,111	-
Special assessments	-	-	-	-	-	-	-
Other long-term receivables	-	-	-	346	6,166	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>346</u>	<u>2,972,943</u>	<u>1,055,111</u>	<u>-</u>
Fund balances							
Restricted	<u>34,151</u>	<u>29,321</u>	<u>23,674</u>	<u>82,884</u>	<u>1,431,937</u>	<u>-</u>	<u>79,002</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 34,151</u>	<u>\$ 29,321</u>	<u>\$ 23,674</u>	<u>\$ 83,230</u>	<u>\$ 4,527,298</u>	<u>\$ 1,055,111</u>	<u>\$ 79,002</u>

								Capital Project	Total Nonmajor Governmental Funds
Friends of the Ankeny Library	Park Dedication	Sports Complex Foundation	Ankeny Garden Club	Miracle Park	Dog Park	Parks & Recreation Scholarship	Civic	Special Assessments	
\$ 100,404	\$ 432,008	\$ 159,925	\$ 11,875	\$ 73,085	\$ 1,448	\$ 28,275	\$ -	\$ 1,537,276	\$ 4,142,563
-	-	-	-	-	-	-	-	-	434
-	-	-	-	-	-	-	-	-	4,026,119
34	-	4,050	-	-	-	-	-	-	4,743
-	-	-	-	-	-	-	-	2,463,857	2,463,857
-	-	-	-	-	-	-	-	1,627	7,935
<u>\$ 100,438</u>	<u>\$ 432,008</u>	<u>\$ 163,975</u>	<u>\$ 11,875</u>	<u>\$ 73,085</u>	<u>\$ 1,448</u>	<u>\$ 28,275</u>	<u>\$ -</u>	<u>\$ 4,002,760</u>	<u>\$ 10,645,651</u>
\$ 2,548	\$ -	\$ -	\$ -	\$ 2,611	\$ -	\$ -	\$ -	\$ -	\$ 11,656
-	-	-	-	-	-	-	-	-	115,921
<u>2,548</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,611</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>127,577</u>
-	-	-	-	-	-	-	-	-	4,021,888
-	-	-	-	-	-	-	-	2,299,464	2,299,464
34	-	-	-	-	-	-	-	-	6,546
<u>34</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,299,464</u>	<u>6,327,898</u>
97,856	432,008	163,975	11,875	70,474	1,448	28,275	-	1,703,296	4,190,176
<u>\$ 100,438</u>	<u>\$ 432,008</u>	<u>\$ 163,975</u>	<u>\$ 11,875</u>	<u>\$ 73,085</u>	<u>\$ 1,448</u>	<u>\$ 28,275</u>	<u>\$ -</u>	<u>\$ 4,002,760</u>	<u>\$ 10,645,651</u>

City of Ankeny, Iowa
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2024

	Special Revenue						
	Fire Gift	Hawkeye Park	Police Gift	Police Seizure	Police/Fire Pension	Employee Benefits	Landfill Postclosure
Revenues							
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ 2,553,878	\$ -	\$ -
Other taxes and assessments	-	-	-	-	18,811	-	-
Intergovernmental	-	-	-	13,808	73,642	-	-
Charges for services	-	6,535	-	-	-	-	-
Use of money and property	1,759	1,716	828	3,929	26,252	-	4,445
Miscellaneous	2,525	-	23,495	495	-	-	-
Total revenues	<u>4,284</u>	<u>8,251</u>	<u>24,323</u>	<u>18,232</u>	<u>2,672,583</u>	<u>-</u>	<u>4,445</u>
Expenditures							
Current operating:							
Public safety	3,237	-	10,826	34,990	2,720,752	-	-
Culture and recreation	-	16,781	-	-	-	-	-
Total expenditures	<u>3,237</u>	<u>16,781</u>	<u>10,826</u>	<u>34,990</u>	<u>2,720,752</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,047</u>	<u>(8,530)</u>	<u>13,497</u>	<u>(16,758)</u>	<u>(48,169)</u>	<u>-</u>	<u>4,445</u>
Other financing (uses)							
Transfers out	-	-	-	-	-	-	(11,818)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(11,818)</u>
Net change in fund balances	1,047	(8,530)	13,497	(16,758)	(48,169)	-	(7,373)
Fund balances, beginning	<u>33,104</u>	<u>37,851</u>	<u>10,177</u>	<u>99,642</u>	<u>1,480,106</u>	<u>-</u>	<u>86,375</u>
Fund balances, ending	<u>\$ 34,151</u>	<u>\$ 29,321</u>	<u>\$ 23,674</u>	<u>\$ 82,884</u>	<u>\$ 1,431,937</u>	<u>\$ -</u>	<u>\$ 79,002</u>

								Capital Project	Total Nonmajor Governmental Funds
Friends of the Ankeny Library	Park Dedication	Sports Complex Foundation	Ankeny Garden Club	Miracle Park	Dog Park	Parks & Recreation Scholarship	Civic	Special Assessments	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,553,878
-	-	-	-	-	-	-	-	1,703,296	1,722,107
-	-	-	-	-	-	-	-	-	87,450
-	-	18,480	-	-	-	-	-	-	25,015
6,554	25,714	7,571	533	3,697	72	1,393	-	-	84,463
50,168	6,532	-	1,775	6,020	-	-	-	-	91,010
56,722	32,246	26,051	2,308	9,717	72	1,393	-	1,703,296	4,563,923
-	-	-	-	-	-	-	-	-	2,769,805
47,198	-	-	-	9,240	-	292	-	-	73,511
47,198	-	-	-	9,240	-	292	-	-	2,843,316
9,524	32,246	26,051	2,308	477	72	1,101	-	1,703,296	1,720,607
-	(100,000)	-	-	-	-	-	(340,101)	-	(451,919)
-	(100,000)	-	-	-	-	-	(340,101)	-	(451,919)
9,524	(67,754)	26,051	2,308	477	72	1,101	(340,101)	1,703,296	1,268,688
88,332	499,762	137,924	9,567	69,997	1,376	27,174	340,101	-	2,921,488
\$ 97,856	\$ 432,008	\$ 163,975	\$ 11,875	\$ 70,474	\$ 1,448	\$ 28,275	\$ -	\$ 1,703,296	\$ 4,190,176

Nonmajor Enterprise Funds

Solid Waste Fund - Accounts for the City's activities to provide recycling services and the long-term maintenance and monitoring costs of the remediated landfill.

Otter Creek Golf Course Fund - Accounts for the operation and improvement of the municipally owned golf course.

City of Ankeny, Iowa
Combining Statement of Net Position
Nonmajor Enterprise Funds
June 30, 2024

	Enterprise Funds		
	Solid Waste	Otter Creek Golf Course	Totals
Assets			
Current assets:			
Cash and cash equivalents	\$ 542,770	\$ 2,410,754	\$ 2,953,524
Receivables:			
Accounts	181,091	33,865	214,956
Special assessments	305	-	305
Intergovernmental	9	1,558	1,567
Inventory	-	83,935	83,935
Total current assets	<u>724,175</u>	<u>2,530,112</u>	<u>3,254,287</u>
Noncurrent assets:			
Capital assets:			
Land	-	985,942	985,942
Depreciable assets, net of accumulated depreciation	-	2,843,447	2,843,447
Total capital assets	<u>-</u>	<u>3,829,389</u>	<u>3,829,389</u>
Total noncurrent assets	<u>-</u>	<u>3,829,389</u>	<u>3,829,389</u>
Total assets	<u>724,175</u>	<u>6,359,501</u>	<u>7,083,676</u>
Deferred Outflows of Resources			
Pension related deferred outflows	9,830	175,406	185,236
OPEB related deferred outflows	-	13,717	13,717
Total deferred outflows of resources	<u>9,830</u>	<u>189,123</u>	<u>198,953</u>
Liabilities			
Current liabilities:			
Accounts payable	126,967	95,250	222,217
Accrued wages	-	67,190	67,190
Due to other funds	-	55,470	55,470
Compensated absences payable	-	21,480	21,480
OPEB Liability	-	2,566	2,566
Total current liabilities	<u>126,967</u>	<u>241,956</u>	<u>368,923</u>
Noncurrent liabilities:			
Compensated absences payable	-	65,341	65,341
Advances from other funds	-	105,416	105,416
Net pension liability	20,164	359,793	379,957
OPEB liability	-	67,805	67,805
Total noncurrent liabilities	<u>20,164</u>	<u>598,355</u>	<u>618,519</u>
Total liabilities	<u>147,131</u>	<u>840,311</u>	<u>987,442</u>
Deferred Inflows of Resources			
Pension related deferred inflows	83	1,485	1,568
OPEB related deferred inflows	-	7,386	7,386
Total deferred inflows of resources	<u>83</u>	<u>8,871</u>	<u>8,954</u>
Net Position			
Net investment in capital assets	-	3,829,389	3,829,389
Unrestricted	586,791	1,870,053	2,456,844
Total net position	<u>\$ 586,791</u>	<u>\$ 5,699,442</u>	<u>\$ 6,286,233</u>

City of Ankeny, Iowa
Combining Statement of Revenues, Expenses, and Changes in Net Position
Nonmajor Enterprise Funds
For the Year Ended June 30, 2024

	Enterprise Funds		
	Solid Waste	Otter Creek Golf Course	Totals
Operating revenues:			
Charges for services	\$ 1,478,708	\$ 1,728,191	\$ 3,206,899
Other	-	928,629	928,629
Total operating revenues	<u>1,478,708</u>	<u>2,656,820</u>	<u>4,135,528</u>
Operating expenses:			
Personal services	82,402	1,161,992	1,244,394
Contractual services	1,346,659	359,616	1,706,275
Operating supplies	-	498,680	498,680
Depreciation and amortization	-	250,947	250,947
Total operating expenses	<u>1,429,061</u>	<u>2,271,235</u>	<u>3,700,296</u>
Operating income	<u>49,647</u>	<u>385,585</u>	<u>435,232</u>
Nonoperating revenues (expenses):			
Interest earnings	26,230	104,588	130,818
Interest expense	-	(5,134)	(5,134)
Total nonoperating revenues (expenses)	<u>26,230</u>	<u>99,454</u>	<u>125,684</u>
Net income before contributions and transfers	75,877	485,039	560,916
Transfers in	11,818	-	11,818
Change in net position	<u>87,695</u>	<u>485,039</u>	<u>572,734</u>
Total net position, beginning	<u>499,096</u>	<u>5,214,403</u>	<u>5,713,499</u>
Total net position, ending	<u>\$ 586,791</u>	<u>\$ 5,699,442</u>	<u>\$ 6,286,233</u>

City of Ankeny, Iowa
Combining Statement of Cash Flows
Nonmajor Enterprise Funds
For the Year Ended June 30, 2024

	Enterprise Funds		
	Solid Waste	Otter Creek Golf Course	Totals
Cash flows from operating activities			
Receipts from customers	\$ 1,446,445	\$ 2,656,087	\$ 4,102,532
Payments to suppliers	(1,318,287)	(879,249)	(2,197,536)
Payments to employees	(83,217)	(1,146,200)	(1,229,417)
Net cash provided by operating activities	<u>44,941</u>	<u>630,638</u>	<u>675,579</u>
Cash flows from noncapital financing activities			
Payments made on interfund accounts	-	(65,277)	(65,277)
Transfers from other funds	11,818	-	11,818
Net cash provided by (used for) noncapital financing activities	<u>11,818</u>	<u>(65,277)</u>	<u>(53,460)</u>
Cash flows from capital and related financing activities			
Purchase of capital assets	-	(82,835)	(82,835)
Cash flows from investing activities:			
Interest received	<u>26,230</u>	<u>104,588</u>	<u>130,818</u>
Net increase in cash and cash equivalents	82,989	587,114	670,102
Balances, beginning of year	<u>459,781</u>	<u>1,823,641</u>	<u>2,283,422</u>
Balances, end of year	<u><u>\$ 542,770</u></u>	<u><u>\$ 2,410,754</u></u>	<u><u>\$ 2,953,524</u></u>
Reconciliation of operating income to net cash provided by operating activities			
Operating income	\$ 49,647	\$ 385,585	\$ 435,232
Adjustments to reconcile operating to net cash provided by operating activities:			
Depreciation and amortization	-	250,947	250,947
Changes in assets and liabilities:			
Receivables, net	(32,262)	(733)	(32,995)
Inventory	-	(2,480)	(2,480)
Accounts and other payables	27,556	(2,681)	24,875
Net cash provided by operating activities	<u><u>\$ 44,941</u></u>	<u><u>\$ 630,638</u></u>	<u><u>\$ 675,579</u></u>

Internal Service Funds

Internal service funds are used to finance and account for goods or services provided by one department or agency of the City to other departments or agencies of the City and to other government units, on a cost reimbursement basis.

Central Garage Fund - Accounts for the operations of a central vehicle maintenance garage. All costs incurred for vehicle maintenance and operations are charged to departments on a cost reimbursement basis.

Risk Management Fund – Accounts for the City’s property and liability insurance coverage and other related activities. Departments are charged based on relative impact to the City’s cost of coverage.

Equipment Reserve Fund - Accounts for the internal financing activities for capital equipment to the other City funds.

Sustainability Revolving Loan Fund – Provides loans to other funds for energy efficiency projects. Loans made under this revolving loan fund will be no-interest loans to departments.

Economic Development Revolving Fund - Accounts for the internal financing activities for economic development incentives to other City funds.

Health Insurance Fund - Accounts for premiums, claims, and administration of the employee health insurance plan. Costs are spread to departments in the form of employee premiums that are paid by each department on a monthly basis.

City of Ankeny, Iowa
Combining Statement of Net Position
Internal Service Funds
June 30, 2024

	Central Garage	Risk Management	Equipment Reserve	Sustainability Revolving Loan	Economic Development Revolving	Health Insurance	Total
Assets							
Current assets:							
Cash and cash equivalents	\$ 719,741	\$ 1,022,430	\$ 2,267,160	\$ 31,267	\$ 290,001	\$ 7,470,265	\$ 11,800,864
Receivables:							
Interest	-	-	867	-	-	-	867
Accounts	-	19,193	-	-	-	1,467	20,660
Intergovernmental	22,001	-	-	-	-	-	22,001
Prepaid expenses	-	130,332	-	-	-	-	130,332
Inventory	244,287	-	-	-	-	-	244,287
Due from other funds	-	-	115,833	-	-	-	115,833
Total current assets	986,029	1,171,955	2,383,860	31,267	290,001	7,471,732	12,334,844
Noncurrent assets:							
Advances to other funds	-	-	263,050	-	-	-	263,050
Capital assets:							
Depreciable assets, net of accumulated depreciation	26,423	104,201	-	-	-	-	130,624
Total capital assets	26,423	104,201	-	-	-	-	130,624
Total noncurrent assets	26,423	104,201	263,050	-	-	-	393,674
Total assets	1,012,452	1,276,156	2,646,910	31,267	290,001	7,471,732	12,728,518
Deferred Outflows of Resources							
Pension related deferred outflows	91,002	-	-	-	-	-	91,002
OPEB related deferred outflows	6,595	-	-	-	-	-	6,595
Total deferred outflows of resources	97,597	-	-	-	-	-	97,597
Liabilities							
Current liabilities:							
Accounts payable	71,729	118,131	-	-	-	8,909	198,769
Accrued wages	18,764	-	-	-	-	-	18,764
Compensated absences payable	19,681	-	-	-	-	-	19,681
Claims payable	-	-	-	-	-	395,000	395,000
OPEB liability	1,234	-	-	-	-	-	1,234
Total current liabilities	111,408	118,131	-	-	-	403,909	633,448
Noncurrent liabilities:							
Compensated absences payable	5,139	-	-	-	-	-	5,139
Net pension liability	186,664	-	-	-	-	-	186,664
OPEB liability	32,598	-	-	-	-	-	32,598
Total noncurrent liabilities	224,401	-	-	-	-	-	224,401
Total liabilities	335,809	118,131	-	-	-	403,909	857,849
Deferred Inflows of Resources							
Pension related deferred inflows	770	-	-	-	-	-	770
OPEB related deferred inflows	3,551	-	-	-	-	-	3,551
Total deferred inflows of resources	4,321	-	-	-	-	-	4,321
Net Position							
Net investment in capital assets	26,423	104,201	-	-	-	-	130,624
Unrestricted	743,496	1,053,824	2,646,910	31,267	290,001	7,067,823	11,833,321
Total net position	\$ 769,919	\$ 1,158,025	\$ 2,646,910	\$ 31,267	\$ 290,001	\$ 7,067,823	\$ 11,963,945

City of Ankeny, Iowa
Combining Statement of Revenues, Expenses, and Changes in Net Position
Internal Service Funds
For the Year Ended June 30, 2024

	Central Garage	Risk Management	Equipment Reserve	Sustainability Revolving Loan	Economic Development Revolving	Health Insurance	Total
Operating revenues:							
Charges for services	\$ 1,450,542	\$ 1,435,000	\$ -	\$ -	\$ 910	\$ 5,402,002	\$ 8,288,454
Other	28,585	42,048	-	-	-	205,399	276,032
Total operating revenues	<u>1,479,127</u>	<u>1,477,048</u>	<u>-</u>	<u>-</u>	<u>910</u>	<u>5,607,401</u>	<u>8,564,486</u>
Operating expenses:							
Personal services	538,440	648,504	-	-	-	6,792	1,193,736
Contractual services	65,898	898,363	-	-	-	4,922,227	5,886,488
Operating supplies	788,275	-	-	-	-	897	789,172
Depreciation	8,705	49,387	-	-	-	-	58,092
Total operating expenses	<u>1,401,318</u>	<u>1,596,254</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,929,916</u>	<u>7,927,488</u>
Operating income (loss)	<u>77,809</u>	<u>(119,206)</u>	<u>-</u>	<u>-</u>	<u>910</u>	<u>677,485</u>	<u>636,998</u>
Nonoperating revenues:							
Interest earnings	33,154	42,001	64,194	1,538	14,209	351,393	506,489
Total nonoperating revenues	<u>33,154</u>	<u>42,001</u>	<u>64,194</u>	<u>1,538</u>	<u>14,209</u>	<u>351,393</u>	<u>506,489</u>
Change in net position	110,963	(77,205)	64,194	1,538	15,119	1,028,878	1,143,487
Total net position, beginning	<u>658,956</u>	<u>1,235,230</u>	<u>2,582,716</u>	<u>29,729</u>	<u>274,882</u>	<u>6,038,945</u>	<u>10,820,458</u>
Total net position, ending	<u>\$ 769,919</u>	<u>\$ 1,158,025</u>	<u>\$ 2,646,910</u>	<u>\$ 31,267</u>	<u>\$ 290,001</u>	<u>\$ 7,067,823</u>	<u>\$ 11,963,945</u>

City of Ankeny, Iowa
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2024

	Central Garage	Risk Management	Equipment Reserve	Sustainability Revolving Loan	Economic Development Revolving	Health Insurance	Total
Cash flows from operating activities							
Cash received from customers	\$ 1,503,605	\$ 1,540,251	\$ -	\$ -	\$ 2,600	\$ 5,605,935	\$ 8,652,391
Payments to suppliers	(901,485)	(1,464,196)	-	-	-	(4,917,358)	(7,283,039)
Payments to employees	(526,780)	-	-	-	-	(6,926)	(533,706)
Net cash provided by operating activities	<u>75,340</u>	<u>76,055</u>	<u>-</u>	<u>-</u>	<u>2,600</u>	<u>681,651</u>	<u>835,646</u>
Cash flows from noncapital financing activities							
Payments received on interfund accounts	-	-	119,025	-	-	-	119,025
Net cash provided by noncapital financing activities	<u>-</u>	<u>-</u>	<u>119,025</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>119,025</u>
Cash flows from capital and related financing activities							
Purchase of capital assets	-	(56,585)	-	-	-	-	(56,585)
Cash flows from investing activities							
Interest received	<u>33,154</u>	<u>42,001</u>	<u>64,190</u>	<u>1,538</u>	<u>14,209</u>	<u>351,393</u>	<u>506,485</u>
Net increase in cash and cash equivalents	108,494	61,471	183,215	1,538	16,809	1,033,044	1,404,571
Cash and cash equivalents, beginning	<u>611,247</u>	<u>960,959</u>	<u>2,083,945</u>	<u>29,729</u>	<u>273,192</u>	<u>6,437,221</u>	<u>10,396,293</u>
Cash and cash equivalents, ending	<u><u>\$ 719,741</u></u>	<u><u>\$ 1,022,430</u></u>	<u><u>\$ 2,267,160</u></u>	<u><u>\$ 31,267</u></u>	<u><u>\$ 290,001</u></u>	<u><u>\$ 7,470,265</u></u>	<u><u>\$ 11,800,864</u></u>
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities							
Operating income (loss)	\$ 77,809	\$ (119,206)	\$ -	\$ -	\$ 910	\$ 677,485	\$ 636,998
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:							
Depreciation expense	8,705	49,387	-	-	-	-	58,092
Changes in assets and liabilities:							
Receivables, net	24,479	63,205	-	-	1,690	(1,467)	87,907
Prepaid expenses	-	(2,453)	-	-	-	-	(2,453)
Inventory	(51,699)	-	-	-	-	-	(51,699)
Accounts and other payables	16,055	85,122	-	-	-	2,633	103,810
Claims payable	(9)	-	-	-	-	3,000	2,991
Net cash provided by operating activities	<u><u>\$ 75,340</u></u>	<u><u>\$ 76,055</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,600</u></u>	<u><u>\$ 681,651</u></u>	<u><u>\$ 835,646</u></u>

Capital Assets Used in the Operation of Governmental Funds

City of Ankeny, Iowa
Capital Assets Used in the Operation of Governmental Funds
Comparative Schedules By Source
June 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Governmental funds capital assets:		
Land	\$ 11,026,721	\$ 11,021,821
Other improvements	52,836,959	52,570,414
Infrastructure	302,300,297	291,901,398
Buildings	79,500,136	79,345,536
Machinery and equipment	22,357,839	21,184,401
Lease equipment	1,170,072	933,108
Subscriptions	33,405	54,581
Furniture and fixtures	1,459,706	1,459,706
Construction in progress	49,590,657	32,547,923
Total governmental funds capital assets	<u>\$ 520,275,792</u>	<u>\$ 491,018,888</u>
Investment in governmental funds capital assets by source:		
General fund	\$ 26,132,888	\$ 24,822,959
Special revenue funds	8,952,191	8,872,894
Capital project funds	339,136,006	314,181,500
Local, state, and federal grants and donations	146,054,707	143,141,535
Total investment in governmental funds capital assets by source	<u>\$ 520,275,792</u>	<u>\$ 491,018,888</u>

City of Ankeny, Iowa
Comparative Schedule By Function and Activity
June 30, 2024

	Land	Other Improvements	Infrastructure	Buildings	Machinery and Equipment	Lease Equipment	Subscriptions	Furniture and Fixtures	Construction in Progress	Total
Public safety:										
Police	\$ 206	\$ -	\$ -	\$ 17,600,265	\$ 2,909,228	\$ 1,158,160	\$ -	\$ 239,757	\$ -	\$ 21,907,616
Fire and ambulance	1,053,533	-	-	13,686,586	8,289,474	-	-	48,316	1,732,586	24,810,495
Code enforcement	-	-	-	-	262,692	-	-	-	-	262,692
Total public safety	<u>1,053,739</u>	<u>-</u>	<u>-</u>	<u>31,286,851</u>	<u>11,461,394</u>	<u>1,158,160</u>	<u>-</u>	<u>288,073</u>	<u>1,732,586</u>	<u>46,980,803</u>
Health and social services:										
Mosquito control	-	-	-	-	34,130	-	-	-	-	34,130
Culture and recreation:										
Library	14,361	94,657	-	25,246,743	472,109	4,207	-	619,879	203,587	26,655,543
Parks and recreation	4,009,703	45,121,651	5,123,346	14,475,618	1,933,891	-	16,348	45,220	2,536,101	73,261,878
Total culture and recreation	<u>4,024,064</u>	<u>45,216,308</u>	<u>5,123,346</u>	<u>39,722,361</u>	<u>2,406,000</u>	<u>4,207</u>	<u>16,348</u>	<u>665,099</u>	<u>2,739,688</u>	<u>99,917,421</u>
Public works:										
Public works	<u>5,849,387</u>	<u>7,567,410</u>	<u>297,176,951</u>	<u>3,509,051</u>	<u>7,446,963</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>45,047,709</u>	<u>366,597,471</u>
Community and economic development:										
Planning and zoning	-	-	-	-	85,489	-	-	-	-	85,489
General government:										
Council and management	<u>99,531</u>	<u>53,241</u>	<u>-</u>	<u>4,981,873</u>	<u>923,863</u>	<u>7,705</u>	<u>17,057</u>	<u>506,534</u>	<u>70,674</u>	<u>6,660,478</u>
Total general capital assets	<u>\$ 11,026,721</u>	<u>\$ 52,836,959</u>	<u>\$ 302,300,297</u>	<u>\$ 79,500,136</u>	<u>\$ 22,357,839</u>	<u>\$ 1,170,072</u>	<u>\$ 33,405</u>	<u>\$ 1,459,706</u>	<u>\$ 49,590,657</u>	<u>\$ 520,275,792</u>

City of Ankeny, Iowa
Capital Assets Used in the Operation of Governmental Funds
Schedule of Changes By Function and Activity
Year Ended June 30, 2024

	Governmental Funds Capital Assets June 30, 2023	Additions	Deductions	Governmental Funds Capital Assets June 30, 2024
Public safety:				
Police	\$ 21,477,138	\$ 1,026,778	\$ 596,300	\$ 21,907,616
Fire and ambulance	22,455,409	2,355,086	-	24,810,495
Code enforcement	262,692	-	-	262,692
Total public safety	<u>44,195,239</u>	<u>3,381,864</u>	<u>596,300</u>	<u>46,980,803</u>
Health & social services:				
Mosquito control	<u>34,130</u>	<u>-</u>	<u>-</u>	<u>34,130</u>
Culture and recreation:				
Library	26,651,336	4,207	-	26,655,543
Parks and recreation	71,001,823	2,327,325	67,270	73,261,878
Total culture and recreation	<u>97,653,159</u>	<u>2,331,532</u>	<u>67,270</u>	<u>99,917,421</u>
Public works:				
Public works	<u>342,390,393</u>	<u>30,537,050</u>	<u>6,329,972</u>	<u>366,597,471</u>
Community & economic development:				
Planning & zoning	<u>85,489</u>	<u>-</u>	<u>-</u>	<u>85,489</u>
General government:				
Council and management	<u>6,660,478</u>	<u>-</u>	<u>-</u>	<u>6,660,478</u>
Total general capital assets	<u><u>\$ 491,018,888</u></u>	<u><u>\$ 36,250,446</u></u>	<u><u>\$ 6,993,542</u></u>	<u><u>\$ 520,275,792</u></u>

Statistical Section

(Unaudited)

City of Ankeny, Iowa

Statistical Section Contents

The statistical section of the City's Annual Comprehensive Financial Report represents detailed information as a context for understanding what the information presented in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents	Page
Financial Trends	103
These schedules contain information to help the reader understand how the City's financial performance and well being have changed over time.	
Revenue Capacity	111
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	
Debt Capacity	117
These schedules present information to help the reader assess the affordability of the City's current level of outstanding debt and the City's ability to issue additional debt in the future.	
Demographic and Economic Information	122
These schedules offer demographic and economic indicators to help the reader understand the environment with which the City's financial activities take place.	
Operating Information	124
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	

Sources: Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Report for the relevant year.

City of Ankeny, Iowa
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2024	2023	2022	2021 ⁽³⁾
Governmental activities:				
Net investment in capital assets	\$ 286,083,484	\$ 255,706,188	\$ 249,777,225	\$ 229,636,596
Restricted:				
Debt service	3,450,920	1,548,456	1,485,075	1,455,739
Capital projects	1,370,103	6,916,103	3,472,855	3,522,855
Enabling legislation	531,544	904,436	939,575	880,151
Restricted by other governments	15,397,119	14,862,151	13,405,762	13,406,023
Donor restrictions	461,049	755,603	3,298,095	4,068,637
Unrestricted	38,381,477	39,586,657	25,744,028	18,474,141
Total governmental activities net position	<u>345,675,696</u>	<u>320,279,594</u>	<u>298,122,615</u>	<u>271,444,142</u>
Business-type activities:				
Net investment in capital assets	203,112,746	200,201,084	186,989,116	171,520,523
Restricted:				
Debt service	3,069,450	1,940,827	1,397,521	2,578,241
Unrestricted	65,114,978	53,608,016	48,948,223	44,852,901
Total business-type activities net position	<u>271,297,174</u>	<u>255,749,927</u>	<u>237,334,860</u>	<u>218,951,665</u>
Primary government:				
Net investment in capital assets	489,196,230	455,907,272	436,766,341	401,157,119
Restricted:				
Debt service	6,520,370	3,489,283	2,882,596	4,033,980
Capital projects	1,370,103	6,916,103	3,472,855	3,522,855
Enabling legislation	531,544	904,436	939,575	880,151
Restricted by other governments	15,397,119	14,862,151	13,405,762	13,406,023
Donor restrictions	461,049	755,603	3,298,095	4,068,637
Unrestricted	103,496,455	93,194,673	74,692,251	63,327,042
Total primary government net position	<u>\$ 616,972,870</u>	<u>\$ 576,029,521</u>	<u>\$ 535,457,475</u>	<u>\$ 490,395,807</u>

⁽¹⁾ Net position for fiscal year 2015 is restated to include changes relating to GASB Statement No. 68.

⁽²⁾ Net position for fiscal year 2018 is restated to include changes relating to GASB Statement No. 75.

⁽³⁾ Net position for fiscal year 2021 is restated to include changes relating to GASB Statement No. 87.

Fiscal Year					
2020	2019	2018 ⁽²⁾	2017	2016	2015 ⁽¹⁾
\$ 194,066,837	\$ 172,386,785	\$ 143,233,649	\$ 130,865,789	\$ 116,004,979	\$ 103,373,925
2,394,189	2,732,212	2,863,466	3,574,657	3,514,212	3,952,950
31,649,353	-	-	-	-	-
1,019,877	843,267	720,062	1,012,949	1,004,416	770,940
13,538,110	12,345,053	11,882,618	10,230,755	8,420,514	6,079,433
1,067,387	331,818	405,322	749,772	2,434,297	1,589,627
15,148,622	49,161,416	51,088,431	31,273,437	19,759,160	9,786,366
<u>258,884,375</u>	<u>237,800,551</u>	<u>210,193,548</u>	<u>177,707,359</u>	<u>151,137,578</u>	<u>125,553,241</u>
142,883,065	134,854,399	125,926,026	118,594,408	109,640,906	102,292,319
2,985,378	3,075,126	2,766,116	2,490,276	2,596,208	2,626,415
33,561,997	26,604,092	23,211,751	21,793,304	20,006,304	16,996,389
<u>179,430,440</u>	<u>164,533,617</u>	<u>151,903,893</u>	<u>142,877,988</u>	<u>132,243,419</u>	<u>121,915,124</u>
336,949,902	307,241,184	269,159,675	249,460,197	225,645,885	205,666,244
5,379,567	5,807,338	5,629,582	6,064,933	6,110,420	6,579,365
31,649,353	-	-	-	-	-
1,019,877	843,267	720,062	1,012,949	1,004,416	770,940
13,538,110	12,345,053	11,882,618	10,230,755	8,420,514	6,079,433
1,067,387	331,818	405,322	749,772	2,434,297	1,589,627
48,710,619	75,765,508	74,300,182	53,066,741	39,765,464	26,782,755
<u>\$ 438,314,815</u>	<u>\$ 402,334,168</u>	<u>\$ 362,097,441</u>	<u>\$ 320,585,347</u>	<u>\$ 283,380,996</u>	<u>\$ 247,468,364</u>

City of Ankeny, Iowa
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2024	2023	2022	2021 ⁽³⁾
Expenses				
Governmental activities:				
Public safety	\$ 28,064,907	\$ 28,880,476	\$ 23,345,087	\$ 25,563,287
Health and social services	473,913	398,429	307,142	371,915
Culture and recreation	10,401,085	9,909,276	9,048,362	8,920,203
Public works	23,634,762	21,343,625	17,161,335	15,027,246
Community and economic development	5,777,654	5,103,523	3,958,021	3,215,906
General government	5,673,162	4,632,346	3,907,839	3,975,015
Interest on long-term debt	2,425,510	2,019,407	2,215,705	3,095,443
Total governmental activities expenses	76,450,993	72,287,082	59,943,491	60,169,015
Business-type activities:				
Solid waste	1,428,086	1,072,363	1,143,538	1,236,700
Water	16,472,454	15,104,180	13,771,286	13,367,009
Sewer	12,848,550	15,518,683	11,750,974	12,348,429
Storm water	2,867,833	3,509,558	2,479,912	2,250,267
Otter Creek golf course	2,269,638	1,986,038	1,793,716	1,696,658
Total business-type activities expenses	35,886,561	37,190,822	30,939,426	30,899,063
Total primary government expenses	112,337,554	109,477,904	90,882,917	91,068,078
Program revenues				
Governmental activities:				
Charges for services:				
Public safety	5,118,034	5,596,180	5,823,573	6,108,597
Culture and recreation	3,333,854	3,050,712	2,869,684	1,835,035
Other activities	3,519,253	2,700,674	853,893	1,260,479
Operating grants and contributions	11,849,658	11,334,034	11,207,338	15,835,442
Capital grants and contributions	7,330,781	6,902,452	10,366,959	11,898,943
Total governmental activities program revenues	31,151,580	29,584,052	31,121,447	36,938,496
Business-type activities:				
Charges for services:				
Water	21,134,920	19,884,295	17,564,203	18,272,625
Sewer	17,672,333	16,906,553	17,604,506	19,020,685
Other activities	6,869,747	6,517,543	6,005,740	5,540,634
Capital grants and contributions	4,798,904	11,468,738	9,500,247	6,948,085
Total business-type activities program revenues	50,475,904	54,777,129	50,674,696	49,782,029
Total primary government program revenues	81,627,484	84,361,181	81,796,143	86,720,525
Net (expense) revenue				
Governmental activities	(45,299,413)	(42,703,030)	(28,822,044)	(23,230,519)
Business-type activities	14,589,343	17,586,307	19,735,270	18,882,966
Total primary government net (expense) revenue	(30,710,070)	(25,116,723)	(9,086,774)	(4,347,553)
General revenues and other changes in net position				
Governmental activities:				
Taxes:				
Property taxes	57,478,950	54,893,111	50,873,087	48,298,765
Other taxes	-	-	-	2,874,194
Hotel/motel taxes	2,283,804	2,076,862	1,734,499	-
Cable franchise taxes	173,548	208,021	243,742	-
Mobile home taxes	28,010	27,192	25,404	-
Utility tax replacement	310,651	314,758	301,712	-
Utility franchise taxes	1,572,333	1,748,871	1,677,661	-
Interest	7,473,071	4,544,417	197,993	631,886
Other	475,746	217,896	58,414	75,709
Transfers	899,403	828,881	388,005	172,046
Total governmental activities	70,695,516	64,860,009	55,500,517	52,052,600
Business-type activities:				
Interest	532,163	264,735	32,185	35,968
Other	1,325,144	1,392,906	1,263,126	723,928
Transfers	(899,403)	(828,881)	(388,005)	(172,046)
Special item	-	-	(2,259,381)	(6,698,060)
Total business-type activities	957,904	828,760	(1,352,075)	(6,110,210)
Total primary government	71,653,420	65,688,769	54,148,442	45,942,390
Changes in net position				
Governmental activities	25,396,103	22,156,979	26,678,473	28,822,081
Business-type activities	15,547,247	18,415,067	18,383,195	12,772,756
Total primary government changes in net position	\$ 40,943,350	\$ 40,572,046	\$ 45,061,668	\$ 41,594,838

⁽¹⁾ Net position for fiscal year 2015 is restated to include changes relating to GASB Statement No. 68.

⁽²⁾ Net position for fiscal year 2018 is restated to include changes relating to GASB Statement No. 75.

⁽³⁾ Net position for fiscal year 2021 is restated to include changes relating to GASB Statement No. 87.

Fiscal Year					
2020	2019	2018 ⁽²⁾	2017	2016	2015 ⁽¹⁾
\$ 23,146,580	\$ 19,857,761	\$ 16,786,311	\$ 16,365,705	\$ 14,690,344	\$ 13,737,899
339,819	332,190	1,263,476	264,019	1,054,174	234,955
8,034,416	7,777,549	7,525,554	7,217,960	6,944,839	6,779,873
15,805,214	15,425,481	14,746,601	12,777,753	10,673,269	11,482,409
3,524,785	3,246,020	2,214,016	2,695,564	1,757,674	3,170,616
4,186,112	3,526,979	3,359,273	3,214,295	3,082,029	2,884,021
3,634,827	3,283,321	3,120,209	3,137,859	4,838,028	4,689,986
58,671,754	53,449,302	49,015,440	45,673,155	43,040,357	42,979,760
918,436	772,666	745,019	675,871	632,056	606,498
11,303,879	10,175,893	9,688,482	8,542,848	7,450,745	7,186,296
13,447,758	12,676,276	12,152,336	11,771,681	11,682,628	10,829,982
955,170	963,543	951,996	882,254	1,104,387	788,361
1,532,165	1,705,499	1,669,022	1,783,053	1,762,426	1,722,279
28,157,408	26,293,877	25,206,855	23,655,707	22,632,242	21,133,416
86,829,162	79,743,179	74,222,295	69,328,862	65,672,599	64,113,176
4,882,713	4,021,686	3,785,589	4,309,769	3,609,342	3,211,478
1,287,322	2,438,240	2,399,263	2,356,757	2,400,130	2,032,198
1,116,277	1,229,778	499,004	618,900	735,727	911,602
12,779,997	11,644,928	15,725,248	8,980,006	10,051,031	6,482,886
8,107,280	9,531,207	9,772,430	9,619,017	9,127,451	8,691,223
28,173,589	28,865,839	32,181,534	25,884,449	25,923,681	21,329,387
14,662,314	12,921,797	12,675,275	11,021,695	9,802,862	8,623,161
17,158,191	15,907,051	15,497,190	15,067,446	14,907,926	13,145,018
4,343,034	4,221,663	3,906,143	3,782,752	3,687,629	3,430,177
6,466,444	7,639,955	4,968,657	6,373,930	7,189,812	3,757,693
42,629,983	40,690,466	37,047,265	36,245,823	35,588,229	28,956,049
70,803,572	69,556,305	69,228,799	62,130,272	61,511,910	50,285,436
(30,498,165)	(24,583,463)	(16,833,906)	(19,788,706)	(17,116,676)	(21,650,373)
14,472,575	14,396,589	11,840,410	12,590,116	12,955,987	7,822,633
(16,025,590)	(10,186,874)	(4,993,496)	(7,198,590)	(4,160,689)	(13,827,740)
46,146,577	43,017,000	42,023,999	39,329,506	36,117,574	33,728,940
2,886,685	3,455,310	3,330,198	3,720,204	2,722,766	3,463,454
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,251,769	2,552,602	1,095,780	481,522	365,703	274,793
118,115	574,619	451,388	84,574	51,672	4,797
178,842	2,590,934	3,352,171	2,742,681	3,443,298	1,790,167
51,581,988	52,190,465	50,253,536	46,358,487	42,701,013	39,262,151
109,913	128,729	64,148	34,082	38,909	33,247
493,177	695,340	636,859	753,053	776,695	681,966
(178,842)	(2,590,934)	(3,352,171)	(2,742,681)	(3,443,298)	(1,790,167)
-	-	-	-	-	-
424,248	(1,766,865)	(2,651,164)	(1,955,546)	(2,627,694)	(1,074,954)
52,006,236	50,423,600	47,602,372	44,402,940	40,073,319	38,187,197
21,083,823	27,607,002	33,419,629	26,569,781	25,584,337	17,611,779
14,896,823	12,629,724	9,189,246	10,634,570	10,328,293	6,747,679
\$ 35,980,647	\$ 40,236,727	\$ 42,608,876	\$ 37,204,351	\$ 35,912,630	\$ 24,359,458

City of Ankeny, Iowa
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year			
	2024	2023	2022	2021
General fund:				
Nonspendable	\$ 2,218	\$ 3,057	\$ 2,093	\$ 2,369
Restricted	99,536	404,674	406,913	298,213
Unassigned	39,186,475	36,375,146	31,329,837	27,309,460
Total general fund	<u>\$ 39,288,229</u>	<u>\$ 36,782,877</u>	<u>\$ 31,738,843</u>	<u>\$ 27,610,042</u>
All other governmental funds:				
Restricted	\$ 52,459,295	\$ 49,336,797	\$ 60,470,545	\$ 57,154,549
Total all other governmental funds	<u>\$ 52,459,295</u>	<u>\$ 49,336,797</u>	<u>\$ 60,470,545</u>	<u>\$ 57,154,549</u>

Fiscal Year					
2020	2019	2018	2017	2016	2015
\$ 559	\$ 386	\$ 424	\$ 1,352	\$ 871	\$ 1,558
413,892	235,273	96,286	421,903	506,642	363,840
21,063,502	21,560,844	20,007,974	17,861,401	16,210,239	14,486,826
<u>\$ 21,477,953</u>	<u>\$ 21,796,503</u>	<u>\$ 20,104,684</u>	<u>\$ 18,284,656</u>	<u>\$ 16,717,752</u>	<u>\$ 14,852,224</u>
\$ 49,617,127	\$ 58,119,263	\$ 52,381,762	\$ 33,797,617	\$ 37,695,970	\$ 33,715,293
<u>\$ 49,617,127</u>	<u>\$ 58,119,263</u>	<u>\$ 52,381,762</u>	<u>\$ 33,797,617</u>	<u>\$ 37,695,970</u>	<u>\$ 33,715,293</u>

City of Ankeny, Iowa
Changes in Fund Balance
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year			
	2024	2023	2022	2021
Revenues:				
Property taxes	\$ 57,431,387	\$ 54,930,406	\$ 50,809,110	\$ 48,737,860
Other taxes and assessments	5,891,323	4,651,093	3,984,862	2,904,323
Licenses and permits	1,987,721	2,540,536	2,818,276	3,066,285
Intergovernmental	16,880,743	12,665,139	17,175,093	16,362,702
Charges for services	5,741,869	5,552,601	5,782,138	4,638,561
Use of money and property	8,003,219	4,965,435	580,776	890,012
Miscellaneous	3,218,674	1,438,986	1,757,053	5,307,625
Total revenues	<u>99,154,936</u>	<u>86,744,196</u>	<u>82,907,308</u>	<u>81,907,368</u>
Expenditures:				
Current operating:				
Public safety	29,200,099	27,519,088	23,550,619	21,724,281
Health and social services	434,771	425,291	377,553	351,311
Culture and recreation	9,001,044	8,748,492	7,413,729	6,242,118
Public works	10,238,771	8,057,716	8,081,161	7,618,951
Community and economic development	5,750,416	5,101,678	4,031,325	3,145,457
General government	5,324,955	4,496,129	4,305,432	3,774,625
Debt service:				
Principal	19,055,666	18,036,334	17,457,666	17,218,660
Lease agreement payoff	-	-	-	-
Interest and other charges	4,175,266	4,408,845	4,290,240	4,362,949
Bond issuance costs	198,783	132,690	150,771	80,772
Capital projects	<u>27,751,797</u>	<u>32,535,521</u>	<u>24,277,182</u>	<u>26,531,218</u>
Total expenditures	<u>111,131,568</u>	<u>109,461,784</u>	<u>93,935,678</u>	<u>91,050,342</u>
(Deficiency) of revenues (under) expenditures	<u>(11,976,632)</u>	<u>(22,717,588)</u>	<u>(11,028,370)</u>	<u>(9,142,974)</u>
Other financing sources (uses):				
Issuance of long-term debt	15,485,000	13,565,000	16,975,000	10,670,000
Issuance of refunding bonds	-	-	11,875,000	11,478,000
Premium on long-term debt	983,115	1,273,479	1,052,562	1,406,011
Premium on refunding bonds	-	-	1,187,600	2,114,074
Debt issued for enterprise funds	-	-	-	-
Payment of refunded bonds	-	-	(13,005,000)	(13,555,000)
Subscription financing	-	33,405	-	-
Lease financing	236,964	927,109	-	-
Sale of general capital assets	-	-	-	-
Transfers in	12,069,151	13,821,712	11,014,491	12,430,305
Transfers out	<u>(11,169,748)</u>	<u>(12,992,831)</u>	<u>(10,626,486)</u>	<u>(12,258,259)</u>
Total other financing sources (uses)	<u>17,604,482</u>	<u>16,627,874</u>	<u>18,473,167</u>	<u>12,285,131</u>
Net change in fund balances	<u>\$ 5,627,850</u>	<u>\$ (6,089,714)</u>	<u>\$ 7,444,797</u>	<u>\$ 3,142,157</u>
Debt service as a percentage of noncapital expenditures	<u>27.53%</u>	<u>27.79%</u>	<u>30.34%</u>	<u>32.98%</u>

Fiscal Year					
2020	2019	2018	2017	2016	2015
\$ 45,709,683	\$ 42,986,723	\$ 42,031,273	\$ 39,321,719	\$ 36,217,399	\$ 33,673,598
2,887,713	3,639,598	3,409,845	3,767,618	2,944,668	3,488,304
2,428,797	2,097,710	2,060,660	2,466,287	2,036,920	1,973,878
10,823,829	11,692,557	9,592,755	10,520,178	9,369,539	8,822,759
3,626,853	3,869,490	3,729,125	3,616,796	3,425,790	2,866,405
2,424,415	2,811,011	1,325,964	733,644	622,875	486,074
5,300,780	4,479,884	8,144,469	1,674,616	3,213,587	2,509,350
<u>73,202,070</u>	<u>71,576,973</u>	<u>70,294,091</u>	<u>62,100,858</u>	<u>57,830,778</u>	<u>53,820,368</u>
20,237,245	18,878,557	16,044,939	14,847,862	13,940,248	13,201,079
309,012	322,627	1,247,066	258,736	1,056,275	239,173
5,738,563	5,810,311	5,603,656	5,358,862	5,066,990	5,014,492
6,732,666	6,420,147	5,622,693	5,126,014	4,809,543	4,790,650
3,543,467	3,292,554	2,201,947	2,657,424	1,729,530	3,483,689
3,979,607	3,359,889	3,354,170	3,140,348	3,150,291	2,882,502
14,164,864	15,642,031	16,366,692	14,749,997	17,780,689	11,431,354
-	-	-	-	-	4,898,954
4,530,744	4,232,543	4,109,176	4,831,029	5,281,862	262,816
236,794	198,167	225,587	40,213	240,701	12,732,191
<u>30,066,751</u>	<u>31,773,802</u>	<u>18,770,389</u>	<u>15,266,473</u>	<u>9,447,942</u>	<u>-</u>
<u>89,539,713</u>	<u>89,930,628</u>	<u>73,546,315</u>	<u>66,276,958</u>	<u>62,504,071</u>	<u>58,936,899</u>
<u>(16,337,643)</u>	<u>(18,353,655)</u>	<u>(3,252,224)</u>	<u>(4,176,100)</u>	<u>(4,673,293)</u>	<u>(5,116,531)</u>
7,835,000	20,145,000	17,970,000	10,925,000	8,645,000	9,950,000
6,960,000	-	-	-	16,152,723	21,411,127
1,001,121	2,649,445	1,596,926	1,114,629	367,457	817,896
900,332	-	-	-	1,286,021	2,622,005
(7,950,000)	-	-	-	-	-
(1,459,038)	-	-	(12,937,660)	(19,375,000)	(3,371,405)
-	-	-	-	-	-
-	-	-	-	-	-
50,700	397,596	737,300	-	-	-
17,073,234	16,722,351	22,310,966	17,252,270	13,723,327	8,406,302
<u>(16,894,392)</u>	<u>(14,131,417)</u>	<u>(18,958,795)</u>	<u>(14,509,588)</u>	<u>(10,280,029)</u>	<u>(6,616,135)</u>
<u>7,516,957</u>	<u>25,782,975</u>	<u>23,656,397</u>	<u>1,844,651</u>	<u>10,519,498</u>	<u>33,219,790</u>
<u>\$ (8,820,686)</u>	<u>\$ 7,429,320</u>	<u>\$ 20,404,173</u>	<u>\$ (2,331,449)</u>	<u>\$ 5,846,205</u>	<u>\$ 28,103,259</u>
<u>30.09%</u>	<u>32.52%</u>	<u>36.03%</u>	<u>37.01%</u>	<u>42.97%</u>	<u>33.08%</u>

City of Ankeny, Iowa

**Actual Valuation and Taxable Valuation of Property ⁽¹⁾
Last Ten Fiscal Years**

As of January 1:					
	2022	2021	2020	2019	2018
<u>Actual Valuation</u>					
Residential	\$ 6,515,879,214	\$ 6,052,769,889	\$ 5,422,275,106	\$ 5,187,401,475	\$ 4,643,315,539
Agricultural	5,261,541	4,860,545	5,127,760	5,301,176	7,236,710
Commercial	1,042,947,406	1,001,409,743	944,385,596	885,594,934	779,758,451
Industrial	308,143,123	285,337,524	219,423,440	203,689,801	177,059,755
Multiresidential	-	151,637,588	127,319,149	123,394,502	113,414,456
Utilities	93,917,984	73,414,127	69,442,959	57,360,368	55,987,309
Gross valuation	7,966,149,268	7,569,429,416	6,787,974,010	6,462,742,256	5,776,772,220
Less: Military exemption	3,437,312	3,594,732	3,686,462	3,717,151	3,722,839
Net valuation	7,962,711,956	7,565,834,684	6,784,287,548	6,459,025,105	5,773,049,381
Incremental value	366,386,434	351,261,236	307,722,996	298,261,068	292,312,551
Actual valuation	\$ 8,329,098,390	\$ 7,917,095,920	\$ 7,092,010,544	\$ 6,757,286,173	\$ 6,065,361,932
Percent change	5.204%	11.634%	4.954%	11.408%	7.167%
As of January 1:					
	2022	2021	2020	2019	2018
<u>Taxable Valuation</u>					
Residential	\$ 3,493,357,095	\$ 3,213,734,605	\$ 3,005,556,981	\$ 2,803,688,688	\$ 2,594,115,461
Agricultural	4,821,902	4,327,878	4,308,873	4,319,549	4,062,120
Commercial	892,059,717	887,043,854	836,968,684	784,577,423	689,692,370
Industrial	268,833,472	250,443,383	192,585,898	178,523,759	154,402,651
Multiresidential	-	93,462,934	83,621,292	85,845,412	82,885,161
Utilities	32,576,459	35,339,445	33,689,498	29,997,984	32,559,838
Gross valuation	4,691,648,645	4,484,352,099	4,156,731,226	3,886,952,815	3,557,717,601
Less: Military exemption	3,437,312	3,594,732	3,686,462	3,717,151	3,722,839
Net valuation	4,688,211,333	4,480,757,367	4,153,044,764	3,883,235,664	3,553,994,762
Incremental value	366,386,434	351,261,236	307,722,996	298,261,068	292,312,551
Taxable valuation	\$ 5,054,597,767	\$ 4,832,018,603	\$ 4,460,767,760	\$ 4,181,496,732	\$ 3,846,307,313
Percent change	4.606%	8.323%	6.679%	8.715%	8.792%
<u>Total Direct Tax Rate</u>					
City of Ankeny	\$ 9.90000	\$ 9.90000	\$ 9.95000	\$ 10.00000	\$ 10.35000

⁽¹⁾ Polk County Auditor

2017	2016	2015	2014	2013
\$ 4,355,396,968	\$ 3,762,463,077	\$ 3,524,929,091	\$ 3,143,399,870	\$ 2,957,297,493
7,245,711	7,645,992	7,501,145	7,991,103	8,009,031
783,342,458	667,635,645	638,026,642	640,139,856	598,886,422
126,752,190	102,107,113	93,752,457	80,820,176	64,940,300
102,852,730	66,138,114	77,362,115	-	-
54,127,524	54,474,394	54,150,493	51,745,066	47,507,750
5,429,717,581	4,660,464,335	4,395,721,943	3,924,096,071	3,676,640,996
3,712,328	3,755,150	3,692,325	3,678,437	3,599,921
5,426,005,253	4,656,709,185	4,392,029,618	3,920,417,634	3,673,041,075
233,715,204	254,893,568	229,889,792	225,980,667	204,109,023
\$ 5,659,720,457	\$ 4,911,602,753	\$ 4,621,919,410	\$ 4,146,398,301	\$ 3,877,150,098
15.232%	6.268%	11.468%	6.944%	4.585%

2017	2016	2015	2014	2013
\$ 2,384,342,061	\$ 2,102,980,864	\$ 1,926,692,186	\$ 1,719,460,033	\$ 1,578,721,857
3,945,202	3,631,793	3,458,535	3,572,187	3,475,843
693,683,725	588,062,134	562,290,556	563,273,438	562,981,878
111,202,619	88,866,590	81,810,752	70,326,907	60,743,363
79,780,871	53,661,602	65,612,909	-	-
32,518,509	32,395,228	35,163,451	36,497,213	38,673,135
3,305,472,987	2,869,598,211	2,675,028,389	2,393,129,778	2,244,596,076
3,712,328	3,755,150	3,692,325	3,678,437	3,599,921
3,301,760,659	2,865,843,061	2,671,336,064	2,389,451,341	2,240,996,155
233,715,204	254,893,568	229,889,792	225,980,667	204,109,023
\$ 3,535,475,863	\$ 3,120,736,629	\$ 2,901,225,856	\$ 2,615,432,008	\$ 2,445,105,178
13.290%	7.566%	10.927%	6.966%	5.088%

\$ 10.75000	\$ 11.65000	\$ 11.75000	\$ 11.85000	\$ 11.90000
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City of Ankeny, Iowa

Property Tax Rates - All Direct and Overlapping Governments ⁽¹⁾

Per \$1,000 Taxable Valuation

Last Ten Fiscal Years

City Direct Rates					
Fiscal Year	General Fund	Aviation Authority	Debt Service	Police & Fire Retirement	Total Direct
Ankeny Community School District:					
2015	6.89000	0.15000	4.30000	0.56000	12.02746
2016	6.89000	0.15000	4.25000	0.56000	11.90000
2017	6.79000	0.15000	4.25000	0.56000	11.85000
2018	6.79000	0.15000	4.15000	0.56000	11.75000
2019	6.25000	0.15000	3.75000	0.60000	11.65000
2020	6.10000	0.15000	3.50000	0.60000	10.35000
2021	6.05000	0.15000	3.25000	0.55000	10.00000
2022	6.05000	0.15000	3.20000	0.55000	9.95000
2023	6.15330	0.14670	3.05000	0.55000	9.90000
2024	6.20310	0.14690	3.00000	0.55000	9.90000
Saydel Community School District:					
2015	6.89000	0.15000	4.30000	0.56000	12.02746
2016	6.89000	0.15000	4.25000	0.56000	11.90000
2017	6.79000	0.15000	4.25000	0.56000	11.85000
2018	6.79000	0.15000	4.15000	0.56000	11.75000
2019	6.25000	0.15000	3.75000	0.60000	11.65000
2020	6.10000	0.15000	3.50000	0.60000	10.35000
2021	6.05000	0.15000	3.25000	0.55000	10.00000
2022	6.05000	0.15000	3.20000	0.55000	9.95000
2023	6.15330	0.14670	3.05000	0.55000	9.90000
2024	6.20310	0.14690	3.00000	0.55000	9.90000
North Polk Community School District:					
2015	6.89000	0.15000	4.30000	0.56000	12.02746
2016	6.89000	0.15000	4.25000	0.56000	11.90000
2017	6.79000	0.15000	4.25000	0.56000	11.85000
2018	6.79000	0.15000	4.15000	0.56000	11.75000
2019	6.25000	0.15000	3.75000	0.60000	11.65000
2020	6.10000	0.15000	3.50000	0.60000	10.35000
2021	6.05000	0.15000	3.25000	0.55000	10.00000
2022	6.05000	0.15000	3.20000	0.55000	9.95000
2023	6.15330	0.14670	3.05000	0.55000	9.90000
2024	6.20310	0.14690	3.00000	0.55000	9.90000

⁽¹⁾ Polk County Auditor

School District	County and Assessor	Overlapping Rates			Total Direct and Overlapping Rates
		Regional Transit	Community College	State	
20.18299	10.60460	0.55400	0.65724	0.00330	43.80032
19.77223	10.84198	0.61900	0.67574	0.00330	43.90213
19.36252	10.39630	0.63900	0.72334	0.00330	43.76225
18.51697	10.39541	0.63900	0.67458	0.00310	42.87446
17.95079	10.37554	0.63900	0.69468	0.00290	41.87906
17.52323	10.37537	0.66400	0.65249	0.00280	39.56789
17.41039	10.26623	0.66900	0.63533	0.00270	38.98365
17.31652	9.93801	0.65206	0.67789	0.00260	38.53708
17.05078	9.60691	0.63567	0.69448	0.00240	37.89024
16.99602	9.66460	0.62636	0.74410	0.00180	37.93288
12.87969	10.60460	0.55400	0.65724	0.00330	36.34782
12.76105	10.84198	0.61900	0.67574	0.00330	36.59883
12.76417	10.39630	0.63900	0.72334	0.00330	36.75107
12.89000	10.39541	0.63900	0.67458	0.00310	36.27611
12.89000	10.37554	0.63900	0.69468	0.00290	36.25209
12.89000	10.37537	0.66400	0.65249	0.00280	34.93466
12.89000	10.26623	0.66900	0.63533	0.00270	34.46326
12.89000	9.93801	0.65206	0.67789	0.00260	34.11056
12.89000	9.60691	0.63567	0.69448	0.00240	33.72946
12.99801	9.66460	0.62636	0.74410	0.00180	33.93487
19.99113	10.60460	0.55400	0.65724	0.00330	43.46810
19.94347	10.84198	0.61900	0.67574	0.00330	43.71027
19.30777	10.39630	0.63900	0.72334	0.00330	43.93349
19.16659	10.39541	0.63900	0.67458	0.00310	42.81971
19.07652	10.37554	0.63900	0.69468	0.00290	42.52868
18.99000	10.37537	0.66400	0.65249	0.00280	41.03466
18.54662	10.26623	0.66900	0.63533	0.00270	40.11988
18.58960	9.93801	0.65206	0.67789	0.00260	39.81016
18.74720	9.60691	0.63567	0.69448	0.00240	39.58666
18.77122	9.66460	0.62636	0.74410	0.00180	39.70808

City of Ankeny, Iowa
Principal Property Taxpayers ⁽¹⁾
Current Year and Nine Years Ago

		Fiscal Year 2024			Fiscal Year 2015		
Taxpayer	Type of Business	January 1, 2022	Rank	Percent of	January 1, 2013	Rank	Percent of
		Taxable Valuation		Total Taxable Value	Taxable Valuation		Total Taxable Value
Deere & Company	Farm & construction equipment	\$ 66,167,866	1	1.31%	\$ 26,511,460	3	1.08%
Perishable Distributors of Iowa	Food distribution	59,461,641	2	1.18%	16,085,711	8	0.66%
DRA Properties, LC	Real estate development	56,136,540	3	1.11%	17,094,654	7	0.70%
The Industrial Fund Ankeny	Commercial	33,407,176	4	0.66%			
Casey's Retail Company ⁽²⁾	Convenience stores	32,509,050	5	0.64%	20,693,850	4	0.85%
Mid-American Energy	Utility	31,559,204	6	0.62%	30,765,821	1	1.26%
DLE Seven LLC	Real estate development	31,081,638	7	0.61%	17,250,991	6	0.71%
Harvester Land Holdings LC	Multiresidential	30,609,521	8	0.61%			
Denny Elwell Family LC	Real estate development	26,044,184	9	0.52%	27,859,057	2	1.14%
Woodland Reserve Apartments	Multiresidential	24,960,664	10	0.49%			
B & G Foods, Inc ⁽³⁾	Spice distribution				18,525,000	5	0.76%
Ankeny North MOB, LLC ⁽⁴⁾	Real estate development				15,048,000	9	0.62%
Karl Chevrolet	Automobile sales				14,364,000	10	0.59%
		<u>\$ 391,937,484</u>		<u>7.75%</u>	<u>\$ 204,198,544</u>		<u>8.35%</u>

⁽¹⁾ Polk County Assessor

⁽²⁾ Formerly Casey's General Stores

⁽³⁾ Formerly ACH Food Companies, Inc. and Tone Brothers

⁽⁴⁾ Formerly Signature Properties, LLC

City of Ankeny, Iowa
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Total Property Tax Levy	Collected within the Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2015	\$ 33,776,125	\$ 33,604,866	99.49%	-	\$ 33,604,866	99.49%
2016	36,215,343	36,141,158	99.80%	-	36,141,158	99.80%
2017	39,332,135	39,275,113	99.86%	90	39,275,203	99.86%
2018	42,034,439	41,938,329	99.77%	216	41,938,545	99.77%
2019	43,020,403	42,912,290	99.75%	1	42,912,291	99.75%
2020	46,180,386	45,427,041	98.37%	-	45,427,041	98.37%
2021	48,433,501	47,845,644	98.79%	33,082	47,878,727	98.85%
2022	50,967,204	50,783,328	99.64%	(29,178)	50,754,150	99.58%
2023	54,981,817	54,864,943	99.79%	49	54,864,992	99.79%
2024	57,564,056	57,371,022	99.66%	2,286	57,373,308	99.67%

City of Ankeny, Iowa
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Governmental Activities				Business-Type Activities					Total Primary Government	Percentage of Personal Income ⁽¹⁾	Debt Per Capita ⁽¹⁾
	General Obligation	Lease	Subscription	Capital Loan	General Obligation	General Capital	Capital Loan	Revenue	Lease			
	Bonds	Agreements ⁽²⁾	Agreements ⁽³⁾	Notes	Bonds	Loan Notes	Notes	Bonds	Agreements ⁽²⁾			
2015	\$ 128,323,943	\$ -	\$ -	\$ 99,864	\$ 18,577,448	\$ -	\$ 327,154	\$ 23,561,844	\$ -	\$ 170,890,253	543.54%	\$ 3,559
2016	115,458,768	-	-	23,006,767	18,133,602	783,786	276,628	21,977,255	-	179,636,806	551.96%	3,112
2017	100,381,940	-	-	20,715,939	16,344,978	400,613	224,103	19,817,812	-	157,885,385	462.77%	2,726
2018	104,800,034	-	-	18,272,550	12,660,510	-	170,577	23,846,088	-	159,749,759	496.64%	2,926
2019	112,079,923	-	-	16,971,295	11,667,100	-	115,051	25,442,589	-	166,275,958	443.81%	3,045
2020	105,485,687	-	-	15,570,040	12,462,648	-	58,526	24,778,973	-	158,355,874	411.44%	2,900
2021	100,542,917	-	-	14,063,785	11,002,707	-	-	22,562,617	-	148,172,026	360.40%	2,227
2022	100,537,768	-	21,176	12,457,530	10,890,411	-	2,747,000	13,983,373	14,235	140,651,493	316.23%	2,072
2023	96,552,649	735,799	33,208	10,746,275	9,556,804	-	5,130,761	12,859,486	-	135,614,982	288.84%	1,878
2024	93,840,003	724,691	9,983	8,930,020	8,787,248	-	13,417,429	15,847,049	-	141,556,423	280.66%	1,901

⁽¹⁾ See the Schedule of Historical Economic Data for personal income and population data.

⁽²⁾ As of June 30, 2022, the financial statements include the adoption of GASB Statement No. 87, Leases.

⁽³⁾ As of June 30, 2023, the financial statements include the adoption of GASB Statement No. 96, Subscriptions.

City of Ankeny, Iowa
Ratio of Net General Obligation Bonded Debt to Actual Property Valuation
and Net General Obligation Bonded Debt Per Capita
Last Ten Fiscal Years

Fiscal Year	Actual Property Valuation ⁽¹⁾	General Obligation Bonded Debt ⁽²⁾	Less Debt Service Fund	Net	Percentage of Actual Property Valuation	Per Capita ⁽³⁾
2015	\$ 3,877,150,098	\$ 157,382,923	\$ 3,606,767	\$ 135,000,233	3.48%	\$ 2,962
2016	4,146,398,301	137,843,470	2,928,614	144,980,386	3.50%	2,655
2017	4,621,919,410	135,733,094	2,928,500	126,233,500	2.73%	2,312
2018	4,911,602,753	135,733,094	2,148,966	133,584,128	2.72%	2,447
2019	5,659,720,457	140,718,318	1,860,091	138,858,227	2.45%	2,543
2020	6,065,361,932	133,518,375	1,506,634	132,011,741	2.18%	2,418
2021	6,757,286,173	125,609,409	1,813,014	123,796,395	1.83%	1,861
2022	7,092,010,544	123,885,709	1,854,100	122,031,609	1.72%	1,798
2023	7,917,095,920	117,624,735	1,908,581	115,716,154	1.46%	1,705
2024	8,329,098,390	112,291,945	2,110,344	110,181,601	1.32%	1,480

⁽¹⁾ Polk County Auditor

⁽²⁾ Includes General Obligation Bond Anticipation Notes and General Obligation Capital Loan Notes.

⁽³⁾ Per capita calculations based on data from U.S. Census Bureau

City of Ankeny, Iowa
Computation of Direct and Overlapping Bonded Debt
General Obligation Bonded Debt
June 30, 2024

	General Obligation Debt June 30, 2024	Percent Applicable to City	Direct and Overlapping General Obligation Debt	Underlying General Obligation Debt
Polk County ⁽¹⁾	\$ 255,302,000	15.91%	\$ 40,618,548	\$ 214,683,452
Ankeny Community School District	28,900,000	92.20%	26,645,800	2,254,200
North Polk Community School District	33,060,000	9.10%	3,008,460	30,051,540
Saydel Community School District	18,985,000	17.63%	3,347,056	15,637,944
Des Moines Area Community College	77,450,000	8.48%	6,567,760	70,882,240
Subtotal overlapping debt	<u>\$ 413,697,000</u>		<u>\$ 80,187,624</u>	<u>\$ 333,509,376</u>
City of Ankeny	<u>103,504,697</u>	100.00%	<u>103,504,697</u>	<u>-</u>
Total direct and overlapping debt	<u><u>\$ 517,201,697</u></u>		<u><u>\$ 183,692,321</u></u>	<u><u>\$ 333,509,376</u></u>

⁽¹⁾ Excludes the General Obligation Bonds, Series 2024 B with a preliminary par amount of \$53,635,000 anticipated to price on June 4, 2024.

Source: Bond Official Statement May 2024

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Ankeny. This process recognizes that, when considering the government's ability to issue and repay long-term debt the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

City of Ankeny, Iowa
Computation of Legal Debt Margin
Last Ten Fiscal Years

	Fiscal Year					Fiscal Year				
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Actual property valuation ⁽¹⁾	\$ 8,329,098,390	\$ 7,917,095,920	\$ 7,092,010,544	\$ 6,757,286,173	\$ 6,065,361,932	\$ 5,659,720,457	\$ 4,911,602,753	\$ 4,621,919,410	\$ 4,146,398,301	\$ 3,877,150,098
Debt limit - 5% of assessed valuation	416,454,920	395,854,796	354,600,527	337,864,309	303,268,097	282,986,023	245,580,138	231,095,971	207,319,915	193,857,505
Amount of debt applicable to limit:										
General obligation bonds	92,095,000	94,660,000	98,690,000	98,920,000	117,948,335	123,747,023	117,460,544	117,460,544	116,726,918	133,592,370
Bond anticipation notes	-	-	-	-	-	-	-	-	-	-
Capital loan notes	8,165,000	9,790,000	11,310,000	12,725,000	15,570,040	16,971,295	18,272,550	18,272,550	21,116,552	23,790,553
Total debt applicable to limit	100,260,000	104,450,000	110,000,000	111,645,000	133,518,375	140,718,318	135,733,094	135,733,094	137,843,470	157,382,923
Legal debt margin	\$ 316,194,920	\$ 291,404,796	\$ 244,600,527	\$ 226,219,309	\$ 169,749,722	\$ 142,267,705	\$ 109,847,044	\$ 95,362,877	\$ 69,476,445	\$ 36,474,582
Percent of debt limit	75.93%	73.61%	68.98%	66.96%	55.97%	50.27%	44.73%	41.27%	33.51%	18.82%

⁽¹⁾ Polk County Auditor

City of Ankeny, Iowa
Revenue Bond Coverage
Last Ten Fiscal Years

Water Fund

Fiscal Year	Gross Revenues	Operating Expenses ⁽¹⁾	Net Revenue Available For Debt Service	Annual Debt Service Requirements ⁽²⁾			Coverage
				Principal	Interest	Total	
2015	\$ 8,688,777	\$ 5,807,229	\$ 2,881,548	\$ 605,000	\$ 364,442	\$ 696,442	2.9724
2016	9,880,790	6,176,047	3,704,743	696,000	204,519	900,519	4.1140
2017	11,112,072	7,270,526	3,841,546	708,000	190,726	898,726	4.2744
2018	12,780,133	8,443,783	4,336,350	829,000	232,923	1,061,923	4.0835
2019	13,041,853	8,603,639	4,438,214	1,161,000	431,456	1,592,456	2.7870
2020	14,786,458	9,495,815	5,290,643	1,432,000	617,955	2,049,955	2.5809
2021	18,387,461	11,330,446	7,057,015	1,604,000	654,407	2,258,407	3.1248
2022	18,003,262	11,621,805	6,381,457	1,783,000	651,029	2,434,029	2.6218
2023	20,336,984	12,879,938	7,457,046	1,085,000	498,379	1,583,379	4.7096
2024	21,582,675	14,094,691	7,487,984	1,357,000	574,351	1,931,351	3.8771

Sewer Fund

Fiscal Year	Gross Revenues	Operating Expenses ⁽¹⁾	Net Revenue Available For Debt Service	Annual Debt Service Requirements ⁽²⁾			Coverage
				Principal	Interest	Total	
2015	\$ 13,160,956	\$ 8,090,715	\$ 5,070,241	\$ 665,000	\$ 611,985	\$ 1,276,985	3.9705
2016	14,927,432	8,823,187	6,104,245	915,000	459,894	1,374,894	4.4398
2017	15,083,679	8,881,687	6,201,992	946,000	438,744	1,384,744	4.4788
2018	15,529,787	9,350,589	6,179,198	830,000	329,199	1,159,199	5.3306
2019	15,960,987	9,901,726	6,059,261	800,000	293,579	1,093,579	5.5408
2020	17,183,205	10,646,788	6,536,417	700,000	214,769	914,769	7.1454
2021	19,035,350	9,471,408	9,563,942	560,000	137,088	697,088	13.7199
2022	17,609,216	8,743,508	8,865,708	580,000	120,288	700,288	12.6601
2023	17,002,880	12,426,393	4,576,487	-	-	-	-
2024	17,672,333	9,756,836	7,915,497	-	-	-	-

⁽¹⁾ Total operating expenses exclusive of depreciation.

⁽²⁾ Includes revenue bonds and capital loan notes.

Water Fund issued revenue bonds with coverage requirements in fiscal years 2002, 2014, 2017, 2018, 2019 and 2020.

Sewer Fund issued revenue bonds with coverage requirements in fiscal year 2012 and 2014.

City of Ankeny, Iowa
Historical Economic Data
Last Ten Years

Calendar Year	Employment		Personal Income ⁽³⁾		Retail Sales ⁽⁴⁾	Commercial Permits Issued	Building Permits ⁽⁵⁾		
	Population ⁽¹⁾	Unemployment Rate ⁽²⁾	Personal Income (000's)	Per Capita	Taxable Sales (Millions)		Dollar Value of Permits Issued	Residential Permits Issued	Dollar Value of Permits Issued
2014	45,582	2.7%	\$ 29,841,639	\$ 48,797	\$ 775.17	36	\$ 44,367,457	1,011	\$ 205,569,149
2015	54,598	2.3%	30,780,533	49,415	841.97	31	44,176,393	929	201,259,673
2016	54,598	2.2%	32,166,099	50,677	924.79	18	48,885,982	1,281	294,900,482
2017	54,598	2.3%	33,781,200	52,300	977.78	34	73,499,093	1,106	228,825,648
2018	54,598	2.0%	37,465,600	54,098	972.67	31	71,114,309	897	173,052,575
2019	54,598	2.1%	38,488,124	55,039	1,005.78	35	57,733,604	1,076	256,749,469
2020	67,887	4.4%	41,112,908	58,076	1,025.10	22	65,497,340	1,168	297,765,158
2021	67,887	3.3%	44,466,630	61,833	1,144.50	28	116,246,592	956	267,199,991
2022	67,887	2.1%	46,951,654	64,401	1,265.27	34	172,457,117	818	283,937,889
2023	72,222	2.3%	50,437,063	68,420	1,391.59	26	54,679,860	615	206,254,033

⁽¹⁾ U.S. Census Bureau

⁽²⁾ Iowa Workforce Development

⁽³⁾ U.S. Bureau of Economic Analysis, Des Moines-West Des Moines, IA Metropolitan Statistical Area

⁽⁴⁾ Iowa Department of Revenue, fiscal year ending March 31

⁽⁵⁾ City of Ankeny Community Development Department

City of Ankeny, Iowa
Principal Employers ⁽¹⁾
Current Year and Nine Years Ago

Employer ⁽²⁾	Type of Business	Fiscal Year 2024			Fiscal Year 2015		
		Approximate Number of Employees	Rank	Percent of Total City Employment	Approximate Number of Employees	Rank	Percent of Total City Employment
Ankeny Community Schools	Education	2,488	1	6.00%	1,509	3	4.87%
John Deere Des Moines Works	Farm equipment	1,550	2	3.73%	1,952	1	6.30%
Casey's General Stores	Corporate headquarters/distribution	1,235	3	2.98%	1,618	2	5.22%
Baker Group	Mechanical/electrical contractor	922	4	2.22%			
Des Moines Area Community College ⁽³⁾	Higher education	899	5	2.17%	1,042	4	3.36%
City of Ankeny	Municipal government	844	6	2.03%	648	5	2.09%
Perishable Distributors of Iowa	Wholesale meat/bakery distributor	827	7	1.99%	576	6	1.86%
Mom's Meals ⁽⁴⁾	Wholesale distribution	558	8	1.34%			
Hy-Vee	Prepared food production	437	9	1.05%			
Amazon	Retail distribution	420	10	1.01%			
B & G Foods, Inc ⁽⁵⁾	Spice distribution				460	7	1.48%
SYSCO Food Services of Iowa, Inc.	Wholesale distribution				243	8	0.78%
Accumold	Plastic Micro-molding				224	9	0.72%
Praxair	Industrial gases/welding equipment				182	10	0.59%
Total		<u>10,180</u>		<u>24.53%</u>	<u>8,454</u>		<u>27.27%</u>

⁽¹⁾ City of Ankeny Economic Development Department

⁽²⁾ Does not include retail employers

⁽³⁾ Does not include student employees and adjunct faculty

⁽⁴⁾ Purfoods dba Mom's Meals

⁽⁵⁾ Formerly ACH Food Companies, Inc and Tone Brothers

City of Ankeny, Iowa
Number of Permanent City Employees by Function
Last Ten Fiscal Years

Function	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016 (1)	2015
Public Safety:										
Police:										
Police Administration	8.40	8.40	8.40	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Police Operations	58.00	56.00	55.00	60.00	59.00	56.00	51.00	52.00	47.00	47.00
Police Support Services	21.00	21.00	20.00	19.40	17.40	16.40	18.40	15.40	15.40	15.50
Fire:										
Fire Administration	5.00	5.00	5.00	4.00	4.00	4.00	4.00	4.00	4.00	3.00
Fire Suppression	22.00	22.00	22.00	22.00	22.00	22.00	16.00	7.00	7.00	1.00
Emergency Medical Services	55.50	49.50	44.50	44.50	41.00	35.00	26.00	32.25	29.25	23.50
Code Enforcement	16.06	16.06	16.06	15.06	13.50	13.50	13.00	11.00	9.00	9.00
Total Public Safety	185.96	177.96	170.96	166.96	158.90	148.90	130.40	123.65	113.65	101.00
Health and social services:										
Public Relations	-	-	-	-	-	-	-	-	-	-
Culture and Recreation:										
Library	22.86	22.86	22.86	22.86	20.52	17.50	17.50	17.50	17.50	6.00
Parks and Recreation:										
Park Administration	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Park Maintenance	11.00	11.00	11.00	10.00	10.00	9.00	9.00	8.50	8.50	6.00
Recreation Programs	2.50	2.50	3.50	3.50	2.50	2.50	2.50	2.50	2.50	2.50
Community Centers	2.81	2.81	1.81	-	-	-	-	-	-	-
Aquatic Centers	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.50	0.50
Prairie Ridge Sports Complex	8.66	8.66	8.33	8.33	7.33	7.33	7.33	7.33	6.66	2.00
Total Culture and Recreation	50.83	50.83	50.50	47.69	43.35	39.33	39.33	38.33	37.66	19.00
Public Works:										
Street Cleaning	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Safety	6.00	6.00	6.00	6.00	3.00	3.00	3.00	3.00	3.00	3.00
Public Works Engineering	11.81	11.81	10.81	9.81	10.00	10.00	7.00	7.00	6.47	6.34
Public Works Operations	17.50	16.50	15.50	14.50	14.00	13.00	13.00	13.00	12.00	12.00
Central Garage	5.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Total Public Works	41.31	39.31	37.31	35.31	32.00	31.00	28.00	28.00	26.47	26.34
Community and Economic Development:										
Development Engineering	7.25	7.25	7.25	7.50	5.25	4.25	4.25	3.25	3.25	3.00
Planning & Building	-	-	-	-	7.00	7.00	7.00	6.00	6.00	6.00
Community Development	9.00	9.00	9.00	9.00	-	-	-	-	-	1.00
Economic Development	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Total Community and Economic Development:	18.25	18.25	18.25	18.50	14.25	13.25	13.25	11.25	11.25	12.00
General Government:										
Communications	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Human Resources	3.00	3.00	3.00	3.00	3.00	3.00	2.00	2.00	2.00	2.00
City Manager	5.38	5.38	4.38	4.00	3.00	4.00	4.00	3.00	3.00	3.00
City Clerk	4.00	4.00	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.50
Finance	4.63	4.63	5.00	5.00	5.00	3.50	2.50	3.50	3.50	3.50
Information Technology	6.00	6.00	6.00	6.00	5.00	5.00	4.00	4.00	4.00	4.00
Total General Government	25.01	25.01	24.98	24.60	22.60	22.10	19.10	19.10	19.10	19.00
Water										
Water Administration	3.82	3.32	3.32	3.32	3.07	3.07	2.50	3.00	2.83	2.83
Water Maintenance	12.83	11.83	11.83	11.83	10.00	10.00	10.00	9.00	9.00	8.00
Total Water	16.65	15.15	15.15	15.15	13.07	13.07	12.50	12.00	11.83	10.83
Sewer:										
Sewer Administration	3.81	3.31	3.31	3.31	3.06	3.06	4.83	5.13	5.14	5.83
Sewer Maintenance	11.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Total Sewer	14.81	12.31	12.31	12.31	12.06	12.06	13.83	14.13	14.14	14.83
Storm water:										
Stormwater Administration	5.00	5.00	4.00	3.75	2.75	2.75	2.75	2.75	2.45	1.50
Otter Creek Golf Course:										
Golf Course Maintenance	6.32	6.32	6.32	6.08	6.08	5.83	5.83	5.50	5.50	2.00
Golf Course Pro Shop	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Golf Course Banquet Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Otter Creek Golf Course	8.32	8.32	8.32	8.08	8.08	7.83	7.83	8.50	8.50	5.00
Total	366.14	352.14	341.78	332.35	307.06	290.29	266.99	257.71	245.05	209.50

Source: City Records

⁽¹⁾ The 2016 FTE calculation has been adjusted to include all regular part-time and certain seasonal positions

City of Ankeny, Iowa
Operating Indicators by Function
Last Ten Years

Function	CY2023 FY2024	CY2022 FY2023	CY2021 FY2022	CY2020 FY2021	CY2019 FY2020	CY2018 FY2019	CY2017 FY2018	CY2016 FY2017	CY2015 FY2016	CY2014 FY2015
Public safety:										
Police:										
UCR reportable crimes ⁽²⁾	978	920	811	938	1,180	1,118	961	884	790	740
Calls for service ⁽²⁾	44,934	43,811	40,955	38,465	44,346	42,130	38,568	35,620	39,091	38,248
Miles logged by patrol annually ⁽²⁾	509,037	503,431	415,005	366,692	377,474	362,243	343,090	352,986	399,082	394,946
Traffic accidents per 1,000 population ⁽²⁾	22.97	24.67	22.76	18.73	27.22	25.99	23.41	23.13	27.13	23.98
Total training hours, including academy-Operations ⁽²⁾	15,565	18,871	17,437	10,151	15,918	12,385	9,689	4,523	6,852	5,536
Fire:										
Fire calls ⁽²⁾	2,170	1,953	1,779	1,557	1,379	1,302	1,029	1,117	963	964
Ambulance calls ⁽²⁾	5,559	5,385	5,339	4,307	4,431	3,882	3,398	3,137	2,833	2,670
Training hours ⁽²⁾	12,000	12,900	11,000	10,000	16,000	16,000	14,000	13,500	13,248	11,154
Fire inspections performed ⁽²⁾	1,191	884	1,114	640	429	624	386	381	307	282
Code Enforcement:										
Building permits issued ⁽²⁾	2,314	2,639	2,959	3,383	2,954	2,190	2,383	2,858	2,398	2,228
Code enforcement cases ⁽²⁾	865	971	1,448	1,216	791	1,746	1,789	1,397	1,063	752
Health and social services:										
Special Populations:										
Number of special population events	21	20	20	18	13	22	22	22	24	24
Number of event participants	8,295	8,020	6,501	6,192	800	7,561	7,198	2,093	2,102	1,865
Culture and recreation:										
Library:										
Circulation ⁽¹⁾	590,005	564,536	577,123	514,425	528,937	616,863	607,082	586,189	583,280	585,226
Number of library visitors ⁽¹⁾	373,604	348,553	304,289	201,589	203,926	264,782	270,193	269,171	268,088	268,725
Number of special programs/events ⁽¹⁾	936	958	897	169	588	1,174	1,149	1,149	1,150	1,123
Program attendance ⁽¹⁾	25,513	33,102	19,771	19,598	12,559	34,914	36,375	36,486	38,365	36,152
Parks and Recreation:										
Recreation program and event participants ⁽²⁾	35,876	34,625	33,617	30,784	16,757	35,697	34,998	29,558	29,807	25,781
Community center rentals ⁽²⁾	465	357	368	250	178	458	459	459	477	477
Aquatic center attendance (88 day season) ⁽²⁾	156,848	157,253	156,893	18,404	155,079	152,106	147,888	140,000	144,629	131,990
Sports complex events (224 days season) ⁽²⁾	15,144	14,761	11,916	13,917	6,522	13,780	13,510	14,490	11,194	11,183
Community and economic development:										
Community Development:										
Additional acres platted ⁽²⁾	433	253	635	463	842	437	570	628	734	640
Economic Development										
Number of development agreements executed ⁽¹⁾	-	1	1	6	1	4	5	4	4	3
Business retention visits ⁽¹⁾	20	27	30	30	40	20	30	40	60	50
General government:										
Communications										
Number of social media followers	59,037	53,752	49,423	43,243	39,117	34,258	28,642	25,152	21,232	13,324
Number of individual users of the Ankeny website	350,950	445,546	486,178	389,062	349,971	380,777	315,737	287,757	271,258	244,184
Human resources:										
Number of W-2's issued ⁽²⁾	844	805	738	638	797	786	734	719	673	669
Number of paychecks issued ⁽²⁾	13,011	12,563	12,304	10,314	12,305	11,725	11,248	11,222	11,035	10,782
Number of employment applications received ⁽²⁾	1,942	2,032	3,215	2,105	5,249	2,956	2,735	2,116	1,947	1,798
City Clerk's Office										
Number of meeting agendas/minutes prepared ⁽²⁾	56	56	54	41	53	39	51	53	55	57
Number of resolutions processed ⁽²⁾	517	626	560	529	564	544	515	479	576	524
Number of open records requests completed ⁽²⁾	143	157	144	71	67	58	NA	NA	NA	NA
Number of license/permit applications received ⁽²⁾	3,706	3,667	4,728	2,683	2,715	2,552	2,415	2,246	3,223	2,428
Finance Office										
Number of accounts payable claims ⁽²⁾	30,129	30,182	18,459	28,130	16,350	18,690	18,457	17,871	18,247	17,406
Average number of utility billing accounts ⁽¹⁾	29,518	28,338	27,012	25,514	24,069	23,157	22,199	21,118	20,144	19,002
Road Use Tax:										
Planned value of CIP (in millions)	57.38	46.12	38.89	39.21	42.95	29.40	27.61	16.80	14.85	15.72
Water:										
Avg daily water consumption-millions of gallons ⁽¹⁾	6.86	6.93	6.47	6.62	5.84	5.57	5.78	5.06	4.63	4.28
Number of service work orders ⁽¹⁾	7,912	8,688	9,284	9,223	7,574	7,203	7,439	6,789	6,614	6,801
Number of system repairs ⁽¹⁾	100	98	80	108	88	112	102	58	52	54
Number of water main breaks ⁽¹⁾	20	16	23	29	21	19	33	10	16	10
Number of fire hydrants flushed ⁽¹⁾	765	1,728	2,231	2,063	2,017	1,647	500	1,100	1,467	1,049
Sewer:										
Avg daily sewer treatment-MGD ⁽¹⁾	7.945	7.749	7.772	7.560	7.654	8.840	6.456	7.161	7.517	7.229
Number of service work orders ⁽¹⁾	35	22	23	21	33	82	45	11	28	49
Miles of sanitary sewer cleaned ⁽¹⁾	71.0	55.0	66.2	69.5	54.5	42.2	40.6	28.7	32.8	32.1
Miles of sanitary sewer televised ⁽¹⁾	56.4	46.3	24.5	42.6	45.0	26.3	36.8	23.0	31.4	31.7
Storm Water:										
Number of public education programs ⁽¹⁾	22	23	7	11	7	8	8	8	8	8
Tons of debris cleared ⁽¹⁾	337	349	428	438	477	362	376	345	506	495
Number of storm sewer intakes cleared ⁽¹⁾	260	360	567	1,770	1,980	783	537	360	130	145
Number of COSESCO permits inspected ⁽¹⁾	575	759	746	1,055	141	214	272	255	267	258
Otter Creek Golf Course:										
Number of rounds played ⁽²⁾	35,306	33,148	33,629	20,833	26,330	26,544	29,155	29,798	28,790	28,228
Number of days open ⁽²⁾	234	233	244	212	245	245	245	232	220	202
Risk Management:										
Number of risk management claims handled ⁽²⁾	30	45	32	42	33	42	19	20	20	22
Days off due to work comp injuries ⁽²⁾	48	266	1	20	115	240	73	61	120	63
Health Insurance:										
Number of employees in the health plan ⁽¹⁾	299	292	273	274	265	254	217	212	213	212
Total amount of claims paid (in millions) ⁽¹⁾	\$ 4.08	\$ 4.68	\$ 4.19	\$ 3.39	\$ 3.11	\$ 3.02	\$ 2.77	\$ 2.40	\$ 2.53	\$ 2.45

⁽¹⁾ Fiscal Year

⁽²⁾ Previous Calendar Year

Source: City Records

City of Ankeny, Iowa
Capital Asset Statistics by Function
Last Ten Fiscal Years

Function	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Public safety:										
Police:										
Sworn officers per 1,000 population	1.02	0.99	0.99	0.91	0.94	0.97	0.95	0.93	1.00	1.01
Number of police stations	1	1	1	1	1	1	1	1	1	1
Fire:										
Number of fire stations	3	3	3	3	3	3	2	2	2	2
Number of outdoor warning sirens	22	22	24	23	23	23	23	23	23	23
Culture and recreation:										
Library:										
Number of branches	1	1	1	1	1	1	1	1	1	1
Items in the collection	295,593	290,851	278,336	224,009	215,319	191,886	182,410	145,086	135,206	132,297
Parks and Recreation:										
Park acres developed	1,074	1,052	1,046	1,038	1,038	827	827	819	813	813
Community centers	3	3	2	2	2	2	2	2	2	2
Sports complexes	2	2	2	2	2	2	2	2	2	2
Public works:										
Lane miles of streets	592	591	586	564	564	555	543	540	524	479
Number of cul-de-sacs	397	397	392	389	389	379	369	365	361	345
Number of traffic signals	85	82	79	74	71	73	72	71	70	60
Number of street lights	7,520	7,378	7,185	6,837	6,577	6,523	6,238	5,986	5,733	5,479
General government:										
Data Processing										
Number of personal computers	574	583	519	530	445	438	413	385	362	349
Number of printers	112	117	112	116	131	131	138	120	123	123
Number of VoIP phone sets	282	278	276	255	249	245	243	290	298	296
Water:										
Miles of water main	359	354	343	339	338	329	319	308	296.00	283
Above ground storage-millions of gallons	4.50	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Number of water valves	5,483	5,293	4,984	5,133	4,961	4,801	4,604	4,435	4,134	3,975
Number of fire hydrants	5,188	5,040	4,617	4,799	4,678	4,522	4,372	4,227	4,012	3,833
Sewer:										
Miles of sanitary sewer	312	309	303	294	286	280	269	263	254	243
Number of sanitary sewer manholes	6,971	6,886	6,713	6,556	6,395	6,210	5,985	5,860	5,612	5,361
Storm Water:										
Miles of storm sewer	323	314	313	310	297	295	286	277	261.00	251
# of storm sewer intakes, manholes & outlets	15,976	15,450	15,150	14,680	14,488	14,150	13,685	13,143	12,213	11,283
Otter Creek golf course:										
Number of municipal golf courses	1	1	1	1	1	1	1	1	1	1

⁽¹⁾ Updated to reflect only city owned, active water mains
Source: City Records

City of Ankeny, Iowa
Insurance Schedule ⁽¹⁾
June 30, 2024

Insurance Company	Policy Number	Type of Coverage	Liability Limits	Deductible	Policy Expiration
Iowa Communities Assurance Pool					7/15/2024
	408	Liability:			
		Automobile Liability	\$15,000,000	\$0	
		Covered Pollution Cost or Expense for Automobiles	\$15,000,000	\$0	
		Underinsured/Uninsured Motorist	\$500,000/\$500,000	\$0	person/occurrence
		Legal Liability/3rd Party	\$15,000,000	\$25,000	
		Appeal, Bail, Property Release Bonds	Unlimited	\$0	
		Broad Legal Defense Fund	\$25,000/\$25,000	\$0	occurrence/aggregate
		Claim and Defense Expenses	Unlimited	\$0	
		Cyber Liability	\$1,000,000	\$25,000	occurrence/aggregate
		Fire Department Training Activities	\$500,000	\$0	
		Fire Departments	\$500,000	\$0	
		Good Samaritan	\$15,000,000	\$0	
		Medical Expenses - Other than Automobiles	\$10,000	\$0	
		Medical Malpractice	\$15,000,000	\$25,000	
		Member Expenses	\$10,000	\$0	
		Moral Obligation to Pay	\$5,000/\$10,000	\$0	occurrence/aggregate
		Non-Monetary Relief Defense Expense	\$500,000	\$0	
		Post-Judgement/Pre-Judgment Interest	Unlimited	\$0	
		Stop Gap	\$15,000,000	\$25,000	
		Liquor Liability	\$10,000,000	\$0	
		Public Officials Wrongful Acts	\$15,000,000	\$2,500	
		Employment Expense	\$15,000,000	\$0	
		Employee Benefit Liability	\$1,000,000	\$1,000	
		Employment Practices Wrongful Acts	\$15,000,000	\$2,500	
		Law Enforcement Liability	\$15,000,000	\$5,000	per claim
		Pollution Liability:			
		Pesticides	\$10,000,000	\$0	
		Anti-Skid Materials Storage & Application	\$15,000,000	\$25,000	
		Chlorine	\$15,000,000	\$25,000	
		Fungi or Bacteria Injury or Cleanup	\$25,000/\$50,000	\$0	occurrence/aggregate
		Sewer Back-Up	\$1,000,000/\$1,000,000	\$25,000	occurrence/aggregate
		Water Treatment Plants - Clean Up	\$50,000/\$50,000	\$0	occurrence/aggregate
		Water Treatment Plants - Third Party Liability	\$50,000/\$50,000	\$0	occurrence/aggregate
		Property:			
		Buildings	\$165,713,331	80% coinsurance	
		Personal Property	\$9,204,497	80% coinsurance	
		Fine Arts	\$80,500		
		Miscellaneous Property - Scheduled	\$5,246,617	\$25,000	
		Miscellaneous Property - Unscheduled	\$1,599,622		
		Vehicles	\$13,706,312	\$25,000	
Travelers Casualty and Surety Company of America					7/16/2024
	106566801	Employee Dishonesty	\$100,000	\$1,000	
		Employee Dishonesty for Specified Positions	\$500,000	\$1,000	
Iowa Municipal Workers Compensation Association					
	0643	Worker's Compensation	Statutory	N/A	7/1/2024
Wellmark BCBS of Iowa					
	038	Employee Health Insurance (per member)	Unlimited	\$100,000	6/30/2024
		Minimum Aggregate Deductible		\$5,832,471	

⁽¹⁾ City of Ankeny City Manager's Office and Human Resources Office
N/A - Not applicable

Compliance Section

Information to Comply with *Government Auditing Standards*
and Uniform Guidance
June 30, 2024

City of Ankeny, Iowa



**Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance
and Other Matters Based on an Audit of Financial Statements Performed in Accordance with
*Government Auditing Standards***

To the Honorable Mayor and
Members of the City Council
City of Ankeny, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ankeny, Iowa, (City) as of and for the year then ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 13, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2024 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City and are reported in Part IV of the accompanying schedule of findings and questioned costs. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Dubuque, Iowa
December 13, 2024



Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

To the Honorable Mayor and
Members of the City Council
City of Ankeny, Iowa

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Ankeny, Iowa's (City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Dubuque, Iowa
December 13, 2024

City of Ankeny, Iowa
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
U.S. Department of Justice				
Direct programs				
Bulletproof Vest Partnership Program	16.607		\$ 7,093	\$ -
Bulletproof Vest Partnership Program	16.607		455	-
Total Bulletproof Vest Partnership Program			7,548	-
U.S. Department of Transportation				
Pass-through program from				
Iowa Department of Transportation				
Highway Planning and Construction	20.205	STP-A-0187 (649)--86-77	529,161	-
Highway Planning and Construction	20.205	TAP-T-0187 (650)--8V-77	840,534	-
Total Highway Planning and Construction			1,369,695	-
FMCSA Cluster				
High Priority Grant Program	20.237	Q6C3TWDWPDF8	364	-
Highway Safety Cluster				
State and Community Highway Safety	20.600	23-402-MOPT Task 03-00-00	1,299	-
State and Community Highway Safety	20.600	24-PT-2024 and 402-AL-2024	51,824	-
Total Highway Safety Cluster			53,123	-
Total U.S. Department of Transportation			1,423,182	-
Environmental Protection Agency				
Pass-through program from				
Iowa Finance Authority				
Capitalization Grants for Drinking Water State Revolving Fund	66.468	D0690R	2,170,486	-
Total Federal Financial Assistance			\$ 3,601,216	\$ -

See Notes to Schedule of Expenditures of Federal Awards

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the City of Ankeny, Iowa, (the City) under programs of the federal government for the year ended June 30, 2024. The information is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, fund balance, or cash flows of the City.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the modified accrual basis of accounting, except for subrecipient expenditures, which are recorded on the cash basis. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3 - Indirect Cost Rate

The City has not elected to use the 10% de minimis cost rate.

Note 4 - Prior Year Expenditures

The City recognized allowable pre-award costs of \$120,120 under the Capitalization Grants for Drinking Water State Revolving fund during the year ended June 30, 2024 as the award was not executed until the year ended June 30, 2024 and the award allowed for reimbursement of pre-award costs.

Part I: Summary of the Independent Auditor's Results

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major programs:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516:	No

Identification of major programs:

<u>Name of Federal Programs</u>	<u>Federal Financial Assistance Listing</u>
Highway Planning and Construction	20.205
Capitalization Grants for Drinking Water State Revolving Fund	66.468
Dollar threshold used to distinguish between type A and type B programs	\$750,000
Auditee qualified as low-risk auditee?	Yes

Part II: Financial Statement Findings

There were no findings to report.

Part III: Federal Award Findings and Questioned Costs

There were no findings and questioned costs to report.

Part IV: Other Findings Related to Required Statutory Reporting

- 2024-IA-A Certified Budget** – Disbursements during the year ended June 30, 2024 did not exceed the amounts budgeted.
- 2024-IA-B Questionable Expenditures** – We noted no expenditures that we believe may not meet the requirements of public purpose as defined in an Attorney General’s opinion dated April 25, 1979.
- 2024-IA-C Travel Expense** – No expenditures of City money for travel expenses of spouses of City officials or employees were noted.
- 2024-IA-D Business Transactions** – No business transactions between the City and City officials or employees were noted.
- 2024-IA-E Restricted Donor Activity** – No transactions were noted between the City, City officials, City employees and restricted donors in compliance with Chapter 68B of the Code of Iowa.
- 2024-IA-F Bond Coverage** – Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure the coverage is adequate for current operations.
- 2024-IA-G Council Minutes** – No transactions were found that we believe should have been approved in the Council minutes but were not.
- 2024-IA-H Deposits and Investments** – No instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the City’s investment policy were noted.
- 2024-IA-I Revenue Bonds and Notes** – No instances of noncompliance with the revenue bond and note resolutions were noted.
- 2024-IA-J Annual Urban Renewal Report** – The annual urban renewal report was approved and certified to the Iowa Department of Management on or before December 1, 2023.
- 2024-IA-K Tax Increment Financing** – the Special Revenue Tax Increment Financing Fund properly disbursed payments for TIF loans and rebates. Also, the City properly completed the Tax Increment Debt Certificate forms to request TIF property taxes.



Ankeny City Hall • 410 West First Street • Ankeny, Iowa 50023
515.965.6400 • www.ankenyiowa.gov



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** setting a public hearing for a request to vacate a portion of a Public Ingress/Egress Easement, located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza (date of hrg: 1/21/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

Veridian Credit Union has requested the vacation of a portion of a Public Ingress/Egress Easement located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza to facilitate future development of the site. All public purpose served by said easement is no longer necessary.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Notice
3. Vacation Exhibit
4. Applicant Letter

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A PORTION OF A PUBLIC INGRESS/EGRESS EASEMENT, LOCATED ON LOT 1; LOT 2 EX PARCEL 2018-40 BK 16951 PG 86 CREDIT UNION PLAZA

WHEREAS, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider vacating a portion of a public ingress/egress easement, located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza, and being legally described as follows:

SEE ATTACHED EASEMENT VACATION PLAT

WHEREAS, City staff has reviewed the request, and determined that said easement vacation is appropriate; and

WHEREAS, Section 364.7, Code of Iowa, provides that easements may be vacated only after notice and hearing as required by law.

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 21st day of January, 2025, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a portion of a public ingress/egress easement, located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza,; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 6th day of January, 2025.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY,
IOWA, TO CONSIDER A REQUEST TO VACATE A PORTION OF A PUBLIC
INGRESS/EGRESS EASEMENT, LOCATED ON LOT 1; LOT 2 EX PARCEL 2018-40 BK 16951
PG 86 CREDIT UNION PLAZA**

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF AN EASEMENT OR A PORTION OF AN EASEMENT WITHIN THE CITY OF ANKENY, IOWA.

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider a request to vacate a portion of a public ingress/egress easement, located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza, lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

NOTICE IS FURTHER GIVEN that said Easement is proposed to be vacated by the City of Ankeny and conveyed to Veridian Credit Union. Said conveyance will be by Quit Claim Deed, and without payment of consideration.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 21st day of January, 2025, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider the request to vacate that portion of said Easement, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

DATED this 6th day of January, 2025.

CITY OF ANKENY, IOWA

Michele Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2025.

Part Of Lot 1,Credit Union Plaza
Requestor: Primus Companies, LLC
Proprietor: Veridian Credit Union

PART OF LOT 1, CREDIT UNION PLAZA

LOT 1; LOT 2 EX PARCEL 2018-40 BK 16951 PG 86
CREDIT UNION PLAZA

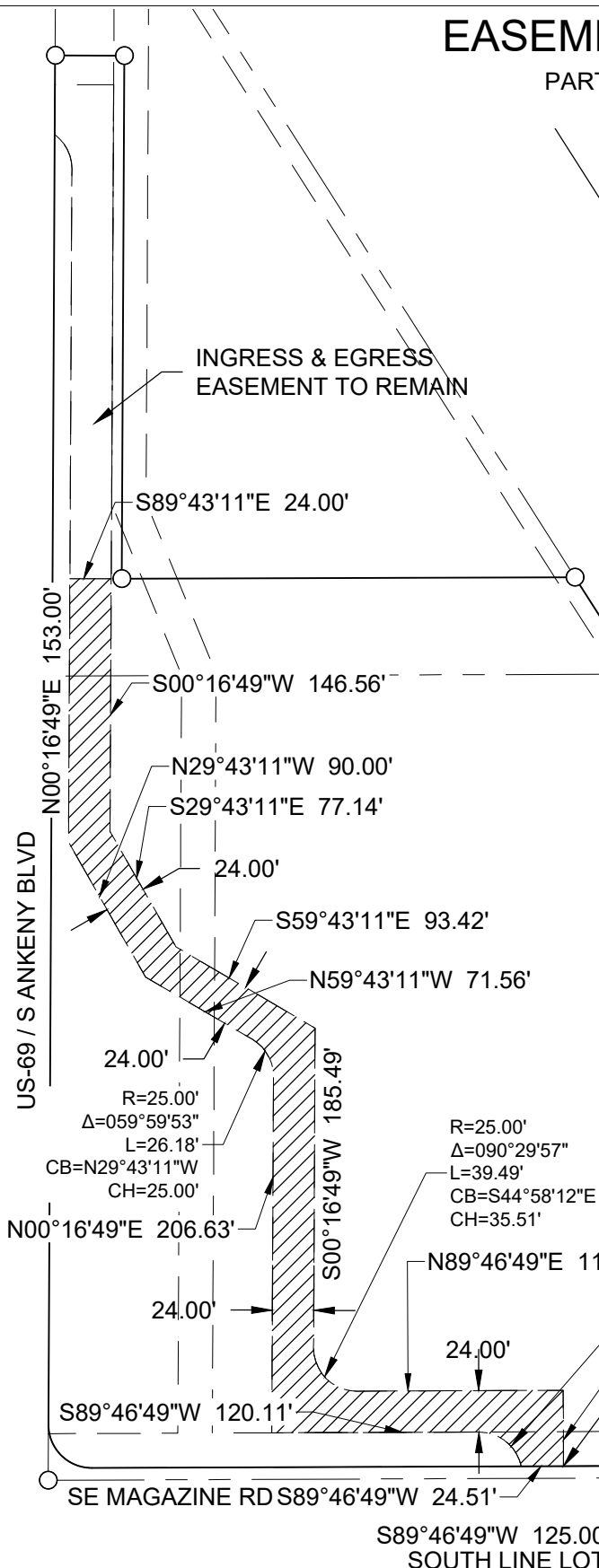
24' INGRESS & EGRESS EASEMENT AS DESCRIBED IN BOOK Z, PAGE 640.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT A, CREDIT UNION PLAZA, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AS RECORDED IN BOOK Z, PAGE 640; THENCE N11°13'11"W, ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 7.00 FEET TO THE NORTH LINE OF SAID LOT A; THENCE S89°46'49"W, ALONG THE NORTH LINE OF SAID LOT A, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE S89°46'49"W, 24.51 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 78°27'49", AN ARC LENGTH 34.24 FEET, A CHORD BEARING OF N50°59'19"W; THENCE S89°46'49"W, 120.11 FEET; THENCE N00°16'49"E, 206.63 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 59°59'53", AN ARC LENGTH 26.18 FEET, A CHORD BEARING OF N29°43'11"W; THENCE N59°43'11"W, 71.56 FEET; THENCE N29°43'11"W, 90.00 FEET; THENCE N00°16'49"E, 153.00 FEET; THENCE S89°43'11"E, 24.00 FEET; THENCE S00°16'49"W, 146.56 FEET; THENCE S29°43'11"E, 77.14 FEET; THENCE S59°43'11"E, 93.42 FEET; THENCE S00°16'49"W, 185.49 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°29'57", AN ARC LENGTH 39.49 FEET, A CHORD BEARING OF S44°58'12"E; THENCE N89°46'49"E, 119.68 FEET; THENCE S00°13'11"E, 44.00 FEET TO THE POINT OF BEGINNING.

OWNER:
VERIDIAN CREDIT UNION
1201 S ANKENY BLVD
ANKENY, IA 50023

REQUESTED BY:
PRIMUS COMPANIES, LLC
401 8TH AVE SE
CEDAR RAPIDS, IA 52401

TOTAL LAND AREA
0.57 ACRES (24,716 SQUARE FEET)



POINT OF BEGINNING

EAST LINE
LOT A

N00°13'11"W 7.00'

POINT OF COMMENCEMENT
SOUTHEAST CORNER LOT A,
CREDIT UNION PLAZA FOUND
1" IRON ROD

	PROPERTY LINE
	RECORDED DIMENSION
	FOUND MONUMENT
	FOUND SECTION CORNER
	EASEMENT VACATION AREA

DATE: 12.02.2024

EASEMENT EXHIBIT

olsson

1717 Ingersoll Avenue
Suite 111
Des Moines, IA 50309
olsson.com
TEL 515 331 6517

1



December 2, 2024

City of Ankeny

1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

Dear Planning and Building Director, Honorable Mayor and Members of City Council:

On behalf of Veridian Credit Union, we are applying for the City of Ankeny to vacate a 24-foot ingress & egress easement located in Lot 1; Lot 2 Ex Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza.

We are preparing a site plan for a new Veridian Credit Union that would conflict with the existing ingress & egress easement. The existing Veridian Credit Union building will be demolished from the site after completion of the proposed building. We would like to vacate the 24-foot ingress & egress easement and would provide a new ingress & egress easement as a part of the final plat if the property owner proceeds to split the lots.

We respectfully request the City's review and approval of the easement vacation to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Morrison".

Jeff Morrison, PE

Olsson Associate Project Manager



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot 1 Credit Union Plaza; and associated with the development of the Veridian Credit Union Site Plan at 1201 S Ankeny Boulevard.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution

2. Easement

WHEN RECORDED RETURN TO:

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

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: 515-963-3544

RESOLUTION

**RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT,
LOCATED ON LOT 1 CREDIT UNION PLAZA; AND ASSOCIATED WITH THE
DEVELOPMENT OF 1201 S ANKENY BOULEVARD VERIDIAN CREDIT UNION
SITE PLAN**

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot 1, Credit Union Plaza; and associated with the development of 1201 S Ankeny Boulevard Veridian Credit Union Site Plan, has been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on Lot 1, Credit Union Plaza; and associated with the development of 1201 S Ankeny Boulevard Veridian Credit Union Site Plan are hereby accepted.

PASSED AND APPROVED this 6th day of January, 2025.

CITY OF ANKENY

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Jeff Morrison, Olsson, 601 P Street Suite 200, Lincoln, NE 68508, Phone: 402-474-6311

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **Veridian Credit Union** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

Lot 1, CREDIT UNION PLAZA, an Official Plat now included in and forming a part of the City of Ankeny, Polk County, Iowa, locally known as 1201 S Ankeny Boulevard, Ankeny, Iowa

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

AN EASEMENT LOCATED IN PART OF LOT 1, CREDIT UNION PLAZA, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AS RECORDED IN BOOK Z, PAGE 640 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF LOT A, CREDIT UNION PLAZA, IN THE CITY OF ANKENY, POLK COUNTY IOWA AS RECORDED IN BOOK Z, PAGE 640; THENCE N00°13'11"W, ALONG THE EAST LINE OF SAID LOT A AND SAID LOT 1, A DISTANCE OF 27.00 FEET TO THE NORTH LINE OF A 20.00' WATER MAIN EASEMENT AS SHOWN IN BOOK Z, PAGE 640 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA; THENCE S89°46'49"W, ALONG THE NORTH LINE OF SAID 20.00' WATER MAIN EASEMENT, 27.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE S89°46'49"W, 60.00 FEET; THENCE N00°13'11"W, 235.00 FEET; THENCE N89°46'49"E, 60.00 FEET; THENCE S00°13'11"E, 235.00 FEET TO THE POINT OF BEGINNING.

AN EASEMENT LOCATED IN PART OF LOT 1, CREDIT UNION PLAZA, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AS RECORDED IN BOOK Z, PAGE 640 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT A, CREDIT UNION PLAZA, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AS RECORDED IN BOOK Z, PAGE 640; THENCE N00°16'49"E, ALONG THE WEST LINE OF SAID LOT A AND SAID LOT 1, A DISTANCE OF 44.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°16'49"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 290.00 FEET; THENCE S89°43'11"E, 20.00 FEET; THENCE S44°43'11"E, 28.28 FEET; THENCE S00°16'49"W, 270.00 FEET; THENCE N89°43'11"W, 40.00 FEET TO THE POINT OF BEGINNING.

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners ("Owners") in **Veridian Credit Union** shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner of **Veridian Credit Union** is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.
7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The

Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.

9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.
10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1/[Number of lots in Benefited Property] assessed to each Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
 15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
 17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).

18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.
21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

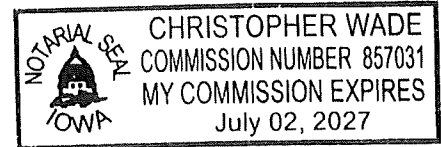
Signed this 9 day of Dec, 2024

Grantor: Veridian Credit Union

By: [Signature]

Name: STEVE KLEIN

Title: VP of Branches



STATE OF IOWA, COUNTY OF Linn, ss:

On this 9th day of December, 2024, before me, the undersigned, a Notary Public in and for said County and State personally appeared Grantor, to me personally known, who being by me duly sworn, did say that he is Title of Grantor, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the corporation, LLC, etc., by it and by him voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, _____.

City Clerk of the City of Ankeny, Iowa

Owner:

By: _____

Name: _____

Title: _____

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A
AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and Veridian Credit Union hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

AN EASEMENT LOCATED IN PART OF LOT 1, CREDIT UNION PLAZA, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AS RECORDED IN BOOK Z, PAGE 640 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF LOT A, CREDIT UNION PLAZA, IN THE CITY OF ANKENY, POLK COUNTY IOWA AS RECORDED IN BOOK Z, PAGE 640; THENCE N00°13'11"W, ALONG THE EAST LINE OF SAID LOT A AND SAID LOT 1, A DISTANCE OF 27.00 FEET TO THE NORTH LINE OF A 20.00' WATER MAIN EASEMENT AS SHOWN IN BOOK Z, PAGE 640 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA; THENCE S89°46'49"W, ALONG THE NORTH LINE OF SAID 20.00' WATER MAIN EASEMENT, 27.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE S89°46'49"W, 60.00 FEET; THENCE N00°13'11"W, 235.00 FEET; THENCE N89°46'49"E, 60.00 FEET; THENCE S00°13'11"E, 235.00 FEET TO THE POINT OF BEGINNING.

AN EASEMENT LOCATED IN PART OF LOT 1, CREDIT UNION PLAZA, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AS RECORDED IN BOOK Z, PAGE 640 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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and applies to the property described as:

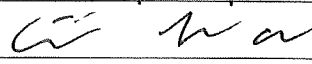
Lot 1, CREDIT UNION PLAZA, an Official Plat now included in and forming a part of the City of Ankeny, Polk County, Iowa, locally known as 1201 S Ankeny Boulevard, Ankeny, Iowa

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
 - A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.

9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: Veridian Credit Union

By 
Name STEVE KLEIN
Date 12/9/2024
Witness 
Name Christopher Wade

LENDER NAME:

By: _____
Name: _____
Title: _____

Location Description:
Part Of Lot 1, Credit Union Plaza
Requestor: Primus Companies, LLC
Proprietor: Veridian Credit Union
Surveyor: Scott A. Catron
Surveyor Company: Olsson, Inc.
Return To:
1717 Ingersoll Ave, Suite 111 Des Moines, IA 50309 or
scatron@olsson.com I (515) 331-6517

EASEMENT EXHIBIT
PART OF LOT 1, CREDIT UNION PLAZA

NORTHEASTERLY CORNER
LOT 1, CREDIT UNION PLAZA
FOUND 5/8" IRON ROD W/
PINK PLASTIC CAP #22232

EASEMENT DESCRIPTION:

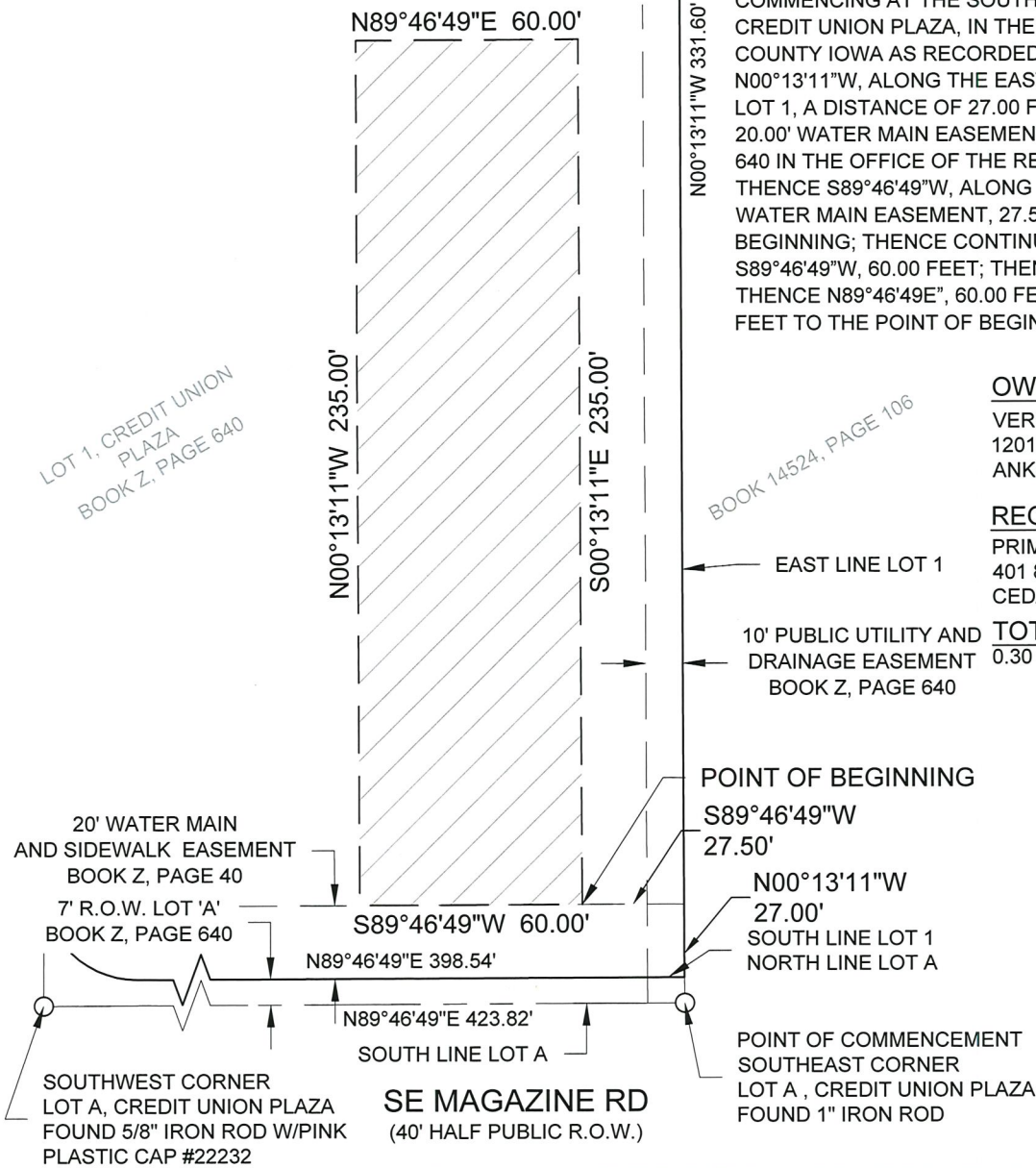
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OWNER:
VERIDIAN CREDIT UNION
1201 S ANKENY BLVD
ANKENY, IA 50023

REQUESTED BY:
PRIMUS COMPANIES, LLC
401 8TH AVE SE
CEDAR RAPIDS, IA 52401

TOTAL LAND AREA
0.30 ACRES (13,163 SQUARE FEET)



CERTIFICATION:

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND 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.

Digitally signed by Scott A. Catron
Date: 2024.12.06
07:50:29-06'00'

SCOTT A CATRON
LICENSE NUMBER 22232
LICENSE RENEWAL DATE: 12/31/25
PAGES COVERED BY SEAL: SHEETS THIS SHEET



LEGEND:

- PROPERTY LINE
- (XX.XX') RECORDED DIMENSION
- FOUND MONUMENT
- FOUND SECTION CORNER
- [Hatched Box] PROPOSED EASEMENT AREA

PROJECT NO: 024-08130
DRAWN BY: EMS
DATE: 10.10.2024

EASEMENT EXHIBIT

olsson®

1717 Ingersoll Avenue
Suite 111
Des Moines, IA 50309
olsson.com
TEL 515.331.6517

EXHIBIT
2

Location Description:

Part Of Lot 1,Credit Union Plaza

Requestor: Primus Companies, LLC

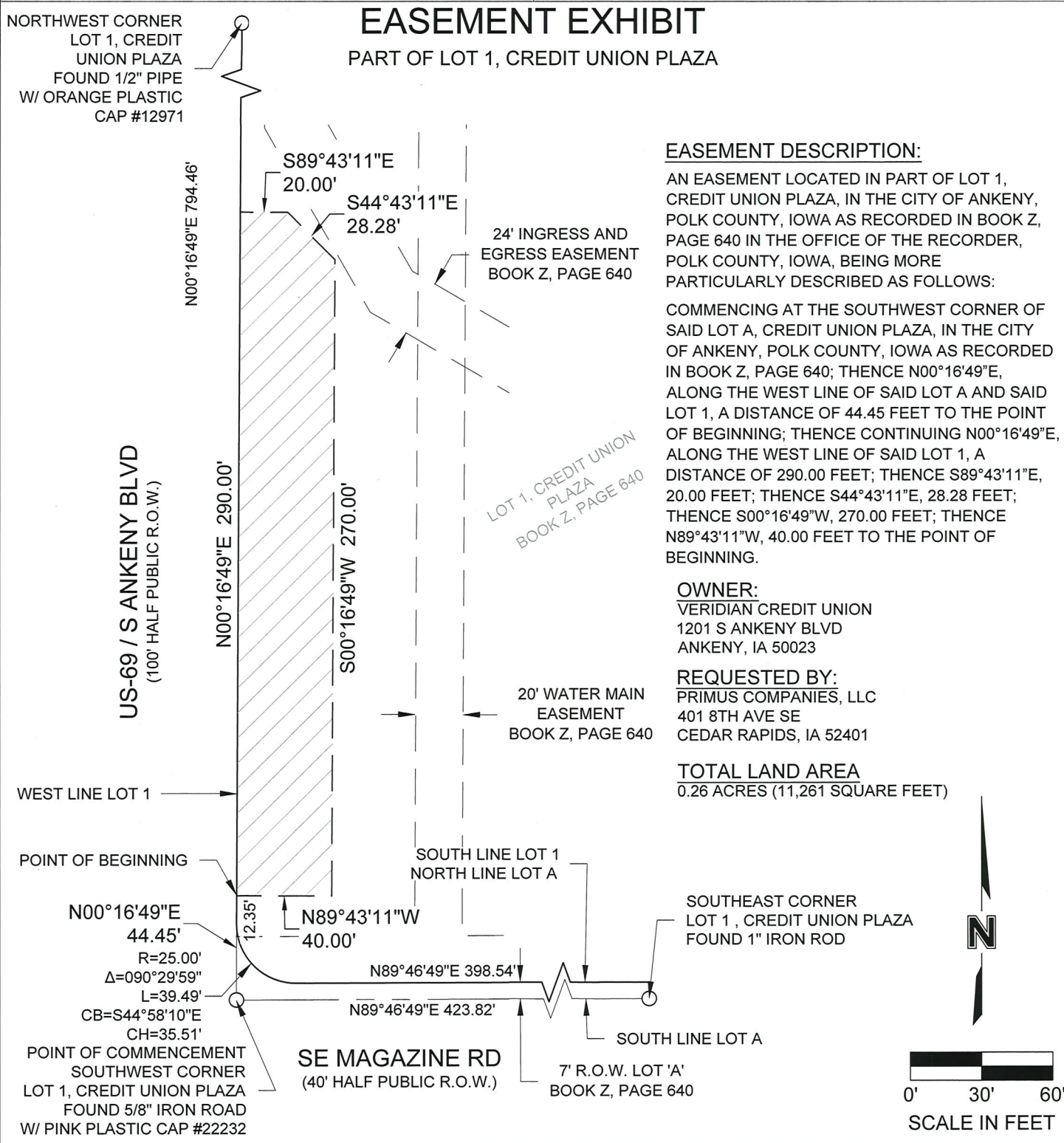
Proprietor: Veridian Credit Union

Surveyor: Scott A. Catron

Surveyor Company: Olsson, Inc.

Return To:

1717 Ingersoll Ave, Suite 111 Des Moines, IA 50309 or
scatron@olsson.com I (515) 331-6517



EASEMENT DESCRIPTION:

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OWNER:
VERIDIAN CREDIT UNION
1201 S ANKENY BLVD
ANKENY, IA 50023

REQUESTED BY:
PRIMUS COMPANIES, LLC
401 8TH AVE SE
CEDAR RAPIDS, IA 52401

TOTAL LAND AREA
0.26 ACRES (11,261 SQUARE FEET)

CERTIFICATION:

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND 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.

SCOTT A. CATRON

LICENSE NUMBER 22232

LICENSE RENEWAL DATE: 12/31/25

PAGES COVERED BY SEAL: SHEETS

DATE

THIS SHEET

Digitally signed by Scott A. Catron

Date: 2024.12.06

07:50:53-06'00'

SCOTT A. CATRON

22232

LEGEND:

(XX.XX')

○

●

▨

PROPERTY LINE
RECORDED
DIMENSION

FOUND
MONUMENT

FOUND
SECTION CORNER

PROPOSED
EASEMENT
AREA

PROJECT NO: 024-08130

DRAWN BY: EMS

DATE: 10.10.2024

EASEMENT EXHIBIT

olsson®

1717 Ingersoll Avenue
Suite 111
Des Moines, IA 50309
olsson.com
TEL 515.331.6517

EXHIBIT

1



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to grant preliminary approval of the First Street Commons Plat 3 Final Plat; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$8,075.00.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure economic vitality.

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

First Street Commons Plat 3 is a proposed 2.11-acre (+/-) final plat generally located northwest of the intersection at E 1st Street/NE 94th Avenue and NE 38th Street. The subject plat creates 22 single-family attached townhome postage stamp lots, one outlot for common space and private street extensions of NE Timber Lane and NE Crossing Oaks Lane. The proposed development is platted in accordance with the amended Deer Creek PUD Conceptual Master Plan, approved in 2018.

CITY MANAGER/STAFF RECOMMENDATIONS:

Grant preliminary approval of the First Street Commons Plat 3 Final Plat; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$8,075.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The Plan and Zoning Commission recommended City Council approval at their meeting on November 5, 2024.

FISCAL IMPACT

A cost participation request for the extension of 16-inch water main along NE 38th Street in an amount estimated to be \$8,075.00.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Staff Report
2. Aerial Map
3. PZ Minutes
4. Applicant Letter
5. PZ Approved First Street Commons Plat 3 FP

Agenda Item: First Street Commons Plat 3 – Final Plat
Report Date: October 28, 2024
Prepared By: Derek Silverthorn *EJC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the First Street Commons Plat 3 Final Plat.

Project Summary:

First Street Commons Plat 3 is a proposed 2.11-acre (+/-) final plat generally located northwest of the intersection at E 1st Street/NE 94th Avenue and NE 38th Street. The subject plat creates 22 single-family attached townhome postage stamp lots, one outlot for common space and private street extensions of NE Timber Lane and NE Crossing Oaks Lane. The proposed development is platted in accordance with the amended Deer Creek PUD Conceptual Master Plan, approved in 2018.

Project Report:

- Streets:** The proposed development will be accessed from private street extensions of NE Timber Lane and NE Crossing Oaks Lane. Four-foot sidewalk will be provided throughout the development, and will connect to five-foot sidewalk at the intersection of NE Crossing Oaks Lane and NE 3rd Street.
- Water:** The proposed development will be served by eight-inch water main extended from existing water main along NE 3rd Street throughout the plat area.
- Sewer:** Eight-inch sanitary sewer will be extended from existing sewer to serve the proposed plat area. Wastewater will convey off-site northwesterly through other plat areas within the Deer Creek PUD and ultimately into the Four Mile Outfall.
- Drainage:** Storm sewer is provided throughout the proposed plat area, which will be routed northerly off-site into a detention pond located within Outlot Z, The Crossings at Deer Creek Plat 13. Stormwater then conveys into a series of storm sewer and detention ponds throughout the Deer Creek PUD, before ultimately outletting into Deer Creek.
- Park Land:** The developer requests that the City accept payment in lieu of parkland, in an amount equal to \$2,532.00 based on \$12,000.00 per acre, to fulfill the parkland dedication requirement as specified in the City's Subdivision Regulations in Chapter 200.35.A.1 (Criteria for Requiring Parkland Dedication) for Development.

**CITY OF ANKENY
SUBDIVISION DATA**

PLAT NAME: First Street Commons Plat 3

OWNER/ DEVELOPER: First Street Commons, LLC

GENERAL INFORMATION:

PLAT LOCATION: Northwest of the intersection at E 1st Street/NE 94th Avenue and NE 38th Street

SIZE OF PLAT: 2.11 acres

ZONING: Deer Creek PUD

LOTS:

NUMBER: 22 single-family attached townhome lots, 1 outlot

SIZE/DENSITY: 10.43 units per acre

USE: Residential

BUILDING LINES: Front: 25' from private streets
30' from Internal Public ROW
35' from E 1st Street/NE 94th Avenue & NE 38th Street
Rear: 30' (decks may extend 12' into rear yard setback)
Side: 12' for principal structures

ADJACENT LANDS:

NORTH: The Crossings at Deer Creek Plat 13 (preliminary approval)

SOUTH: E 1st Street/NE 94th Avenue

EAST: NE 38th Street

WEST: First Street Commons Plat 2

PARK LAND DEDICATION: The developer requests that the City accept payment in lieu of park land.

STREET DEVELOPMENT: There are no public streets proposed with the subject development.

STORM WATER: This plat lies in the Four Mile Creek Drainage Basin.

WASTE WATER:

PROJECTED FLOWS: 22 units X 3 pers. per house X 100 gal. per day/pers.= 6,600 GPD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Four Mile Trunk Sewer

FOUR MILE TRUNK SEWER CAPACITY: 47 MGD; current daily avg. 11.2 MGD

WATER SYSTEM:

USAGE: 22 units X 3 pers. per house X 100 gal. per day/person = 6,600 GPD

SUPPLY CAPACITY: 15 MGD; Current daily avg. 6.5 MGD

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, November 5, 2024

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

CALL TO ORDER

Chair Ted Rapp called the November 5, 2024 meeting of the Plan & Zoning Commission to order at 6:28 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the November 5, 2024 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

CONSENT AGENDA ITEMS

Item #2. First Street Commons Plat 3 Final Plat

Motion to recommend City Council approval of the First Street Commons Plat 3 Final Plat.

Motion by L.West to approve the recommendations for Consent Agenda Items #1 - #5. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

October 25, 2024

Honorable Mayor, City Council and Plan and Zoning Commission Members
c/o Derek Silverthorn
City of Ankeny
1210 NW Prairie Ridge Dr.
Ankeny, Iowa 50023

RE: First Street Commons Plat 3
Site Plan, Final Plat, and Construction Drawing Submittal

Dear Plan and Zoning Commission Members, Council Members, and Honorable Mayor;

On behalf of First Street Commons LLC, we are pleased to submit herewith a site plan, final plat, and construction drawings for First Street Commons Plat 3 located within the Deer Creek PUD, west of NE 38th Street and north of E 1st Street. The property contains approximately 2.11 acres.

Plat 3 will include development of 22 two-plex and 4-plex townhomes, which is consistent with the Deer Creek PUD. The project contains two new private streets which connect to NE 3rd Street. Public sanitary sewer will be extended from Plat 2, and public water main will be extended from the public street to provide service for the development. Storm water detention is provided in existing detention basins to the north and west of the plat.

We respectfully request the City's consideration for cost participation, in accordance with the City policy, for the extension of 16-inch water main along NE 38th Street in the amount of \$25 per linear foot (\$8,075 total).

We are requesting that preliminary approval of the final plat be granted by City Council at the next regular City Council meeting.

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC



Emily Harding, Project Manager

cc: First Street Commons, LLC

INDEX LEGEND

LOCATION: PT. OUTLOT 'Y', FIRST STREET COMMONS PLAT 1
ANKENY, POLK COUNTY, IOWA

REQUESTOR: FIRST STREET COMMONS, LLC

PROPRIETOR: FIRST STREET COMMONS, LLC
17389 BERKSHIRE PARKWAY
CLIVE, IOWA 50325

SURVEYOR: LOUIS M. KELEHAN

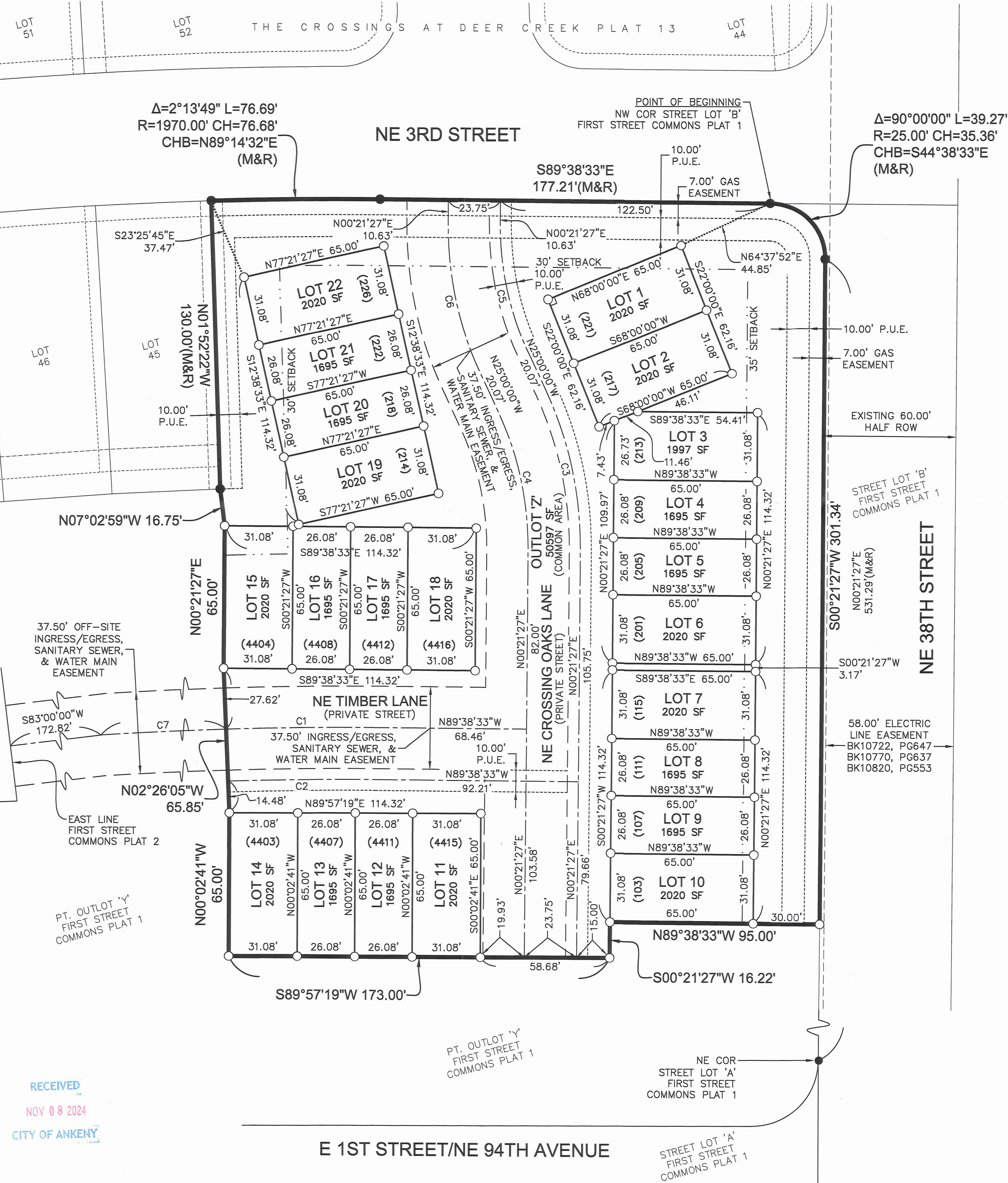
COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

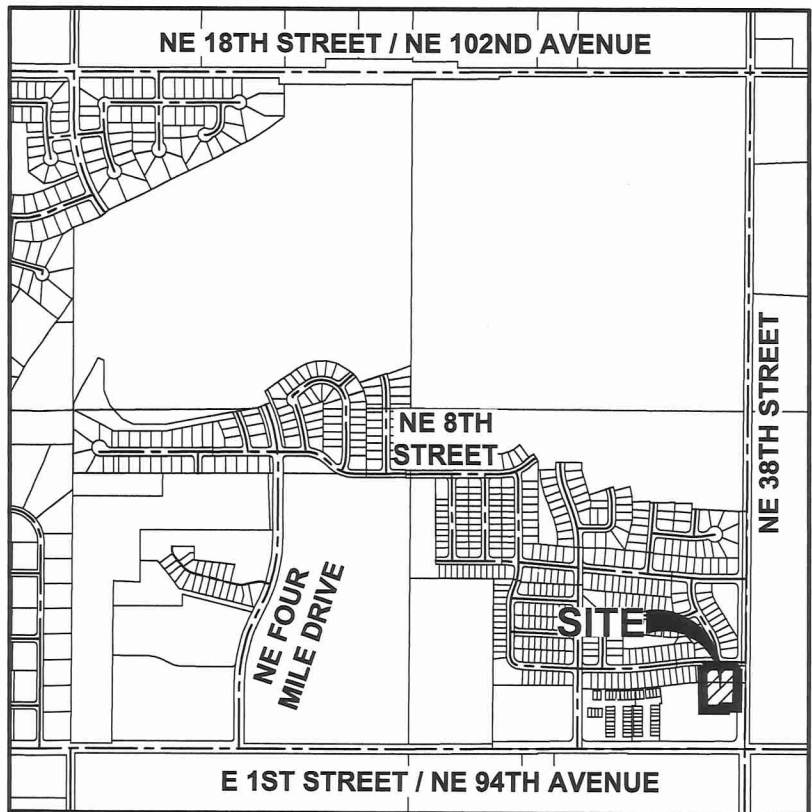
FIRST STREET COMMONS PLAT 3

FINAL PLAT

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date: November 5, 2024	
Ayes: 7	Nays: 0
Abstain: 0	Absent: 0
APPROVED	
J. B. [Signature]	Chairperson
[Signature]	Secretary



VICINITY MAP



ANKENY, IOWA

OWNER / DEVELOPER

FIRST STREET COMMONS, LLC
CONTACT: ERIC GRUBB
17389 BERKSHIRE PARKWAY
CLIVE, IOWA 50325
PH. (515) 975-7441

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322

DATE OF SURVEY

FIELDWORK: DECEMBER, 2023

NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
- THE DEVELOPER IS RESPONSIBLE FOR STREET LIGHT INSTALLATION ON NE 38TH STREET ALONG THE PLAT BOUNDARY.
- SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE CITY OF ANKENY, POLK COUNTY, IOWA, MAP NUMBER 19153C0210F WITH A EFFECTIVE DATE OF FEBRUARY 1, 2019.

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#18660 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	
BUILDING SETBACK LINE	---	
PLAT BOUNDARY	---	

PLAT DESCRIPTION

A PART OF OUTLOT 'Y', FIRST STREET COMMONS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF STREET LOT 'B', SAID FIRST STREET COMMONS PLAT 1; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID OUTLOT 'Y' AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS SOUTH 44°38'33" EAST, 35.36 FEET; THENCE SOUTH 00°21'27" WEST CONTINUING ALONG SAID EASTERLY LINE, 301.34 FEET; THENCE NORTH 89°38'33" WEST, 95.00 FEET; THENCE SOUTH 00°21'27" WEST, 16.22 FEET; THENCE SOUTH 89°57'19" WEST, 173.00 FEET; THENCE NORTH 00°02'41" WEST, 65.00 FEET; THENCE NORTH 02°26'05" WEST, 65.85 FEET; THENCE NORTH 00°21'27" EAST, 65.00 FEET; THENCE NORTH 07°02'59" WEST, 16.75 FEET TO A CORNER ON THE NORTHERLY LINE OF SAID OUTLOT 'Y'; THENCE NORTH 01°52'22" WEST ALONG SAID NORTHERLY LINE, 130.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1970.00 FEET, WHOSE ARC LENGTH IS 76.69 FEET AND WHOSE CHORD BEARS NORTH 89°14'32" EAST, 76.68 FEET; THENCE SOUTH 89°38'33" EAST CONTINUING ALONG SAID NORTHERLY LINE, 177.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.11 ACRES (91,764 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ZONING AND BULK REGULATIONS

ZONING

DEER CREEK PUD

BULK REGULATIONS

MIN. SETBACKS

- FRONT = 35' FROM NE 94TH AVE (E 1ST ST.) & NE 38TH ST.
- 30' FEET FROM INTERNAL PUBLIC RIGHT-OF-WAYS
- 25' FEET FROM PRIVATE DRIVES

- REAR = 30' (DECKS MAY EXTEND 12 FEET INTO RYSB)

- BUILDING SEPARATION = 12' PRINCIPAL STRUCTURES

SCREENING REQUIRED:

- CLASS A WHERE TOWNHOME AREAS ABUT SINGLE-FAMILY AREAS

R-3 ZONING REGULATIONS SHALL APPLY TO ANY ITEMS NOT COVERED.

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	2°15'18"	1730.75'	68.12'	S89°13'48"W	68.12'
C2	2°14'51"	1707.00'	66.96'	S89°14'01"W	66.96'
C3	25°21'27"	167.50'	74.13'	N12°19'17"W	73.53'
C4	25°21'27"	143.75'	63.62'	N12°19'17"W	63.10'
C5	25°21'27"	132.50'	58.64'	N12°19'17"W	58.16'
C6	25°21'27"	156.25'	69.15'	N12°19'17"W	68.59'
C7	5°06'09"	1730.75'	154.13'	S85°33'04"W	154.08'

LOUIS M. KELEHAN
LICENSE NUMBER 18660
STATE OF IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DATE: _____

THIS SHEET

DATE: 10/25/24

REVISIONS:

10/25/24 10/04/24

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

REVIEW: _____

TECH: _____

ENGINEER: _____

10/25/24 10/04/24

2409.706



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Amendment No. 4 to the Professional Services Agreement increasing the contract amount by \$0.00 with Snyder and Associates for construction services on the High Trestle Trail Transmission and Drainage Improvements - Contract 2, HMA Trail Improvements project.

ORIGINATING DEPARTMENT

Municipal Utilities

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

Snyder & Associates, Inc. has completed the design of the High Trestle Trail (HTT) Transmission Main and Drainage Improvements - Contract 2, HMA Trail Improvements project. The Municipal Utilities Department proposes to continue to use Snyder & Associates, Inc. for the construction services.

The fees for the construction services are \$27,300.00, but this will be a net zero add to the project as there is currently funds within the project to cover these proposed costs. The original Professional Services Agreement cost was \$103,800.00 for concept analysis. Amendment No. 1 added \$158,200.00 for design services for Phase 1 from W. 1st Street to NW State Street. Amendment No. 2 added \$185,400.00 for design services of Phase 2 which essentially became the full project from W. 1st Street to NW 18th Street and along NW 18th Street over to NW Irvinedale Drive. Amendment No. 3 added \$255,300.00 for construction services. Adding Amendment No. 4 to the Professional Services Agreement maintains the total contract amount of \$702,700.00.

It is recommended that the City Council approve Amendment No. 4 to the Professional Services Agreement with Snyder and Associates in the amount of \$0.00 for the HTT Transmission Main and Drainage Improvements - Contract 2, HMA Trail Improvements project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve Amendment No. 4 to the Professional Services Agreement increasing the contract amount by \$0.00 with Snyder and Associates for construction services for the HTT Transmission Main and Drainage Improvements - Contract 2, HMA Trail Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

November 21,2022: City Council approved the Professional Services Amendment No. 3 with Snyder and Associates for the Construction Services for the HTT Transmission Main and Drainage Improvements - Contract 2, HMA Trail Improvements.

FISCAL IMPACT

The project is included in the City's 2024 - 2028 Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Agmt_Supplemental 04_HTTTrailConstr
2. Agreement_HTTWaterStorm_2020-12-23
3. Agmt_Supplemental_HTT Phase1
4. Agmt_Supplemental_HTT Phase2_2021-11-29
5. Agmt_Supplemental_HTT_03 Construction

**AMENDMENT No. 4
TO THE PROFESSIONAL SERVICES AGREEMENT**

**HIGH TRESTLE TRAIL (HTT) TRANSMISSION WATER MAIN
AND DRAINAGE IMPROVEMENTS –
CONTRACT 2, HMA TRAIL IMPROVEMENTS**

SCOPE OF SERVICES – CONSTRUCTION SERVICES

I. SCOPE OF WORK

This is an Amendment to the Professional Services Agreement dated January 4, 2021 by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CITY”, and Snyder & Associates, Inc., hereinafter referred to as the “ENGINEER”.

This Amendment is associated with the Construction Services for trail repairs to the High Trestle Trail from W. 1st Street to NW 18th Street in Ankeny, Iowa, hereinafter referred to as the “PROJECT”.

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

**EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK,
SECTION H. HTT TRAIL REPAIR CONSTRUCTION SERVICES,** shall be added as follows:

1. CONSTRUCTION ADMINISTRATION

- 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 coordinate staging and traffic control changes with the impacted property owners during construction. The PROFESSIONAL shall prepare and distribute communication documents, perform phone calls to inform property owners of traffic control changes, and meet with property owners, if needed, to discuss project items.
- d. The PROFESSIONAL shall prepare partial payment applications and change orders and make recommendations to the CLIENT for their acceptance. The PROFESSIONAL shall include regular progress reports with the monthly payment applications.

- e. 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.
- f. The PROFESSIONAL shall conduct weekly construction meetings and prepare meeting minutes for the CLIENT.
- g. The PROFESSIONAL shall prepare and submit to the IDNR for purposes of SRF funding Davis-Bacon wage documentation and reviews.
- h. 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.
- i. 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).
- j. When directed to do so by the CLIENT, the PROFESSIONAL shall prepare updated plan sheets for changes approved by the CLIENT.

2. CONSTRUCTION STAKING

Construction staking is not anticipated. Field marking of limits will be conducted by the PROFESSIONAL's Resident Construction Observer.

3. 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 Iowa DOT's template and provide to the CLIENT for review and approval 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, layouts, devices, and direct the Contractor to correct any deficiencies.
- g. The PROFESSIONAL shall spot check grading, subgrade preparation, and subbase placement, and review with the Contractor any deficiencies in the subgrade and/or subbase 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. This includes trails. Uncompacted field samples, plant samples and cores will be collected and transported by an independent testing laboratory provided by the Contractor. Core samples will be required to verify compaction and thickness to be completed by an independent testing laboratory provided by the CONTRACTOR. All testing shall be witnessed and overseen by the PROFESSIONAL.
- i. The PROFESSIONAL shall periodically observe all surface restoration and attend weekly erosion control meetings.
- j. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.
- k. The PROFESSIONAL does not anticipate Saturday work.

4. RECORD DRAWINGS

Not anticipated.

5. MONUMENT PRESERVATION

Not Anticipated.

6. HMA and CONCRETE TESTING EXPENSES

Through an independent testing laboratory engaged by the Contractor, the PROFESSIONAL shall witness uncompacted sample collection, analysis of plant samples in accordance with SUDAS frequency and requirements.

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 and submittal 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 review and signature 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.

EXHIBIT A – SCOPE OF SERVICES, ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

F. CONSTRUCTION SERVICES – HTT TRAIL REPAIR

As set forth in Exhibit A – Scope of Services, Article IV(A), the engineering fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Engineer's Current Standard Fee Schedule. Total fees of services shall not exceed the following amounts without approval of the CITY.

HTT Trail Repair Construction Administration	\$	7,600
HTT Trail Repair Construction Observation	\$	19,700
Design Services Adjustment	\$	-27,300
TOTAL	\$	0

Anytime the ENGINEER anticipates the actual engineering costs will exceed estimated engineering costs, the ENGINEER shall immediately notify the CITY, in writing, of such proposed increase and the reasons therefore. The CITY shall thereupon review such proposed increase and either accept or reject same

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 _____, 20__.

ATTEST:

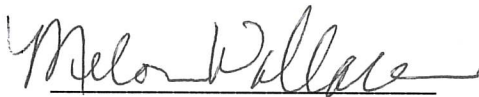
CITY OF ANKENY, POLK COUNTY, IOWA

City Clerk, City of Ankeny

By _____
Bobbi B. Bentz, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.



Melonie Wallace
Executive Assistant

By



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

**SNYDER**
& ASSOCIATES**2025 STANDARD FEE SCHEDULE****Professional** | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	\$269.00/hour
Principal I	\$246.00/hour
Senior	\$225.00/hour
VIII	\$206.00/hour
VII	\$194.00/hour
VI	\$185.00/hour
V	\$173.00/hour
IV	\$159.00/hour
III	\$147.00/hour
II	\$133.00/hour
I	\$120.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	\$156.00/hour
Senior	\$150.00/hour
VIII	\$139.00/hour
VII	\$129.00/hour
VI	\$116.00/hour
V	\$105.00/hour
IV	\$95.00/hour
III	\$85.00/hour
II	\$78.00/hour
I	\$69.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	\$80.00/hour
I	\$66.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	<i>Current IRS Standard Rate</i>
Outside Services	<i>As Invoiced</i>



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 4th day of January, 2021, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
City of Ankeny, Iowa

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: High Trestle Trail (HTT) Transmission Main and Drainage Improvements – Survey and Concept Design
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:

EXHIBIT A – SCOPE OF SERVICES

HIGH TRESTLE TRAIL TRANSMISSION MAIN AND DRAINAGE 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 described hereinafter as follows:

1. The PROJECT shall include the following:
 - a. Conceptual design and preliminary layout of feeder water main improvements along the High Trestle Trail, from the Ash Water Tower, north to NW 18th Street, and then west to NW Irvinedale Drive.
 - b. Conceptual design and preliminary layout of stormwater channel improvements along the High Trestle Trail, from the Ash Water Tower, north to NW 18th Street, and then west to NW Greenwood Street.
 - c. Base survey drawings, including topographic and boundary surveys of the Phase 1 and Phase 2 project corridor, for use in concept planning and eventual design the PROJECT.
 - d. Project design work sessions with the City to present, discuss, and develop the final concept design for Phases 1 & 2 of the project.
 - e. Development of a technical memorandum detailing the final concept design to be utilized for planning and subsequent final design of the project.
2. The PROFESSIONAL will complete the conceptual design development and technical memorandum for the proposed PROJECT. Design and Construction services will be performed under a separate Agreement.

B. PRELIMINARY PROFESSIONAL SERVICES

The PROFESSIONAL will provide the Basic Professional Services as follows. Payment shall be made as specified in Article IV of this Agreement.

1. PROJECT ADMINISTRATION

The PROFESSIONAL shall perform the following administrative services during the design of the PROJECT:

- a. Project management and coordination including project and personnel scheduling.
- b. Monthly progress reports.
- c. Monthly billing reports.
- d. Project coordination for engineering and coordination with the CLIENT, design professionals, utility companies, and other stakeholders.
- e. Project design review.

2. TOPOGRAPHY SURVEY AND BASE DRAWINGS

The PROFESSIONAL will provide the following services for the area bounded by the following limits: Width of ROW or as necessary to establish drainage paths and adjacent features along the High Trestle Trail from the Ash Drive Water Tower north to NW 18th Street and then west along NW 18th Street to NW Irvinedale Drive.

Topographic Survey - The PROFESSIONAL shall provide topographic survey within the area described. This service includes:

- a. Horizontal Datum will be provided using Iowa State Plane coordinates.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of 10 permanent benchmarks on site with descriptions and elevations to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.

- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots. An approximate 50 foot grid will be used to create a topographic map along with other grade breaks such as tops, toes, drainage ways, and bottoms of retaining walls, etc.
- e. Contours will 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.
- g. Location of trees 6 inches and greater not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.
- h. 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; performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. The PROFESSIONAL shall make a diligent attempt to make an accurate representation of underground utilities, vaults and related items but no guarantee can be made as to the condition or location horizontally or vertically between each structure. 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.
- i. Additional work may be required to upgrade the location determination of other utilities to a level “B” or better during advanced states of design and that work would be considered extra services.

The PROFESSIONAL will contact the CLIENT if a known utility is not being located. The CLIENT may choose to submit a “dig” ticket request to facilitate the utility locates within the required 72 hours.

Quality Level A involves the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. This activity is called “locating.” It is the highest level presently available. When surveyed and mapped, precise plan and profile information is available for use in making final design decisions. By knowing exactly where a utility is positioned in three dimensions, the designer can often make small adjustments in elevations or horizontal

locations and avoid the need to relocate utilities. Additional information such as utility material, condition, size, soil contamination, and paving thickness also assists the designer and utility owner in their decisions.

Quality Level B involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities. This activity is called “designating”. Two-dimensional mapping information is obtained. This information is usually sufficient to accomplish preliminary engineering goals. Decisions can be made on where to place storm drainage systems, footings, foundations, and other design features in order to avoid conflicts with existing utilities. Slight adjustments in the design can produce substantial cost savings by eliminating utility relocations.

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.

Quality Level D information comes solely from existing utility records. It may provide an overall “feel” for the congestion of utilities, but it is often highly limited in terms of comprehensiveness and accuracy. Its usefulness should be confined to project planning and route selection activities.

3. BOUNDARY SURVEY

Right-Of-Way Verification – The PROFESSIONAL shall establish the existing right-of-way and property lines to facilitate design and concept needs and enable creation of said construction documents and easement acquisition documents if applicable. This service includes researching the public records in the county courthouse to acquire the current recorded deeds, subdivision plats, recorded surveys and section corner certificates; perform a field survey locating existing monuments and the best available evidence needed to re-establish the record boundary lines; graphically show the boundary on the construction documents.

4. CONCEPTUAL DESIGN

The PROFESSIONAL will assist the CLIENT in the following conceptual designs for the PROJECT:

- a. Development of a conceptual water main alignment and general layout that allows for minimal impact to existing recreational trails, existing roadways, existing trees, non-invasive flora, and minimal disruption to the existing water distribution system. Alignment will also consider the impacts of conceptual drainage improvements and look to capitalize on work zone overlapping to minimize impacts where possible.
- b. Review available historical aerial photography to understand stream processes and identify challenges and opportunities. An on-site review of stream conditions will be completed to observe geomorphological features and estimate key elements to guide stream restoration and grade protection measures such as scour depths and bank-full/ordinary-high water elevation. This does not include a full geomorphological assessment. Existing hydrologic and hydraulic data will be reviewed to assist in determining improvement criteria, such as for sizing revetment stone.
- c. Development of a conceptual design for improvements to the drainage channels and systems along the PROJECT corridor. Conceptual design will consider impacts to private properties, tree and vegetation loss, and recreational trail and traffic impacts. Includes identification of possible improvement alternatives such as stormwater detention or distributed Best Management Practices (BMPs). Up to two revisions of the conceptual design will be completed based on discussions and feedback from city staff.
- d. Preparation of a preliminary hydraulic model for evaluation of potential stormwater drainage improvements. A simplified HEC-RAS model of the proposed channel improvements will be developed to determine flow velocities and high water elevations. Where applicable, the conceptual HEC-RAS model will utilize the existing FEMA hydraulic model to represent existing conditions. Utilizing the calculated high water elevations for the conceptual design, an inundation map (based on LiDAR) will be developed. Design storm events will be the 5, 10, 25, and 100-year events.

e. Facilitate project meetings with the CLIENT as described below:

1. Kickoff Meeting

The PROFESSIONAL and CLIENT will hold a kickoff meeting to discuss the project scope, modeling assumptions, proposed improvement limitations, detailed project schedule, and the initial concept scenario.

2. Concept Review Meeting 1

The PROFESSIONAL and the CLIENT will meet to review the Initial Concept Scenario results for the improvements along the PROJECT. The outcome of the concept review meeting will be to identify changes to the initial scenario or to develop an alternative concept scenario and modeling analysis.

3. Concept Review Meeting 2

The PROFESSIONAL and the CLIENT will meet to review the further developed and revised conceptual design. The outcome of the concept review meeting will be to discuss and generally approve the conceptual design. Phasing of improvements will also be determined for inclusion in the final conceptual design.

4. City Council Work Session

The PROFESSIONAL will attend a city council work session to review the conceptual design and obtain comments from the city council.

5. Public Information Meeting

The PROFESSIONAL will prepare exhibits and presentation materials, and conduct one (1) public information meeting to inform and involve the public during the conceptual design phase of the project.

6. Concept Review Meeting 3

The PROFESSIONAL and the CLIENT will meet to update and finalize the conceptual design based on feedback from the City Council and the public information meeting.

f. Technical Memorandum

A technical memorandum will be developed to summarize the planning efforts and modeling results with a focus on presenting the final conceptual improvements and results. Memorandum will include the following:

1. Summary narrative description of the final PROJECT conceptual design (approximately 30% design completion level).
2. Overall High Trestle Trail Improvements map exhibit displaying alignments, pipe sizes, minimum slopes, storage volumes, and design flows where applicable.
3. Construction phasing plan for the PROJECT showing critical staging or sequencing requirements.
4. Anticipated construction limits and easement needs for the PROJECT.
5. Exhibit drawings and details as required to illustrate the conceptual design for the PROJECT.
6. Order of magnitude opinion of probable construction costs.

C. 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.

II. RESPONSIBILITY OF THE CLIENT

At its own expense, the CLIENT shall have the following responsibilities regarding the execution of the Contract by the PROFESSIONAL.

A. PROJECT OFFICER

The CLIENT shall name a Project Officer to act as the CLIENT's representative with respect to the work performed under this Agreement. All correspondence with CLIENT relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the PROFESSIONAL's work, the CLIENT will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the PROFESSIONAL to proceed with work within a reasonable time period.

C. PROJECT REQUIREMENTS

The CLIENT shall furnish the following information for the PROJECT: Design and construction standards; known PROJECT area topography and existing features and utilities; construction documents of projects within close proximity; known property locations and conditions; zoning or deed restrictions; licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or PROJECT; all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT'S attorney to supervise, review and approve any and all legal documents; and permission for access to private property if necessary to perform work.

D. PUBLIC INFORMATION MEETING

The CLIENT shall prepare and mail notices, coordinate the meeting date, time and location, and arrange for and reserve the meeting space for the public information meeting during the conceptual design phase of the project.

III. WORK SCHEDULE

The PROJECT, from authorization of this Agreement through the final concept design of the PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and PROFESSIONAL.

- A. The PROFESSIONAL shall not be responsible for delays in the schedule which are beyond the PROFESSIONAL's control.
- B. The project milestone schedule is as follows:

Notice to Proceed	January 5, 2021
Kickoff Meeting	January 8, 2021
Topo and Boundary Survey	February 12, 2021
Concept Review Meeting 1	February 26, 2021
Concept Review Meeting 2	March 10, 2021
City Council Work Session	March 15, 2021
Public Informational Meeting	March 25, 2021
Concept Review Meeting 3	April 9, 2021
Technical Memorandum	April 30, 2021

IV. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of this Agreement.

A. PRELIMINARY SERVICES

As set forth in Article IV (A) the engineering fee shall be on the basis of a maximum fixed fee on 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 of services shall not exceed the following amounts without approval of the CLIENT.

<u>Item</u>	<u>Amount</u>
1. Project Administration	\$ 4,600.00
2. Topographic Survey and Base Drawings	\$ 48,000.00
3. Boundary Survey	\$ 9,500.00
4. Concept Design (30%)	\$ 41,700.00
	\$ 103,800.00

Anytime the PROFESSIONAL anticipates that actual professional costs will exceed estimated professional costs, PROFESSIONAL shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject same.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY \$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$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.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY

\$ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

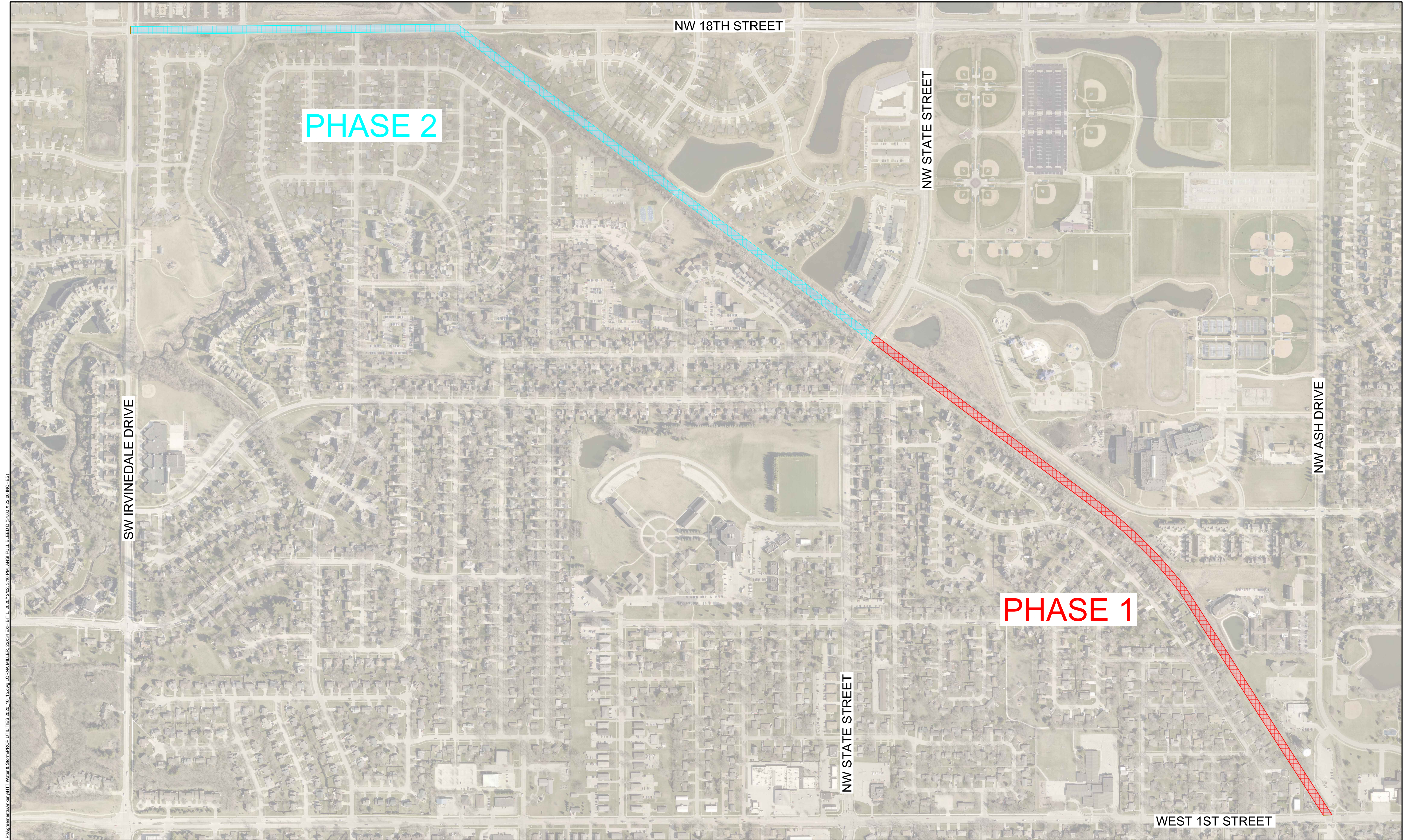
1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

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. 2020-21 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	\$214.00	/hour
Principal I	\$203.00	/hour
Senior	\$182.00	/hour
VIII	\$169.00	/hour
VII	\$160.00	/hour
VI	\$152.00	/hour
V	\$142.00	/hour
IV	\$132.00	/hour
III	\$120.00	/hour
II	\$109.00	/hour
I	\$96.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$129.00	/hour
Senior	\$123.00	/hour
VIII	\$115.00	/hour
VII	\$106.00	/hour
VI	\$95.00	/hour
V	\$85.00	/hour
IV	\$78.00	/hour
III	\$66.00	/hour
II	\$58.00	/hour
I	\$50.00	/hour
Administrative		
II	\$66.00	/hour
I	\$54.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	



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**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT**

**HIGH TRESTLE TRAIL (HTT) TRANSMISSION WATER MAIN
AND DRAINAGE IMPROVEMENTS – PHASE 1**

ANKENY, IOWA

This Amendment entered into this 7th day of September 2021 to the Professional Services Agreement dated January 4, 2021 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 “ENGINEER”.

This Amendment is associated with the Design Services for the HTT Transmission Water Main and Drainage Improvements – Phase 1 project, hereinafter referred to as the “PROJECT”. Construction Services and Design Services for Phase 2 shall be performed under a separate amendment.

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

**EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK,
SECTION D. PHASE 1 DESIGN SERVICES**, shall be added as follows:

1. GENERAL

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT described as follows:

a. The PROJECT shall include the following:

- i. Construction of approximately 4,800 feet of 24” transmission water main, the first phase of two, intended to increase water conveyance from the Ash Water Tower to Irvinedale and 18th Street. The completion of this phase will improve the performance and operation of the overall water storage and distribution system in accordance with the City’s water system master plan.
- ii. Transmission water main alignment will begin at the Ash Water Tower and proceed northerly along the High Trestle Trail to approximately 600’ north of NW State Street.
- iii. Construction of various drainage way improvements along the stream channel adjacent to the recreation trail and transmission water main alignment. Improvements generally consist of debris removal,

vegetation removal and trimming, channel shaping and grading, erosion control, pedestrian bridge removal, and channel stabilization.

- iv. Transmission water main and drainage improvements will generally follow the recommended improvements and routing proposed as part of the Conceptual Design study previously completed by Snyder & Associates.
 - v. Coordination with geotechnical engineer to obtain soil borings at critical locations and development of a geotechnical report. Geotechnical investigation will be provided by an independent sub-consultant.
 - vi. Project information meeting for adjacent property owners directly impacted by the proposed construction.
 - vii. The PROJECT will be constructed in a single phase and bid letting. The CLIENT desires to complete construction of the transmission water main and drainage improvements during the 2022 construction season.
 - viii. The construction plans, specifications, and contract documents will be prepared in accordance with City of Ankeny requirements.
- b. The PROFESSIONAL will complete design, plans and specifications, contract documents, and bidding assistance for the proposed PROJECT.

2. BASIC PROFESSIONAL SERVICES

The PROFESSIONAL will provide the Basic Professional Services as follows. Payment shall be made as specified in Article IV of this Agreement.

a. PROJECT ADMINISTRATION

The PROFESSIONAL shall perform the following administrative services during the design of the PROJECT:

- i. Progress reports as requested to the CLIENT.
- ii. Monthly billing reports.
- iii. Project coordination for engineering and coordination with the CLIENT, design professionals, and utility companies.
- iv. Project design review.

- v. Utility coordination including meetings with utility company representatives during the preliminary and final design phases to identify conflicts; review of utility relocation plans prepared by the utility company; and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the PROJECT construction.

b. PRELIMINARY DESIGN

The PROFESSIONAL will assist the CLIENT in the following preliminary designs for the improvements:

- i. The PROFESSIONAL will develop preliminary alignment and general layout that allows for minimal impact to existing recreational trails, existing roadways, and minimal disruption to existing water distribution system.
- ii. The PROFESSIONAL will also develop preliminary design details, type, location, and extents of drainage improvements.
- iii. Included with this is the following:
 - 1.) Transmission water main design.
 - 2.) Preliminary plan and profiles.
 - 3.) Drainage improvements and details.
 - 4.) Surface restoration and pavement repair.
 - 5.) Water main, drainage improvements, surface restoration, and erosion control quantities.
 - 6.) Construction staging and sequencing to minimize disruption to existing water distribution system.
 - 7.) One meeting with CLIENT to review preliminary design and comments.
 - 8.) Preliminary design and meeting memorandums.
 - 9.) Engineer's Opinion of Probable Construction Cost for the PROJECT.

c. FINAL DESIGN

- i. The PROFESSIONAL shall prepare contract documents for the PROJECT.
- ii. The project information will include full construction drawings and technical specifications necessary for bidding and constructing the PROJECT.

- iii. The construction drawings shall include, but not be limited to, the following information:
 - 1.) Construction details for water transmission main and drainage improvements.
 - 2.) General notes and tabulations.
 - 3.) Schematic fitting and layout details for connections to the existing mains as well as any area with complex piping arrangements.
 - 4.) Final plan and profile drawings.
 - 5.) Construction limits.
 - 6.) Survey control.
 - 7.) Erosion control.
 - 8.) Landscaping and planting plan.
 - 9.) Staging and construction sequencing.
- iv. The design shall be the responsibility of the PROFESSIONAL. During this process, the PROFESSIONAL shall prepare and apply for any necessary permits required for the construction of the PROJECT anticipated to include Iowa DNR construction permit and a NPDES General Permit No. 2.
- v. The PROFESSIONAL shall prepare contract documents for the PROJECT construction in accordance with SUDAS and CLIENT requirements.
- vi. Probable Costs - The PROFESSIONAL shall prepare a statement of the total probable cost for the PROJECT based upon the design developed. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the PROFESSIONAL has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.

d. BID ASSISTANCE

Upon receipt of authorization by the CLIENT to set the date of the bid letting for the PROJECT, the PROFESSIONAL shall submit the bid documents to QuestCDN; answer questions from potential contractors, subcontractors and suppliers; determine the need for and issue addenda, and coordinate with CLIENT. The PROFESSIONAL shall supply the necessary documents to bidders for letting purposes. The PROFESSIONAL shall issue addenda as appropriate to clarify, correct or modify the Contract Documents. The PROFESSIONAL shall attend the meeting at which bids are received,

shall tabulate the bids and make recommendations to the CLIENT, in writing, regarding award of the construction contract.

3. ADDITIONAL SERVICES

a. ENVIRONMENTAL ASSESSMENT

i. Wetland Delineation

- 1.) The PROFESSIONAL shall provide Wetland and Stream Delineation for the above referenced project. The Delineation shall be performed to determine the upper boundaries of wetland and stream areas at the project site.
- 2.) The PROFESSIONAL shall review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits shall be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils.
- 3.) The boundary of each wetland and stream located within the project limits shall be surveyed. Field work shall be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement.
- 4.) The PROFESSIONAL shall develop a wetland delineation report for the project site.
- 5.) The PROFESSIONAL shall provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.
- 6.) The CLIENT shall coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

ii. Bat Habitat Survey

- 1.) The PROFESSIONAL shall evaluate potential Indiana and northern long-eared bat habitat at the project site.
- 2.) The PROFESSIONAL shall conduct a web search for all pertinent information regarding the bat species and their potential for roosting within the proposed project area.
- 3.) The PROFESSIONAL shall also contact local species specialists, if they are known to inquire about the areas of the identified specialists' expertise. Reference to all identified sources shall be included in an all-inclusive bibliography in a final report provided by the PROFESSIONAL.
- 4.) The PROFESSIONAL shall complete a site visit to identify potential roost trees for listed bats within the project area. Trees

meeting the guidelines shall be measured at breast height and the locations recorded with a handheld GPS Receiver.

- 5.) A report documenting the findings and all pertinent information identified during the research period shall be provided to the client

b. GEOTECHNICAL INVESTIGATION

The PROFESSIONAL shall perform the soils and materials testing for the geotechnical investigation of the PROJECT. This includes eight (8) soil borings at approximately 600-ft spacing along the project corridor, review and analysis of the soil borings, and presentation of the findings and recommendations in a report.

c. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing water mains or other critical utilities that are potentially in direct conflict with the proposed transmission main. This includes an estimated three (3) utility test holes

d. PROJECT INFORMATION MEETING

Following completion of the Preliminary Design and Plans, the PROFESSIONAL and CLIENT will present the design to the property and business owners within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing the mailing list, notifying the owners along the project corridor of the meeting, preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to questions.

EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK, SECTION E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS, shall be added as follows:

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 and submittal 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 implementation, administration and monitoring of the initial plan; b) making modifications to the initial plan as needed; c) filing the Notice of Discontinuance; and d) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site.

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

EXHIBIT A – SCOPE OF SERVICES, ARTICLE III. WORK SCHEDULE, PARAGRAPH B, shall be amended as follows:

Phase 1 Design

Notice to Proceed	September 8, 2021
Preliminary Design Completion	October 22, 2021
Project Information Meeting	October 26, 2021
Final Design Completion	December 3, 2021
Bid Opening	January 11, 2022
Contract Award	January 17, 2022

EXHIBIT A – SCOPE OF SERVICES, ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

B. DESIGN SERVICES – PHASE 1

As set forth in Exhibit A – Scope of Services, Article IV (A), the engineering fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the PROFESSIONAL's Standard Fee Schedule. The current fee schedule is show in the attached Exhibit "C". Total fees of services shall not exceed the following amounts without approval of the CLIENT.

<u>Basic Professional Services</u>	<u>Amount</u>
1. Project Administration	\$13,800.00
2. Preliminary Design	\$59,100.00
3. Final Design	\$54,200.00
4. Bid Assistance	\$5,000.00
<u>Additional Services</u>	
5. Environmental Services	\$7,500.00
6. Geotechnical Investigation	\$9,600.00
7. Utility Verification	\$4,500.00
8. Project Information Meeting	\$3,000.00
	<u>\$158,200.00</u>

Anytime the PROFESSIONAL anticipates the actual engineering costs will exceed estimated engineering costs, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons, therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject same.

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 7th day of September 2021.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

City Clerk, City of Ankeny

By _____
Gary Lorenz, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

By _____

**AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT**

**HIGH TRESTLE TRAIL (HTT) TRANSMISSION WATER MAIN
AND DRAINAGE IMPROVEMENTS – PHASE 2**

ANKENY, IOWA

This Amendment entered into this 6th day of December 2021 to the Professional Services Agreement dated January 4, 2021 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 “ENGINEER”.

This Amendment is associated with the Design Services for the HTT Transmission Water Main and Drainage Improvements – Phase 2 project, hereinafter referred to as the “PROJECT”. Construction Services shall be performed under a separate amendment.

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

**EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK,
SECTION E. PHASE 2 DESIGN SERVICES**, shall be added as follows:

1. GENERAL

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT described as follows:

- a. The PROJECT shall include the following:
 - i. Construction of approximately 5,000 feet of 24” transmission water main, the second phase of two, intended to increase water conveyance from the Ash Water Tower to NW Irvinedale Dr. and NW 18th Street. The completion of this phase will improve the performance and operation of the overall water storage and distribution system in accordance with the City’s water system master plan.
 - ii. Transmission water main alignment will begin approximately 600’ northwest of NW State Street and proceed northwesterly along the High Trestle Trail to NW 18th Street, then westerly along NW 18th Street to NW Irvinedale Drive.
 - iii. Construction of various drainage way improvements along the stream channel adjacent to the recreation trail and transmission water main alignment. Improvements generally consist of debris removal,

vegetation removal and trimming, channel shaping and grading, erosion control, pedestrian bridge removal, and channel stabilization.

- iv. Transmission water main and drainage improvements will generally follow the recommended improvements and routing proposed as part of the Conceptual Design study previously completed by Snyder & Associates.
 - v. Preparation of a geotechnical report based soil borings at up to 8 selected locations in the proposed project corridor. Geotechnical investigation will be provided by an independent sub-consultant.
 - vi. Preparation and acquisition of right-of-way or easements as described in Section 3 for the construction of the transmission water main and drainage improvements.
 - vii. Project information meeting for adjacent property owners directly impacted by the proposed construction will be combined with the Project's Phase 1 project information meeting.
 - viii. The PROJECT will be constructed in a single phase and bid letting combined with Phase 1 of the Project. The CLIENT desires to complete construction of the transmission water main and drainage improvements during the 2022-2023 construction season.
 - ix. The construction plans, specifications, and contract documents will be prepared in accordance with City of Ankeny requirements.
- b. The PROFESSIONAL will complete design, plans and specifications, contract documents, right-of-way acquisition, and bidding assistance for the proposed PROJECT.

2. BASIC PROFESSIONAL SERVICES

The PROFESSIONAL will provide the Basic Professional Services as follows. Payment shall be made as specified in Article IV of this Agreement.

a. PROJECT ADMINISTRATION

The PROFESSIONAL shall perform the following administrative services during the design of the PROJECT:

- i. Progress reports as requested to the CLIENT.
- ii. Monthly billing reports.

- iii. Project coordination for engineering and coordination with the CLIENT, design professionals, and utility companies.
- iv. Project design review.
- v. Utility coordination including meetings with utility company representatives during the preliminary and final design phases to identify conflicts; review of utility relocation plans prepared by the utility company; and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the PROJECT construction.

b. PRELIMINARY DESIGN

The PROFESSIONAL will assist the CLIENT in the following preliminary designs for the improvements:

- i. The PROFESSIONAL will develop preliminary alignment and general layout that allows for minimal impact to existing recreational trails, existing roadways, and minimal disruption to existing water distribution system.
- ii. The PROFESSIONAL will also develop preliminary design details, type, location, and extents of drainage improvements.
- iii. Included with this is the following:
 - 1.) Transmission water main design.
 - 2.) Preliminary plan and profiles.
 - 3.) Drainage improvements and details.
 - 4.) Surface restoration and pavement repair.
 - 5.) Water main, drainage improvements, surface restoration, and erosion control quantities.
 - 6.) Construction staging and sequencing to minimize disruption to existing water distribution system.
 - 7.) One meeting with CLIENT to review preliminary design and comments.
 - 8.) Preliminary design and meeting memorandums.
 - 9.) Engineer's Opinion of Probable Construction Cost for the PROJECT.

c. FINAL DESIGN

- i. The PROFESSIONAL shall prepare contract documents for the PROJECT.

- ii. The project information will include full construction drawings and technical specifications necessary for bidding and constructing the PROJECT.
 - iii. The construction drawings shall include, but not be limited to, the following information:
 - 1.) Construction details for water transmission main and drainage improvements.
 - 2.) General notes and tabulations.
 - 3.) Schematic fitting and layout details for connections to the existing mains as well as any area with complex piping arrangements.
 - 4.) Final plan and profile drawings.
 - 5.) Construction limits.
 - 6.) Survey control.
 - 7.) Erosion control.
 - 8.) Surface restoration / seeding plan.
 - 9.) Staging and construction sequencing.
 - iv. The design shall be the responsibility of the PROFESSIONAL. During this process, the PROFESSIONAL shall prepare and apply for any necessary permits required for the construction of the PROJECT anticipated to include Iowa DNR construction permit and a NPDES General Permit No. 2.
 - v. The PROFESSIONAL shall prepare contract documents for the PROJECT construction in accordance with SUDAS, DWSRF, and CLIENT requirements.
 - vi. Probable Costs - The PROFESSIONAL shall prepare a statement of the total probable cost for the PROJECT based upon the design developed. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the PROFESSIONAL has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.
- d. BID ASSISTANCE

The PROJECT's Phase 1 and Phase 2 will be combined and let for bids in a single bid letting. No additional bid assistance services are included for bidding Phase 2 separately.

3. ADDITIONAL SERVICES

a. ENVIRONMENTAL ASSESSMENT

i. Wetland Delineation

- 1.) The PROFESSIONAL shall provide Wetland and Stream Delineation for the above referenced project. The Delineation shall be performed to determine the upper boundaries of wetland and stream areas at the project site.
- 2.) The PROFESSIONAL shall review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits shall be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils.
- 3.) The boundary of each wetland and stream located within the project limits shall be surveyed. Field work shall be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement.
- 4.) The PROFESSIONAL shall develop a wetland delineation report for the project site.
- 5.) The PROFESSIONAL shall provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.
- 6.) The CLIENT shall coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

ii. Bat Habitat Survey

- 1.) The PROFESSIONAL shall evaluate potential Indiana and northern long-eared bat habitat at the project site.
- 2.) The PROFESSIONAL shall conduct a web search for all pertinent information regarding the bat species and their potential for roosting within the proposed project area.
- 3.) The PROFESSIONAL shall also contact local species specialists, if they are known to inquire about the areas of the identified specialists' expertise. Reference to all identified sources shall be included in an all-inclusive bibliography in a final report provided by the PROFESSIONAL.
- 4.) The PROFESSIONAL shall complete a site visit to identify potential roost trees for listed bats within the project area. Trees meeting the guidelines shall be measured at breast height and the locations recorded with a handheld GPS Receiver.
- 5.) A report documenting the findings and all pertinent information identified during the research period shall be provided to the client

b. GEOTECHNICAL INVESTIGATION

The PROFESSIONAL shall perform the soils and materials testing for the geotechnical investigation of the PROJECT. This includes eight (8) soil borings at approximately 600-ft spacing along the project corridor, review and analysis of the soil borings, and presentation of the findings and recommendations in a report.

c. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing water mains or other critical utilities that are potentially in direct conflict with the proposed transmission main. This includes an estimated twelve (12) utility test holes.

d. PROJECT INFORMATION MEETING

Following completion of the Preliminary Design and Plans, the PROFESSIONAL and CLIENT will present the design to the property and business owners within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing the mailing list, notifying the owners along the project corridor of the meeting, preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to questions.

e. SRF FUNDING ASSISTANCE

The PROFESSIONAL will provide assistance with funding of the PROJECT through the Iowa DNR and Drinking Water State Revolving Fund (DWSRF) program as requested by the CLIENT, including the following:

- i. IUP Application – Assist the CLIENT in preparing and submitting an application to request inclusion on the DWSRF Intended Use Plan (IUP) in anticipation of applying for a DWSRF loan for the PROJECT.
- ii. SRF Environmental Review Checklist – Using DWSRF Exhibit 4, prepare and gather the required project information for submittal to the Iowa SRF. Coordinate with the SRF and DNR regarding the environmental review of the PROJECT.
- iii. Joint Application to Iowa DNR Flood Plain Management, Iowa DNR Sovereign Lands, and US Army Corps of Engineers 404 Water Quality

Permits – Prepare and submit the Joint Application as required by the DNR’s environmental review process.

- iv. Planning and Design Loan Application – Assist the CLIENT in applying for a planning and design loan for the design of Phase 2 through the Iowa Finance Authority.
- v. DNR Project Meeting – Participate with the CLIENT in the DNR’s Project Meeting to coordinate the required environmental review and other planning or permitting issues of the PROJECT.
- vi. Environmental Review Public Hearing – Coordinate and participate in a public hearing to discuss the results of the environmental review. Hearing to be held by the CLIENT in accordance with the requirements for the DWSRF. Prepare results of the Public Hearing and other requested documentation for submittal to the Iowa DNR.

f. ACQUISITION PLATS AND LEGAL DESCRIPTIONS

The PROFESSIONAL will prepare up to two (2) permanent easement or fee title acquisition plats and up to two (2) legal descriptions for temporary construction easements.

g. RIGHT-OF-WAY SERVICES

PROFESSIONAL will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels as needed for the PROJECT. Mary Ann Carnock is an employee of PROFESSIONAL, and is a State of Iowa licensed real estate sales person with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of PROFESSIONAL. Mary Ann Carnock will be designated as "Appointed Agent" and will represent the CLIENT in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said PROJECT.

CLIENT does hereby request Appointed Agent to select, prepare and complete form documents for use incident as to a residential real estate transaction of four units or less. Such documents shall be limited to: (1) purchase offers or purchase agreements, provided the parties are given written notice that these are binding legal documents and competent legal advice should be sought before signing; (2) groundwater hazard statements; and (3) declaration of value forms.

CLIENT and PROFESSIONAL acknowledge and agree that the Appointed Agent is required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

Right-of-Way Needs – The PROFESSIONAL will specify right-of-way needs for the PROJECT for permanent easement takings for up to two (2) parcels and temporary construction easements for up to two (2) parcels. The negotiations and acquisitions for these parcels are anticipated to require a Compensation Estimate.

Fee Title and Permanent Easement Acquisition Plats and Legal Descriptions – The PROFESSIONAL shall complete a legal description and fee title or permanent easement plat for up to two (2) parcels; including the stated purpose of such acquisitions, including the type of interest, construction easement or permanent easement, to be acquired. The PROFESSIONAL shall complete a legal description for up to two (2) parcels requiring only construction easement; including the stated purpose of such acquisitions.

IN REGARDS TO Acquisitions, PROFESSIONAL WILL:

- i. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT;
- ii. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements;
- iii. Prepare legal descriptions and acquisition plats for each easement and/or fee title acquisition, if requested by CLIENT;
- iv. Retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CLIENT, will be a subconsultant to PROFESSIONAL. The Appraiser will prepare the Project Data Books, as needed. The Appraisers' work will be reviewed by a second party as approved by the CLIENT and as required by Local, State and /or Federal Right-of-Way acquisition procedures. It is anticipated that the size and valuation of the easements will be limited such that full appraisals are not required. If required, the Appraiser will prepare, sign and furnish

to the PROFESSIONAL and CLIENT appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The CLIENT will review and forward written approval of all findings by the Appraiser. If Appraisals are required, this work will be completed as Additional Services as an Amendment to this Agreement;

- v. Retain and coordinate the services of an abstractor, who will be a Subconsultant to PROFESSIONAL, who will prepare Certificates of Title for each parcel to be acquired.
- vi. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review and approval of the CLIENT'S legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10-day waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT'S attorney, and (7) release of tenant interest and leasehold claims;
- vii. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
- viii. Make a good faith effort to acquire the necessary property within 90 days after a written offer has been submitted to the owner and tenant. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the PROFESSIONAL, negotiations have reached an impasse;
- ix. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the PROFESSIONAL will deliver as much of the file to the CLIENT as is necessary for the CLIENT'S condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The PROFESSIONAL, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served.

Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.

EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK, SECTION E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS, shall be added as follows:

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 and submittal 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 implementation, administration and monitoring of the initial plan; b) making modifications to the initial plan as needed; c) filing the Notice of Discontinuance; and d) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site.

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

EXHIBIT A – SCOPE OF SERVICES, ARTICLE III. WORK SCHEDULE, PARAGRAPH B, shall be amended as follows:

<u>Phase 2 Design</u>	
Notice to Proceed	December 6, 2021
Environmental Documents to IDNR	December 7, 2021
Preliminary Design Completion	December 16, 2021
Joint Application Submittal	December 17, 2021
P&D Application Submittal	January 3, 2022
Project Information Meeting	January 21, 2022
Final Design Completion	February 4, 2022
IDNR Construction Permit Application	February 11, 2022
IDNR Construction Permit (anticipated)	March 25, 2022
CX / FNSI Clearance	July 8, 2022
Bid Opening	August 4, 2022
Contract Award	August 15, 2022

EXHIBIT A – SCOPE OF SERVICES, ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

C. DESIGN SERVICES – PHASE 2

As set forth in Exhibit A – Scope of Services, Article IV (A), the engineering fee shall be on the basis of a maximum fixed fee on 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 of services shall not exceed the following amounts without approval of the CLIENT.

<u>Basic Professional Services</u>	<u>Division 1</u> <u>Transmission</u> <u>Main</u> <u>(SRF Eligible)</u>	<u>Division 2</u> <u>Drainage</u> <u>Improvements</u> <u>(Non-SRF</u> <u>Eligible)</u>	<u>Total</u> <u>Amount</u>
1. Project Administration	\$ 12,600.00	\$ 2,200.00	\$ 14,800.00
2. Preliminary Design	\$ 50,000.00	\$ 9,000.00	\$ 59,000.00
3. Final Design	\$ 42,100.00	\$ 7,500.00	\$ 49,600.00
Basic Services Subtotal	\$ 104,700.00	\$ 18,700.00	\$ 123,400.00
<u>Additional Services</u>			
4. Environmental Services	\$ 6,000.00	\$ 1,500.00	\$ 7,500.00
5. Geotechnical Investigation (est. 8 borings)	\$ 9,600.00	\$ 0.00	\$ 9,600.00
6. Utility Verification (est. 12 test holes @ \$1,500/each)	\$ 18,000.00	\$ 0.00	\$ 18,000.00
7. Project Information Meeting	\$ 2,400.00	\$ 600.00	\$ 3,000.00
8. SRF Funding Assistance	\$ 7,100.00	\$ 0.00	\$ 7,100.00

9. Acquisition Plats and Legal Descriptions (est. 4 plats @ \$700/plat)	\$ 2,800.00	\$ 0.00	\$ 2,800.00
10. Right-of-Way Services (1 project data book @ \$2,500, est. 2 parcels @ 5,750 / parcel)	\$ 14,000.00	\$ 0.00	\$ 14,000.00
Additional Services Subtotal	\$ 59,900.00	\$ 2,100.00	\$ 62,000.00
TOTAL	\$ 164,600.00	\$ 20,800.00	\$ 185,400.00

Anytime the PROFESSIONAL anticipates the actual engineering costs will exceed estimated engineering costs, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons, therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject same.

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 6th day of December 2021.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

City Clerk, City of Ankeny

By _____
Gary Lorenz, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.



By 

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT**

**HIGH TRESTLE TRAIL (HTT) TRANSMISSION WATER MAIN
AND DRAINAGE IMPROVEMENTS**

ANKENY, IOWA

This Amendment entered into this 21st day of November, 2022 to the Professional Services Agreement dated January 4, 2021 by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CITY”, and Snyder & Associates, Inc., hereinafter referred to as the “ENGINEER”.

This Amendment is associated with the Construction Services for the High Trestle Trail (HTT) Transmission Main and Drainage Improvements project, hereinafter referred to as the “PROJECT”.

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

**EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK,
SECTION F. CONSTRUCTION SERVICES**, shall be added as follows:

1. CONSTRUCTION ADMINISTRATION

Upon award of the initial construction contract, the ENGINEER shall perform the following administrative services during construction of the PROJECT:

- a. The ENGINEER shall serve as the CITY’S representative for administering the terms of the construction contract between the CITY and their Contractor.
- b. The ENGINEER shall specify the testing of materials and administrative procedures.
- c. Preconstruction Conference - The ENGINEER shall arrange and conduct a preconstruction conference with the Contractor and CITY to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.
- d. Progress Meetings – The ENGINEER shall arrange and conduct weekly progress meetings with the Contractor and CITY to review progress of work and work that will be completed in following week.

- e. Site Observation – The ENGINEER shall visit the construction site, at such times and with such frequency deemed necessary by the ENGINEER, to (a) observe the progress and (b) determine if the result of the construction work substantially conforms to the drawings and specifications in the Construction Documents. Site Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP) which is the responsibility of the CITY and the Contractor.
- f. Contractor Payment Requests – The ENGINEER shall review the requests of the Contractor for progress payments and shall approve a request, based upon site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
- g. Notification of Nonconformance – The ENGINEER shall notify the CITY of any observed work which does not conform to the construction contract, make recommendations to the CITY for the correction of nonconforming work and, at the request of the CITY, see these recommendations are implemented by the Contractor.
- h. Shop Drawings – The ENGINEER shall review shop drawings and other submissions from the Contractor for general compliance with the construction contract.
- i. Change Orders – The ENGINEER shall prepare change orders for approval by the CITY.
- j. Substantially Complete and Final Site Observation – The ENGINEER shall perform a site observation to determine if the PROJECT is substantially complete according to the plans and specifications prior to final payment for this construction phase.
- k. During construction of the PROJECT, the ENGINEER shall confer with the CITY'S Project Officer to report PROJECT status. A written progress report shall be submitted in such a way that it is suitable for use as a City Council information item. The written reports shall be submitted with contractor payment requests and as requested by the CITY'S Project Officer.
- l. If the Contractor exceeds the estimated working days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the ENGINEER will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule in Exhibit C of the Agreement.

- m. Final Acceptance – It is understood the CITY will accept any portion of the PROJECT only after recommendation by the ENGINEER. Final acceptance of the PROJECT by the CITY shall not be deemed to release the contractor from responsibility for ensuring the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for his liability of design

2. CONSTRUCTION STAKING

The ENGINEER shall be responsible for providing all construction stakes for the PROJECT, including the following:

- a. Project horizontal and vertical control point verification and set up. Control points will be available for the contractor for machine control.
- b. Horizontal layout of temporary and permanent easements.
- c. Storm sewer pipe, structures, and structure adjustments (station location offsets with flow line, rim, form grade, inlet elevations per SUDAS).
- d. Hydrant and valve locations, water main pipe, water critical crossings, and structure adjustments (centerline pipe, top of pipe elevations, hydrant structure offsets).
- e. Existing pavement removals, grading limits (100' intervals and points of deflection).
- f. Roadway pavement pave-through, median, turn lane, and intersection grading (staking on 50' intervals on tangents and points of deflection to a pre-determined height).
- g. Roadway pavement pave-through, median, turn lane, driveways, and intersection back of curb (paving hubs staked on 25' intervals on tangents and points of deflection to a pre-determined height).
- h. Trail and sidewalk ADA grade and pavement (paving hubs staked on 50' intervals on tangents and points of deflection to a pre-determined height).
- i. Trees to be removed will be marked in a pre-determined manner coordinated with the tree removal contractor.
- j. Underground utilities and public utility easements for utilization by franchise utilities in placing relocated utilities (100' intervals and points of deflection).
- k. The construction documents shall contain a provision that the ENGINEER 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.
- l. ADDITIONAL SERVICES: The following survey services are considered additional and if requested can be performed on the basis of supplemental agreement or on an hourly basis in

accordance with Snyder & Associates' current Standard Fee Schedule.

- i. Re-staking
- ii. As-built Survey
- iii. Monument preservation or re-setting
- iv. Survey certifications
- v. Monitoring

3. CONSTRUCTION OBSERVATION

The ENGINEER shall provide one or more Resident Engineer(s) or Resident Construction Observer(s) for the PROJECT as required during the construction phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the ENGINEER shall make a recommendation on the request to the CITY for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The CITY shall never be deemed to have authorized the ENGINEER to consent to the use of defective workmanship or materials. The Resident Engineer or Resident Construction Observer shall give guidance to the PROJECT during the construction periods, including the following:

- a. Checking of lines and grades required during construction.
- b. Observation of the work for general compliance with plans and specifications. Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP), if any is required for the site, which is the responsibility of the CITY and the Contractor.
- c. Keep a record or log of the Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
- d. Resident Construction Observer shall collect location and elevation data for all installed fittings, valves, hydrants, as well as bore ends and any other locations deemed necessary by the CITY. Data will be collected with GPS equipment and recorded in the proper coordinate system and datum. Information will be displayed on record drawings.
- e. Resident services provide the CITY with representation at the job site during the construction of the PROJECT, which results in increasing the probability that the PROJECT will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such resident services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures, or safety.

- f. The ENGINEER shall coordinate the acceptance testing and monitoring according to the plans, specifications, and CITY requirements. Field moisture and density tests by a private testing laboratory and deliveries to the laboratory shall be completed by the Contractor as part of the PROJECT construction.

4. RECORD DRAWINGS

The ENGINEER shall furnish reproducible record documents for the PROJECT according to CITY requirements. The reproducible record documents shall include one half-size (11x17) paper set of the post-construction record drawings and one half-size PDF set of the post-construction record drawings. Such record drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CITY / ENGINEER approval.

EXHIBIT A – SCOPE OF SERVICES, ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

D. CONSTRUCTION SERVICES

As set forth in Exhibit A – Scope of Services, Article IV(A), the engineering fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule. Total fees of services shall not exceed the following amounts without approval of the CITY.

	Division 1 Transmission Main (SRF Eligible)	Division 2 Drainage Improvements (Non-SRF Eligible)	Total Amount
1. Construction Administration	\$ 29,700	\$ 5,000	\$ 34,700
2. Construction Staking	\$ 8,500	\$ 2,000	\$ 10,500
3. Construction Observation	\$ 183,200	\$ 18,400	\$ 201,600
4. Record Drawings	\$ 8,500	\$ 0	\$ 8,500
TOTAL	\$ 229,900	\$ 25,400	\$ 255,300

Anytime the ENGINEER anticipates the actual engineering costs will exceed estimated engineering costs, the ENGINEER shall immediately notify the CITY, in writing, of such proposed increase and the reasons therefore. The CITY shall thereupon review such proposed increase and either accept or reject same.

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 November, 2022.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

City Clerk, City of Ankeny

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

Melvin Wallace

By Mark A. Land

Mark A. Land, P.E., CFM



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting the maintenance bond for storm sewer for the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Maintenance Bond

3. Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR STORM SEWER IN THE E 1ST ST AND SE FOURMILE DR TRAFFIC SIGNAL AND TURN LANE WIDENING PROJECT ASSOCIATED WITH THE CROSSINGS AT DEER CREEK PLAT 15

WHEREAS, the City Staff has granted administrative approval of **The Crossings at Deer Creek Plat 15**; and

WHEREAS, the plans and specification for the construction of the **E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening** associated with **The Crossings at Deer Creek Plat 15** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the storm sewer in **E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening** associated with **The Crossings at Deer Creek Plat 15** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on January 6th, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 6th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

CONTRACTOR'S MAINTENANCE BOND

Bond 100435498

KNOW ALL PERSONS BY THESE PRESENTS:

That The Underground Company, Ltd. of Carlisle,
as principal (the "Principal"), and Merchants Bonding Company (Mutual) of
West Des Moines as surety (the "Surety"), are held and firmly bound unto
the City of Ankeny, Iowa, as obligee (the "Obligee"), in the penal sum of Twenty Five Thousand Six Hundred Eighty Five and 00/100
Dollars (\$ 25,685.00), for the payment of which sum well and truly to be made, the Principal
and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated June 4, 2024 entered into a
contract (the "Contract") with Deer Creek Estates LLC to furnish the material and labor
necessary for the construction of Deer Creek E 1st St & SE Four Mile Drive Traffic Signal Turn Lane Widening.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the
Obligee any defect which may develop during a period of **Four (4)** year(s) from the date of completion and
acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior
materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force
and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery")
of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item").
Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand
upon the Surety ("Demand") within ninety (90) days of the Obligor's issuance of the Notice of Discovery
of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to
the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the
above address.
3. No suit or action may be commenced by the Obligor against the Surety after the expiration of one (1)
year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligor's
discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of the 26th day of August, 2024.

Approved as to form:
City of Ankeny, Iowa

by Mitchell Weckert D.C.
City Engineer

The Underground Company, Ltd.
principal

by [Signature]

email: chrisb@underltd.com
(Required for return of signed document)

Merchants Bonding Company (Mutual)
surety (SEAL)

by [Signature]
Jessica J. Perkins, Attorney-in-Fact

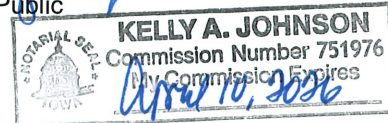
CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Warren

On this 28 day of August, 2020, before me personally appeared Chris Burkhardt to me known, who being duly sworn, did say that he/she is the Vice President of The Underground Company, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.

Kelly A. Johnson
Notary Public



ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Polk

On this 26th day of August, 2024, before me personally appeared Jessica J. Perkins 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.

Lauren Bruns
Notary Public Lauren Bruns



PROJECT: E 1st Street & SE Four Mile Drive Traffic Signal & Turn Lane Widening
LOCATION: City of Ankeny, Iowa

ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Storm Sewer</u>			
6	Removal of Structure, 36" CMP Apron	2.00	EA
8	Pipe Culvert, Trenched, CMP, 36"	43.00	LF
9	Pipe Apron, CMP, 36"	2.00	EA
10	SW-401 Manhole (60")	1.00	EA

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dean M Clark; Jessica J Perkins; Lauren Bruns

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(jes) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of August, 2024.



Elisabeth Sandersfeld

Secretary

CERTIFICATE OF COMPLETION

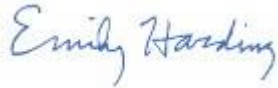
E 1st Street and SE Four Mile Drive Intersection

Ankeny, Iowa

January 6, 2025

This is to certify that the construction improvements for the *E 1st Street and SE Four Mile Drive Intersection* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Emily Harding". The signature is written in a cursive, flowing style.

*Emily Harding, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972*



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting the maintenance bond for traffic signals at the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.

ORIGINATING DEPARTMENT

Municipal Utilities

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No review required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Maintenance Bond

3. Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR TRAFFIC SIGNAL IN THE E 1ST ST AND SE FOURMILE DR TRAFFIC SIGNAL AND TURN LANE WIDENING PROJECT ASSOCIATED WITH THE CROSSINGS AT DEER CREEK PLAT 15

WHEREAS, the City Staff has granted administrative approval of **The Crossings at Deer Creek Plat 15**; and

WHEREAS, the plans and specification for the construction of the **E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening** associated with **The Crossings at Deer Creek Plat 15** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the traffic signal in **E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening** associated with **The Crossings at Deer Creek Plat 15** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on January 6th, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 6th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

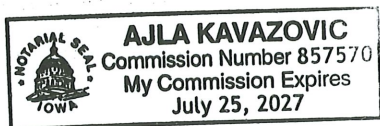
Page 481 of 567

CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Polk

On this 11 day of December, 2024, before me personally appeared Wayne Lesley to me known, who being duly sworn, did say that he/she is the President of Iowa Signal, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.



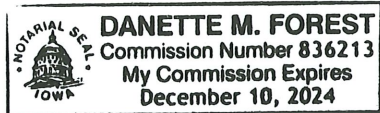
Ajla Kavazovic
Notary Public

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Polk

On this 9th day of December, 2024, before me personally appeared Krista Kroeger to me known, who being duly sworn, did say that he/she is the Attorney-In-Fact of Old Republic Surety Company, 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.



Danette M. Forest
Notary Public



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: KRISTA K. KROEGER, LISA FRENCH, JANELLE I. FRIEDMAN, NOLAN G. GRIMM, HEITH HOCKENBERRY, DALE A. ANDERSON, MARK STEARNS, EMILEE COOK of DES MONINES, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of August, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-1113

Signed and sealed at the City of Brookfield, WI this 9th day of December, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CERTIFICATE OF COMPLETION

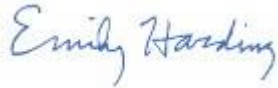
E 1st Street and SE Four Mile Drive Intersection

Ankeny, Iowa

January 6, 2025

This is to certify that the construction improvements for the *E 1st Street and SE Four Mile Drive Intersection* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Emily Harding". The signature is written in a cursive, flowing style.

*Emily Harding, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972*



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting the maintenance bond for paving at the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Maintenance Bond

3. Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR PAVING IN THE E 1ST ST AND SE FOURMILE DR TRAFFIC SIGNAL AND TURN LANE WIDENING PROJECT ASSOCIATED WITH THE CROSSINGS AT DEER CREEK PLAT 15

WHEREAS, the City Staff has granted administrative approval of **The Crossings at Deer Creek Plat 15**; and

WHEREAS, the plans and specification for the construction of the **E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening** associated with **The Crossings at Deer Creek Plat 15** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the paving in **E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening** associated with **The Crossings at Deer Creek Plat 15** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on January 6th, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 6th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bond No. 30234931

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Grimes Asphalt and Paving Corp. of Des Moines, IA,
as principal (the "Principal"), and Western Surety Company of
Chicago, IL as surety (the "Surety"), are held and firmly bound unto
the City of Ankeny, Iowa, as Obligee (the "Obligee"), in the penal sum of
One Hundred Twenty-six Thousand Six Hundred Seventy & 00/100 Dollars (\$ \$126,670.00),
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated 5/10/23 entered into a
contract (the "Contract") with JKW Development, LLC to furnish the material and labor
necessary for the construction of Turn Lane Widening In connection with E 1st Street and SE Fourmile Drive Traffic Signal
Deer Creek, Ankeny, Iowa

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 10th day of May, 2023.

Approved as to form:
City of Ankeny, Iowa

by *Robert Wedell* D.C.
City Engineer

Grimes Asphalt and Paving Corp.

principal

by *Chris Krambeer*
Chris Krambeer, Estimator/Project Manager
email: ckrambeer@grimesasphalt.com
(Required for return of signed document)

Western Surety Company

surety

(SEAL)

by *Grace M Dickinson*
Grace M Dickinson, Attorney-in-Fact

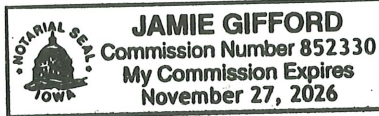


CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Dallas

On this 9th day of December, 2024, before me personally appeared Chris Krambeer to me known, who bein duly sworn, did say that he/she is the Estimator/Project Manager of Grimes Asphalt and Paving Corp., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.




Notary Public Jamie Gifford

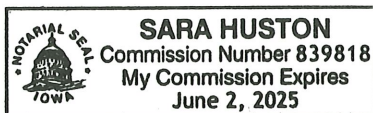
My Commission Expires: November 27, 2026

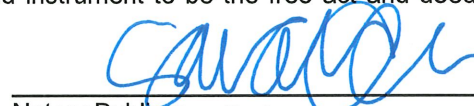
ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Dallas

On this 9th day of December, 2024, before me personally appeared Grace M Dickinson, Attorney-in-Fact to me known, who being duly sworn, did say that he/she is the Attorney-in-Fact of Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.




Notary Public Sara Huston

My Commission Expires: June 2, 2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dione R Young, Craig E Hansen, Anne Crowner, Brian M Deimerly, Jay D Freiermuth, T Mc Culloh, Kate Zanders, John Cord, Sara Huston, Seth Rooker, Grace M Dickinson, Individually

of Waukee, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of September, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of September, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____,



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

CERTIFICATE OF COMPLETION

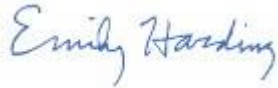
E 1st Street and SE Four Mile Drive Intersection

Ankeny, Iowa

January 6, 2025

This is to certify that the construction improvements for the *E 1st Street and SE Four Mile Drive Intersection* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Emily Harding". The signature is written in a cursive, flowing style.

*Emily Harding, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972*



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting the maintenance bond for subgrade for the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Maintenance Bond

3. Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR SUBGRADE IN THE E 1ST ST AND SE FOURMILE DR TRAFFIC SIGNAL AND TURN LANE WIDENING PROJECT ASSOCIATED WITH THE CROSSINGS AT DEER CREEK PLAT 15

WHEREAS, the City Staff has granted administrative approval of **The Crossings at Deer Creek Plat 15**; and

WHEREAS, the plans and specification for the construction of the **E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening** associated with **The Crossings at Deer Creek Plat 15** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the subgrade in **E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening** associated with **The Crossings at Deer Creek Plat 15** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on January 6th, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 6th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bond No. 2359393

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Seamus Excavating, LLC of Clive, IA,
as principal (the "Principal"), and Swiss Re Corporate Solutions America Insurance Corporation of
Kansas City, MO as surety (the "Surety"), are held and firmly bound unto
the City of Ankeny, Iowa, as Obligee (the "Obligee"), in the penal sum of
Two Thousand Five Hundred & 00/100 Dollars (\$2,500.00),
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated July 1, 2024 entered into a
contract (the "Contract") with Deer Creek Estates, L.L.C. to furnish the material and labor
necessary for the construction of Subgrade Preparation In connection with E 1st St. & SE Four Mile Drive, Ankeny, Iowa

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 12th day of August, 2024.

Approved as to form:
City of Ankeny, Iowa

by Nitum Wedel D.C.
City Engineer

Seamus Excavating, LLC
principal

by [Signature]
email: ccriss@seamusexcavating.com
(Required for return of signed document)

Swiss Re Corporate Solutions America Insurance Corporation
surety (SEAL)

by [Signature]
Jamie Gifford, Attorney-in-Fact

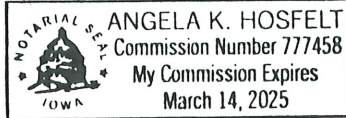


CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Polk

On this 19th day of August, 2024, before me personally appeared Chad Cross to me known, who being duly sworn, did say that he/she is the President of Seamus Excavating LLC, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.



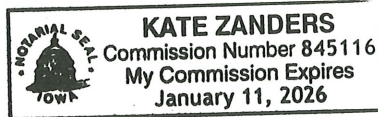
Angela K Hosfelt
Notary Public

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Dallas

On this 12th day of August, 2024, before me personally appeared Jamie Gifford, Attorney-in-Fact to me known, who being duly sworn, did say that he/she is the Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, 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.



Kate Zanders
Notary Public Kate Zanders
My Commission Expires: January 11, 2026

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, DIONE R. YOUNG,
SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, SARA HUSTON, JOHN CORD
LUKAS SCHRODER and JAMIE GIFFORD 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

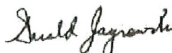
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated 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, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By 
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 2nd day of FEBRUARY, 20 24

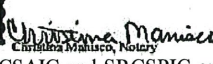
State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 2nd day of FEBRUARY, 20 24, 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, 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 12th day of August, 20 24.


Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

CERTIFICATE OF COMPLETION

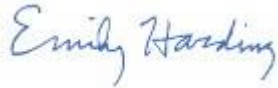
E 1st Street and SE Four Mile Drive Intersection

Ankeny, Iowa

January 6, 2025

This is to certify that the construction improvements for the *E 1st Street and SE Four Mile Drive Intersection* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Emily Harding". The signature is written in a cursive, flowing style.

*Emily Harding, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972*



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

NW 36th Street and NW Weigel Drive HMA Resurfacing: Consider motion to approve: a) Final Change Order #3 decreasing the contract amount by \$76,416.72; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with InRoads, LLC in the amount of \$1,615,225.28; and d) Final Payment #6 in the amount of \$9,259.65; Retainage Payment in the amount of \$80,761.26.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No review required

EXECUTIVE SUMMARY

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to InRoads, LLC for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

The NW 36th Street and NW Weigel Drive HMA Resurfacing project is now complete. A series of actions are needed in order to close out this construction project:

- 1) Approval of the Final Change Order #3 decreasing the contract amount by \$76,416.72.
- 2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications and that the final contract amount is \$1,615,225.28.
- 3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the NW 36th Street and NW Weigel Drive HMA Resurfacing project and establishes the final contract amount to be \$1,615,225.28.
- 4) Final Payment: InRoads, LLC = \$9,259.65
Retainage Payment: InRoads, LLC = \$80,761.26

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #3 decreasing the contract amount by \$76,416.72.
2. Accept the Certificate of Completion from the project engineer for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
3. Adopt the Resolution accepting the NW 36th Street and NW Weigel Drive HMA Resurfacing project with InRoads, LLC in the final contract amount of \$1,615,225.28; and
4. Authorize final payment to InRoads in the amount of \$9,259.65 and release of retainage payment in the amount of \$80,761.26 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

February 19, 2024: The council approved a motion to adopt a Resolution accepting the proposal from InRoads, LLC in the amount of \$1,691,525.00 for the construction of the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

FISCAL IMPACT

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. InRoads - CO #3 FINAL
2. NW 36th Street and NW Weigel Drive HMA Resurfacing_Certificate of Completion_2024-12-09
3. InRoads - Pymt #6 FINAL
4. Resolution

CHANGE ORDER FORM



Project Title: NW 36th Street and NW Weigel Drive HMA resurfacing
 Contractor: InRoads, LLC
 Address: 4761 NE 20th Lane, Des Moines, IA 50313
 Finance Budget Code: 895.3895.4451 Finance Project #: 895.4451
 Vendor Project #: N/A Purchase Order #: N/A
 Original Contract Date: February 19, 2024 Vendor Account #: 9658

Date of Council Meeting: January 6, 2025 Change Order #: 3 (FINAL)

Purpose of Change Order:

Quantities adjusted to quantities actually used on the project.
 2.01, 2.02, 2.03, 7.01, and 7.02 reduced due to changing construction limits on south end of NW Weigel Drive.
 2.04 reduced to only needing 4% and changing construction limits on south end of NW Weigel Drive
 7.07, 9.07, 9.08, and 9.09 not used on the project.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.01	Topsoil, On-site	CY	(158.00)	\$ 25.00	\$ (3,950.00)
2.02	Excavation, Class 10	CY	(113.00)	\$ 13.00	\$ (1,469.00)
2.03	Subgrade Preparation, 8 In. Depth	CY	(3,626.00)	\$ 4.60	\$ (16,679.60)
2.04	Subgrade Treatment, 8 In. Depth, 6% Cement	TON	(228.35)	\$ 139.00	\$ (31,740.65)
4.01	Pipe Culvert, Trenched, CMP, 24 In. Dia.	LF	14.00	\$ 141.00	\$ 1,974.00
4.03	Pipe Apron, CMP 24 In. Dia.	EA	2.00	\$ 743.00	\$ 1,486.00
4.05	Pipe Apron Guard, CMP, 24 In. Dia.	EA	2.00	\$ 218.00	\$ 436.00
4.07	Footings for Pipe Apron	EA	2.00	\$ 208.00	\$ 416.00
7.01	Pavement, Asphalt, 2 In. Surface Course, 1/2 In. Mix, PG 58-28H	TON	(107.00)	\$ 93.00	\$ (9,951.00)
7.02	Pavement, Asphalt, 2 In. Intermediate Course, 1/2 In. Mix, PG 58-28H	TON	(220.00)	\$ 93.00	\$ (20,460.00)
7.04	Pavement, Asphalt, 4 In. Base Course, 3/4 In. Mix,	TON	279.00	\$ 93.00	\$ 25,947.00
7.06	Granular Surfacing on Road, Class A Crushed	TON	(63.09)	\$ 35.25	\$ (2,223.92)
7.07	Subbase Over-excavation	CY	(50.00)	\$ 18.00	\$ (900.00)
8.01	Painted Pavement Markings, Durable	STA	28.03	\$ 65.00	\$ 1,821.95
8.03	Grooves Cut for Pavement Markings	STA	30.03	\$ 50.00	\$ 1,501.50
8.06	Portable Dynamic Message Board (PDMS)	CDAVS	(30.00)	\$ 110.00	\$ (3,300.00)
8.07	Traffic Signs	EA	8.00	\$ 165.00	\$ 1,320.00
8.08	Wood Posts	LF	112.00	\$ 16.50	\$ 1,848.00
9.01	Conventional Seeding, Seeding, Fertilizing, Type 1	AC	0.16	\$ 1,800.00	\$ 288.00
9.02	Conventional Seeding, Seeding, Fertilizing, Type 2	AC	1.59	\$ 1,100.00	\$ 1,749.00
9.03	Conventional Seeding, Seeding, Fertilizing, Type 4	AC	(5.03)	\$ 300.00	\$ (1,509.00)
9.04	Hydraulic Mulching (BFM)	AC	(3.65)	\$ 3,000.00	\$ (10,950.00)
9.05	Filter Socks, 12 In.	LF	588.00	\$ 2.50	\$ 1,470.00
9.06	Filter Socks, Removal	LF	588.00	\$ 1.00	\$ 588.00
9.07	Silt Fence	LF	(4,075.00)	\$ 1.60	\$ (6,520.00)
9.08	Silt Fence, Removal of Device	LF	(4,075.00)	\$ 0.10	\$ (407.50)
9.09	Stabilized Construction Entrance	SY	(120.00)	\$ 20.00	\$ (2,400.00)
9.10	Erosion Control Mulching, Straw	AC	(8.73)	\$ 550.00	\$ (4,801.50)
					\$ -

Change Order #: 3 (FINAL) makes the following adjustments to the Contract: \$ (76,416.72)

Contractor Accepted: InRoads, LLC

Firm Name

12/29/24

Date

Engineer Approved: City of Ankeny

Firm Name

12/27/2024

Date

Owner Accepted: City of Ankeny

Mayor

Signature

Title

January 6, 2025

Date

Attest for Owner:

City Clerk

Signature

Title

January 6, 2025

Date

Record of Change Orders:

Original Contract Amount		\$ 1,691,525.00
#	Change Order Date	Amount
1	April 1, 2024	\$ -
2	August 5, 2024	\$ 117.00
3	January 6, 2025	\$ (76,416.72)
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Revised Contract Amount \$ 1,615,225.28

CERTIFICATE OF COMPLETION

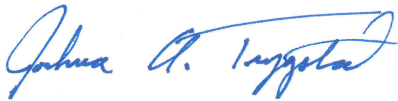
NW 36th Street and NW Weigel Drive HMA Resurfacing

Ankeny, Iowa

January 6, 2025

Civil Design Advantage's scope of services for this project include field survey, public improvement design, material submittal review, construction staking and as-built survey. Based upon this knowledge and the information provided by the City of Ankeny, the construction improvements on the *NW 36th Street and NW Weigel Drive HMA Resurfacing* project have been completed in substantial compliance with the plans and specifications for the project. Civil Design Advantage has no knowledge of items related to construction observation or certain construction administration items such as field and laboratory testing. The final contract amount is **\$1,615,225.28**. I hereby recommend acceptance of the project.

Respectfully submitted,



Joshua A Trygstad
Project Manager
Civil Design Advantage
Iowa License Number 19228

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW Weigel Drive HMA resurfacing
Contractor: InRoads, LLC
Address: 4761 NE 20th Lane, Des Moines, IA 50313
Finance Budget Code: 895.3895.4451 Finance Project #: 895.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: February 19, 2024 Vendor Account #: 9658

Date of Council Meeting: January 6, 2025 Payment Application #: 6 (FINAL)

Payment Period: From: October 6, 2024 Through: October 16, 2024

Contract Summary:

Original Contract Amount:	\$	1,691,525.00	
Net Change by Change Orders:	\$	(76,299.72)	
Contract Amount to Date: (line 1 ± 2)	\$	1,615,225.28	
Total Completed and Stored to Date:	\$	1,615,225.28	
Retainage: <u>5</u> % of Completed Work:	\$	80,761.26	
Total Earned Less Retainage:	\$	1,534,464.02	
Less Previous Applications for Payment:	\$	1,525,204.37	
SUBTOTAL:	\$	9,259.65	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	9,259.65	
Balance to Finish, Including Retainage:	\$	80,761.26	
Contract Time Remaining (Substantial):	-	Working Days	
Contract Time Remaining (Final):	-	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: InRoads, LLC
Firm Name
Signature [Signature] Date 12/27/24

Engineer / Consultant Approval: _____
Firm Name
Signature _____ Date _____

City of Ankeny Staff Approval: [Signature]
Signature Date 12/27/2024

Submit to: Jim Haberichter, P.E.
E-mail: Jhaberichter@Ankenylowa.gov Phone Number: (515) 963-3536

Date Printed: 12/27/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 20, 2024	\$ 648,452.05
2	June 17, 2024	\$ 41,363.95
3	August 5, 2024	\$ 72,546.75
4	September 16, 2024	\$ 741,197.77
5	October 21, 2024	\$ 21,643.85
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 1,525,204.37

Record of Change Orders:

No.	Date	Amount
1	April 1, 2024	\$ -
2	August 5, 2024	\$ 117.00
3	January 6, 2025	\$ (76,416.72)
4		
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CHANGE ORDER TOTAL = \$ (76,299.72)

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 8, 2024

Substantial Completion:

Contract Working Days:	50.0
Added by Change Order:	
Total Working Days:	50.0
Working Days Used to Date:	60.5
Working Days Remaining:	(10.5)

Full Completion:

Contract Working Days:	10.0
Added by Change Order:	
Total Working Days:	10.0
Working Days Used to Date:	10.0
Working Days Remaining:	0.0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Topsoil, On-site	CY	3,530.00	(158.00)	3,372.00	\$ 25.00	\$ 84,300.00		\$ -	3,372.00	3,372.00	\$ 84,300.00	0.00	100.00%
2.02	Excavation, Class 10	CY	2,361.00	(113.00)	2,248.00	\$ 13.00	\$ 29,224.00		\$ -	2,248.00	2,248.00	\$ 29,224.00	0.00	100.00%
2.03	Subgrade Preparation, 8 In. Depth	SY	30,315.00	(3,626.00)	26,689.00	\$ 4.60	\$ 122,769.40		\$ -	26,689.00	26,689.00	\$ 122,769.40	0.00	100.00%
2.04	Subgrade Treatment, 8 In. Depth, 6% Cement	TON	655.00	(228.35)	426.65	\$ 139.00	\$ 59,304.35		\$ -	426.65	426.65	\$ 59,304.35	0.00	100.00%
2.05	Compaction Testing	LS	1.00		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	1.00	1.00	\$ 1,800.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	Pipe Culvert, Trenched, CMP, 24 In. Dia.	LF	17.00	14.00	31.00	\$ 141.00	\$ 4,371.00		\$ -	31.00	31.00	\$ 4,371.00	0.00	100.00%
4.02	Pipe Culvert, Trenched, CMP, 30 In. Dia.	LF	73.00		73.00	\$ 154.00	\$ 11,242.00		\$ -	73.00	73.00	\$ 11,242.00	0.00	100.00%
4.03	Pipe Apron, CMP 24 In. Dia.	EA	2.00	2.00	4.00	\$ 743.00	\$ 2,972.00		\$ -	4.00	4.00	\$ 2,972.00	0.00	100.00%
4.04	Pipe Apron, CMP 30 In. Dia.	EA	6.00		6.00	\$ 992.00	\$ 5,952.00		\$ -	6.00	6.00	\$ 5,952.00	0.00	100.00%
4.05	Pipe Apron Guard, CMP, 24 In. Dia.	EA	2.00	2.00	4.00	\$ 218.00	\$ 872.00	2.00	\$ 436.00	2.00	4.00	\$ 872.00	0.00	100.00%
4.06	Pipe Apron Guard, CMP, 30 In. Dia.	EA	6.00		6.00	\$ 559.00	\$ 3,354.00		\$ -	6.00	6.00	\$ 3,354.00	0.00	100.00%
4.07	Footing for Pipe Apron	EA	8.00	2.00	10.00	\$ 208.00	\$ 2,080.00		\$ -	10.00	10.00	\$ 2,080.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, Asphalt, 2 In. Surface Course, 1/2 In. Mix, PG 58-	TON	3,229.00	(107.00)	3,122.00	\$ 93.00	\$ 290,346.00		\$ -	3,122.00	3,122.00	\$ 290,346.00	0.00	100.00%
7.02	Pavement, Asphalt, 2 In. Intermediate Course, 1/2 In. Mix, PG	TON	3,267.00	(220.00)	3,047.00	\$ 93.00	\$ 283,371.00		\$ -	3,047.00	3,047.00	\$ 283,371.00	0.00	100.00%
7.03	Pavement, Asphalt, 3 In. Base Course, 3/4 In. Mix, PG 58-28H	TON	2,783.00	(331.00)	2,452.00	\$ 93.00	\$ 228,036.00		\$ -	2,452.00	2,452.00	\$ 228,036.00	0.00	100.00%
7.04	Pavement, Asphalt, 4 In. Base Course, 3/4 In. Mix, PG 58-28H	TON	2,832.00	279.00	3,111.00	\$ 93.00	\$ 289,323.00		\$ -	3,111.00	3,111.00	\$ 289,323.00	0.00	100.00%
7.05	Asphalt Pavement Samples and Testing	LS	1.00		1.00	\$ 2,800.00	\$ 2,800.00		\$ -	1.00	1.00	\$ 2,800.00	0.00	100.00%
7.06	Granular Surfacing on Road, Class A Crushed Stone	TON	80.00	(63.09)	16.91	\$ 35.25	\$ 596.08		\$ -	16.91	16.91	\$ 596.08	0.00	100.00%
7.07	Subbase Over-excavation	CY	50.00	(50.00)	0.00	\$ 18.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
TRAFFIC CONTROL														
8.01	Painted Pavement Markings, Durable	STA	235.00	28.03	263.03	\$ 65.00	\$ 17,095.95		\$ -	263.03	263.03	\$ 17,095.95	0.00	100.00%
8.02	Painted Symbols and Legends, Durable	EA	1.00	(1.00)	0.00	\$ 600.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
8.03	Grooves Cut for Pavement Markings	STA	233.00	30.03	263.03	\$ 50.00	\$ 13,151.50		\$ -	263.03	263.03	\$ 13,151.50	0.00	100.00%
8.04	Grooves Cut for Symbols and Legends	EA	1.00	(1.00)	0.00	\$ 225.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
8.05	Temporary Traffic Control	LS	1.00		1.00	\$ 22,332.00	\$ 22,332.00		\$ -	1.00	1.00	\$ 22,332.00	0.00	100.00%
8.06	Portable Dynamic Message Board (PDMS)	GOVMS	40.00	(30.00)	10.00	\$ 110.00	\$ 1,100.00		\$ -	10.00	10.00	\$ 1,100.00	0.00	100.00%
8.07	Traffic Signs	EA	44.00	8.00	52.00	\$ 165.00	\$ 8,580.00	20.00	\$ 3,300.00	32.00	52.00	\$ 8,580.00	0.00	100.00%
8.08	Wood Posts	LF	480.00	112.00	592.00	\$ 16.50	\$ 9,768.00	312.00	\$ 5,148.00	280.00	592.00	\$ 9,768.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding, Seeding, Fertilizing, Type 1	AC	0.12	0.16	0.28	\$ 1,800.00	\$ 504.00		\$ -	0.28	0.28	\$ 504.00	0.00	100.00%
9.02	Conventional Seeding, Seeding, Fertilizing, Type 2 or 3	AC	3.58	1.59	5.17	\$ 1,100.00	\$ 5,687.00		\$ -	5.17	5.17	\$ 5,687.00	0.00	100.00%
9.03	Conventional Seeding, Seeding, Fertilizing, Type 4 (Temp	AC	9.10	(5.03)	4.07	\$ 300.00	\$ 1,221.00		\$ -	4.07	4.07	\$ 1,221.00	0.00	100.00%
9.04	Hydraulic Mulching (BFM)	AC	9.10	(3.65)	5.45	\$ 3,000.00	\$ 16,350.00		\$ -	5.45	5.45	\$ 16,350.00	0.00	100.00%
9.05	Filter Socks, 12 In.	LF	275.00	588.00	863.00	\$ 2.50	\$ 2,157.50		\$ -	863.00	863.00	\$ 2,157.50	0.00	100.00%
9.06	Filter Socks, Removal	LF	275.00	588.00	863.00	\$ 1.00	\$ 863.00	863.00	\$ 863.00		863.00	\$ 863.00	0.00	100.00%
9.07	Silt Fence	LF	4,075.00	(4,075.00)	0.00	\$ 1.60	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
9.08	Silt Fence, Removal of Device	LF	4,075.00	(4,075.00)	0.00	\$ 0.10	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
9.09	Stabilized Construction Entrance	SY	120.00	(120.00)	0.00	\$ 20.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
9.10	Erosion Control Mulching, Straw	AC	12.80	(8.73)	4.07	\$ 550.00	\$ 2,238.50		\$ -	4.07	4.07	\$ 2,238.50	0.00	100.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 33,333.00	\$ 33,333.00		\$ -	1.00	1.00	\$ 33,333.00	0.00	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 650.00	\$ 650.00		\$ -	1.00	1.00	\$ 650.00	0.00	100.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 555.00	\$ 555.00		\$ -	1.00	1.00	\$ 555.00	0.00	100.00%
11.04	Steel Beam Guard Rail	LF	225.00		225.00	\$ 112.00	\$ 25,200.00		\$ -	225.00	225.00	\$ 25,200.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	Pavement Removal, Asphalt	LS		1.00	1.00	\$ 3,780.00	\$ 3,780.00		\$ -	1.00	1.00	\$ 3,780.00	0.00	100.00%
12.02	Pavement, PCC, 8" Thick	LS		1.00	1.00	\$ 27,945.00	\$ 27,945.00		\$ -	1.00	1.00	\$ 27,945.00	0.00	100.00%
12.03					0.00	\$ -	\$ -		\$ -			\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$1,615,225.28 PAY PERIOD = \$ 9,747.00

COMPLETED = \$1,615,225.28

100.00%

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NW 36TH STREET AND NW WEIGEL DRIVE HMA RESURFACING", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE NW 36TH STREET AND NW WEIGEL DRIVE HMA RESURFACING

WHEREAS, on the **19th** day of **February**, 2024, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **InRoads, LLC** of **Des Moines, Iowa**, for the construction of certain public improvements generally described as the NW 36th Street and NW Weigel Drive HMA Resurfacing; 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 **January 6, 2025**:

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 **\$1,615,225.28**, as shown in the report of the Engineer.

PASSED AND APPROVED this 6th day of January, 2025.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

NE 62nd St. Box Culvert Construction: Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$748.48; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Gus Construction in the amount of \$466,268.05; and d) Final Payment #4 in the amount of \$43,356.99; Retainage Payment in the amount of \$23,313.40.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Gus Construction for the NE 62nd St. Box Culvert Construction project.

The NE 62nd St. Box Culvert Construction project is now complete. A series of actions are needed in order to close out this construction project:

- 1) Approval of the Final Change Order #1 increasing the contract amount by \$748.48.
- 2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications and that the final contract amount is \$466,268.05.
- 3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the NE 62nd St. Box Culvert Construction project and establishes the final contract amount to be \$466,268.05.
- 4) Final Payment: Gus Construction = \$43,356.99
Retainage Payment: Gus Construction = \$23,313.40

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #1 increasing the contract amount by \$748.48.
2. Accept the Certificate of Completion from the project engineer for the NE 62nd St. Box Culvert Construction project.
3. Adopt the Resolution accepting the NE 62nd St. Box Culvert Construction project with Gus Construction in the final contract amount of \$466,268.05; and
4. Authorize final payment to Gus Construction in the amount of \$43,356.99 and release of retainage payment in the amount of \$23,313.40 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

April 1, 2024: The council approved a motion to adopt a Resolution accepting the proposal from Gus Construction in the amount of \$465,519.57 for the construction of the NE 62nd St. Box Culvert Construction project.

FISCAL IMPACT

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. NE 62nd Culvert - Certificate of Completion
2. Gus Construction - CO #1 (Final)
3. Gus Construction - Pymt #4 (Final)
4. Resolution

CERTIFICATE OF COMPLETION

RCB Culvert New – Twin Box On NE 62nd St over Trib. To Fourmile Creek

Ankeny, Iowa

January 6, 2025

This is to certify that the construction improvements on the ***RCB Culvert New – Twin Box on NE 62nd St over Trib. To Fourmile Creek*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***\$466,268.05***. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in black ink that reads "Benjamin Smith". The signature is written in a cursive style with a large, stylized 'B' and 'S'.

*Benjamin Smith
Senior Engineer
Kirkham Michael
Iowa License Number 2442542*

CHANGE ORDER FORM



Project Title: NE 62nd St. Box Culvert Construction
Contractor: Gus Construction
Address: 606 McPherson Street, Casey, Iowa 50048
Finance Budget Code: 11 Digit Number **Finance Project #:** 7 Digit Number
Vendor Project #: - **Purchase Order #:** 0
Original Contract Date: April 1, 2024 **Vendor Account #:** 11390

Date of Council Meeting: January 6, 2024 **Change Order #:** 1 (Final)

Purpose of Change Order:

Items 13.01, 13.02: Two field tiles were encountered when the contractor completed grading for the diversion tile. Extension of these tiles is necessary so that the tiles outlet at the permanent streak bank.
Item 13.03: Erosion control matting was requested by the City.
Item 13.04: Broken concrete was unearthed during excavation for the RCB culvert. This item is for excavation, sorting and burial of the material. Subsequently, a deduction for Excavation, Class 20 is made.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
9.01	CONVENTIONAL SEEDING, FERT AND MULCH, T 2	AC	(1.38)	\$ 1,500.00	\$ (2,070.00)
9.02	WATTLES	LF	292.00	\$ 2.00	\$ 584.00
9.03	WATTLES, REMOVAL OF DEVICE	LF	292.00	\$ 0.10	\$ 29.20
9.04	SILT FENCE	LF	(349.00)	\$ 1.75	\$ (610.75)
9.05	SILT FENCE, REMOVAL OF DEVICE	LF	(349.00)	\$ 0.10	\$ (34.90)
9.06	STABILIZED CONSTRUCTION ENTRANCE	TON	18.57	\$ 40.00	\$ 742.80
9.07	EROSION CONTROL AND MULCHING, HYDROMULCHING, BFM	AC	(1.31)	\$ 3,500.00	\$ (4,585.00)
12.07	EXCAVATION, CLASS 20	CY	(350.00)	\$ 7.80	\$ (2,730.00)
12.13	REVTMENT, CLASS D	TON	(43.67)	\$ 49.00	\$ (2,139.83)
13.01	6" PERFORATED SUBDRAIN TILE	LF	50.00	\$ 17.34	\$ 867.00
13.02	DR-305 OUTLET	EA	2.00	\$ 262.08	\$ 524.16
13.03	EROSION CONTROL MATTING	SY	338.90	\$ 1.82	\$ 616.80
13.04	EXCAVATION, CLASS 22	CY	350.00	\$ 27.30	\$ 9,555.00

Change Order #: 1 makes the following adjustments to the Contract: **\$ 748.48**

Contractor Accepted: Gus Construction

Firm Name: Gus Construction
 Signature: [Signature] Date: 12/12/24

Engineer Approved: Kirkham Michael

Firm Name: [Signature]
 Signature: [Signature] Date: 12/20/24

Owner Accepted: City of Ankeny

Signature: _____ Title: Mayor
 Date: January 6, 2024

Attest for Owner:

Signature: _____ Title: City Clerk
 Date: January 6, 2024

Record of Change Orders:

Original Contract Amount		\$ 465,519.57
#	Change Order Date	Amount
1	January 6, 2024	\$ 748.48
2		
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Revised Contract Amount **\$ 466,268.05**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 62nd St. Box Culvert Construction
Contractor: Gus Construction
Address: 606 McPherson Street, Casey, Iowa 50048
Finance Budget Code: 11 Digit Number Finance Project #: 7 Digit Number
Vendor Project #: - Purchase Order #:
Original Contract Date: April 1, 2024 Vendor Account #: 11390

Date of Council Meeting: January 6, 2024 Payment Application #: 4 (Final)

Payment Period: From: July 24, 2024 Through: December 6, 2024

Contract Summary:

Original Contract Amount:	\$	465,519.57	
Net Change by Change Orders:	\$	748.48	
Contract Amount to Date: (line 1 ± 2)	\$	466,268.05	
Total Completed and Stored to Date:	\$	466,268.05	
Retainage: <u>5</u> % of Completed Work:	\$	23,313.40	
Total Earned Less Retainage:	\$	442,954.65	
Less Previous Applications for Payment:	\$	399,597.66	
SUBTOTAL:	\$		43,356.99

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 43,356.99

Balance to Finish, Including Retainage: \$ 23,313.40

Contract Time Remaining (Substantial): - Working Days

Contract Time Remaining (Full): 10.0 Working Days

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

Construction Contractor Approval: Gus Construction

Firm Name

[Signature]
Signature

12/12/24
Date

Engineer / Consultant Approval: Kirkham Michael & Associates

Firm Name

[Signature]
Signature

12/20/24
Date

City of Ankeny Staff Approval:

[Signature]
Signature

12/20/24
Date

Submit to: Don Clark, P.E., Director of Municipal Utilities
E-mail: dclark@Ankenylowa.gov Phone Number: (515) 963-3529

Date Printed: 12/10/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 500.00	\$ 500.00	0.00	\$ -	1.00	1.00	\$ 500.00	0.00	100.00%
2.02	EXCAVATION, CLASS 10 (ON-SITE)	CY	100.00		100.00	\$ 5.00	\$ 500.00	100.00	\$ 500.00	0.00	100.00	\$ 500.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	CONVENTIONAL SEEDING, FERT AND MULCH, T 2	AC	1.90	(1.38)	0.52	\$ 1,500.00	\$ 780.00	0.52	\$ 780.00	0.00	0.52	\$ 780.00	0.00	100.00%
9.02	WATTLES	LF	500.00	292.00	792.00	\$ 2.00	\$ 1,584.00	0.00	\$ -	792.00	792.00	\$ 1,584.00	0.00	100.00%
9.03	WATTLES, REMOVAL OF DEVICE	LF	500.00	292.00	792.00	\$ 0.10	\$ 79.20	792.00	\$ 79.20	0.00	792.00	\$ 79.20	0.00	100.00%
9.04	SILT FENCE	LF	1,300.00	(349.00)	951.00	\$ 1.75	\$ 1,664.25	451.00	\$ 789.25	500.00	951.00	\$ 1,664.25	0.00	100.00%
9.05	SILT FENCE, REMOVAL OF DEVICE	LF	1,300.00	(349.00)	951.00	\$ 0.10	\$ 95.10	951.00	\$ 95.10	0.00	951.00	\$ 95.10	0.00	100.00%
9.06	STABILIZED CONSTRUCTION ENTRANCE	TON	50.00	18.57	68.57	\$ 40.00	\$ 2,742.80	0.00	\$ -	68.57	68.57	\$ 2,742.80	0.00	100.00%
9.07	EROSION CONTROL AND MULCHING, HYDROMULCHING, BFM	AC	1.90	(1.31)	0.59	\$ 3,500.00	\$ 2,065.00	0.45	\$ 1,575.00	0.14	0.59	\$ 2,065.00	0.00	100.00%
	MISCELLANEOUS													
11.01	MOBILIZATION	LS	1.0		1.00	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	1.00	1.00	\$ 7,000.00	0.00	100.00%
11.02	CONCRETE WASHOUT	LS	1.0		1.00	\$ 1,200.00	\$ 1,200.00	0.00	\$ -	1.00	1.00	\$ 1,200.00	0.00	100.00%
	OTHER													
12.01	SPECIAL BACKFILL	CY	200.00		200.00	\$ 65.00	\$ 13,000.00	0.00	\$ -	200.00	200.00	\$ 13,000.00	0.00	100.00%
12.02	EXCAVATION, CLASS 10, CHANNEL	CY	475.00		475.00	\$ 6.00	\$ 2,850.00	475.00	\$ 2,850.00	0.00	475.00	\$ 2,850.00	0.00	100.00%
12.03	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	310.00		310.00	\$ 12.00	\$ 3,720.00	60.00	\$ 720.00	250.00	310.00	\$ 3,720.00	0.00	100.00%
12.04	COMPACTION WITH MOISTURE CONTROL	CY	1,240.00		1,240.00	\$ 2.00	\$ 2,480.00	140.00	\$ 280.00	1,100.00	1,240.00	\$ 2,480.00	0.00	100.00%
12.05	REMOVAL OF EXISTING STRUCTURES	LS	1.00		1.00	\$ 2,100.00	\$ 2,100.00	0.00	\$ -	1.00	1.00	\$ 2,100.00	0.00	100.00%
12.06	FLOODED BACKFILL	CY	55.00		55.00	\$ 50.00	\$ 2,750.00	0.00	\$ -	55.00	55.00	\$ 2,750.00	0.00	100.00%
12.07	EXCAVATION, CLASS 20	CY	2,232.00	(350.00)	1,882.00	\$ 7.80	\$ 14,679.60	(350.00)	\$ (2,730.00)	2,232.00	1,882.00	\$ 14,679.60	0.00	100.00%
12.08	STRUCTURAL CONCRETE (RCB CULVERT)	CY	596.00		596.00	\$ 440.00	\$ 262,240.00	0.00	\$ -	596.00	596.00	\$ 262,240.00	0.00	100.00%
12.09	REINFORCING STEEL	LB	89,366.00		89,366.00	\$ 1.12	\$ 100,089.92	0.00	\$ -	89,366.00	89,366.00	\$ 100,089.92	0.00	100.00%
12.10	TEMPORARY STREAM DIVERSION	EACH	1.00		1.00	\$ 3,500.00	\$ 3,500.00	0.25	\$ 875.00	0.75	1.00	\$ 3,500.00	0.00	100.00%
12.11	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	LF	374.00		374.00	\$ 2.20	\$ 822.80	0.00	\$ -	374.00	374.00	\$ 822.80	0.00	100.00%
12.12	ENGINEERING FABRIC	SY	480.00		480.00	\$ 2.90	\$ 1,392.00	480.00	\$ 1,392.00	0.00	480.00	\$ 1,392.00	0.00	100.00%
12.13	REVTMENT, CLASS D	TON	341.00	(43.67)	297.33	\$ 49.00	\$ 14,569.17	297.33	\$ 14,569.17	0.00	297.33	\$ 14,569.17	0.00	100.00%
12.14	FENCE, CHAIN LINK, VINYL COATED	LF	132.30		132.30	\$ 92.98	\$ 12,301.25	132.30	\$ 12,301.25	0.00	132.30	\$ 12,301.25	0.00	100.00%
	CHANGE ORDER ITEMS													
13.01	6" PERFORATED SUBDRAIN TILE	LF		50.00	50.00	\$ 17.34	\$ 867.00	50.00	\$ 867.00		50.00	\$ 867.00	0.00	100.00%
13.02	DR-305 OUTLET	EACH		2.00	2.00	\$ 262.08	\$ 524.16	2.00	\$ 524.16		2.00	\$ 524.16	0.00	100.00%
13.03	EROSION CONTROL MATTING	SY		338.90	338.90	\$ 1.82	\$ 616.80	338.90	\$ 616.80		338.90	\$ 616.80	0.00	100.00%
13.04	EXCAVATION, CLASS 22	CY		350.00	350.00	\$ 27.30	\$ 9,555.00	350.00	\$ 9,555.00		350.00	\$ 9,555.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 466,268.05 PAY PERIOD = \$ 45,638.93

COMPLETED = \$ 466,268.05

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 17, 2024	\$ 37,106.62
2	July 15, 2024	\$ 306,638.64
3	August 19, 2024	\$ 55,852.40
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 399,597.66

Record of Change Orders:

No.	Date	Amount
1	January 6, 2024	\$ 748.48
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CHANGE ORDER TOTAL = \$ 748.48

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	May 6, 2024

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:	65.0
Added by Change Order:	0.0
Total Working Days:	65.0
Working Days Used to Date:	55.0
Working Days Remaining:	10.0

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NE 62ND ST. RCB OVER TRIB. TO FOUR MILE CREEK", 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 NE 62ND ST. RCB OVER TRIB. TO FOUR MILE CREEK

WHEREAS, on the 1st day of April, 2024, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Gus Construction of Casey, Iowa, for the construction of certain public improvements generally described as the NE 62nd St. RCB Over Trib. to Four Mile Creek; 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 January 6, 2025:

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 \$466,268.05, as shown in the report of the Engineer.

PASSED AND APPROVED this 6th day of January, 2025.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

North Four Mile Creek Trunk Sewer - Phase 1: Consider motion to approve: a) Final Change Order #3 decreasing the contract amount by \$32,798.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with J&K Contracting in the amount of \$1,978,202.00; and d) Final Payment #9 in the amount of \$20,799.00; Retainage Payment in the amount of \$98,910.10.

ORIGINATING DEPARTMENT

Municipal Utilities

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No review required

EXECUTIVE SUMMARY

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to J&K Contracting for the North Four Mile Creek Trunk Sewer - Phase 1 project.

The North Four Mile Creek Trunk Sewer - Phase 1 project is now complete. A series of actions are needed in order to close out this construction project:

- 1) Approval of the Final Change Order #3 decreasing the contract amount by \$32,798.00.
- 2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications and that the final contract amount is \$1,978,202.00.
- 3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the North Four Mile Creek Trunk Sewer - Phase 1 project and establishes the final contract amount to be \$1,978,202.00.
- 4) Final Payment: J&K Contracting = \$20,799.00
Retainage Payment: J&K Contracting = \$98,910.10

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #3 decreasing the contract amount by \$32,798.00.
2. Accept the Certificate of Completion from the project engineer for the North Four Mile Creek Trunk Sewer - Phase 1 project.
3. Adopt the Resolution accepting the North Four Mile Creek Trunk Sewer - Phase 1 project with J&K Contracting in the final contract amount of \$1,978,202.00; and
4. Authorize final payment to J&K Contracting in the amount of \$20,799.00 and release of retainage payment in the amount of \$98,910.10 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

April 3, 2023: The council approved a motion to adopt a Resolution accepting the proposal from J&K Contracting in the amount of \$2,000,000.00 for the construction of the North Four Mile Creek Trunk Sewer - Phase 1 project.

FISCAL IMPACT

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. J&K Contracting - CO #3 Final
2. J&K Contracting - Pymt #9 Final
3. RES - North Four Mile Creek Trunk Sewer
4. Certificate of Completion



Project Title: North Four Mile Creek Trunk Sewer
Contractor: J&K Contracting
Address: 10703 Justin Drive, Urbandale, Iowa 50322
Fin 11/8/2023 660.3660.4452 Finance Project #: 660.4452
Vendor Project #: 0 Purchase Order #: 0
Original Contract Date: April 3, 2023 Vendor Account #: 8611

Date of Council Meeting: January 6, 2025 Change Order #: 3 (FNM)

Purpose of Change Order:

Zero Out Change Order For Final Quantities

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY ADJUSTMENT	UNIT PRICE	VALUE ADJUSTMENT
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	21.00	\$ 250.00	\$ 5,250.00
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	(21.00)	\$ 950.00	\$ (19,950.00)
9.1	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	0.18	\$ 1,500.00	\$ 270.00
9.3	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	(3.70)	\$ 700.00	\$ (2,590.00)
9.4	MULCHING, BONDED FIBER MATRIX	ACRE	(1.47)	\$ 5,000.00	\$ (7,350.00)
9.5	FILTER SOCK, INSTALLATION	LF	(1,745.00)	\$ 2.00	\$ (3,490.00)
9.6	FILTER SOCK, REMOVAL OF DEVICE	LF	(2,000.00)	\$ 0.25	\$ (500.00)
9.7	SILT FENCE, INSTALLATION	LF	(1,944.00)	\$ 2.00	\$ (3,888.00)
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	(2,200.00)	\$ 0.25	\$ (550.00)

Change Order #: 3 makes the following adjustments to the Contract: \$ (32,798.00)

Contractor Accepted: J&K Contracting

Signature: [Signature] Firm Name: J&K Contracting Date: 12/20/24

Engineer Approved: Foth Infrastructure and Environment LLC

Signature: [Signature] Date: 12-20-2024

Owner Accepted: City of Ankeny

Signature: [Signature] Title: Mayor Date: January 6, 2025

Attest for Owner:

Signature: [Signature] Title: City Clerk Date: January 6, 2025

Record of Change Orders:

Original Contract Amount		\$ 2,000,000.00
#	Change Order Date	Amount
1	August 31, 2023	\$ 7,500.00
2	November 8, 2023	\$ 3,500.00
3	January 6, 2025	\$ (32,798.00)
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Revised Contract Amount \$ 1,978,202.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: J&K Contracting
Address: 10703 Justin Drive, Urbandale, Iowa 50322
Fin ## 660.3660.4452 Finance Project #: 660.4452
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: April 3, 2023 Vendor Account #: 8611

Date of Council Meeting: January 6, 2025 Payment Application #: 9 (Final)
Payment Period: From: October 31, 2024 Through: November 30, 2024

Contract Summary:

Original Contract Amount:	\$	2,000,000.00	
Net Change by Change Orders:	\$	(21,798.00)	
Contract Amount to Date: (line 1 ± 2)	\$	1,978,202.00	
Total Completed to Date:	\$	1,978,202.00	
Retainage: <u>5</u> % of Completed Work:	\$	98,910.10	
Total Earned Less Retainage:	\$	1,879,291.90	
Less Previous Applications for Payment:	\$	1,848,492.90	
SUBTOTAL:			30,799.00

OTHER CHARGES: LIQUID DAMAGES (20 DAYS AT \$500/DAY) (10,000.00)

CURRENT PAYMENT DUE: \$ 20,799.00

Balance to Finish, Including Retainage: \$ 98,910.10

Contract Time Remaining: (20.00) 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: J&K Contracting

Firm Name

Signature

12/20/24
Date

Engineer / Consultant Approval: Foth Infrastructure and Environment, LLC

Firm Name

Signature

12-20-2024
Date

City of Ankeny Staff Approval:

Signature

12-20-24
Date

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@anknyniowa.gov

Phone Number: 515-963-3529

Date Printed: 12/20/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	August 11, 2023	\$ 635,203.02
2	August 31, 2023	\$ 148,592.38
3	September 30, 2023	\$ 359,094.57
4	October 31st, 2023	\$ 257,584.49
5	November 30, 2023	\$ 45,885.00
6	December 31, 2023	\$ 226,919.29
7	January 31, 2024	\$ 19,236.83
8	February 29, 2024	\$ 155,977.32
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 1,848,492.90

Record of Change Orders:

No.	Date	Amount
1	August 31, 2023	\$ 7,500.00
2	November 8, 2023	\$ 3,500.00
3	January 6, 2025	\$ (32,798.00)
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CHANGE ORDER TOTAL = \$ (21,798.00)

Contract Time Remaining:

Contract Period: Working Days
 Construction Start Date: _____

Substantial Completion:

Contract Working Days: 110.0
 Added by Change Order: 10.0
 Total Working Days: 120.0
 Working Days Used to Date: 140.0
 Working Days Remaining: (20.0)

Full Completion:

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.1	CLEARING AND GRUBBING	ACRE	3.70	0.00	3.70	\$ 9,000.00	\$ 33,300.00	0.00	\$ -	3.70	3.70	\$ 33,300.00	0.00	100.00%
	SEWERS AND DRAINS													
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	1,260.00	21.00	1,281.00	\$ 250.00	\$ 320,250.00	0.00	\$ -	1,281.00	1,281.00	\$ 320,250.00	0.00	100.00%
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,172.00	(21.00)	1,151.00	\$ 950.00	\$1,093,450.00	0.00	\$ -	1,151.00	1,151.00	\$1,093,450.00	0.00	100.00%
4.3	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN.	LF	110.00	0.00	110.00	\$ 2,000.00	\$ 220,000.00	0.00	\$ -	110.00	110.00	\$ 220,000.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.1	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	9.00	0.00	9.00	\$ 14,500.00	\$ 130,500.00	0.00	\$ -	9.00	9.00	\$ 130,500.00	0.00	100.00%
6.2	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.00	0.00	1.00	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	1.00	1.00	\$ 8,000.00	0.00	100.00%
	TRAFFIC CONTROL													
8.1	TRAFFIC CONTROL	LS	1.00	0.00	1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	1.00	\$ 5,000.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.1	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	2.90	0.18	3.08	\$ 1,500.00	\$ 4,620.00	3.08	\$ 4,620.00	0.00	3.08	\$ 4,620.00	0.00	100.00%
9.2	WETLAND SEEDING	ACRE	0.80	0.00	0.80	\$ 4,000.00	\$ 3,200.00	0.80	\$ 3,200.00	0.00	0.80	\$ 3,200.00	0.00	100.00%
9.3	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.70	(3.70)	0.00	\$ 700.00	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	100.00%
9.4	MULCHING, BONDED FIBER MATRIX	ACRE	7.40	(1.47)	5.93	\$ 5,000.00	\$ 29,650.00	3.08	\$ 15,400.00	2.85	5.93	\$ 29,650.00	0.00	100.00%
9.5	FILTER SOCK, INSTALLATION	LF	2,000.00	(1,745.00)	255.00	\$ 2.00	\$ 510.00	0.00	\$ -	255.00	255.00	\$ 510.00	0.00	100.00%
9.6	FILTER SOCK, REMOVAL OF DEVICE	LF	2,000.00	(2,000.00)	0.00	\$ 0.25	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	100.00%
9.7	SILT FENCE, INSTALLATION	LF	3,000.00	(1,944.00)	1,056.00	\$ 2.00	\$ 2,112.00	0.00	\$ -	1,056.00	1,056.00	\$ 2,112.00	0.00	100.00%
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	3,000.00	(2,200.00)	800.00	\$ 0.25	\$ 200.00	800.00	\$ 200.00	0.00	800.00	\$ 200.00	0.00	100.00%
9.9	SURFACE RESTORATION HAUL ROUTES	LS	1.00	0.00	1.00	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00	0.00	1.00	\$ 9,000.00	0.00	100.00%
11.1	MOBILIZATION	LS	1.00	0.00	1.00	\$ 107,410.00	\$ 107,410.00	0.00	\$ -	1.00	1.00	\$ 107,410.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.1	CLEARING AND GRUBBING FOR BORE PIT	LS	0.00	1.00	1.00	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	1.00	1.00	\$ 7,500.00	0.00	100.00%
12.2	CLEARING AND GRUBBING FOR MANHOLE 3 BORE PIT	LS	0.00	1.00	1.00	\$ 3,500.00	\$ 3,500.00	0.00	\$ -	1.00	1.00	\$ 3,500.00	0.00	100.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK						CONTRACT = \$1,978,202.00		PAY PERIOD = \$ 32,420.00		COMPLETED = \$1,978,202.00		100.00%		

Date printed: 12/02/2024

MATERIALS STORED SUMMARY

Description	Unit	Total Units	Unit Price	Ext. Cost
MANHOLE, SANITARY SEWER, SW-301, 60 IN.	LS	0	\$ 35,744.00	\$ -
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	0	\$ 129.25	\$ -
SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	0	\$ 375.95	\$ -
SUBTOTAL				0.00

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NORTH FOUR MILE CREEK TRUNK SEWER", 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 NORTH FOUR MILE CREEK TRUNK SEWER

WHEREAS, on the 3rd day of April, 2023, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with J&K Contracting of Urbandale, Iowa, for the construction of certain public improvements generally described as the North Four Mile Creek Trunk Sewer; 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 January 6, 2025:

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 \$1,978,202.00, as shown in the report of the Engineer.

PASSED AND APPROVED this 6th day of January, 2025.

Mayor

ATTEST:

City Clerk

CERTIFICATE OF COMPLETION

North Four Mile Creek Trunk Sewer

Ankeny, Iowa

January 6th, 2025

This is to certify that the construction improvements on the North Four Mile Creek Trunk Sewer project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is \$1,978,202.00. I hereby recommend acceptance of the project.

Respectfully submitted,



*Blair Spotts, P.E.
Project Civil Engineer
Foth Infrastructure and Environment
Iowa License Number 26397*



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** ordering construction on the SW Des Moines Street Utility Improvements - SW Ordinance Road to SW Kenworthy Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/28/25 @ 10:30 A.M. / date of hrg: 2/3/25 @ 5:30 P.M.)

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The action before the Council is the adoption of a Resolution regarding the SW Des Moines Street Utility Improvements - SW Ordinance Road to SW Kenworthy Drive project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and enhancement of payment; and setting a date for the filing of bids on the project.

The SW Des Moines Street Utility Improvements - SW Ordinance Road to SW Kenworthy Drive project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SW Des Moines Street from SW Ordinance Road to SW Kenworthy Drive and the replacement of water main on SW Kenworthy Drive from SW Des Moines Street to SW Lynn Drive.

The construction improvements include approximately 4,300 SY of 8" thick PCC street pavement, 950 LF of sanitary sewer, 1,500 LF of water main, 830 LF of storm sewer, 1,380 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, driveways, and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than March 24, 2025 and no later than April 21, 2025. The contractor will have 160 Working Days to substantially complete the overall project and another 10 Working Days to fully complete the overall project. Council approval at this time will set the following

schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 6, 2025
2. Post Notice to Bidders and Notice of Public Hearing: January 8, 2025
3. Publish Notice to Bidders and Notice of Public of Hearing: January 17, 2025
4. Bid Opening (10:30 A.M., Public Services Building): January 28, 2025
5. Public Hearing and Contract Award: February 3, 2025

(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost, and enhancement of payment; review bids, award contract, and approve contract and bonds.)

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as January 28, 2025 and setting the public hearing date as February 3, 2025 for the SW Des Moines Street Utility Improvements - SW Ordinance Road to SW Kenworthy Drive project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on January 8, 2025 and to be published in the Des Moines Register on January 17, 2025.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This project is included in the City's current Capital Improvement Program with construction scheduled for 2025.

PUBLIC OUTREACH EFFORTS

A project information meeting for adjacent property owners and residents was held on August 6, 2024. During construction, property owners and residents will be updated via letters.

ACTION REQUESTED

ATTACHMENTS

1. Resolution - SW Des Moines Street Utility Improvements
2. Notice to Bidders and Notice of Public Hearing
3. Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SW DES MOINES STREET UTILITY IMPROVEMENTS – SW ORDNANCE ROAD TO SW KENWORTHY DRIVE, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE SW DES MOINES STREET UTILITY IMPROVEMENTS – SW ORDNANCE ROAD TO SW KENWORTHY DRIVE, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the SW Des Moines Street Utility Improvements – SW Ordinance Road to SW Kenworthy Drive; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract, estimate of cost and enhancement of payment may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the SW Des Moines Street Utility Improvements –

SW Ordinance Road to SW Kenworthy Drive, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The SW Des Moines Street Utility Improvements – SW Ordinance Road to SW Kenworthy Drive project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer on SW Des Moines Street from SW Ordinance Road to SW Kenworthy Drive. The project also includes the replacement of water main and PCC patching on SW Kenworthy Drive from SW Des Moines Street to SW Lynn Drive.

The construction improvements include approximately 4,300 SY of 8" thick PCC street pavement, 950 LF of sanitary sewer, 1,500 LF of water main, 830 LF of storm sewer, 1,380 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, driveways, and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to January 28, 2025, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on February 3, 2025, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract, estimate of costs and enhancement of payment for the project, the hearing to be at 5:30 P.M. on February 3, 2025.

PASSED AND APPROVED this 6th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

**SW DES MOINES STREET UTILITY IMPROVEMENTS – SW ORDNANCE ROAD TO SW
KENWORTHY DRIVE**

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), estimated cost, and enhancement of payment for the **SW Des Moines Street Utility Improvements – SW Ordinance Road to SW Kenworthy Drive** project at its meeting at **5:30 P.M. on the 3rd day of February, 2025**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtNVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966 Passcode: 1234

2. Join Meeting by Phone:

Dial: +1 312 626 6799

Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **28th day of January, 2025**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 28th day of January, 2025**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 3rd day of February, 2025**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than March 24, 2025 and no later than April 21, 2025**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2025.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from McClure Engineering, 1360 NW 121st Street, Clive, Iowa 50325. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-964-1229 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

SW DES MOINES STREET UTILITY IMPROVEMENTS – SW ORDNANCE ROAD TO SW KENWORTHY DRIVE

The SW Des Moines Street Utility Improvements – SW Ordinance Road to SW Kenworthy Drive project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer on SW Des Moines Street from SW Ordinance Road to SW Kenworthy Drive. The project also includes the replacement of water main and PCC patching on SW Kenworthy Drive from SW Des Moines Street to SW Lynn Drive.

The construction improvements include approximately 4,300 SY of 8” thick PCC street pavement, 950 LF of sanitary sewer, 1,500 LF of water main, 830 LF of storm sewer, 1,380 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, driveways, and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **one hundred sixty (160) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed; with the new pavement markings and signs installed; and the new streets, driveways, and sidewalks fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

Should the Contractor succeed in substantially completing the work in less than one hundred sixty (160) working days, an enhancement of payment in the amount of Two Thousand Dollars (\$2,000.00) per working day remaining within the one hundred sixty (160) working day deadline, up to a maximum of Sixty Thousand Dollars (\$60,000.00) will be issued to the Contractor.

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

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **6th day of January, 2025.**

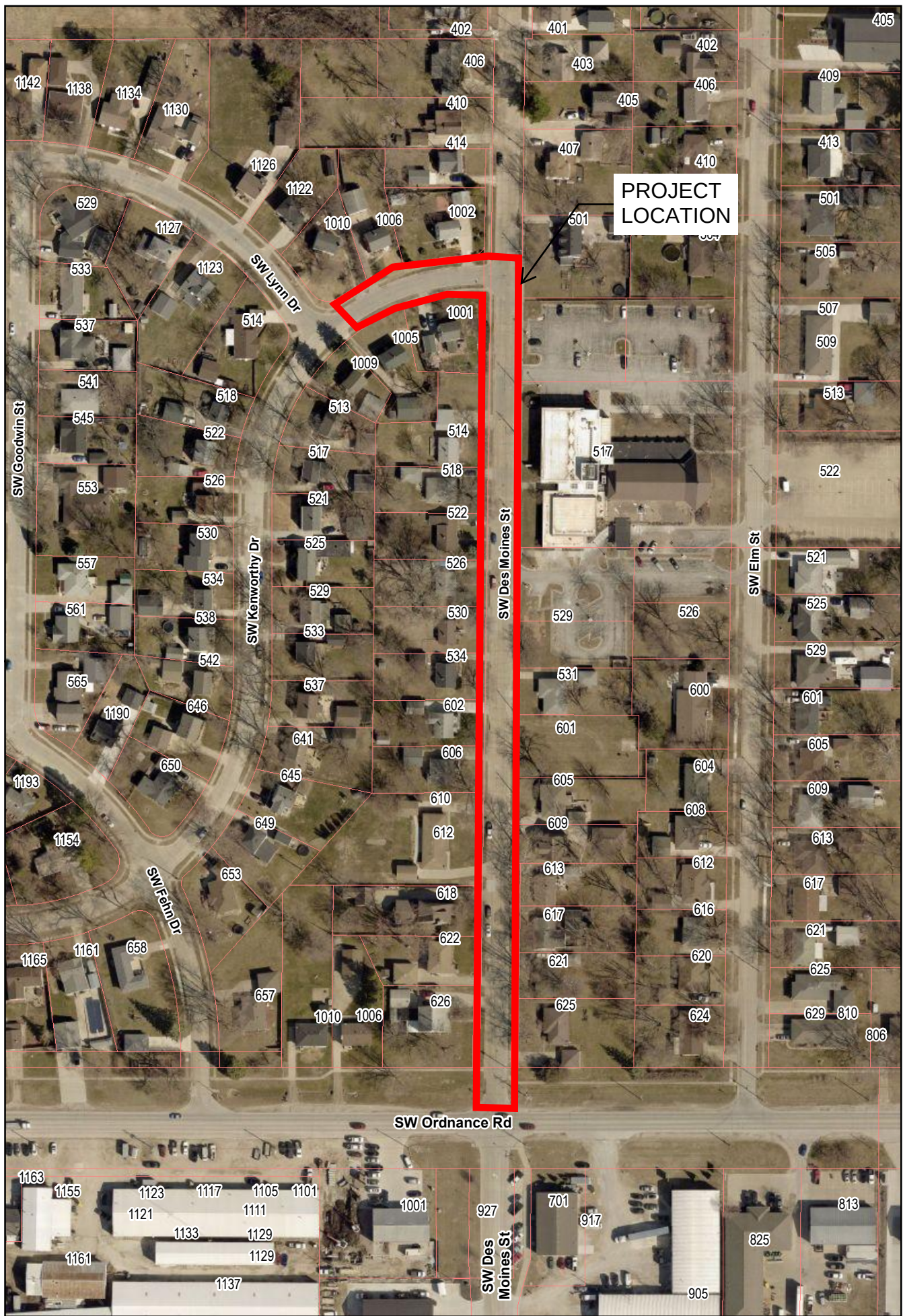
Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **8th day of January, 2025.**

Published in the Des Moines Register the **17th day of January, 2025.**



PROJECT
LOCATION

1 in = 167 ft
Date: 1/17/2024



SW Des Moines St. Utility Improvement
Map is for Locational Purposes Only.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** ordering construction on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/28/25 @ 10:30 A.M. / date of hrg: 2/3/25 @ 5:30 P.M.)

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The action before the Council is the adoption of a Resolution regarding the NW Irvinedale Drive & NW 18th Street Intersection Improvements project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and enhancement of payment; and setting a date for the filing of bids on the project.

The NW Irvinedale Drive & NW 18th Street Intersection Improvements project includes reconstruction of the intersection to provide dedicated left-turn lanes, right-turn lanes, and an urban cross section from approximately 500 feet west to 475 feet east of NW Irvinedale Drive along NW 18th Street, and 650 feet south to 750 north of NW 18th Street along NW Irvinedale Drive. The project also includes temporary pavement to transition the north and south limits of NW Irvinedale Drive from the existing rural to the proposed urban cross section.

The construction improvements include approximately 12,000 SY of 9" thick PCC Class C-SUD street pavement, 1,600 SY of 7" thick PCC Class C-SUD street pavement, 2,300 LF of storm sewer, 3,750 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, traffic signal, fiber optic infrastructure, pavement markings, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, mast-arm mounted street name signs, ATC

48VDC cabinet with controller, conflict monitor, and accessories, and fiber optic cable for contractor installation.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than March 31, 2025 and no later than April 14, 2025. The contractor will have 100 Working Days to fully complete Stage 1 and 40 Working Days to fully complete Stage 2. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 6, 2025
2. Post Notice to Bidders and Notice of Public Hearing: January 8, 2025
3. Publish Notice to Bidders and Notice of Public of Hearing: January 17, 2025
4. Bid Opening (10:30 A.M., Public Services Building): January 28, 2025
5. Public Hearing and Contract Award: February 3, 2025

(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost, and enhancement of payment; review bids, award contract, and approve contract and bonds.)

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as January 28, 2025 and setting the public hearing date as February 3, 2025 for the NW Irvinedale Drive & NW 18th Street Intersection Improvements project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on January 8, 2025 and to be published in the Des Moines Register on January 17, 2025.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This project is included in the City's current Capital Improvement Program with construction scheduled for 2025.

PUBLIC OUTREACH EFFORTS

A project information meeting was held on October 17, 2024. During construction, property owners and residents will be updated via letters.

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Notice to Bidders and Notice of Public Hearing
3. Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NW IRVINEDALE DRIVE & NW 18TH STREET INTERSECTION IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE NW IRVINEDALE DRIVE & NW 18TH STREET INTERSECTION IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NW Irvinedale Drive & NW 18th Street Intersection Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract, estimate of cost and enhancement of payment may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NW Irvinedale Drive & NW 18th Street

Intersection Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The NW Irvinedale Drive & NW 18th Street Intersection Improvements project includes reconstruction of the intersection to provide dedicated left-turn lanes, right-turn lanes, and an urban cross section from approximately 500 feet west to 475 feet east of NW Irvinedale Drive along NW 18th Street, and 650 feet south to 750 north of NW 18th Street along NW Irvinedale Drive. The project also includes temporary pavement to transition the north and south limits of NW Irvinedale Drive from the existing rural to the proposed urban cross section.

The construction improvements include approximately 12,000 SY of 9" thick PCC Class C-SUD street pavement, 1,600 SY of 7" thick PCC Class C-SUD street pavement, 2,300 LF of storm sewer, 3,750 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, traffic signal, fiber optic infrastructure, pavement markings, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to January 28, 2025, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on February 3, 2025, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public

hearing on the plans, specifications, form of contract, estimate of costs and enhancement of payment for the project, the hearing to be at 5:30 P.M. on February 3, 2025.

PASSED AND APPROVED this 6th day of January, 2025.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

NW IRVINEDALE DRIVE & NW 18TH STREET INTERSECTION IMPROVEMENTS
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), estimated cost, and enhancement of payment for the **NW Irvinedale Drive & NW 18th Street Intersection Improvements** project at its meeting at **5:30 P.M. on the 3rd day of February, 2025**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the City of Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **28th day of January, 2025**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 28th day of January, 2025**, in said City of Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 3rd day of February, 2025**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than March 31, 2025 and no later than April 14, 2025**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2025.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-963-3520 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

NW IRVINEDALE DRIVE & NW 18TH STREET INTERSECTION IMPROVEMENTS

The NW Irvinedale Drive & NW 18th Street Intersection Improvements project includes reconstruction of the intersection to provide dedicated left-turn lanes, right-turn lanes, and an urban cross section from approximately 500 feet west to 475 feet east of NW Irvinedale Drive along NW 18th Street, and 650 feet south to 750 north of NW 18th Street along NW Irvinedale Drive. The project also includes temporary pavement to transition the north and south limits of NW Irvinedale Drive from the existing rural to the proposed urban cross section.

The construction improvements include approximately 12,000 SY of 9" thick PCC Class C-SUD street pavement, 1,600 SY of 7" thick PCC Class C-SUD street pavement, 2,300 LF of storm sewer, 3,750 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, traffic signal, fiber optic infrastructure, pavement markings, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

Stage 1:

The Contractor shall fully complete Stage 1 of the overall project within one hundred (100) working days. Full completion for Stage 1 shall be defined as all utility, grading, pavement, and traffic signal construction completed; with the new pavement markings and signs installed; new streets, driveways, and sidewalks fully open to traffic; new traffic signal fully operational; fiber optic work noted below completed; and permanent surface restoration and punch list items completed. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to fully complete Stage 1 in this timeframe, liquidated damages of **Two Thousand Dollars (\$2,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

An enhancement of payment in the amount of Fifty Thousand Dollars (\$50,000.00) will be issued to the Contractor if full completion for Stage 1 is achieved within one hundred (100) working days AND the work is completed on or before Friday, August 22, 2025.

The Contractor shall fully complete all work associated with Plan Sheets N.8 through N.12 of the project no later than Tuesday, June 10, 2025. Full completion shall be defined as installation of all conduit, handholes, associated equipment, and cable as noted in the Contract Documents. Should the Contractor fail to fully complete Plan Sheets N.8 through N.12 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).

No enhancement of payment will be issued to the Contractor for work associated with Plan Sheets N.8 through N.12 should it be completed on or before Tuesday, June 10, 2025.

Stage 2:

The Contractor shall fully complete Stage 2 of the overall project within forty (40) working days. Full completion for Stage 2 shall be defined as all utility, grading, and pavement construction completed; with the new pavement markings and signs installed; new streets, driveways, and sidewalks fully open to traffic; permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to fully complete Stage 2 in this timeframe, liquidated damages of **Two Thousand Dollars (\$2,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

An enhancement of payment in the amount of Twenty-Five Thousand Dollars (\$25,000.00) will be issued to the Contractor if full completion for Stage 2 is achieved within forty (40) working days AND the work is completed on or before Friday, October 10, 2025.

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **6th day of January, 2025.**

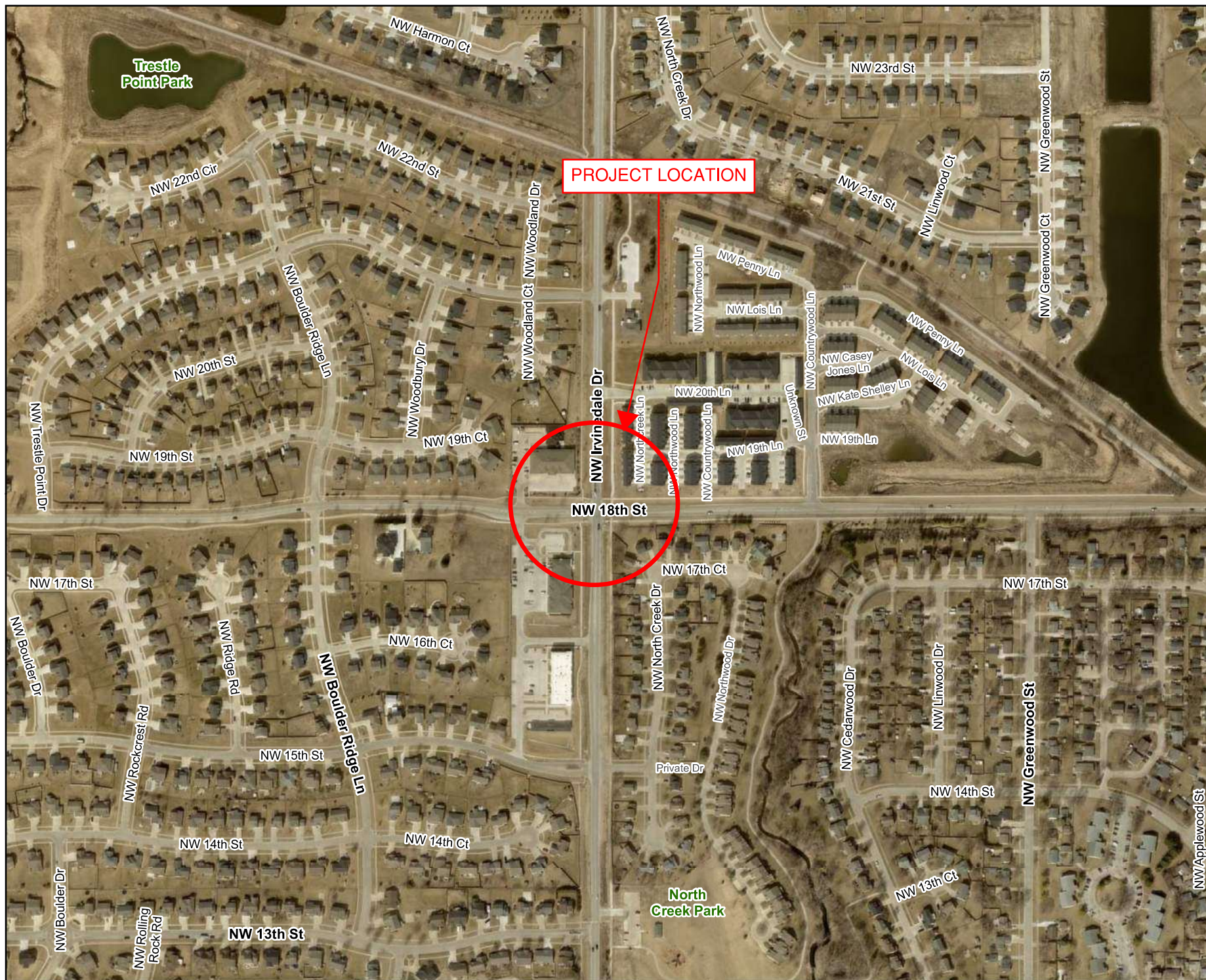
Bobbi B. Bentz, Mayor

ATTEST:

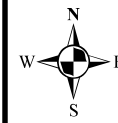
Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **8th day of January, 2025.**

Published in the Des Moines Register the **17th day of January, 2025.**



1 in = 440 ft
Date: 4/12/2023



NW Irvinedale Dr & NW 18th St Improvements
Map is for Locational Purposes Only.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** approving the appointment of Michael Schrock as Interim City Manager.

ORIGINATING DEPARTMENT

Human Resources

COUNCIL GOAL

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

Ankeny City Manager David Jones has resigned his position, effective 5 p.m. on Thursday, January 23, creating a vacancy in that position. As such an Interim City Manager will need to be appointed until such time as the City Council appoints a permanent City Manager. Chapter 19 of the Ankeny Municipal Code governs the appointment of the City Manager position. The attached resolution appoints Assistant City Manager Mike Schrock as Interim City Manager. Mr. Schrock has more than three years of experience as Assistant City Manager in Ankeny, is substantively involved in day-to-day operations, and has served for 12 years as a City Manager in Iowa as part of a public administration career that spans more than 20 years. He has a master's degree in Public Administration. Mr. Schrock will receive an additional \$2,000 per two-week pay period in base salary during his term as Interim City Manager.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Interim City Manager

RESOLUTION

RESOLUTION APPROVING THE APPOINTMENT OF MICHAEL SCROCK AS INTERIM CITY MANAGER

WHEREAS, the City Council received the written resignation of City Manager David Jones, which resignation is effective at 5 p.m. on January 23, 2025; and

WHEREAS, the City Council believes that it is in the best interest of the City to take time to hire a new City Manager; and

WHEREAS, Michael Schrock is currently employed by the City as the Assistant City Manager; and

WHEREAS, until such time as a new City Manager is hired the City Council desires to employ the services of Michael Schrock as Interim City Manager; and

WHEREAS, Michael Schrock has agreed to accept the City's offer to serve as Interim City Manager; and

WHEREAS, the City Council of the City of Ankeny, Iowa has agreed to pay Michael Schrock an additional \$2,000 in base salary per bi-weekly pay period for performing the services of City Manager; and

WHEREAS, upon the appointment of a permanent City Manager, Michael Schrock shall be returned to his position as Assistant City Manager; and

WHEREAS, the City Council of the City of Ankeny, Iowa believes it to be in the best interest of the City to appoint an Interim City Manager; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that Michael Schrock is hereby appointed as Interim City Manager for the City of Ankeny, Iowa, effective January 23, 2025.

PASSED, ADOPTED AND APPROVED this 6th day of January 2025.

Bobbi B. Bentz, Mayor

ATTEST: _____
Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Committees & Boards Annual Mayoral appointments of council and staff to serve on various committees and boards during 2025.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

The Mayor requests council approve the recommendations for representatives to the appointments of committees.

CITY MANAGER/STAFF RECOMMENDATIONS:

Staff recommends approval of resolutions making certain appointments for 2025.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

December 16, 2024: Council approved a selection of representatives.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to adopt **RESOLUTION** appointing council and staff to serve on various committees and boards for 2025.

Consider motion to adopt **RESOLUTION** amending appointments of a member and alternate member to the Polk County 911 Service Board.

Consider motion to adopt **RESOLUTION** appointing Ankeny's representatives to the Central Iowa Water Works Board and Committees.

Consider motion to adopt **RESOLUTION** appointing members and alternate members to the Polk County Emergency Management Commission.

ATTACHMENTS

1. 2025 RES - Mayor annual appointments
2. RES - Amended E911 Board members 2025
3. RES CIWW Appointees
4. RES EMA Commission

RESOLUTION 2025-XXX

A RESOLUTION APPOINTING ANKENY'S REPRESENTATIVES TO THE VARIOUS COMMITTEES AND BOARDS

BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the following are hereby designated and appointed as the City of Ankeny's representatives to listed Committees and Boards to serve at the pleasure of the council 12/31/2025.

Appointment	1st Rep	2nd Rep	1st Alt	2nd Alt
4-MI Creek watershed	Becky Ford		Mark Mueller	
Ankeny Sports Foundation	Joe Ruddy			
BRAVO	Jeff Perry			
Chamber of Commerce	Bobbi Bentz	Derek Lord		
City/School Subcommittee	Bobbi Bentz	Todd Shafer	Kelly Stearns	
Community Education Advisory Committee	Jeff Perry	Joe Ruddy		
Convention & Visitors Bureau	Bobbi Bentz		Kelly Stearns	
Des Moines Area Regional Transit Authority	Todd Shafer		Kelly Stearns	
Des Moines Sister Cities Commission	Eric Baker			
Development Corp	Bobbi Bentz	Derek Lord		
Greater Des Moines Partnership	Bobbi Bentz			
Metro Advisory Council	Bobbi Bentz		Kelly Stearns	
Mid-Iowa Planning Alliance	Derek Lord			
MPO-Policy	Todd Shafer	Mike Schrock	Bobbi Bentz	
MPO-Technical	Amy Quartell	Mark Mueller	Adam Lust	
MPO - Executive	Todd Shafer			
Metro Waste Authority Board	Joe Ruddy			
Polk County Aviation Authority	Jeff Wangsness	Todd Ashby		
Polk County Joint 911	Darius Potts	Robert Chiappano		
Uptown Ankeny Association	Kelly Stearns		Derek Lord	
WRA - DSM Metro Wastewater Reclamation Authority	Joe Ruddy	Mike Schrock	Don Clark	
WRA Technical	Don Clark	Roger McFarland		

DATED this 6th day of January, 2025.

Bobbi B. Bentz, Mayor Pro Tem

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION 2025-xxx

**RESOLUTION AMENDING APPOINTMENTS OF A MEMBER AND ALTERNATE
MEMBER TO THE POLK COUNTY 911 SERVICE BOARD**

WHEREAS, the Polk County Joint 911 Service Board enables the orderly development, installation, and operation of 911 emergency telephone communications systems and other emergency 911 notification devices; and

WHEREAS, the Polk County Board of Supervisors shall maintain a Joint 911 Service Board; and

WHEREAS, each political subdivision having a public safety agency serving territory within the county is entitled to voting membership on the Joint 911 Service Board; and

Whereas, the Joint 911 Service Board shall annually submit a listing of members, to include the political subdivision they represent; and

WHEREAS, the board members shall be the liaison between their jurisdiction and the board.

NOW, THEREFORE, BE IT RESOLVED that Chief of Police, Darius Potts be appointed as the primary member; and

BE IT FURTHER RESOLVED that Deputy Chief of Fire, Robert Chiappano be appointed as an alternate member; and

BE IT FURTHER RESOLVED that the Member or Alternate Member attend the Board meetings on behalf of behalf of The City of Ankeny.

PASSED AND APPROVED this 6th day of January, 2025.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION 2025-

A RESOLUTION APPOINTING ANKENY'S REPRESENTATIVES TO THE CENTRAL IOWA WATER WORKS BOARD AND COMMITTEES

WHEREAS, the City Council of the City of Ankeny, Iowa on January 2, 2024 approved the 28E/F Agreement authorizing Ankeny to enter into a multi-agency for the as a founding agency of the Central Iowa Water Works (CIWW); and

WHEREAS, membership to the CIWW requires the appointment of a board trustee by the Mayor, subject to approval by the City Council; and

WHEREAS, membership to the CIWW allows for the appointment of a board trustee alternate by the Mayor, subject to approval by the City Council; and

WHEREAS, membership to the CIWW requires the appointment of certain committee members and alternates by the Mayor, subject to approval by the City Council; and

WHEREAS, the City Council of the City of Ankeny, Iowa, designated and appointed City of Ankeny's representatives to the Central Iowa Water Works Board and Committees, to serve at the pleasure of the City Council in 2024.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the following should be and are hereby designated and appointed as the City of Ankeny's representatives to the CIWW Board of Trustees, CIWW Long Range Planning and Capital Improvements Committee, and the CIWW Technical Committee, to serve at the pleasure of the City Council effective on January 25, 2025.

Board of Trustees:

Primary Representative: Mike Schrock

Alternate Representative: Jeff Perry

Long Range Planning and Capital Improvements Committee:

Primary Representative: Don Clark

Alternate Representative: Shawn Buckner

Technical Committee:

Primary Representative: Don Clark

Alternate Representative: Shawn Buckner

DATED this 6th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION 2025-

A RESOLUTION APPOINTING MEMBERS AND ALTERNATE MEMBERS TO THE POLK COUNTY EMERGENCY MANAGEMENT COMMISSION

WHEREAS, the county boards of supervisors and city councils in each county shall cooperate with the Iowa Homeland Security and Emergency Management Department to establish a local emergency management commission to carry out the provisions Iowa Code Chapter 29C; and

WHEREAS, the commission shall be composed of a member of the Board of Supervisors, the Sheriff, and the Mayor from each city within the county; and

WHEREAS, a commission member may designate an alternate to represent the designated entity; and

WHEREAS, for any activity related to approval or amendment of the Commission's budget as addressed in section 29C.17, subsection 2, or chapter 24 of the Code of Iowa, participation shall be by a commission member or a designated alternate that is an elected official from the same designated entity; and

WHEREAS, the commission members shall be the operations liaison officers between their jurisdiction and the commission; and

WHEREAS, the commission shall meet regularly to determine the mission of its agency and program and provide direction for the delivery of the emergency management services of planning, administration, coordination, training, and support for local governments and their departments; and

WHEREAS, the commission shall coordinate emergency services in the event of a disaster;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that Mayor Bobbi Bentz be appointed as the Emergency Management Commission Member; and

BE IT FURTHER RESOLVED that Council Member Joe Ruddy be appointed as an Alternate Elected Member; and

BE IT FURTHER RESOLVED that Fire Chief Vance Swisher and Chief of Police Darius Potts be appointed as an Alternate Non-Elected Appointed Members; and

BE IT FURTHER RESOLVED that the Member and/or Alternate Member(s) attend the Commission meetings on behalf of The City of Ankeny, Iowa.

DATED this 6th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Ord 2189 An Ordinance vacating an Ingress/Egress Easement associated with Siena Hills Plat 7, Lot 1.

ORIGINATING DEPARTMENT

City Clerk

COUNCIL GOAL

Ensure Economic Vitality

ACTION REQUESTED

Ordinance – 2nd Reading

LEGAL

EXECUTIVE SUMMARY

This easement was originally platted with the intent of a future "frontage road" that is no longer warranted. This property will be developed by a single owner, so no public ingress/egress easement is necessary.

CITY MANAGER/STAFF RECOMMENDATIONS:

Accept second consideration of Ordinance 2189 vacating an Ingress/Egress Easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal Publication and notification.

ACTION REQUESTED

Consider motion to accept second consideration of ORDINANCE 2189.

ATTACHMENTS

1. Ordinance 2189 - Vacate Siena Hills Plat 7
2. Vacation Exhibit
3. Aerial Map

4. Applicant Letter

WHEN RECORDED RETURN TO:

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

Preparer Information: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023 Phone: 515-963-3556

ORDINANCE 2189

**AN ORDINANCE VACATING AN INGRESS/EGRESS EASEMENT ASSOCIATED WITH SIENA HILLS PLAT 7
LOT 1**

WHEREAS, pursuant to notice published in the manner required by law, on the 16th day of December, 2024, this Council held a public hearing on a proposal to vacate an Ingress/Egress Easement as shown on the attached Exhibit “A”;

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 attached exhibit
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 21st day of January 2025.

Bobbi B. Bentz, Mayor

Attest:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2025**

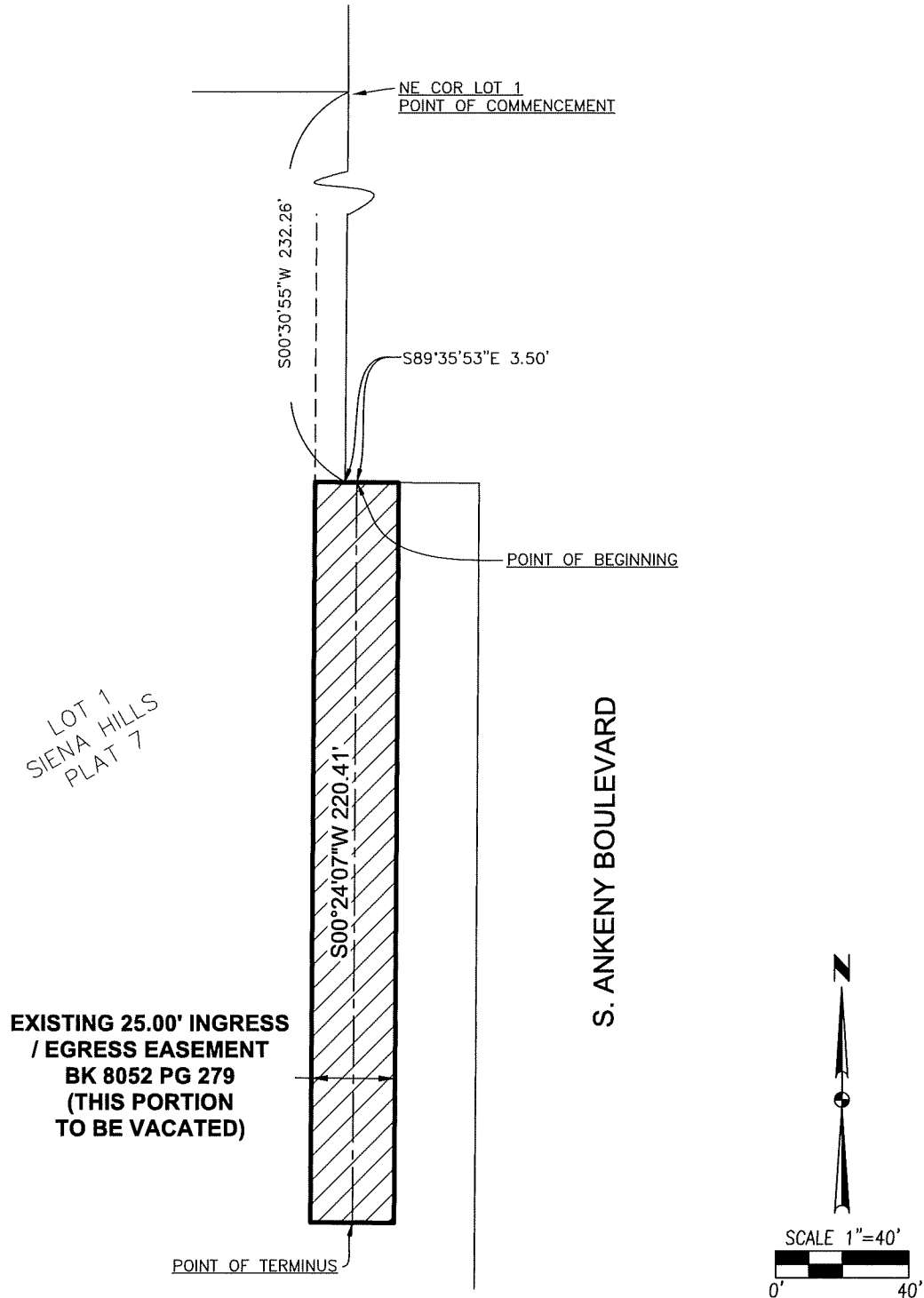
**1st Con 12/16/24 (P.Hrg.)
2nd Con 01/06/25
3rd Con 01/21/25**

EXHIBIT 'A' - EASEMENT VACATION PLAT

INGRESS / EGRESS EASEMENT VACATION DESCRIPTION

A PART OF LOT 1, SIENA HILLS PLAT 7, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 25.00-FOOT-WIDE EASEMENT VACATION BEING 12.50 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°30'55" WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 232.26 FEET; THENCE SOUTH 89°35'53" EAST ALONG SAID EASTERLY LINE, 3.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°24'07" WEST, 220.41 FEET TO THE POINT OF TERMINUS. SAID EASEMENT VACATION CONTAINS 0.13 ACRES (5,510 SQUARE FEET).





1 inch = 278 feet

Date: 10/15/2024

**Siena Hills Plat 7 Lot 1
Ingress/Egress Easement Vacation**





6900 Westown Parkway
West Des Moines, Iowa 50266
www.hubbellrealty.com
515-243-3228
FAX 515-280-2000

10/29/2024

City of Ankeny
Attn: Ryan Kirschman
1250 SW District Dr
Ankeny, Iowa 50023

RE: Siena Hills

Ryan,

This letter is intended to accompany our submittal to the City of Ankeny for the vacation of an existing ingress/egress at 2840 S Ankeny Blvd within the Siena Hills PUD.

Attached with this letter is the City vacation and conveyance application, \$400 fee, and the legal description and exhibit for the easement being vacated.

Once approved, we request that the City waits to record the vacation until after the sale of the property is completed and recorded. This ensures no legal changes to the parcel until after Hubbell Realty is the property owner.

Thank you,

Matt Weller
Vice President, Development

HUBBELL REALTY COMPANY
6900 Westown Parkway, West Des Moines, IA 50266
O: 515 280 2041 | M: 515 868 6874
matt.weller@hubbellrealty.com



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ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 6, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Request for Executive Session under Code Section 21.5.1 (j)

ORIGINATING DEPARTMENT

City Manager's Office

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (j) “to discuss the purchase or sale of particular real estate only where the premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property”.

Following adjournment of the Executive Session, Council may take action on any matter discussed during the Executive Session.

ATTACHMENTS

None