



ANKENY CITY COUNCIL

Regular Meeting

**Tuesday, July 5, 2022
5:30 PM**

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro-Tem

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

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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=OEFocWZGS0NYUmtnVHNxcWZFAk9Pd09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the July 5, 2022 Agenda:

Action# B1-1. Consider motion to approve and accept the July 5, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-55 A proposed amendment to the Zoning Regulations, Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development.

Action# C1-1. Consider motion to close Public Hearing 2022-55.

2. PH 2022-56 \$896,000 Master Services and Purchasing Agreement (General Fund)

Action# C2-1. Consider motion to close Public Hearing 2022-56.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none

E. APPROVAL OF CONSENT AGENDA:

- **Minutes**

- CA - 1** Approval of official council actions of the regular meeting of June 20, 2022, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Receive and file minutes of the Plan and Zoning Commission meeting of June 7, 2022.
- CA - 3** Receive and file minutes of the Park Board meeting of March 28, 2022.
- CA - 4** Receive and file minutes of the Library Board of Trustee meeting of May 19, 2022.

- **Licenses and Permits**

- CA - 5** Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.
- CA - 6** Consider motion to approve a new cigarette permit for ABC Smoke, 1325 SW Oralabor Rd, Ankeny, IA from 07/05/2022 through 06/30/2023.

- **Finance/Budget**

- CA - 7** Consider motion to approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$16,500 with HR Green, Inc. for engineering services on the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.
- CA - 8** Consider motion to approve Change Order #13 increasing the contract amount by \$10,688.94 to Graphite Construction Group for additional construction services on the Ankeny Senior Community Center project.
- CA - 9** Consider motion to approve Change Order #6 increasing the contract amount by

\$49,080.00 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

- CA - 10** Consider motion to approve Payment #2 in the amount of \$5,766.50 to Absolute Concrete Construction Inc. for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
- CA - 11** Consider motion to approve Payment #3 in the amount of \$371,450.00 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.
- CA - 12** Consider motion to approve Payment #13 in the amount of \$12,187.20 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
- CA - 13** Consider motion to approve Payment #11 in the amount of \$4,646.25 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
- CA - 14** Consider motion to approve Payment #3 in the amount of \$19,691.45 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 15** Consider motion to approve Payment #3 in the amount of \$850.75 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.
- CA - 16** Consider motion to approve Payment #6 in the amount of \$3,102.25 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
- CA - 17** Consider motion to approve Payment #23 in the amount of \$20,377.48 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
- CA - 18** Consider motion to approve Payment #11 in the amount of \$89,753.67 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 19** Consider motion to approve Payment #16 in the amount of \$25,728.81 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 20** Consider motion to approve Payment #19 in the amount of \$18,312.45 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 21** Consider motion to approve Payment #15 in the amount of \$11,944.38 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
- CA - 22** Consider motion to approve Payment #30 in the amount of \$11,590.84 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
- CA - 23** Consider motion to approve Payment #4 in the amount of \$9,495.75 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.
- CA - 24** Consider motion to approve Payment #12 in the amount of \$247,648.85 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

- CA - 25** Consider motion to approve the July 5, 2022 Accounts Payable. (Finance Committee: J. Perry , Chp, J. Ruddy, T. Shafer)
- CA - 26** Consider motion to adopt a **RESOLUTION** authorizing the purchase of fiber optic cable for installation with 2023 capital improvement projects.
- CA - 27** Consider motion to adopt **RESOLUTION** authorizing the purchase of a mower for the Parks & Recreation Department (replace existing unit #653).
- CA - 28** Consider motion to receive and file the Adopted Annual Budget Document for Fiscal Year 2023.
- CA - 29** Consider motion to approve the award of the pest control agreement to Ridd-X Pest Control and authorize the Mayor to sign the Letter of Agreement.

- **Personnel Items - none**

- **Community Development Items**

- CA - 30** Consider motion to adopt **RESOLUTION** accepting final plat, performance and maintenance bonds for public improvements, platted easements, cost share request for water main upsizing, restrictive covenants, park site dedication agreement, water and sanitary sewer connection fees, and sidewalk fee for Courtyards at Harvest Ridge Plat 4.
- CA - 31** Consider a motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main and sanitary sewer in the Courtyards at Harvest Ridge Plat 4.
- CA - 32** Consider motion to adopt **RESOLUTION** accepting final plat, minimum protection elevations, warranty deed for streets, and platted easements for Trestle Ridge Estates Plat 6.

- **Engineering Items**

- CA - 33** Consider motion to approve an agreement for electric primary extension to serve a traffic signal at NW 36th Street & State Street - MidAmerican Energy Company
- CA - 34** Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main, sanitary sewer and storm sewer in Trestle Ridge Estates Plat 6.
- CA - 35** Consider motion to adopt **RESOLUTION** accepting maintenance bond for sanitary sewer in Trestle Ridge Estates Plat 6 Trunk Sewer Extension.
- CA - 36** Consider motion to adopt **RESOLUTION** accepting maintenance bond for paving in Trestle Ridge Estates Plat 6.
- CA - 37** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the removal of two trees for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (505 NE Lowell Drive - Reimers)
- CA - 38** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the removal of four trees for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (509 NE Lowell Drive - King)
- CA - 39** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1038 NE Aspen Circle - Bendezu)
- CA - 40** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the

NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1034 NE Aspen Circle - Sippel)

- CA - 41** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (Windsor Village Townhomes Association - Outlot X)
- CA - 42** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (Windsor Village Townhomes Association - Outlot Y)
- CA - 43** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1021 NE Fountain View Court - Stokka)
- CA - 44** Consider motion to adopt **RESOLUTION** accepting a proposal from Iowa Signal, Inc., in the amount of \$56,080.00 for the construction of Flashing Beacon and RRFB (Rectangular Rapid Flashing Beacon) Installation.
- CA - 45** Consider motion to adopt **RESOLUTION** accepting roadway improvements and related public improvements at SW Snyder Boulevard and SW Oralabor Road Intersection.
- CA - 46** Consider motion to adopt **RESOLUTION** accepting traffic signal improvements and termination of associated development agreement for SW Snyder Boulevard and SW Oralabor Road Intersection Improvements.

- **Capital Improvement Projects**

- CA - 47** **Ankeny City Hall Renovation**: Consider motion to approve: a) The Architect's Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Happe Commercial, LLC in the amount of \$574,862.65; and c) Payment #7 Final in the amount of \$6,593.11, and a release of retainage in the amount of \$28,413.47. Retainage will be released in accordance with the terms of the contract.

- **Administrative Items**

- CA - 48** Consider motion to approve proposed Amendment No. 2 to the Professional Services Agreement between the City of Ankeny and Whitman, Requardt & Associates, LLP (WRA) for an evaluation of transit services, investment, and expectations.
- CA - 49** Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to enter into an amended contract with the Iowa Economic Development Authority and Kreg Enterprises, Inc.
- CA - 50** Consider motion authorizing the City of Ankeny to enter into a contract with CivicPlus for the City of Ankeny website.
- CA - 51** Consider motion to adopt **RESOLUTION** approving construction contract and bond with Brothers Cleaning Corporation, in the amount of \$112,905.00 for the Rock Creek Greenway Trail Improvements project.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-51

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-51

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Library Board of Trustees
- Heather Stephenson, 1910 SW 19th St, Ankeny, Iowa - term effective 7/5/2022 - 6/30/2026

Action# H1-1. Consider motion to accept Mayor's appointment of Heather Stephenson to the Library Board, effective 07/05/2022 through 06/30/2026.

- **Approval of Ordinances:**

1. Ord 2115 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending Section 41.10 throwing and shooting and adding a new Section 41.11 bow and arrow target shooting.

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2115.

2. Ord 2116 An Ordinance amending Chapter 152, Sidewalk Regulations, of the Municipal Code of the City of Ankeny, Iowa

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2116.

3. Ord 2117 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (PH 2022-55)

Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2117.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements
Notice of Intent to Commence a Public Improvement Project and to Acquire Property Interests

Action# J1-1.

Consider motion to adopt RESOLUTION fixing a date for hearing on intent to commence a public improvement and to acquire property interests for the SW Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project. (date of hrg: 8/1/22 at 5:30 P.M.).

2. \$896,000 Master Services and Purchasing Agreement (General Fund) (PH 2022-56)
Initiate Proceedings

Action# J2-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization and issuance of a master services and purchasing agreement payable from the general fund in the principal amount of \$896,000 for personal property for use by the city.

3. \$896,000 Master Services and Purchasing Agreement (General Fund) (PH 2022-56)

Action# J3-1. Consider motion to adopt RESOLUTION authorizing action for a master services and purchasing agreement payable from the general fund in the principal amount of \$896,000 for personal property for use by the city.

4. Government Agency Agreement for Automated License Plate Readers

Action# J4-1. Consider motion to adopt RESOLUTION approving the Government Agency Agreement for Automated License Plate Reader Services.

5. Proposed 2022 Prairie Ridge Aquatic Center - Resurfacing Project
Initiate Proceedings

Action# J5-1. Consider motion to adopt RESOLUTION ordering construction on the 2022 Prairie Ridge Aquatic Center - Resurfacing Project; and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 7/26/22 @ 10:30 A.M. / date of hrg: 8/1/22 @ 5:30 P.M.)

6. Proposed SW State Street Fiber Optic Relocation
Professional Services Agreement with HR Green, Inc.

Action# J6-1. Consider motion to approve the Professional Services Agreement with HR Green, Inc. for the design engineering and bidding phase services on the SW State Street Fiber Optic Relocation in an amount not to exceed \$30,957.40 and authorize the Mayor to execute said agreement.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- *Public Hearing - Notice of Intent - 8/1/22 @ 5:30 p.m.*
- *Public Hearing - 2022 Prairie Ridge Aquatic Center - Resurfacing - 8/1/22 @ 5:30 p.m.*
- *Regular Council Meeting - 8/15/22 @ 5:30 p.m.*
- *Regular Council Meeting - 9/6/22 @ 5:30 p.m.*

L. ADJOURNMENT

1. Request for Executive Session

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

Action# L1-1. 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”.

2. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2022-55: A proposed amendment to the Zoning Regulations, Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development.

EXECUTIVE SUMMARY:

The applicant, J. Larson Homes, LLC, requests to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. The area subject to the proposed rezoning consists of one parcel totaling 34.51 acres (+/-), and is located northeast of the intersection at NW 18th Street and NW Weigel Drive. The proposed rezoning generally aligns with The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, which indicates this property as Medium Density Residential (MDR).

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on June 7, 2022.

PUBLIC OUTREACH EFFORTS:

Legal publication notification.

The Plan & Zoning Commission held a public hearing on May 17, 2022.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-55.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 P&Z Minutes
 Staff Report
 Aerial Map
 Applicant Letter
 Rezoning Exhibit
 PUD Manual
 PUD Master Plan



PUBLIC HEARING 2022-55

5:30 P.M.

JULY 5, 2022

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY MOECKLY FAMILY FARM, LLC

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2117 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Moeckly Family Farm, LLC

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

TO: PUD, Planned Unit Development

Layman's Description – approximately 34.51 acres (+/-) located northeast of the intersection at NW 18th Street and NW Weigel Drive.

Notice of this hearing was published in the Des Moines Register on the 24th day of June, 2022 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 2022-55.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY MOECKLY FAMILY FARM, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT

WHEREAS, on the 17th day of May, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of June, 2022, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development; and

WHEREAS, on the 1st day of August, 2022, after due notice and hearing provided by law, the City Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 0°15'42" WEST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1262.18 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 18TH ST.; THENCE SOUTH 89°58'47" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 404.68 FEET; THENCE NORTH 0°34'09" EAST, 427.74 FEET; THENCE SOUTH 89°38'34" WEST, 249.00 FEET; THENCE SOUTH 0°34'17" WEST, 436.27 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 89°58'49" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 592.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.38 FEET, AND WHOSE CHORD BEARS NORTH 44°54'08" WEST, 35.43 FEET TO THE EAST RIGHT OF WAY LINE OF NW WEIGEL DR.; THENCE NORTH 0°12'58" EAST ALONG SAID EAST RIGHT OF WAY LINE, 1245.17 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°53'39" EAST ALONG SAID NORTH LINE, 1271.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.51 ACRES (1,503,235 S.F.). PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 34.51 acres (+/-) located northeast of the intersection
at NW 18th Street and NW Weigel Drive.

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

SECTION I. The Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, are hereby amended to rezone the above-described property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development.

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

SECTION III. EFFECTIVE DATE. This Ordinance shall be in effect upon its final passage and publication, as provided by law.

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

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN
THE DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022**

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

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, May 17, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Vice Chair T.Rapp called the May 17, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

PUBLIC HEARINGS

Item #5. J. Larson Homes, LLC request to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development

D.Silverthorn reported that the applicant, J. Larson Homes, LLC, requests to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. The area subject to the proposed rezoning consists of 34.51 acres, and is located northeast of the intersection at NW 18th Street and NW Weigel Drive. He stated the subject property is currently zoned R-1, One-Family Residence District. The properties to the north and east are zoned R-1, while properties to the south are zoned R-2, One-Family and Two-Family Residence District, restricted to single-family residential and the properties to the west are zoned R-3, Multiple-Family Residence District, restricted to 10 units/acre; and C-1, Neighborhood Retail Commercial District. D.Silverthorn stated that the proposed rezoning generally aligns with The Ankeny Plan 2040 Comprehensive Plan Future Land Use Map, which indicates this property as Medium Density Residential. He presented the current Future Land Use Map and said the land use designations are consistent with what would be around major collector and minor arterial streets. He noted examples of what type of housing you would typically see in Medium Density Residential areas. He stated that the purpose of the proposed rezoning to PUD is to facilitate single-family detached residential development that would otherwise not be allowed in the R-3 zoning district due to smaller lot widths, lot areas, and setbacks. He shared that the applicant is requesting 50-foot lot widths and 5,000 square foot lot areas. D.Silverthorn presented the PUD Master Plan, which generally outlines the plan for development and said that final designs are determined and approved during the final platting process. He explained that the PUD manual provides information on bulk regulations, architectural character, landscape screening, stormwater management, and utility services. The building elevations that are provided represent one- to two-story houses to be constructed with varying building materials, colors, and roof pitches. He said the developer has submitted rezoning petition owner signatures consisting of 100% of the land area subject to the rezoning, legal notifications were sent to surrounding property owners and published in the Des Moines Register and signage was posted on the property. D.Silverthorn addressed the correspondence that was received regarding this request; and noted that a petition from multiple surrounding property owners stated opposition to the rezoning, specifically asking that the lot widths be 65-foot not 50-foot as presented. He presented a map to the Commission of the proposed rezoning area, which specifically highlighted the parcels of the surrounding property owners who signed the submitted petition. Staff will present a complete staff report and recommendation at the next Plan and Zoning Commission meeting.

T.Flack asked if staff could provide examples of where within the City of Ankeny there are 50-foot lot widths. E.Jensen responded that staff will include that in their staff report.

A.Renaud inquired whether the withdrawal of the petition that was received, changed the percentage and how that affects this request. D.Silverthorn responded that the petitions as submitted were to initiate the process. The property owner who withdrew came after the process had been started, the publications were in place, so the public hearing had to be held.

Brent Culp, Snyder & Associates, 2727 SW Snyder Boulevard, representing John Larson, J. Larson Homes, LLC for the Brandywine PUD development. He stated that when their process for development begins they refer to the comprehensive plan to find out what the city's plans are for the property. He said with this project, they began with Medium Density Residential and then asked their client what their desires were for this development. He shared that with MDR designation allowing up to 12 dwelling units per acre, a developer is able to get 10-12 townhomes

per acre on the property. He said they first looked at the west half of this development being townhomes and the east half, single family. Brent Culp said that the reasoning for the change in how they wanted to develop the property was due to the number of townhomes that already, or will be, surrounding this property. The decision was made to look at single family, Medium Density Residential. Brent Culp presented the Master Plan for the development, which showed single family, 50-foot wide lots. He noted that this change would get them 3.6 building units per acre, which is much better than 10-12 townhomes per acre. He commented that John Larson felt that it is a strong market for this product, especially with interest rates. He shared that they did complete a traffic impact study for this project. He provided information on roadways, utilities, and stormwater. He asked the Commission if they had any questions.

Dave Harmon, 1616 NW Pineview Circle, said he was representing the neighbors. He shared that he dropped off a petition, which was presented to the Commission. He said they are concerned with the size of the lots and the size of the houses that would be built across from their homes with this PUD. He stated that they believe the values of their homes will drop with the smaller homes across the road. Dave Harmon stated that they would like the property to stay R-1 and keep the 65-foot wide lots. He said they have a great neighborhood and great homes in their neighborhood. They would like to see a change in the rezoning proposal.

T.Rapp asked staff to respond in their report whether smaller homes across the road adversely affect home values. E.Jensen said staff has provided information before on values but typically it has been about multi-family housing and how it impacts surrounding property owners. He said staff will do some research as there are many things that affect property values. T.Rapp said appraisals have changed from years past. T.Flack brought up that there is definitely an education piece that is important on the different lot sizes within R-1, R-2, and R-3 zoning designations and examples of existing neighborhoods would be good to have.

A.Renaud said with narrower lot sizes, it brings to question snow removal, snow storage and less on-street parking. She does understand the importance of affordable housing and a mix of housing, but would like to know the long-term implications from the Public Works department and does it create issues. R.Weisheit said he has observed area where the lots are smaller, there tends to be more cars being parked in the streets and it becomes an issue of congestion and safety. A.Renaud understands that with townhomes there are standards for additional parking but with the single family lots getting narrower, should there be additional standards for these types of developments. R.Weisheit asked staff if there has ever been a PUD that has allocated additional parking spots similar to a townhome development. E.Jensen said not for a single family detached development.

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

Vice Chair T.Rapp informed the audience that this item will be back before the Commission on June 7, 2022.

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, June 7, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the June 7, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS**Item #4. J. Larson Homes, LLC request to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development**

D.Silverthorn reported that the applicant, J. Larson Homes, LLC, requests to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. The area subject to the proposed rezoning consists of 34.51 acres, and is located northeast of the intersection at NW 18th Street and NW Weigel Drive. He stated the properties to the north and east are zoned R-1, while properties to the south are zoned R-2, One-Family and Two-Family Residence District, restricted to single-family residential and the properties to the west are zoned R-3, Multiple-Family Residence District, restricted to 10 units/acre; and C-1, Neighborhood Retail Commercial District. D.Silverthorn stated that the proposed rezoning generally aligns with The Ankeny Plan 2040 Comprehensive Plan Future Land Use Map, which indicates this property as Medium Density Residential. He presented the current Future Land Use Map and said the land use designations are consistent with what would be around major collector and minor arterial streets. He stated that the purpose of the proposed rezoning to PUD is to allow smaller lot widths than what would normally be allowed in an R-3 zoning district. Normally, the R-3 zoning district allows minimum lot widths of 65-feet and lot areas being 8,000 square feet; noting that the proposed rezoning to PUD would allow for 50-foot lot widths and lot areas of 5,000 square feet. D.Silverthorn presented the PUD Master Plan, explaining the general layout of the proposed development. He then provided detailed information to address the concerns that were raised by neighboring property owners and the Commission at the public hearing. The concerns were related to the smaller lot sizes, property values, off-street parking, and street maintenance/snow removal. He stated that the proposed rezoning from R-1, One-Family Residence District to PUD, Planned Unit Development to accommodate single-family detached residential dwellings with 50-foot minimum lot widths is consistent with The Ankeny Plan 2040 Comprehensive Plan, and is appropriate for the location at the intersection of NW 18th Street and NW Weigel Drive. City staff is recommending that the Plan and Zoning Commission recommend City Council approval of the request by J. Larson Homes, LLC, to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development.

R.Weisheit commented that he appreciated the analysis on the lot sizes and parking.

Brent Culp, Snyder & Associates, 2727 SW Snyder Boulevard, representing John Larson, J. Larson Homes, LLC said they would answer any questions the Commission may have. There were no further questions.

T.Flack said she still has concerns on the small lot sizes but would rather see the single-family homes to brake up the apartment/townhomes area. A.Renaud also appreciated the analysis presented by D.Silverthorn.

Motion by A.Renaud to recommend City Council approval of the request by J. Larson Homes, LLC to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. Second by T.Flack. All voted aye. Motion carried 6 – 0.



*Plan and Zoning Commission
Staff Report*

Meeting Date: June 7, 2022

Agenda Item: Brandywine PUD Rezoning – Action
Report Date: May 31, 2022
Prepared By: Derek Silverthorn *ESL*
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by J. Larson Homes, LLC, to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development.

Project Report

The applicant, J. Larson Homes, LLC, requests to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development.

The area subject to the proposed rezoning consists of one parcel totaling 34.51 acres (+/-), and is located northeast of the intersection at NW 18th Street and NW Weigel Drive. The subject property is currently zoned R-1, One-Family Residence District. Surrounding properties to the north and east are zoned the same, while properties to the south are zoned R-2, One-Family and Two-Family Residence District, restricted to single-family residential. Properties to the west are zoned R-3, Multiple-Family Residence District, restricted to 10 units/acre; and C-1, Neighborhood Retail Commercial District.

The proposed rezoning generally aligns with The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, which indicates this property as Medium Density Residential (MDR). The Comprehensive Plan considers Medium Density Residential as a density of 5 to 12 dwelling units per acre, which would most appropriately align with the R-3, Multiple-Family Residential Zoning District. PUDs exist to promote development by allowing greater flexibility than what is normally permitted. The purpose of the proposed rezoning to PUD is to facilitate single-family detached residential development that would otherwise not be allowed in the R-3 zoning district due to smaller lot widths, lot areas, and setbacks. The proposed rezoning would allow minimum lot widths of 50 feet and lot areas of 5,000 square feet; whereas standard R-3 regulations require minimum lot widths of 65 feet and lot areas of 8,000 square feet.

The PUD Master Plan outlines the general plan for development with tentative lot lines, public streets, utilities, and storm water detention areas; however, final designs will be determined and approved with final platting. The PUD manual discusses bulk regulations, architectural character, landscape screening to be provided along NW 18th Street and NW Weigel Drive, stormwater management, and utility services. Building elevations are provided to represent one- to two-story houses to be constructed with varying building materials, colors, and roof pitches.

The developer has submitted rezoning petition owner signatures consisting of 100% of the land area subject to the rezoning, exceeding the minimum required 50% of property owners; and 75.16% of the land area within 250' of the subject property—not including City of Ankeny or Polk County—encompassing five of 20 such property owners, and exceeding the minimum required 60% of surrounding property ownership.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the property on May 4, 2022; and a legal notice of the proposed rezoning was published on May 6, 2022. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage on the property to inform the public of the proposed change, as well as the time and place of the public hearing. The applicant posted the signage on Tuesday, May 10, 2022, providing the minimum required seven days of notification for the proposed rezoning before this public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed rezoning on May 17, 2022, and a complete recap of the public hearing can be found in the minutes from the meeting. The following issues, all specific to the proposed 50' minimum lot widths, were discussed:

Property Values

There is a shared concern among surrounding property owners that the smaller 50' lot widths and 5,000 square-foot lot areas will negatively impact their existing property values. While City staff has not found any relevant *local* studies to support the belief that new single-family residential development of smaller lot widths and lot areas will negatively impact neighboring single-family residential development on larger lots, staff has previously addressed similar concerns specific to new affordable multi-family development on neighboring single-family residential neighborhoods with findings from two studies.

The first is a study completed by the Family Housing Fund, a nonprofit organization, in the Twin Cities area of Minnesota, was completed in 2000 and updated in 2014. This study, titled *An Update Analysis of the Relationship Between Affordable Family Rental Housing and Home Values in the Twin Cities*, compared home sales prices across several cities, in the neighborhoods surrounding affordable housing before and after the developments were built. The second study was completed in February 2021 by the Kem C. Gardner Policy Institute at the University of Utah, and is titled *The Impact of High-Density Apartments on Surrounding Single-Family Home Values in Suburban Salt Lake County*.

Generally, these studies found that new residential development—even high-density affordable housing—does not negatively impact surrounding residential property values. Both studies concluded that these developments actually enhance surrounding residential property values; however, it should be noted that these are just two studies from two different markets—not the Des Moines/Ankeny market—and that property values are influenced by a multitude of factors, such as design, concentration, property management, and the surrounding neighborhood characteristics all have a role in the overall impact on property values. Ultimately, staff does not find legitimate reason that the proposed development would have a detrimental impact on existing neighboring residences.

On-Street Parking

Another concern expressed with smaller minimum lot widths is less availability of on-street parking between driveways. There are single-family residential developments across the community with 50' minimum lot widths, such as the Grove Landing PUD, Canyon Landing PUD, and Deer Creek PUD—which also provides 45' lot widths. In these developments, public on-street parking is still available despite narrower lot widths, which is further accommodated by City regulations on mailbox and fire hydrant placements.

Chapter 157 of the Ankeny Municipal Code regulates mailbox specifications and placements, requiring that all new residential developments constructed after the Ordinance amendment on December 20, 2021, except developments in R-1 and R-2 zoning districts, and which are situated on any public street, avenue, or other roadway that is maintained by the City and receive curbside delivery of mail, shall have cluster-style mailboxes. Any housing development constructed and already receiving mail service before the regulations

in this chapter are enacted is not required to have cluster-style mailboxes. Additionally, Cluster-style boxes shall be located on property lines on the same side as what the future no-parking areas will be. This provision removes all individual mailboxes located in newer, denser residential developments within R-3 or PUD zoning districts, such as the subject development.

In regard to fire hydrant locations along public streets, Chapter 180, Section 507.5.1 requires fire hydrants to be located at street intersections, or as approved by City, subject to the following spacing:

1. Residential: 400 foot; maximum coverage: 86,000 SF.
2. Commercial: 400 foot; maximum coverage: 86,000 SF.
3. No part of a proposed single-family dwelling or duplex shall be more than 250 feet from a hydrant unless said building is sprinklered.
4. No part of a multi-family, commercial or industrial building shall be more than 200 feet from a fire hydrant unless said building is fully sprinklered.

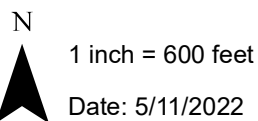
As noted above, it is typical for fire hydrants to be located near intersections, which would already prohibit on-street parking at these locations. When considering a normal neighborhood block length of 600 feet, one hydrant would also be located near the halfway point along the block, which would effectively remove one additional on-street parking space. Given the typical block length and various lot widths provided throughout Ankeny, Staff finds that there is a slight reduction in the amount of on-street parking available in neighborhoods that provide narrower lot widths. The table below outlines this data, and the highlighted row reflects the 50' minimum lot widths provided with the proposed development:

Typical Block Length	Lot Width Provided	Average Number of Lots	Typical Driveway Width	Block Feet Devoted to Driveways	Block Feet Available for Parking	Typical Parking Stall Length	Parking Spaces Available
600'	50'	12	20'	240'	360'	20'	18
600'	60'	10	20'	200'	400'	20'	20
600'	70'	8	20'	160'	440'	20'	22
600'	80'	7	20'	140'	460'	20'	23

In addition to 18 on-street parking stalls provided along a typical street block of a single-family residential development with 50' lot widths, each dwelling will also be provided two garage stalls, and two additional driveway parking spaces. With an average household size of 3.22 people in Ankeny, it appears that the average household would have adequate parking capacity on their property without utilizing on-street parking in normal day-to-day living.

Summary

The proposed rezoning from R-1, One-Family Residence District to PUD, Planned Unit Development to accommodate single-family detached residential dwellings with 50-foot minimum lot widths is consistent with The Ankeny Plan 2040 Comprehensive Plan, and is appropriate for the location at the intersection of NW 18th Street and NW Weigel Drive; therefore, City staff is recommending that the Plan and Zoning Commission recommend City Council approval of the request by J. Larson Homes, LLC, to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development.



Ankeny
bringing it all together.



April 15, 2022

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50021

RE: BRANDYWINE PUD
PART OF THE SE ¼, SW ¼ OF SEC. 9, T80N, R24W
S&A Project No. 121.1035.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of John Larson with J. Larson Homes, LLC, as applicant, we respectfully submit the rezoning amendment request for the Moeckly Family Farm, LLC property located east of NW Weigel Drive and north of NW 18th Street.

With this amendment, we are requesting the rezoning of approximately 34.51 acres from the current zoning designation of R-1: One-Family Residence District to proposed zoning designation of PUD: Planned Unit Development District. We are requesting this modification to allow for 50-foot wide single family detached residential lots

Attached are copies of the Rezoning Application form, Petitions for Rezoning, Rezoning Map, PUD Master Plan, and associated information. Please contact our office should you have any questions. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

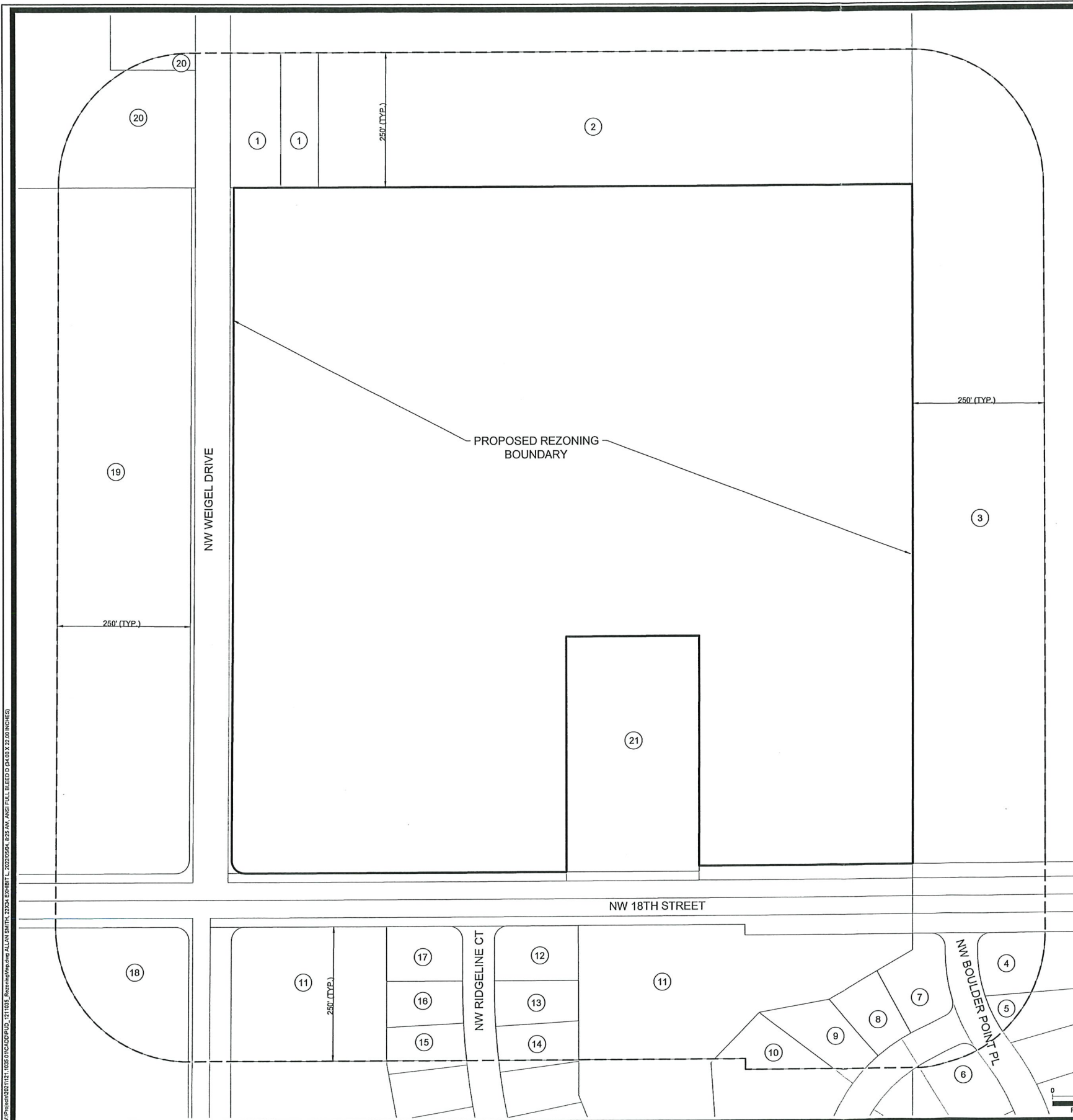
A handwritten signature in blue ink, appearing to read 'Brent K. Culp', is written over a light blue horizontal line.

Brent K. Culp

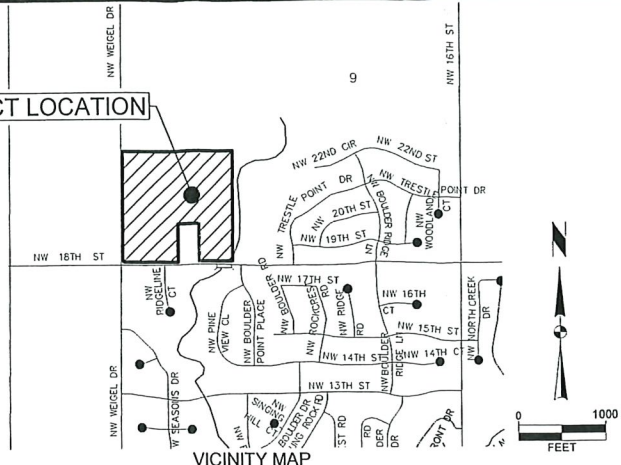
Enclosure

cc: John Larson, J. Larson Homes, LLC (w/enclosure emailed)
File (electronic)

VP:Project02071121.1035.F104CADD.PUD_171103E_RenamingMap.dwg ALLAN SMITH: 2204 EXHIBIT L 20220504 8:23 AM ANSI FULL BLEED 0.400 X 22.00 INCHES



PROJECT LOCATION



BRANDYWINE PUD

ANKENY, IOWA

ROLL CALL			
Plan & Zoning Commission			
Ankeny, IA			
Date	<u>June 7, 2022</u>		
Ayes	<u>6</u>	Nays	<u>0</u>
Abstain	<u>—</u>	Absent	<u>1</u>
APPROVED			
<u>G. Hunter</u>		Chairperson	
<u>B. Hughes</u>		Secretary	

Developed by

J. LARSON HOMES, LLC

PUD PLAN

APRIL 15, 2022

REVISED: MAY 12, 2022



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- Architectural Character
- Single Family Detached Elevations

4. SUPPORTING EVIDENCE

- Supporting Evidence Statement
- Vicinity Map and Rezoning Description
- Existing Topography/Drainage Areas
- FIRM Map
- Water Usage Calculations
- Traffic Impact Study

1. REZONING AMENDMENT REQUEST



May 6, 2022

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50021

RE: BRANDYWINE PUD RESUBMITTAL
PART OF THE SE ¼, SW ¼ OF SEC. 9, T80N, R24W
S&A Project No. 121.1035.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of John Larson with J. Larson Homes, LLC, as applicant, please find accompanying the revised PUD Master Plan, PUD Booklet and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of the documents. The plans illustrate a single family detached residential development on approximately 34.51 acres located east of NW Weigel Drive and north of NW 18th Street.

As requested, we have addressed all items of the Tech Review through plan modification and discussions with Staff. Please find accompanying the following items:

- 6 copies of the PUD Booklet,
- 6 Full Size PUD Master Plan,
- 6 Half Size Rezoning Map, and
- Comment Response Letter addressing Staff Comments.

If there are additional questions or comments on this project, please contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Brent K. Culp', is written over the printed name.

Brent K. Culp

Enclosure

cc: John Larson, J. Larson Homes, LLC (w/enclosure emailed)
File (electronic)



April 15, 2022

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50021

RE: BRANDYWINE PUD
PART OF THE SE ¼, SW ¼ OF SEC. 9, T80N, R24W
S&A Project No. 121.1035.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of John Larson with J. Larson Homes, LLC, as applicant, we respectfully submit the rezoning amendment request for the Moeckly Family Farm, LLC property located east of NW Weigel Drive and north of NW 18th Street.

With this amendment, we are requesting the rezoning of approximately 34.51 acres from the current zoning designation of R-1: One-Family Residence District to proposed zoning designation of PUD: Planned Unit Development District. We are requesting this modification to allow for 50-foot wide single family detached residential lots

Attached are copies of the Rezoning Application form, Petitions for Rezoning, Rezoning Map, PUD Master Plan, and associated information. Please contact our office should you have any questions. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Brent K. Culp

Enclosure

cc: John Larson, J. Larson Homes, LLC (w/enclosure emailed)
File (electronic)

Rezoning Application Form

Property Location (street address and/or boundary description):

Northeasterly corner of the intersection of NW 18th Street and NW Wiegel Drive, SE 1/4 of the SW 1/4 Section 9, T. 80 N., R. 24 W.Gross acreage of rezoning: 34.733 acresCurrent property zoning: R-1: One-Family Residence DistrictProposed property zoning: PUD: Planned Unit Development

Conditions:

None

Is property within Ankeny's corporate limits

☒ yes☐ no

Applicant/Contact Person:

Full Name: John LarsonCompany: J. Larson Homes, LLCAddress: 5721 Merle Hay Road, Suite 20City, State, Zip: Johnston, Iowa 50131

Office Phone: _____

Cell Phone: 515-491-4090E-mail: johnlarson89@gmail.com**Property Owner:** Steven L.Full Name: ~~Paula~~ MoecklyCompany: Moeckly Family Farm, LLCAddress: 4121 NW 110th AvenueCity, State, Zip: Polk City, Iowa 50226Office Phone: 515-250-4477

Cell Phone: _____

E-mail: _____

Attorney

Full Name: Bryan LoyaFirm Name: Wilson & Egge, PCAddress: 222 NW Sunrise Drive, Suite 222City, State, Zip: Waukee, Iowa 50263Office Phone: 515-369-2502

Cell Phone: _____

E-mail: bryan@wilsonlawfirm.comLand Surveyor/Engineer: Snyder and Associates, Inc.Address: 2727 SW Snyder Blvd.City, State, Zip: Ankeny, Iowa 50023Office Phone: 515-964-2020Cell Phone: 515-669-1419E-mail: bkculp@snyder-associates.com

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Ankeny, and have submitted all the required information.

Signed by: John W. LarsonDate: 4-11-22

(Applicant/Contact Person)

Note: No other signature may be substituted for the Property Owner's Signature

and: Steven L. MoecklyDate: 4-11-22

(Property Owner)

Original signatures are required

City of Ankeny

Page 3 of 6

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

See Attached Exhibit 'A'

request that said real estate be rezoned from its present classification of R-1 to PUD for the
purpose of allowing the following use(s):

Single Family Detached Residential Lots

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the
boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this
petition for the purpose of having the above described real estate rezoned from R-1 to PUD.

Parcel owner(s) signatures

Mosekly Family Farm LLC
(owner name)

Stacy L. Mosekly
(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

City of Ankeny

Page 5 of 6

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

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See Attached Exhibit 'A'

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Single Family Detached Residential Lots

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the
boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this
petition for the purpose of having the above described real estate rezoned from R-1 to PUD.

Parcel owner(s) signatures

(owner name)

(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner:

Address:

Signature:

Printed Name:

Date:

Title:

Property Owner:

Address:

Signature:

Printed Name:

Date:

Title:

City of Ankeny

Page 5 of 6

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

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purpose of allowing the following use(s):
Single Family Detached Residential Lots

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the
boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this
petition for the purpose of having the above described real estate rezoned from R-1 to PUD.

Parcel owner(s) signatures

(owner name) (Signature)

(owner name) (Signature)

Parcel owners within 250' of the above tract:

Property Owner: B & W Farms LLC

Address: 3512 NW 10th St Ankeny

Signature: David Harmon Date: 4-11-2022

Printed Name: David Harmon Title: manager

Property Owner: David Harmon

Address: 1616 NW Pine View Circle Ankeny

Signature: David Harmon Date: 4-11-2022

Printed Name: David Harmon Title: owner

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

See Attached Exhibit 'A'

request that said real estate be rezoned from its present classification of R-1 to PUD for the purpose of allowing the following use(s):
Single Family Detached Residential Lots

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from R-1 to PUD.

Parcel owner(s) signatures

(owner name) (Signature)

(owner name) (Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hardship Land L.L.C

Address: 303 Locust St. DSM, IA 50309

Signature: [Signature] Date: 3/14/22

Printed Name: Senor Hau Title: President

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

See Attached Exhibit 'A'

request that said real estate be rezoned from its present classification of R-1 to PUD for the purpose of allowing the following use(s):

Single Family Detached Residential Lots

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from R-1 to PUD.

Parcel owner(s) signatures

(owner name) (Signature)

(owner name) (Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hardship Land L.L.C

Address: 303 Locust St. DSM, IA 50301

Signature: [Signature] Date: 3/14/22

Printed Name: Sonny Hall Title: President

Property Owner: SCS ANKENY, LLC

Address: 4102 NW 18th STREET ANKENY, IA

Signature: [Signature] Date: 4/27/2022

Printed Name: ANTHONY RODRIGUEZ Title: AUTHORIZED REPRESENTATIVE

City of Ankeny

Page 5 of 6

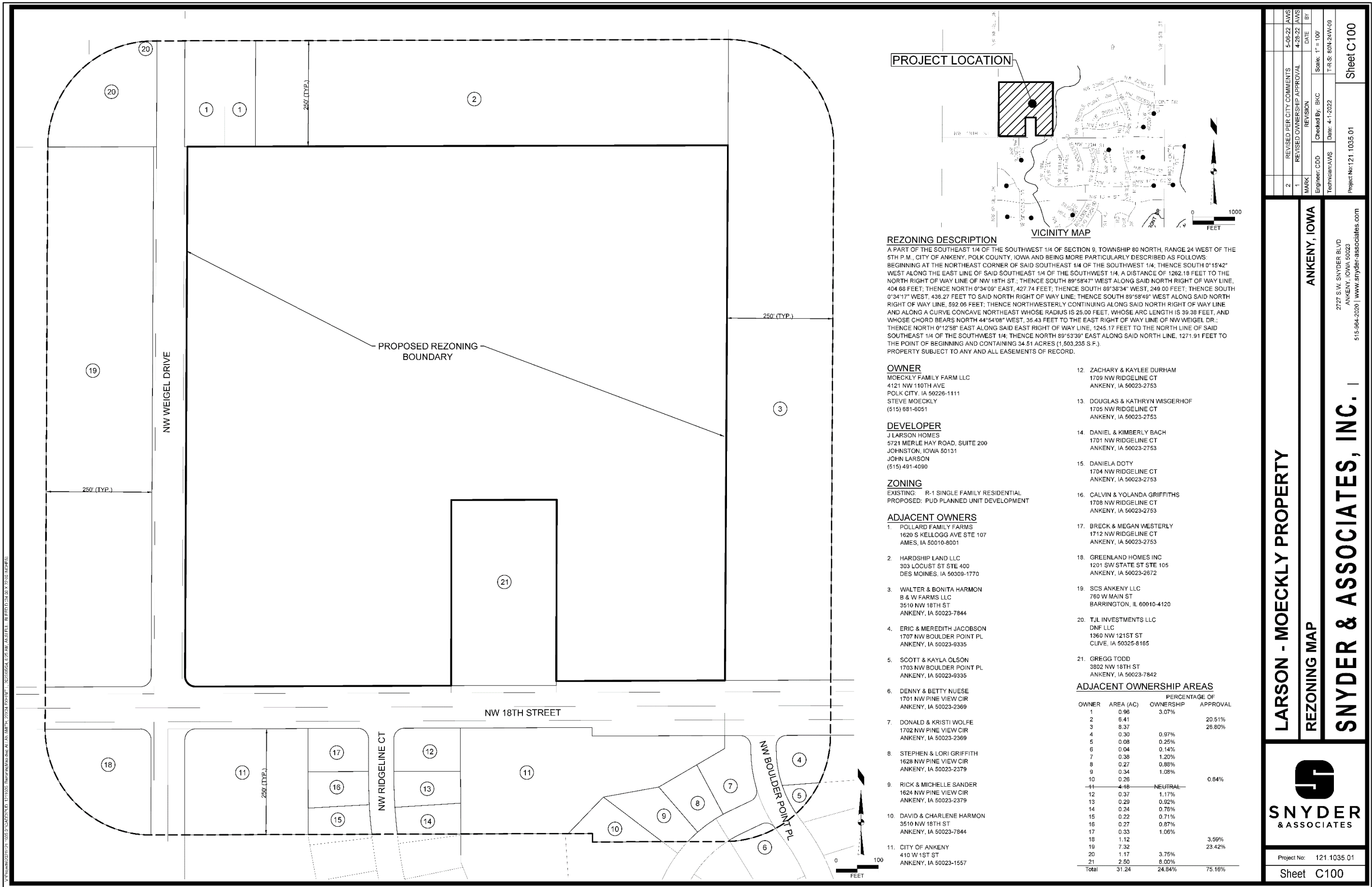
EXHIBIT 'A'

BRANDYWINE PUD REZONING DESCRIPTION

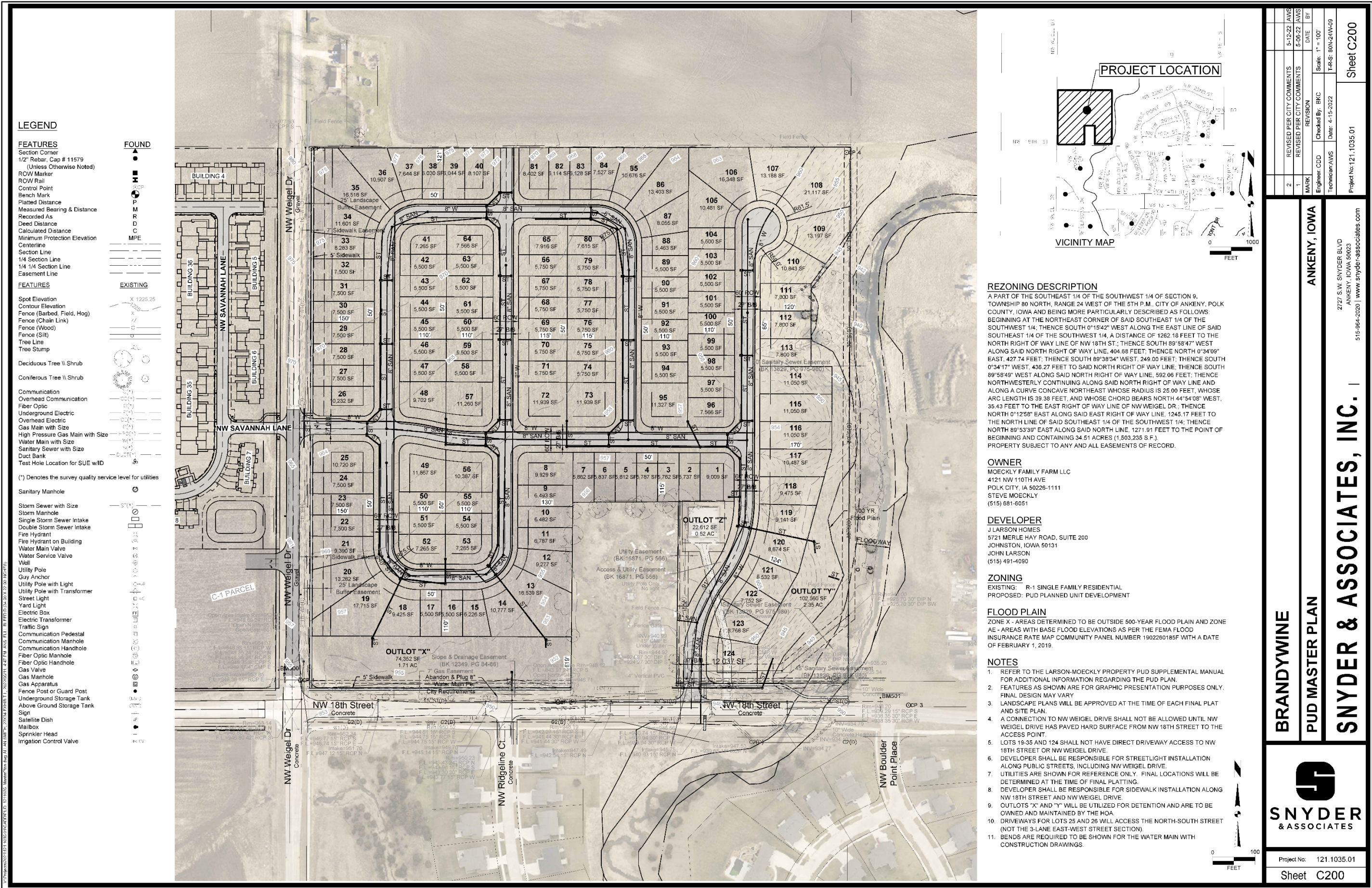
A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 0°15'42" WEST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1262.18 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 18TH ST.; THENCE SOUTH 89°58'47" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 404.68 FEET; THENCE NORTH 0°34'09" EAST, 427.74 FEET; THENCE SOUTH 89°38'34" WEST, 249.00 FEET; THENCE SOUTH 0°34'17" WEST, 436.27 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 89°58'49" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 592.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.38 FEET, AND WHOSE CHORD BEARS NORTH 44°54'08" WEST, 35.43 FEET TO THE EAST RIGHT OF WAY LINE OF NW WEIGEL DR.; THENCE NORTH 0°12'58" EAST ALONG SAID EAST RIGHT OF WAY LINE, 1245.17 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°53'39" EAST ALONG SAID NORTH LINE, 1271.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.51 ACRES (1,503,235 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



2. PUD PLAN EXHIBIT



3. BULK REGULATIONS

BRANDYWINE PUD BULK REGULATIONS

Single Family Detached Residential Lots

- Zoning items not addressed within these Bulk Regulations shall refer to City of Ankeny, R-3: Multiple Family Residence District zoning regulations.

Permitted Uses – Principal

- One-story, two-story, and one and one-half story homes with basements.

Permitted Uses – Accessory

- Rear yard setbacks for accessory buildings shall be a minimum of 5 feet. Side yard setbacks shall be a minimum of 3 feet. For double frontage lots the accessory building shall be set back to the front yard setback of 25 feet.

Area and Size Regulations

- The minimum lot area shall be 5,000 square feet.
- The single-family detached lots shall be a minimum 50 feet wide and have a minimum depth of 100 feet.
- Front yard setbacks along public streets shall be a minimum of 25 feet.
- Side yard setbacks shall be a minimum of 5 feet allowable on each side.
- Rear yard setbacks shall be a minimum of 20 feet for principal structures.
- Minimum finish area for the single-family homes shall be 1,000 square feet for a ranch plan and 1,150 square feet for one and one-half and two-story plans.
- Two parking stalls shall be provided for each residence.

BRANDYWINE PUD ARCHITECTURAL CHARACTER

RESIDENTIAL AREAS

The single family detached residential homes in the Brandywine PUD will feature a common traditional architectural element. The consistency in the homes will create a neighborhood feel while varying home elevations and features will help with curb appeal.

Key elements such as front porches, plan variety, alternated housing styles and colors, varying roof pitches, and quality-building materials combine to give the developer and the homeowners a successful combination. Acceptable building exteriors will include masonry (natural and/or manufactured brick or stone), vinyl, cedar, stucco, EIFS, Masonite, LP SmartSide, or Hardi-Plank siding. The roof of all homes shall be standard 3-tab or architectural type shingles. The same single family detached model elevations will not be constructed next to each other along the street frontages. The colors of the homes will be natural colors such as earth tones, greens, grays and muted yellows. Vibrant colors can be only used to accent building details, provided they add to the overall attractiveness and design of the home.

Typical elevations are shown for general character representation only. These do not reflect all the homes that will be constructed within the Brandywine PUD, they are meant to provide an idea of the character of the homes allowed within the development

ELEVATIONS



SINGLE FAMILY DETACHED ELEVATION



SINGLE FAMILY DETACHED ELEVATIONS



SINGLE FAMILY DETACHED ELEVATION



SINGLE FAMILY DETACHED ELEVATIONS



SINGLE FAMILY DETACHED ELEVATION



SINGLE FAMILY DETACHED ELEVATION



SINGLE FAMILY DETACHED ELEVATION



SINGLE FAMILY DETACHED ELEVATION



SINGLE FAMILY DETACHED ELEVATION



SINGLE FAMILY DETACHED ELEVATION



SINGLE FAMILY DETACHED ELEVATION



SINGLE FAMILY DETACHED ELEVATION

4. SUPPORTING EVIDENCE

BRANDYWINE PUD

SUPPORTING EVIDENCE STATEMENT

STORM WATER MANAGEMENT

This development generally drains from northwest to southeast outletting into Rock Creek located in the southeastern corner of the development. The existing homestead parcel separates the west half from the east half of the development drainage.

Initial review of the storm water detention will require two locations for basins. The west basin will be along NW 18th Street and be incorporated to enhance the bufferyard with additional separation along NW 18th Street. The east basin will be located along the Rock Creek corridor and will utilize the open area shown on the PUD Master Plan. The basins will provide water quality volume and water quantity volume for the development.

Storm sewers will generally be located on the south and west sides of the street systems with intermittent intakes along the curb lines to intercept storm water flows. The storm sewer will be public within the single family detached area.

Rock Creek is a FEMA regulated drainage channel. According to the mapping, the 100-year floodplain is within the southeasterly corner of the development. (See the attached drainage map and FIRM map.)

SANITARY SEWER

There is an existing WRA owned 30-inch trunk sanitary sewer that is located on the south edge of the development north of NW 18th Street. A new public 8-inch sanitary sewer is proposed to be installed in the center of the public street and extend through the development.

WATER MAIN

The existing 12-inch water main is located on the south side of NW 18th Street with an 8-inch stub extending north under NW 18th Street. The current plan is to abandon the existing stub on NW Ridgeline Court and drill under NW 18th Street at the easterly roadway and connect onto the 12-inch water main on the south side of NW 18th Street. This option will be further analyzed as the construction plan design proceeds. A proposed 8-inch water main will be extended through the development and connection to the 16-inch water main in NW Weigel Drive to provide for an internal loop within the development.

All new water mains will be public improvements and will provide water and fire protection for the interior lots of the development. The water main is proposed to be a public utility and will generally be located on the north and west sides of the street.

PUBLIC STREETS

Public streets proposed within the single family detached area are 27-feet back to back 7-inch thick roadway within a 60-foot wide right of way. At the NW 18th Street and NW Weigel Drive intersections the internal streets will be widened to allow for two outbound lanes with a single inbound lane.

An east bound left turn lane off of NW 18th Street is planned for construction during the initial phase of construction. The widening of the roadway is planned to occur to the north of the existing pavement. Reconstruction of two intakes will need to occur with this widening.

Driveways for Lots 25 and 26 will access the north/south street, not the new street located between them. All lots adjacent NW 18th Street and NW Weigel Drive will not have direct access onto those streets.

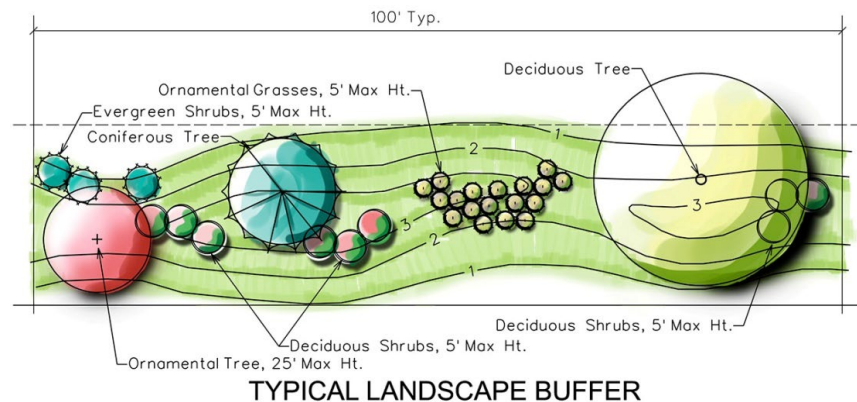
SIDEWALKS

Sidewalks (5-foot in width) are proposed along both sides of the public street within the public right-of-way in the single family detached area. These will be installed 1-foot inside of the right-of-way with the construction of the homes. A 5-foot sidewalk is also required along NW 18th Street and NW Weigel Drive.

SCREENING, OPEN SPACE AND LANDSCAPING

Proposed screening will meet the requirements of Chapter 194: Parking, Loading and Screening as well as the open space, landscaping and parking lot shading requirement of the Ankeny Zoning Ordinance.

A Type B Screen will be provided along NW 18th Street and NW Weigel Drive. The screen will be installed during the development of the public improvements for the corresponding area being platted. Below is an example of the typical landscape buffer that would be required along this length of property boundary. In locations where a berm will block or impede drainage, a 6-foot high opaque fence may be allowed to pass drainage beneath.



SIGNAGE

All proposed signs will conform to City of Ankeny sign requirements.

FRANCHISE UTILITIES

The gas main will be located in a gas easement located at the front of each lot. The electric, telephone, and cable television utilities are proposed along the front and potentially the rear of the lot within public utility easements.

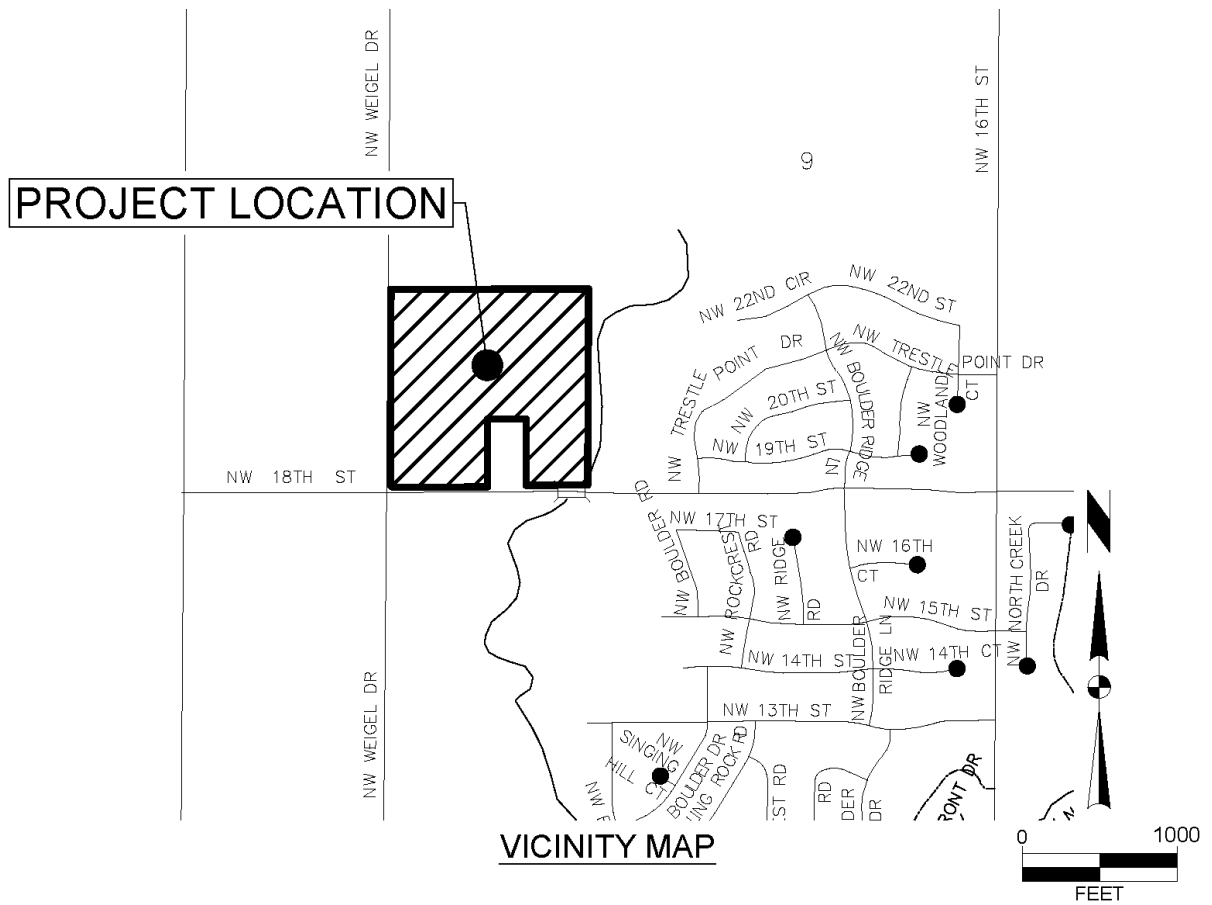
PARK SITE DEDICATION

Park site dedication is required for this development. The City of Ankeny allows payment in lieu of providing park area(s) within the project site. The Applicant will provide the payment option of \$12,000 / acre for the area required by the City. The development will include areas of open space within the project. These areas will include existing Rock Creek and the proposed detention areas.

LAND USE CATEGORY

The current Land Use Category is Medium Density Residential allowing up to twelve (12) units per acre. This maximum density may not be exceeded without a Land Use Plan Amendment.

VICINITY MAP AND REZONING DESCRIPTION



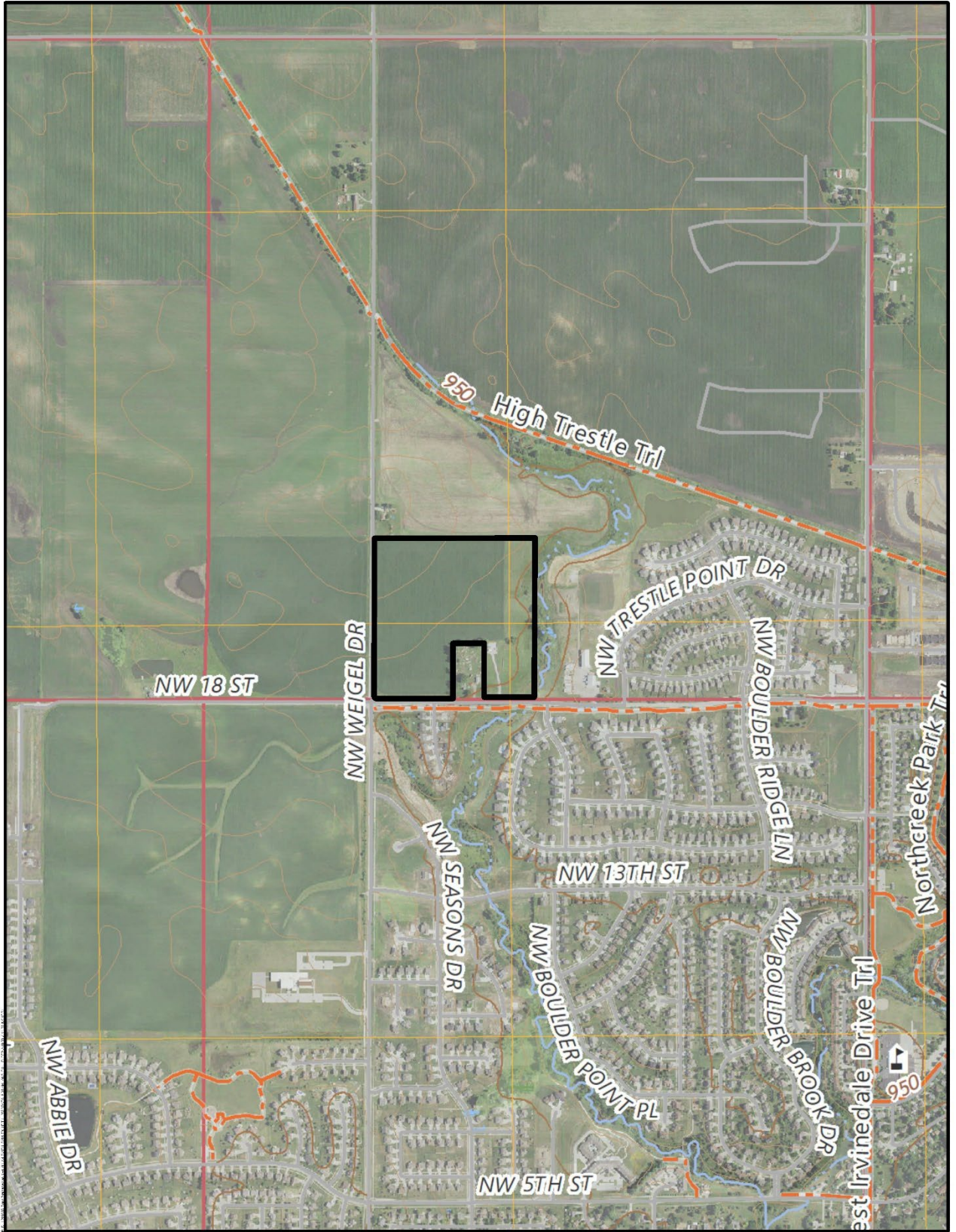
BRANDYWINE PUD REZONING DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9,
TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY,
POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS
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BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE
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WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.38 FEET, AND WHOSE
CHORD BEARS NORTH 44°54'08" WEST, 35.43 FEET TO THE EAST RIGHT OF WAY
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NORTH LINE, 1271.91 FEET TO THE POINT OF BEGINNING AND CONTAINING
34.51 ACRES (1,503,235 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EXISTING TOPOGRAPHY / DRAINAGE AREAS





SNYDER
& ASSOCIATES

0 1000



FEET



Brandywine PUD

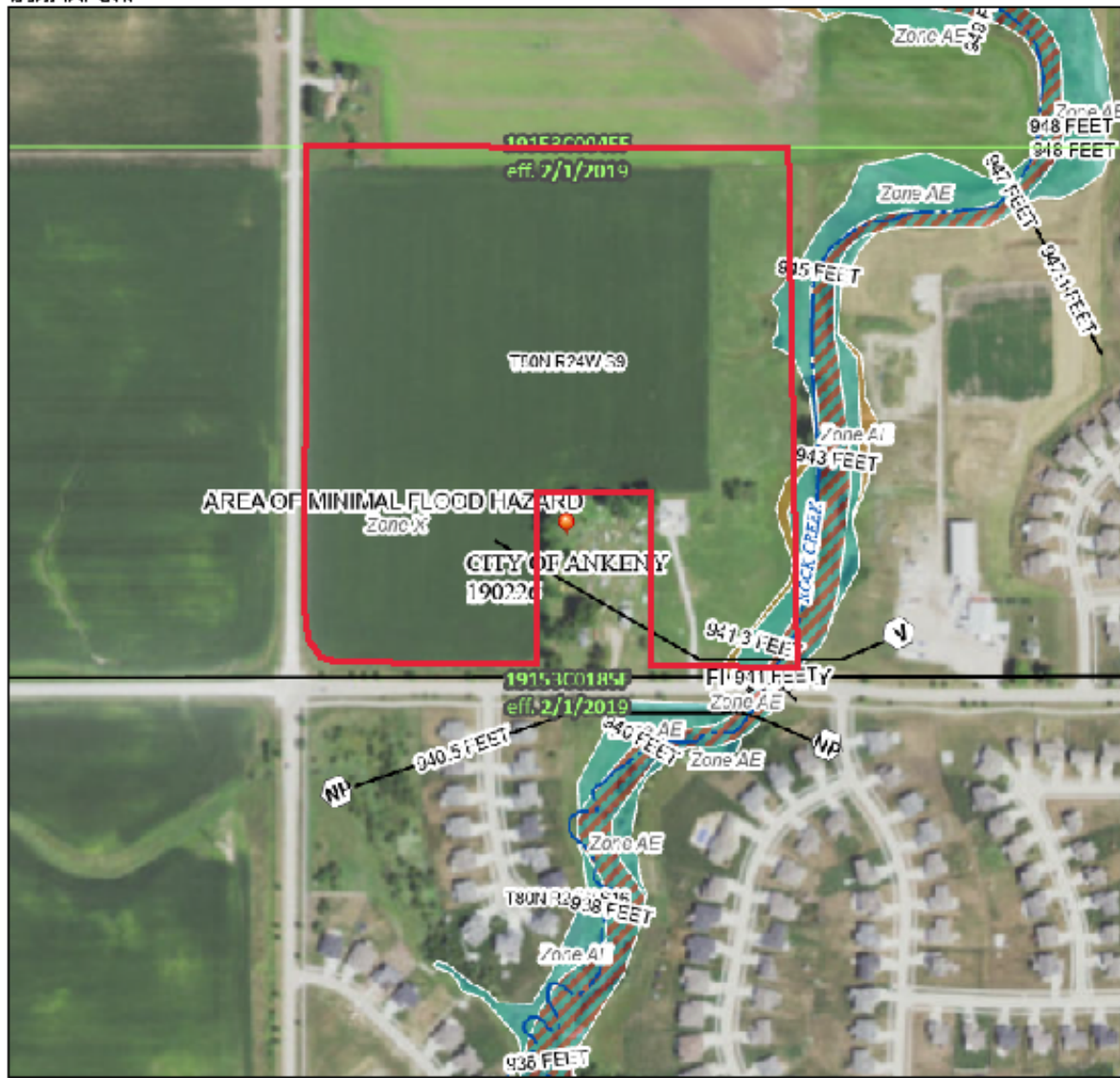
USGS Topographic Map | Ankeny, Iowa | 4/15/2022

FIRM MAP

National Flood Hazard Layer FIRMette



95°29'22"W 41°14'19"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000
 Basemap: USGS National Map, Orthorectified. Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, X, AE
		With BFE or Depth Zone AE, AO, AP, VC, AV
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee. Zone D
OTHER AREAS		Area of Minimal Flood Hazard. Zone X
		Effective ID MRs
		Area of Unincorporated Flood Hazard. Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Roadwall
OTHER FEATURES		Cross Sections with 1% Annual Chance
		Water Surface Elevation
		Cross-section Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Cross-section Baseline
OTHER FEATURES		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps. It is not valid as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/5/2022 at 2:55 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is valid if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map orientation, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unincorporated areas cannot be used for regulatory purposes.

WATER USAGE CALCULATIONS

PROJECT: BRANDYWINE PUD

No: 121.1035.01

DATE: April 15, 2022

SUBJECT: WATER USAGE CALCULATIONS

BY: CDD CK:

PAGE: 1 OF: 5



SANITARY SEWER

124 SINGLE FAMILY DETACHED LOTS

PER SUDAS

FOR MEDIUM DENSITY RESIDENTIAL

USE 3 PEOPLE /UNIT AND 100 GPCD

PEAKING FACTOR (PF) = $(18+P^{0.5})/(4+P^{0.5})$ WHERE P IS POPULATION IN THOUSANDS

PEAK FLOW :

124 UNITS X 3 PEOPLE PER UNIT = 372 PEOPLE

PF = $(18+.372^{0.5})/(4+.372^{0.5}) = 4.037$

= 150174 GPD

= 0.150 MGD

CHANGE TO CFS (MGD / 0.646)

= 0.2325 CFS

8" MAIN @ 2/3 FULL, FACTOR =

0.79 , THEREFORE

FULL FLOW = 0.2325 / 0.79

= 0.294 CFS

FOR FLOW =

0.294 CFS, DETERMINE MINIMUM SLOPE FOR

8 " MAIN

$Q = (1.486/n) \cdot A \cdot R^{2/3} \cdot S^{1/2}$, n = 0.013

A = 0.34907 SF

R = 0.194 FT

0.294 CFS = 13.37

* $S^{1/2}$

=> S = 0.04843 %

CITY OF ANKENY MINIMUM SLOPE = 0.50 %,

CITY OF ANKENY PREFERRED SLOPE = 0.60 %,

THEREFORE, OK.

WATER MAIN

A NEW 8" MAIN WILL BE EXTENDED THROUGH THE DEVELOPMENT AND LOOP INTO THE EXISTING WATER MAIN SYSTEM ON THE COLLECTOR ROADS. THIS WILL PROVIDE SERVICE AND FIRE PROTECTION TO THE SITE.

PER SUDAS

FIRE FLOW = 1500 GPM

INSTANTANEOUS PEAK FLOW = AVERAGE FLOW X $(7/(P^{.167}))$ WHERE P IS POPULATION IN THOUSANDS

AVERAGE FLOW = 37200 GPD (372 PEOPLE @ 100 GPCD)

INSTANTANEOUS PEAK FLOW = 307157 GPD

= 213.3 GPM

THEREFORE, OK

D. Density Table

Table 3B-1.01: Minimum Values

Land Use	Area Density	Unit Density	Rate
Low Density (Single Family) Residential	10 people / AC	3 people / unit	100 gpcd*
Medium Density (Multi-Family) Residential	15 people / AC 6.0 people / duplex	3 people / unit	100 gpcd*
High Density (Multi-Family) Residential	30 people / AC	2.5 people / unit	100 gpcd*
Office and Institutional	5,000 gpd / AC (IDNR)	Special Design Density	N/A
Commercial and Light Industrial	5,000 gpd/AC (IDNR)	Special Design Density	N/A
Industrial	10,000 gpd/AC (IDNR)	Special Design Density	N/A

* Iowa Department of Natural Resources (DNR) - Dry Weather Flow - One hundred gallons per capita per day (gpcd) should be used in design calculations as the minimum average dry weather flow. This 100 gpcd value may, with adequate justification, include maximum allowable infiltration for proposed sewer lines.

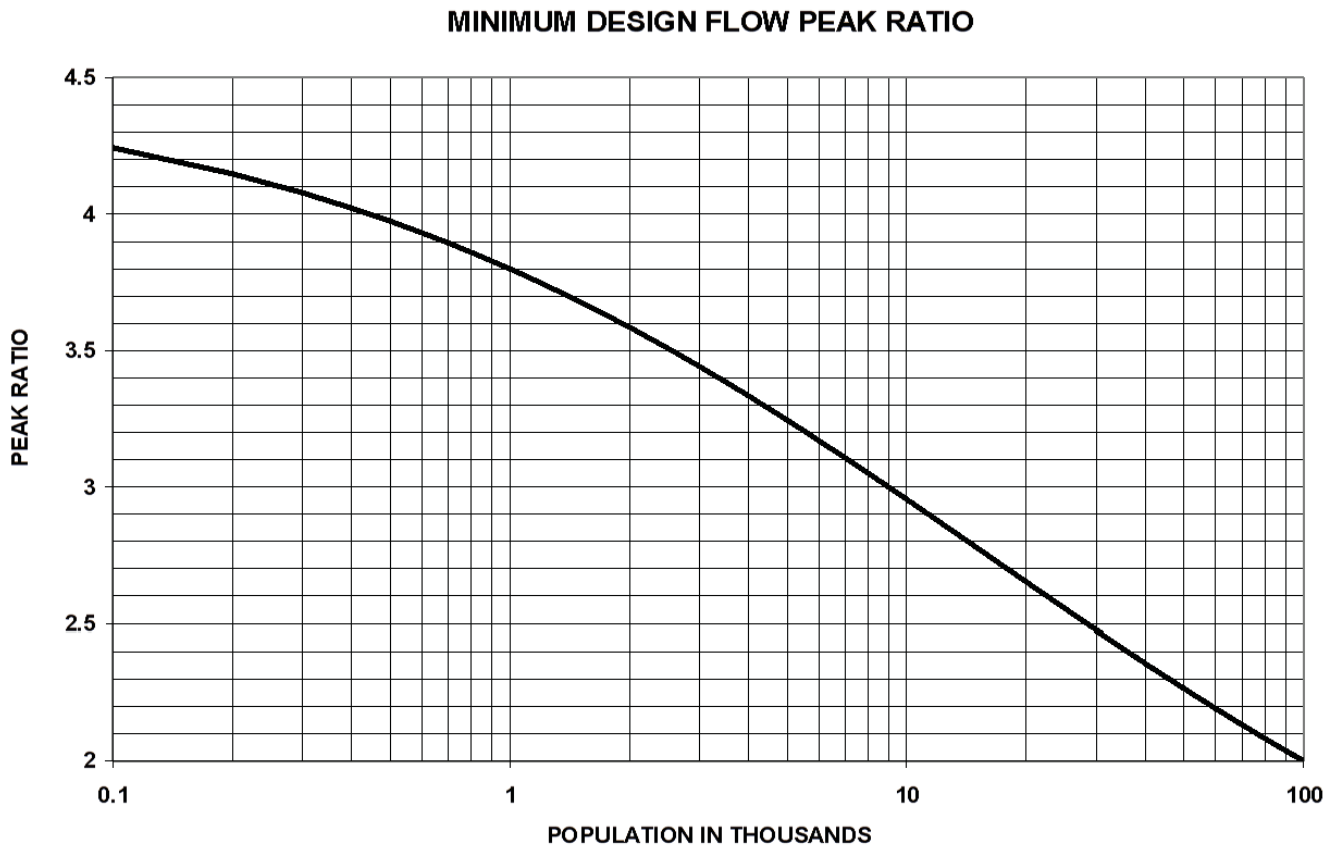
The area densities listed include the peaking factor.

Note: If the Project Engineer uses values different from the above table, approval by the Jurisdictional Engineer is required.

E. Special Design Densities

Special design densities should be based on specific flow measurements or known flow rates and are subject to approval by the Jurisdiction Engineer based on methodology provided by the Project Engineer prior to submittal to the Iowa DNR.

Figure 3B-1.01: Ratio of Peak to Average Daily Sewage Flow



Curve Equation: Peak Ratio = $\left[\frac{18 + P^{0.5}}{4 + P^{0.5}} \right]$ where P = population in thousands

Source: Fair, G.M. and Geyer, J.C. "Water Supply and Wastewater Disposal"
1st Ed., John Wiley & Sons, Inc., New York (1954), p. 136

2. Minimum Size Requirements:

- a. **Water Service Stub:** The water service stub must meet the Jurisdiction's standards and provide adequate design flows.
 - b. **Distribution Mains:** All water mains should be sized large enough to provide existing and future residential, commercial, and industrial water demands and fire protection flows to the area to be served. The minimum water main size is 8 inches in diameter, unless otherwise approved by the Jurisdictional Engineer. The Jurisdiction reserves the right to increase the size of the mains to meet future water demands.
 - c. **Arterial or Feeder Mains:** Arterial or feeder mains, typically 12 inches and larger, should conform to an existing grid pattern or as directed by the Jurisdiction to meet long range plans of the Jurisdiction.
- 3. Pressure Requirements:** The recommended minimum operating pressure of the distribution system should be no less than 35 psi. The residual pressure required under fire flow conditions should not drop below 20 psi at any hydrant or any point in the system. When operating pressure exceeds 100 psi, individual or system pressure reducing devices may be required.

E. Flow Considerations**1. Design Flows:** The water main system must be able to meet the following flow requirements:

- a. Peak day demands plus fire flow demands.
- b. Instantaneous peak demands for water mains from source, treatment, and/or storage facilities.

2. Peak Day Demands:

- a. **General:** The peak day demand is the average rate of consumption on the maximum day. The maximum day is the 24 hour period during which the highest consumption total is recorded in the latest 3 year period. High consumption that will not occur again due to changes in the system, or that was caused by unusual operations, should not be considered.

When no actual figure for maximum daily consumption is available, it should be estimated on the basis of consumption in other cities of similar character. Such estimates should be at least 2.0 times greater than the average daily water demand for cities having more than 500 people and 2.5 times greater than the average daily water demand for cities having 500 people or less.

- b. **Average Day Demand (minimum):**

$$\text{Area} \times \text{Area Density} \times \text{Rate} = \text{Average Daily Demand} \quad \text{Equation 4B-1.01}$$

$$\text{Number of Units} \times \text{Unit Density} \times \text{Rate} = \text{Average Daily Demand} \quad \text{Equation 4B-1.02}$$

Table 4B-1.01: Density

Land Use	Area Density	Unit Density	Rate
Low Density (Single Family) Residential	10 people/AC	3.0 people/unit	100 gpcd
Medium Density (Multi-Family) Residential	15 people/AC	3.0 people/unit 6.0 people/duplex	100 gpcd
High Density (Multi-Family) Residential	30 people/AC	2.5 people/unit	100 gpcd
Office and Institutional	Special Design Density ¹		
Commercial	Special Design Density ¹		
Industrial	Special Design Density ¹		

¹ Special design densities should be subject to approval by the Jurisdictional Engineer based on methodology provided by the Project Engineer.

Note: If the Project Engineer uses values different than the above table, approval by the Jurisdictional Engineer and Iowa DNR is required.

3. **Instantaneous Peak Demands:** Where existing data is not available to accurately predict the instantaneous peak demand for the design year, the following criteria may be used as a minimum for estimating the instantaneous peak demand:

- 220 people or less = Average day demand (gpm) x 9.0.
- More than 220 people = Average day demand (gpm) x $7/P^{0.167}$
P = design year population in thousands.

If major water users exist in the system, the peak may be greater than those listed above.

4. **Fire Flows:** The following general information is taken from the *Fire Suppression Rating Schedule* (Edition 05-2008) of the Insurance Services Office (ISO). The latest ISO requirements must be checked to verify fire flow criteria. Insurance requirements for fire protection may vary with each Jurisdiction and must be confirmed by the Project Engineer.

- For one- and two- family dwellings not exceeding two stories in height, the following needed fire flows should be used.

Distance Between Buildings	Needed Fire Flow
Over 100'	500 gpm
31' to 100'	750 gpm
11' to 30'	1,000 gpm
10' or less	1,500 gpm

For wood shingle roof coverings on the building or on exposed buildings add 500 gpm to the needed fire flows.

- Multi-family, commercial, and industrial areas are considered high risk areas. The fire flows available in these areas require special consideration. The distribution and arterial mains in the high risk areas are to accommodate required fire flows in those areas.

TRAFFIC IMPACT STUDY

**MOECKLY FARMS
TRAFFIC IMPACT STUDY**

Ankeny, Iowa | April 12, 2022

Prepared for:
J Larson Homes

Snyder & Associates, Inc. Project No. 121.1035

Prepared by:

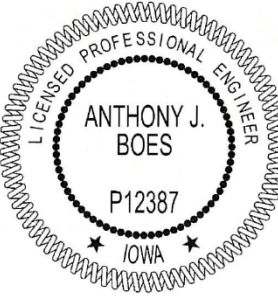
	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
		<u>4/12/22</u>
	Anthony J. Boes, P.E.	Date
	License Number P12387	
	My License Renewal Date is December 31, 2023	
	Pages or sheets covered by this seal: <u>ALL</u>	

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APPENDIX

Exhibit 1. Site Concept Plan
Exhibit 2. Opening Year Peak Hour Background Traffic
Exhibit 3. Opening Year Trip Distribution (Inbound)
Exhibit 4. Opening Year Trip Distribution (Outbound)
Exhibit 5. Opening Year Peak Hour Trips
Exhibit 6. Opening Year Peak Hour Traffic
Exhibit 7. Design Year Background Traffic
Exhibit 8. Design Year Trip Distribution (Inbound)
Exhibit 9. Design Year Trip Distribution (Outbound)
Exhibit 10. Design Year Peak Hour Trips
Exhibit 11. Design Year Peak Hour Traffic
Traffic Signal Warrant Analysis Worksheets
Turn Lane Warrant Analysis Worksheets
Capacity Analysis Reports

INTRODUCTION

This study was performed to evaluate traffic operations associated with the planned Moeckly Farms residential development. The site is to be constructed in the Northeast quadrant of the intersection of NW 18th Street and NW Weigel Drive. Figure 1 provides the site location. A site concept plan is provided in the appendix.

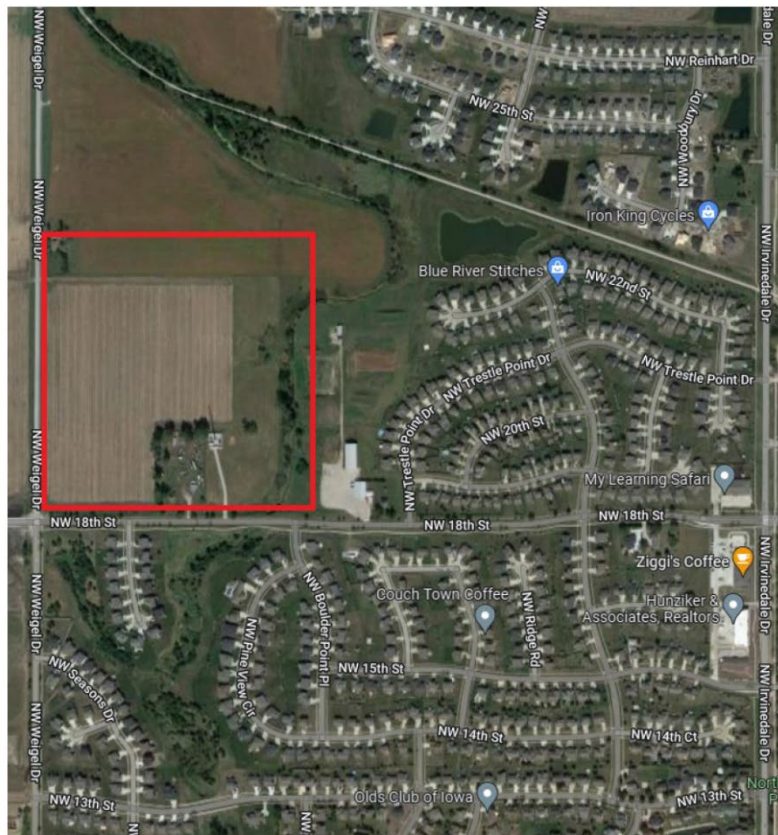


Figure 1. Location Map

This traffic impact study evaluated transportation system needs related to the planned development. Traffic forecasts and analyses included opening year and design year Build and No Build scenarios. Analyses of the below four study intersections (two of which provide access to the site) were conducted.

- NW 18th Street & NW Irvinedale Drive
- NW 18th Street & proposed Access B
- NW 18th Street & NW Weigel Drive
- NW Weigel Drive & proposed Access A

EXISTING CONDITIONS

Within the study area, NW 18th Street is two-lane arterial street with a 35 mph speed limit. At the NW 18th Street intersection with NW Weigel Dr, left turn lanes are provided for the northbound and westbound approaches. The west leg of the intersection is currently under construction and will ultimately extend west to IA 415. For this study, it is assumed that left turn lanes will be provided for all four approaches by the opening year. The intersection is currently stop-controlled for the northbound and southbound approaches.

NW Weigel Drive is two-lane collector street south of NW 18th Street and a local street to the north. The NW Weigel Drive speed limit is 35 mph.

NW Irvinedale Dr is a two-lane arterial street with a 35 mph speed limit. The NW Irvinedale Dr intersection with NW 18th St is signalized and has left turn lanes for the eastbound and westbound approaches. The City is planning to reconstruct the intersection to provide left and right turn lanes for each approach.

TRAFFIC DATA

Turning movement traffic counts were not collected for this study. Instead, opening year (2024) and design year (2044) Build traffic projections from the Savannah Ankeny Traffic Impact Study were used for background traffic conditions for this study, as requested by the City of Ankeny.

PROPOSED DEVELOPMENT

The proposed development includes 124 single-family home lots. Approximately 25% (31) of the lots are expected to be occupied in the opening year. For this initial development phase (Phase 1), access to the site is planned only from NW 18th St (Access B).

Full development and occupancy of the site is expected by the design year. Full development will include the NW Weigel Dr access (Access A).

FUTURE TRAFFIC

Trip Generation

Estimated trip generation for the site was calculated using data provided in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. “Single-Family Housing” (ITE Code: 210) was used with dwelling units as the independent variable. **Table 1** shows the estimated trip generation for the opening and design years.

Table 1. Estimated Trip Generation

Scenario	Land Use	ITE Code	Quantity	Unit	Daily				AM Peak (1)				PM Peak (2)			
					Rate	Total Trips	Entering	Exiting	Rate	Total Trips	Entering	Exiting	Rate	Total Trips	Entering	Exiting
Opening Year	Single-Family Housing	210	31	DU	9.43	292	146	146	0.70	22	6	16	0.94	29	18	11
Design Year	Single-Family Housing	210	124	DU	9.43	1169	585	584	0.70	87	23	64	0.94	117	74	43

(1) AM Peak hour of adjacent street traffic 7-9 AM.

(2) PM Peak hour of adjacent street traffic 4-6 PM.

Trip Distribution

To estimate the distribution of generated trips, the background traffic was reviewed to determine the likely split of traffic entering and exiting the site to/from NW 18th St and NW Weigel Dr. Estimated trip distribution is provided in the appendix.

Background Traffic

Background traffic for this study was assumed to be Opening Year (2024) Build Traffic Projections and Future Year (2044) Build Traffic projections from the previous Savannah Ankeny Traffic Impact Study. Estimated background traffic is provided in the appendix.

Opening Year (2024) and Design Year (2044) Peak Hour Traffic

Combining the trip generation and distribution with background traffic results in the total estimated turning movement traffic volumes at the study intersections. Total peak hour turning movement traffic forecasts with the planned development is provided in the appendix.

TURN LANE WARRANT ANALYSIS

The potential need for right and left turn lanes at the study intersections was evaluated using the following criteria, per City of Ankeny Requirements. Turn lane warrant worksheets are provided in the appendix.

- NCHRP Report 745 for left turn lanes on uncontrolled arterial street approaches.
- NCHRP Report 457 for left turn lanes on uncontrolled non-arterial street approaches.
- NCHRP Report 457 for right turn lanes on uncontrolled approaches and signalized intersections.

Per NCHRP Report 745 criteria, an eastbound left turn lane is warranted for projected opening year traffic on NW 18th St at the planned Access B intersection. As few as five left turns in the peak hour satisfy the criteria.

At the NW Weigel Dr and Access A intersection, northbound or southbound left or right turn lanes are not warranted for projected design year traffic, per NCHRP Report 457 criteria.

Left turn lane warrants were not evaluated at the NW 18th St intersections with NW Weigel Dr and NW Irvinedale Dr because left turn lanes currently exist or are planned at these intersections. Similarly right turn lane warrants at the NW 18th St and NW Irvinedale Dr intersection were not evaluated, as they are currently planned.

At the NW Weigel Dr and NW 18th St intersection, northbound and southbound right turn lanes are not warranted for projected design year traffic (assuming future traffic signal). The Savannah Ankeny TIS recommended providing eastbound and westbound right turn lanes at this intersection for opening year traffic.

TRAFFIC SIGNAL WARRANT ANALYSIS

The potential need for a traffic signal at the intersection of NW 18th St & NW Weigel Dr was evaluated using Manual on Uniform Traffic Control Devices (MUTCD) traffic volume warrant criteria (Warrants 1-3). Warrant analyses were based on projected AM and PM peak hour traffic (two hours). Signal warrant analysis results are summarized in **Table 2**, and detailed worksheets are provided in the appendix.

Table 2. Traffic Signal Warrant Results

Year	Scenario	Warrant 1 8-Hour	Warrant 2 4-Hour	Warrant 3 Peak Hour
Opening Year 2024	No Build	2 hours met	1 hour met	No 0 hours met
	Build	2 hours met	1 hour met	No 0 hours met
Design Year 2044	No Build	2 hours met	2 hours met	Yes 1 hour met
	Build	2 hours met	2 hours met	Yes 1 hour met

Warrant analyses show that Warrant 3 (Peak Hour) is projected to be met in the design year for the Build and No Build scenarios. With only two hours of projected traffic for each scenario, it is not possible to determine if Warrant 1 and/or Warrant 2 criteria will be met.

TRAFFIC OPERATIONS ANALYSIS

Intersection capacity analyses were completed for opening year 2024, and design year 2044 Build and No Build scenarios. Analyses were conducted for the AM and PM peak hours. These analyses were performed using *Synchro 11* software with *Synchro* methods for signalized intersections and *Highway Capacity Manual 6th Edition (HCM 6)* methods for unsignalized intersections. **Table 3** shows the Level of Service (LOS) criteria for determining operational performance. LOS A provides the least delay, and LOS F provides the most delay. Typically, LOS D is the minimum acceptable LOS for urban intersection approaches. However, LOS E-F is not unusual for stop controlled minor street or driveway approaches to higher volume arterial streets during peak hours.

Table 3. Level of Service (LOS) Definition

LOS	Average Delay per Vehicle (seconds)	
	Signalized Intersection	Unsignalized Intersection
A	< 10	< 10
B	10 to 20	10 to 15
C	20 to 35	15 to 25
D	35 to 55	25 to 35
E	55 to 80	35 to 50
F	> 80 or V/C > 1.0	> 50 or V/C > 1.0

V/C = Volume to Capacity Ratio

The following lane configurations and traffic control were assumed for analyses:

Opening Year

- NW 18th St & NW Weigel Dr: Left turn lanes for all approaches, right turn lanes for EB and WB approaches. Stop-control for NB and SB approaches.
- NW 18th St & NW Irvinedale Dr: Existing lane configurations with left turn lanes for the EB and WB approaches. Existing traffic signal control.
- NW 18th St & Access B: EB left turn lane on NW 18th St. Single lane SB approach with stop-control.
- NW 18th St & Access A: Single-lane approaches all directions. Stop-control for EB approach.

Design Year

- NW 18th St & NW Weigel Dr: Left turn lanes for all approaches, right turn lanes for EB and WB approaches. Traffic signal control.
- NW 18th St & NW Irvinedale Dr: Left and right turn lanes for all approaches. Traffic signal control.
 - Due to high AM Peak EB delays, high volume/capacity ratio and long projected queues, this intersection was also analyzed as a multi-lane roundabout using Highway Capacity Software (HCS7).
- NW 18th St & Access B: EB left turn lane on NW 18th St. Single lane SB approach with stop-control.
- NW 18th St & Access A: Single-lane approaches all directions. Stop-control for EB and WB approaches.

Analysis results are summarized in **Table 4** and **Table 5**. Detailed reports are provided in the appendix.

Table 4. Capacity Analysis Results, No Build Conditions

Scenario	Intersection	Control Type	AM Peak		PM Peak	
			Delay (sec)	LOS	Delay (sec)	LOS
Opening Year	NW 18th St & NW Irvinedale Dr	Signal	28.8	C	30.7	C
	NW 18th St & NW Weigel Dr	NB STOP	32.3	D	27.7	D
		SB STOP	75.0	F	72.3	F
	NW Weigel Dr & Access A	EB STOP	8.9	A	8.8	A
Design Year	NW 18th St & NW Irvinedale Dr	Signal	35.9	D	27.6	C
		RAB	19.4	C	17.6	C
	NW 18th St & NW Weigel Dr	Signal	9.0	A	7.6	A
	NW Weigel Dr & Access A	EB STOP	9.8	A	9.4	A

Table 5. Capacity Analysis Results, Build Conditions

Scenario	Intersection	Control Type	AM Peak		PM Peak	
			Delay (sec)	LOS	Delay (sec)	LOS
Opening Year	NW 18th St & NW Irvinedale Dr	Signal	29.2	C	31.7	C
	NW 18th St & Access B	SB STOP	19.4	C	19.2	C
	NW 18th St & NW Weigel Dr	NB STOP	33.2	D	28.3	D
		SB STOP	81.0	F	79.8	F
	NW Weigel Dr & Access A	EB STOP	8.9	A	8.9	A
Design Year	NW 18th St & NW Irvinedale Dr	Signal	37.7	D	30.0	C
		RAB	20.6	C	18.9	C
	NW 18th St & Access B	SB STOP	31.9	D	26.7	D
	NW 18th St & NW Weigel Dr	Signal	9.1	A	7.7	A
	NW Weigel Dr & Access A	EB STOP	10.1	B	9.6	A
		WB STOP	12.4	B	12.1	B

Opening year analyses show LOS F operations SB at the NW 18th St and NW Weigel Dr intersection (Build and No Build). However, projected average delays are less than 90 seconds.

For all other intersections, acceptable overall operations (LOS D or better) are provided in the opening year and design year. However, at the NW 18th St and NW Irvinedale Dr intersection, the design year No Build AM peak hour analysis shows the volume capacity (v/c) ratio for the EB through lane to be 0.99, and the projected 95th percentile queue length is more than 700'. For the Build scenario, the (v/c) ratio and queuing are slightly worse. With a multi-lane roundabout at this intersection, delays and queuing are significantly reduced.

CONCLUSIONS & RECOMMENDATIONS

Based on analyses performed, the following conclusions and recommendations are provided:

- Construct an EB left turn lane (100' min length) on NW 18th St at proposed Access B. The City typically requests 150' full storage for left turn lanes on arterials. Consideration should be given to widening NW 18th Street east of NW Weigel Dr to provide left turn lanes or a continuous two-way left turn lane (TWLTL) for other similar residential street intersections along the corridor. Locating Access B as far west as possible (as shown in Exhibit 1) is recommended to provide more uniform access spacing and reduce the potential for box culvert modifications to the east.
- Single lane approaches for proposed site accesses (Access A and Access B) provide acceptable operations. A two-lane approach (separate SB left and right turn lanes) could be considered to reduce delays for right turning vehicles exiting the site at Access B. The City normally requests two outbound lanes for collector or local street approaches at intersections with arterials.
- At the NW 18th St and NW Weigel Dr intersection, left turn lanes for all approaches and right turn lanes for the EB and WB approaches should be provided as recommended by the Savannah Ankeny TIS. Due to projected high delays for the NB and SB stop-controlled approaches, operations at this intersection should be monitored and a traffic signal should be installed when warranted. Additional analysis with all-way stop control found unacceptable operations for opening year traffic.
- At the NW 18th St and NW Irvinedale Dr intersection, a multi-lane roundabout should be considered to accommodate projected design year traffic. The roundabout could provide two through lanes EB and WB through the intersection with downstream merges. Unlike traditional intersections, lane continuity upstream and downstream of roundabouts is not a significant concern.
- Based on comparison of Build and No Build analyses, traffic to/from the planned site is not expected to significantly affect traffic operations at the NW 18th St intersections with NW Weigel Dr and NW Irvinedale Dr.

V:\Projects\2021\121.1035.01\CAD\DD\PUID_1211035_MasterPlan.dwg ALAN SMITH, 22/05/2021, 4:47 PM ANSI FULL BLEED 34.49 X 22.50 (INCHES)

LEGEND

FEATURES

Section Corner
1/2" Rebar, Cap # 11579
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND

Spot Elevation
Contour Elevation
Fence (Barbed, Field, Hog)
Fence (Chain Link)
Fence (Wood)
Fence (Slit)
Tree Line
Tree Stump

Deciduous Tree \\ Shrub
Coniferous Tree \\ Shrub

Communication
Overhead Communication
Fiber Optic
Underground Electric
Overhead Electric
Gas Main with Size
High Pressure Gas Main with Size
Water Main with Size
Sanitary Sewer with Size
Duct Bank
Test Hole Location for SUE w/ID

(*) Denotes the survey quality service level for utilities

Sanitary Manhole

Storm Sewer with Size
Storm Manhole
Single Storm Sewer Intake
Double Storm Sewer Intake
Fire Hydrant
Fire Hydrant on Building
Water Main Valve
Water Service Valve
Well
Utility Pole
Guy Anchor
Utility Pole with Light
Utility Pole with Transformer
Street Light
Yard Light
Electric Box
Electric Transformer
Traffic Sign
Communication Pedestal
Communication Manhole
Communication Handhole
Fiber Optic Manhole
Fiber Optic Handhole
Gas Valve
Gas Manhole
Gas Apparatus
Fence Post or Guard Post
Underground Storage Tank
Above Ground Storage Tank
Sign
Satellite Dish
Mailbox
Sprinkler Head
Irrigation Control Valve

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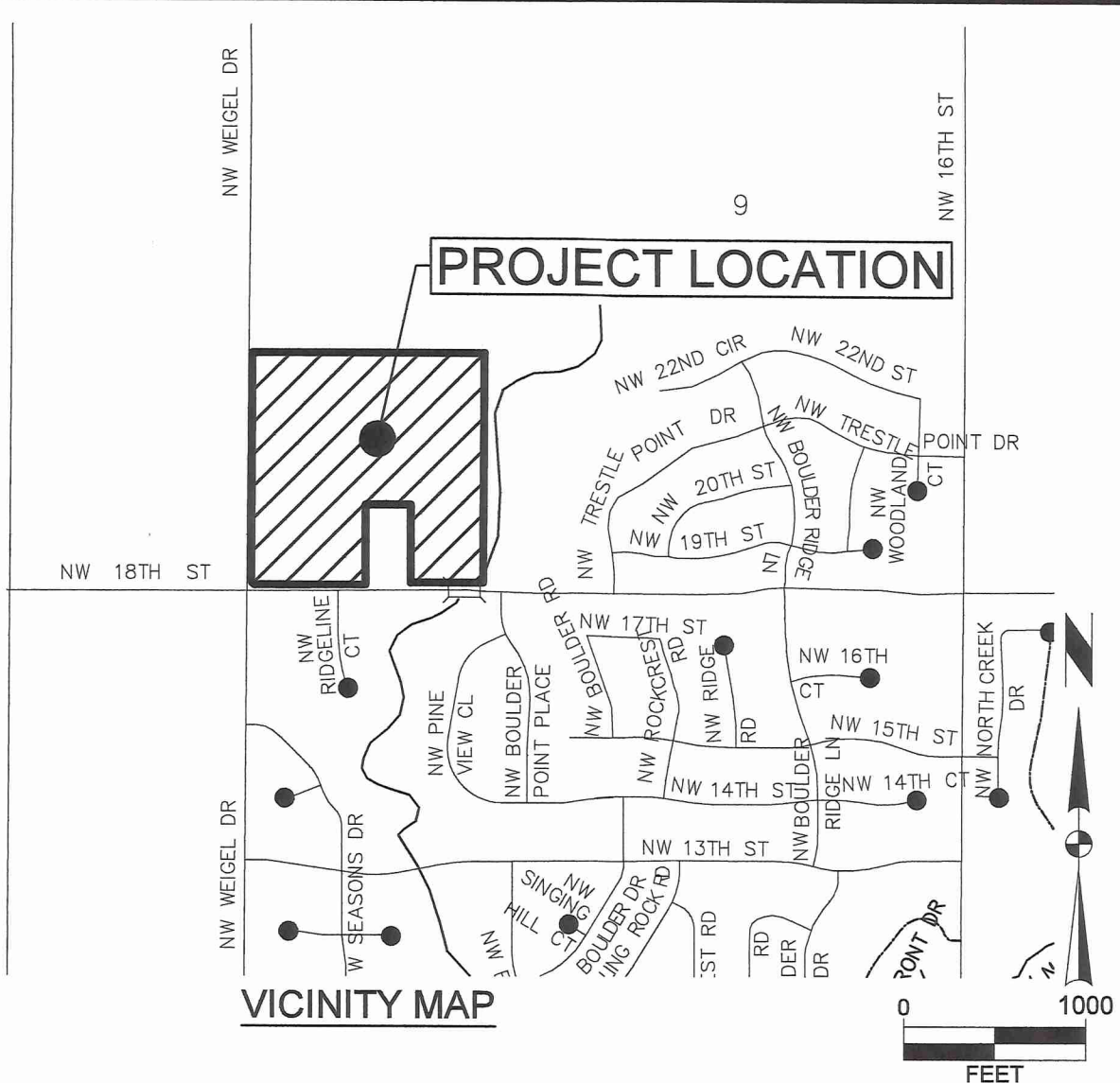
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REZONING DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 0°15'42" WEST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1262.18 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 18TH ST.; THENCE SOUTH 89°58'47" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 404.68 FEET; THENCE NORTH 0°34'09" EAST, 427.74 FEET; THENCE SOUTH 89°38'34" WEST, 249.00 FEET; THENCE SOUTH 0°34'17" WEST, 436.27 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 89°58'49" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 592.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.38 FEET, AND WHOSE CHORD BEARS NORTH 44°54'08" WEST, 35.43 FEET TO THE EAST RIGHT OF WAY LINE OF NW WEIGEL DR.; THENCE NORTH 0°12'58" EAST ALONG SAID EAST RIGHT OF WAY LINE, 1245.17 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°53'39" EAST ALONG SAID NORTH LINE, 1271.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.51 ACRES (1,503,235 S.F.). PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

OWNER

MOECKLY FAMILY FARM LLC
4121 NW 110TH AVE
POLK CITY, IA 50226-1111
STEVE MOECKLY
(515) 681-6051

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date: June 1, 2022	
Ayes: 6	Nays: 0
Abstain: 1	Absent: 1
APPROVED	
G. Hunter	Chairperson
B. Thompson	Secretary

DEVELOPER

J LARSON HOMES
5721 MERLE HAY ROAD, SUITE 200
JOHNSTON, IOWA 50131
JOHN LARSON
(515) 491-4090

ZONING

EXISTING: R-1 SINGLE FAMILY RESIDENTIAL
PROPOSED: PUD PLANNED UNIT DEVELOPMENT

FLOOD PLAIN

ZONE X - AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN AND ZONE AE - AREAS WITH BASE FLOOD ELEVATIONS AS PER THE FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 1902260185F WITH A DATE OF FEBRUARY 1, 2019.

NOTES

- REFER TO THE LARSON-MOECKLY PROPERTY PUD SUPPLEMENTAL MANUAL FOR ADDITIONAL INFORMATION REGARDING THE PUD PLAN.
- FEATURES AS SHOWN ARE FOR GRAPHIC PRESENTATION PURPOSES ONLY. FINAL DESIGN MAY VARY.
- LANDSCAPE PLANS WILL BE APPROVED AT THE TIME OF EACH FINAL PLAT AND SITE PLAN.
- A CONNECTION TO NW WEIGEL DRIVE SHALL NOT BE ALLOWED UNTIL NW WEIGEL DRIVE HAS PAVED HARD SURFACE FROM NW 18TH STREET TO THE ACCESS POINT.
- LOTS 19-35 AND 124 SHALL NOT HAVE DIRECT DRIVEWAY ACCESS TO NW 18TH STREET OR NW WEIGEL DRIVE.
- DEVELOPER SHALL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION ALONG PUBLIC STREETS, INCLUDING NW WEIGEL DRIVE.
- UTILITIES ARE SHOWN FOR REFERENCE ONLY. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF FINAL PLATTING.
- DEVELOPER SHALL BE RESPONSIBLE FOR SIDEWALK INSTALLATION ALONG NW 18TH STREET AND NW WEIGEL DRIVE.
- OUTLOTS "X" AND "Y" WILL BE UTILIZED FOR DETENTION AND ARE TO BE OWNED AND MAINTAINED BY THE HOA.
- DRIVEWAYS FOR LOTS 25 AND 26 WILL ACCESS THE NORTH-SOUTH STREET (NOT THE 3-LANE EAST-WEST STREET SECTION).
- BENDS ARE REQUIRED TO BE SHOWN FOR THE WATER MAIN WITH CONSTRUCTION DRAWINGS.

REVISED PER CITY COMMENTS	5-12-22	AVS
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REVISED PER CITY COMMENTS	5-06-22	AVS
1	1	1
MARK	REVISION	DATE
Engineer CDD	Checked By: BKC	Scale: 1" = 100'
Technician/AVS	Date: 4-15-2022	T-R-S: 80N-24W-09
Project No: 121.1035.01		
Sheet C200		

ANKENY, IOWA
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyderassociates.com

BRANDYWINE
PUD MASTER PLAN
SNYDER & ASSOCIATES, INC. I



Project No: 121.1035.01
Sheet C200



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2022-56: \$896,000 Master Services and Purchasing Agreement (General Fund)

EXECUTIVE SUMMARY:
The Master Services and Purchasing Agreement is necessary to move forward with the replacement of the current body worn cameras, vehicle mounted cameras and web accessible digital evidence management system. Because the costs of the equipment and software are being paid annually over a five-year period and that the Master Services and Purchasing Agreement is non-cancellable it is required to be treated similar to indebtedness, which requires a public hearing.

FISCAL IMPACT: **Yes**
The total cost is \$895,999.87, with installment payments of \$179,999.98 annually over a five-year period. The FY 2023 budget includes \$180,000 annually for the replacement of the current body worn cameras, vehicle mounted cameras and web accessible digital evidence management system.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on June 24, 2022.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-56.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Agreement



PUBLIC HEARING 2022-56

5:30 P.M.

JULY 5, 2022

\$896,000 MASTER SERVICES AND PURCHASING AGREEMENT (GENERAL FUND)

Mayor:

This is the time and place for the public hearing on the matter of \$896,000 Master Services and Purchasing Agreement (General Fund).

Notice of this hearing was published in the Des Moines Register on the 24th day of June, 2022.

Mayor:

"Has any written correspondence been received on this proposed Master Services and Purchasing Agreement?"

City Clerk:

None in the Clerk's Office.

Mayor:

"I would like to request, at this time, Jennifer Sease, Administrative Services Director and Darius Potts, Police Chief, provide a report to the Council on this proposed Master Services and Purchasing Agreement."

After Staff Report:

Mayor:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2022-56.

Mayor:

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



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on July 6, 2022 and shall continue until all subscriptions have expired, as further detailed on the Quote Appendix (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the City and Axon may renew up to five (5) additional one-year time periods by mutual agreement (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

Title: Click here to enter text.

Department: Legal

Version: 13.0

Release Date: 3/31/2021

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7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.

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Department: Legal

Version: 13.0

Release Date: 3/31/2021

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Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General.**

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: City of Ankeny
Attn:
Street Address: 410 W 1st St
City, State, Zip: Ankeny, IA 50023-1557
Email:

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

AGENCY:

City of Ankeny

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term (“**Axon Records Subscription**”)

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) (“**New Use Case**”).

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon’s services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon’s services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

- 1 Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

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System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock (“**Dock**”) access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

- 5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency



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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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- 12** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form (“**Acceptance Form**”) to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency’s network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency’s network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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Master Services and Purchasing Agreement

remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Master Services and Purchasing Agreement

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.



Master Services and Purchasing Agreement

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of June 20, 2022, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, June 20, 2022 5:30 PM

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Jon Shelton, 2705 NW 10th Ct, Ankeny spoke to proposed Ordinance 2115, Throwing and Shooting. Renee Potts, Ankeny Community Network, shared a review of the Juneteenth Festival.

APPROVAL OF AGENDA

1. Council Member Perry moved, Ruddy seconded, to approve and accept the June 20, 2022 agenda as presented. Ayes: 5.

PUBLIC HEARINGS

1. PH 2022-54. Mayor Holm announced this is the time and place for a public hearing on the matter of annexation of certain territory owned by ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn. Layman's Description: Approximately 159 acres (+/-) of land contiguous to the southeast quadrant of the Ankeny corporate limits, generally located east of the Ankeny Regional Airport, west of NE Berwick Drive, and ¼ mile south of SE Oralabor Road. Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 3rd day of June, 2022.

Eric Jensen, Director of Community Development, reported that ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn are the property owners of eight parcels totaling 159 acres (+/-) requesting to be voluntarily annexed into the City of Ankeny. The petitioned land is contiguous to the southeast quadrant of the Ankeny corporate limits—generally located east of the Ankeny Regional Airport, west of NE Berwick Drive, and a quarter-mile south of SE Oralabor Road. The annexation area includes the eight subject parcels and all adjacent road right-of-way to the centerline of the adjacent road (NE Berwick Drive and SE Four Mile Drive). The proposed voluntary urbanized annexation is within two miles of the City of Altoona

Mayor Holm then asked for any public comment regarding the proposed annexation. Hearing no comments, Council Member Bentz moved, Whiting seconded, to close public hearing 2022-54. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of June 6, 2022, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of May 17, 2022.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of May 3, 2022.
4. Receive and file minutes of the Civil Service Commission meeting of May 9, 2022.

5. Receive and file minutes of the Human Rights Commission meeting of May 26, 2022.

Licenses and Permits

6. Issuance of liquor license(s) and/or beer/wine permit(s) in the City of Ankeny.

Finance/Budget

7. Receive and file Financial Reports for May 2022.
8. Receive and file Building Permit Report for May 2022.
9. Receive and file Utility Report for May 2022.
10. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$24,100.00 with Nilles Associates, Inc. for construction engineering services on the Diamond Hills Greenway Stream Repairs project.
11. Change Order No. 2, increasing the contract amount by \$6,900.00 to RedBud LLC for native vegetation maintenance as part of the 2022 Native Vegetation Maintenance project.
12. Payment #2 in the amount of \$120,489.26 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
13. Payment #1 in the amount of \$9,285.30 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
14. Payment #26 in the amount of \$19,169.55 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
15. Payment #1 in the amount of \$226,223.74 to Con-Struct, Inc., for construction services on the 2022 PCC Reconstruction Program -SE Peachtree Drive project.
16. Payment #10 in the amount of \$741,859.00 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
17. Payment #3 in the amount of \$19,350.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
18. Payment #14 in the amount of \$38,250.50 to FOX Strand, for engineering services on the Ankeny ASR project.
19. Payment #20 in the amount of \$37,981.62 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.
20. Payment #3 in the amount of \$479,341.55 to Gus Construction, for construction services on the NE Four Mile Drive RCB Culvert for Deer Creek project.
21. Payment #1 in the amount of \$38,663.17 (for invoice #1) to Hydro-Klean, LLC for construction services on the 2022 CIPP Lining project.
22. Payment #21 in the amount of \$36,645.47 to Kirkham Michael & Associates, Inc., for engineering services on the NE Four Mile Drive RCB Culvert project.
23. Payment #3 in the amount of \$12,000.00 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.
24. Payment #1 in the amount of \$37,477.50 to Nilles Associates, Inc., for engineering services on the Diamond Hills Greenway Stream Repairs project.
25. Payment #3 in the amount of \$43,531.37 to On Track Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.
26. Payment #2 in the amount of \$3,605.25 to RedBud Landscaping, LLC for construction services on the 2022 Native Vegetation Maintenance Project.
27. Payment #11 in the amount of \$108,114.16 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
28. Payment #2 in the amount of \$336,560.06 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE – Phase 2 project.
29. June 20, 2022 Accounts Payable by Fund: General 373,356; Road Use Tax 184,217; Police/Fire Pension 2,091; Library Foundation 790; Solid Waste 103,185; Water 753,535; Sewer

75,141; Storm Water 13,762; Golf Course 54,194; Enterprise Project 200,641; Revolving 91,871; Risk Management 131,834; Health Insurance 479; Capital Projects Funds 2,165,340; Payroll Totals 1,305,508; Transfers/ACH (177,493); Agenda Payments approved separately (2,324,250); Grand Total \$ 2,954,201.

30. **RESOLUTION 2022-305** naming depositories for the City of Ankeny.

Personnel

31. Civil Service Commission certified lists for appointment to: Utilities Operator Assistant in the Municipal Utilities Department; Permits Technician in the Community Development Department; Engineering Technician II in the Municipal Utilities Department; Park Maintenance Technician II in the Parks and Recreation Department; and Groundskeeper II in the Parks and Recreation Department; subject to passing any further departmental requirements.

Community Development

32. **RESOLUTION 2022-306** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Grove Landing Plat 5.
33. **RESOLUTION 2022-307** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Grove Landing Plat 5.
34. **RESOLUTION 2022-308** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Grove Landing Plat 5.
35. **RESOLUTION 2022-309** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Moeckly Family Farm, LLC, located northeast of the intersection at NW 18th Street and NW Weigel Drive. (date of hrg: 7/5/22 @ 5:30 p.m.)
36. **RESOLUTION 2022-310** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for paving and underground improvements, platted easements and warranty deed to streets, for Grove Landing Plat 6.
37. **RESOLUTION 2022-311** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Grove Landing Plat 6.
38. **RESOLUTION 2022-312** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Grove Landing Plat 6.
39. **RESOLUTION 2022-313** accepting Public Ingress/Egress Easements, located on a part of Lot 2, Aspen Ridge Commercial Plat 1; Parcel 2021-71 and 2021-72.

Engineering

40. **RESOLUTION 2022-314** accepting and approving documents for the acquisition of permanent water main easement for the North Ankeny Blvd. Water Main project in Ankeny, Iowa. (3625 N. Ankeny Blvd. - Central Iowa Hospital Corporation)

Capital Improvement Projects

41. **Ankeny Parks Maintenance Facility Phase 1:** a) The Architect's Certificate of Completion; b) **RESOLUTION 2022-315** accepting the public improvement with All Star Concrete, LLC in the amount of \$774,938; and c) Retainage Payment #9 in the amount of \$4,000 which will be released 30 days after project acceptance.
42. **Wastewater Plant Partial Demolition:** a) Certificate of Completion; b) **RESOLUTION 2022-316** accepting the public improvements with Con-Struct, Inc. in the amount of \$361,359.50; c)

Change Order #3 for (\$6,700); d) Final Payment #5 in the amount of \$0.00 / Release of Retainage in the amount of \$11,702.98.

Administrative

43. Agreement with the Iowa Civil Rights Commission (ICRC) from July 1, 2022- June 30, 2023 for the reimbursement of city staff time in processing discrimination claims referred to the ICRC
44. Renewal of the general insurance policy with Iowa Communities Assurance Pool (ICAP) for the policy year July 16, 2022 through July 15, 2023, with a premium amount of \$442,827.
45. Renewal of the crime and cyber policy with Travelers Casualty and Surety Company for the policy year July 16, 2022 through July 15, 2023, with a premium amount of \$60,750.
46. Renewal of the workers' compensation policy with Iowa Municipalities Workers' Compensation Association (IMWCA) for the policy year July 1, 2022 through June 30, 2023, with a premium amount of \$388,786.
47. **RESOLUTION 2022-317** authorizing the execution of one certain 28E Agreement by and between the City of Ankeny, Iowa, and Central Iowa Law Enforcement Agencies for Traffic Enforcement.

Approval of Consent Agenda Items

1. Council Member Whiting moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-47. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2110.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre. Council Member Whiting moved, Perry seconded, to accept third consideration of Ordinance 2110, sending it on its final passage and publication as required by law. Ayes: Whiting, Perry, Bentz, Ruddy, Shafer.
2. **Ord 2111.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to single family. Council Member Bentz moved, Whiting seconded, to accept third consideration of Ordinance 2111, sending it on its final passage and publication as required by law. Ayes: Bentz, Whiting, Ruddy, Perry, Shafer.
3. **Ord 2112.** An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 60.09 School Crossing Crosswalk, Section 69.10 No Parking on North and East Sides of Streets, Section 69.11 No Parking on Both Sides, and Section 69.16 No Passenger Loading or Unloading. Council Member Ruddy moved, Whiting seconded, to accept third consideration of Ordinance 2112, sending it on its final passage and publication as required by law. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.
4. **Ord 2113.** An Ordinance amending Chapter 65 Stop or Yield Required of the Municipal Code of the City of Ankeny, Iowa, by amending Section 65.02 School Districts. Council Member Bentz moved, Perry seconded, to accept third consideration of Ordinance 2113, sending it on its final passage and publication as required by law. Ayes: Bentz, Perry, Ruddy, Shafer, Whiting.
5. **Ord 2114.** An Ordinance amending Chapter 63 Speed Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 63.05 Special Speed Zones. Council Member Whiting moved, Ruddy seconded, to accept third consideration of Ordinance 2114, sending it on its final passage and publication as required by law. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.

6. **Ord 2115.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending Section 41.10 throwing and shooting and adding a new Section 41.11 bow and arrow target shooting. Council Member Whiting moved, Bentz seconded, to accept first consideration of Ordinance 2115. Ayes: Whiting, Bentz, Perry, Ruddy, Shafer.
7. **Ord 2116.** An Ordinance amending Chapter 152, Sidewalk Regulations, of the Municipal Code of the City of Ankeny, Iowa. Council Member Ruddy moved, Whiting seconded, to accept first consideration of Ordinance 2116. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.

NEW BUSINESS

1. Voluntary urbanized annexation of certain territory owned by ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn (PH 2022-54). Council Member Whiting moved, Ruddy seconded, to receive and file the April 21, 2022 Consultation Meeting Report. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer. Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-318** annexing certain territory owned by ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.
2. Agreement with Ankeny Chamber of Commerce SummerFest 2022 Agreement. Council Member Bentz moved, Whiting seconded, to adopt **RESOLUTION 2022-319** approving an agreement between the City of Ankeny and the Ankeny Chamber of Commerce. Ayes: Bentz, Whiting, Perry, Ruddy, Shafer.
3. SE 3rd Street Utility Improvements - Phase 2 project Professional Services Agreement with JEO Consulting Group, Inc. Council Member Ruddy moved, Whiting seconded, to approve the Professional Services Agreement with JEO Consulting Group, Inc. for design engineering services on the SE 3rd Street Utility Improvements - Phase 2 in an amount not to exceed \$106,780.00 and authorize the Mayor to execute said Agreement. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.
4. \$896,000 Master Services and Purchasing Agreement (General Fund) Set Public Hearing. Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-320** fixing date for a public hearing on the proposition to authorize a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of \$896,000 for personal property for use by the City, and providing for publication of notice thereof. (date of hrg: 7/5/22 @ 5:30 p.m.) Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.
5. Letter of Agreement - A Cut Above Lawn Care & Landscaping 2022 South Zone A Mowing Services. Council Member Whiting moved, Perry seconded, to adopt **RESOLUTION 2022-321**, approving a Letter of Agreement between the City of Ankeny and A Cut Above Lawn Care & Landscaping, for 2022 South Zone A mowing services. Ayes: Whiting, Perry, Bentz, Ruddy, Shafer.
6. Letter of Agreement - Stretch Property Management 2022 South Zone B Mowing Services to Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-322**, approving a Letter of Agreement between the City of Ankeny and Stretch Property Management, for 2022 South Zone B mowing services. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 6:10 PM.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 7/1/22.



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of June 7, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2022-06-07

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, June 7, 2022

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

CALL TO ORDER

Chair G.Hunter called the June 7, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Glenn Hunter, Trina Flack, Todd Ripper, Annette Renaud, Randy Weisheit and Lisa West.

Absent: Ted Rapp. Staff present: E.Jensen, E.Carstens, D.Silverthorn, J.Heil, L.Hutzell, B.Fuglsang

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the June 7, 2022 agenda without amendments. Second by T.Ripper. All voted aye.
Motion carried 6 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the May 17, 2022 minutes of the Plan and Zoning Commission meeting.

Item #2. 201 East First Street - NAPA Store Expansion Site Plan

Motion to approve the site plan for 201 East First Street, NAPA Store Expansion.

Item #3. 2405 N Ankeny Boulevard - Site Plan

Motion to approve the site plan for 2405 N Ankeny Boulevard, Lot 3, Northpointe Village Center Plat 2, subject to Council approval of the stormwater management easement.

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #3. Second by L.West. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #4. J. Larson Homes, LLC request to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development

D.Silverthorn reported that the applicant, J. Larson Homes, LLC, requests to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. The area subject to the proposed rezoning consists of 34.51 acres, and is located northeast of the intersection at NW 18th Street and NW Weigel Drive. He stated the properties to the north and east are zoned R-1, while properties to the south are zoned R-2, One-Family and Two-Family Residence District, restricted to single-family residential and the properties to the west are zoned R-3, Multiple-Family Residence District, restricted to 10 units/acre; and C-1, Neighborhood Retail Commercial District. D.Silverthorn stated that the proposed rezoning generally aligns with The Ankeny Plan 2040 Comprehensive Plan Future Land Use Map, which indicates this property as Medium Density Residential. He presented the current Future Land Use Map and said the land use designations are consistent with what would be around major collector and minor arterial streets. He stated that the purpose of the proposed rezoning to PUD is to allow smaller lot widths than what would normally be allowed in an R-3 zoning district. Normally, the R-3 zoning district allows minimum lot widths of 65-feet and lot areas being 8,000 square feet; noting that the proposed rezoning to PUD would allow for 50-foot lot widths and lot areas of 5,000 square feet. D.Silverthorn presented the PUD Master Plan, explaining the general layout of the proposed development. He then provided detailed information to address the

concerns that were raised by neighboring property owners and the Commission at the public hearing. The concerns were related to the smaller lot sizes, property values, off-street parking, and street maintenance/snow removal. He stated that the proposed rezoning from R-1, One-Family Residence District to PUD, Planned Unit Development to accommodate single-family detached residential dwellings with 50-foot minimum lot widths is consistent with The Ankeny Plan 2040 Comprehensive Plan, and is appropriate for the location at the intersection of NW 18th Street and NW Weigel Drive. City staff is recommending that the Plan and Zoning Commission recommend City Council approval of the request by J. Larson Homes, LLC, to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development.

R.Weisheit commented that he appreciated the analysis on the lot sizes and parking.

Brent Culp, Snyder & Associates, 2727 SW Snyder Boulevard, representing John Larson, J. Larson Homes, LLC said they would answer any questions the Commission may have. There were no further questions.

T.Flack said she still has concerns on the small lot sizes but would rather see the single-family homes to brake up the apartment/townhomes area. A.Renaud also appreciated the analysis presented by D.Silverthorn.

Motion by A.Renaud to recommend City Council approval of the request by J. Larson Homes, LLC to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. Second by T.Flack. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

E.Jensen reported on his attendance at the June 6, 2022 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the June 21, 2022 Plan and Zoning Commission meeting and the May 2022 Building Permit Report.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

June 20, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, motion by T.Flack to adjourn the meeting. Meeting adjourned at 6:48 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Park Board meeting of March 28, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

**Ankeny Park Board Meeting
March 28, 2022
Parks & Recreation Office
1210 NW Prairie Ridge Drive**

Meeting Minutes:

Call to Order: Chairperson Amber Smith called the Park Board meeting to order at 5:30 p.m. All board members were present. Nick Lenox, Mike Schrock and Leslie Reab represented City of Ankeny staff.

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

Nick Lenox introduced new Assistant City Manager Mike Schrock. Board members welcomed Mike and thanked him for attending.

Department Budget Fiscal Year July 1, 2022 – June 30, 2023: Lenox informed the board that Fiscal Year budget 2022–23 was adopted and gave a Power Point presentation highlighting items which will impact the Parks & Recreation Department. Significant impact items include the increase in frequency of mowing from a 14-day cycle to seven-day cycle, replacement of front-line maintenance equipment, seasonal staff salary increases and replacement of Otter Creek golf cart fleet. Schrock stated the \$2/hour seasonal staff salary increase will have a six-figure impact on the budget. Lenox informed board members the Department is currently in the process of hiring and training seasonal staff.

Other items in the Budget include the purchase of preventative maintenance software, replacement of safety pads at aquatic centers, replacement of Hawkeye Park field fencing, installation of security cameras at Hawkeye and Miracle concession stands, personnel changes and hiring of a consultant for Otter Creek Clubhouse renovations.

Parks Projects Updates: In-progress projects and projects starting this year include Des Moines Street Park Phase 1, Bellagio Park development, Rock Creek Trail and High Trestle Trail extension and bridge. Nichoel Church asked if DNR will be stocking fish in Hawkeye Park pond. Lenox stated DNR did restock last year. He also stated DNR wants to improve urban fishing and conducted a field survey that showed overwhelming number of people using Ankeny's trail system and fishing ponds.

Director's Report: Lenox invited board members to attend the annual Mayor's Youth Council Symposium on April 2. Lenox informed board members that an Ice Cream Social will be held at Centennial Park on May 31. Centennial Park ribbon cutting will take place during the Social.

Chairperson's Report – Amber Smith: Amber inquired what other locations Ice Cream Socials will be held this year. Lenox stated he will email board members locations and dates.

Board Member Reports:

- **Baldwin:** Jared asked the status of art installation along the High Trestle Trail. Lenox stated the City is currently working with a local artist and pending favorable bids, the HTT Experience Park and a Trailhead will be completed this year.

- Bradshaw: No report.
- Craighead: No report.
- Church: No report.
- Hade: No report.

Adjournment: Chad Hade moved meeting adjournment and Nichoel Church provided the second. The meeting was adjourned at 6:40 p.m.

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



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of May 19, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

May 2022 Library Board of Trustees meeting minutes

Present: Cami Brazelton, Mike Wiser, Tami Fujinaka, Margery Pierce, Gene Lucht, John Meyer, Holly Sealine, Sam Mitchel Beth Schafer

Absent: Heather Lilienthal

1. Review of Minutes: Fujinaka moved to approve minutes, Meyer seconded and motion passed unanimously to approve April minutes.
2. Financials: Run rate is exactly on track for end of fiscal year.
3. Director's report: The Friends approved the Library's funding request at their May meeting. The library will hold an Inservice day for staff and will cover emergency drills, the lost child process.
4. Department reports: Beth Schafer walked through the circulation report-circulation is nearing pre-pandemic levels
5. New business: Mitchel walked through what is covered under the Prairie Trail dues: sidewalks, foundations, mowing, snow removal, lighting, marketing. He also covered the relationship with PT and regularly engages in monthly meetings, and will continue to participate in events such as Pizza Fest and the annual Albaugh Car Show.
6. Executive session: Brazelton made a motion to go into Executive Session, pursuant to the provisions of Iowa code section 21.5, subparagraph (i), "to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Fujinaka seconded the motion and motion passed unanimously.
7. Brazelton made motion to return to active session, Fujinaka seconded. Active session resumed.
8. The meeting adjourned at 7:15 pm.

Respectfully submitted by Cami Brazelton

Approved 6/16/22



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

EXECUTIVE SUMMARY:

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

1. Casey's Marketing Co., d/b/a Casey's General Store #3888, 1024 E 1st St. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective July 13, 2022.

2. Murphy Oil USA, Inc., d/b/a Murphy USA #7594, 1006 SE National Dr. - Class C Beer Permit (BC)

includes Sunday Sales (Renewal) - Effective July 21, 2022.

3. Nicole Schneider, d/b/a Nikki Schneider, 6009 NE Briarwood Dr. (Home Show Expo) - Class B Beer Permit(BB) , 5 Day License - Event July 21, 2022.

4. Apres Bar Co. LLC, d/b/a Apres Bar Co., 1015 NE 59th Ct. (Home Show Expo) - Class Cr Liquor License (LC) , 5 Day License - Event July 21, 2022.

5. J&S Grubbster Investments LLC, d/b/a Grubb's Pub, 1165 1/2 SW Ordnance Rd - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective 7/25/2022. PENDING DRAM ENDORSEMENT

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of license(s) and/or permit(s).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve a new cigarette permit for ABC Smoke, 1325 SW Oralabor Rd, Ankeny, IA from 07/05/2022 through 06/30/2023.

EXECUTIVE SUMMARY:

In accordance with the City of Ankeny Code of Ordinances Chapter 131, "Cigarette and Tobacco Permits," the following licensee has submitted an application which has met all requirements and is now being presented to the City Council for approval.

FISCAL IMPACT: **Yes**

Licensee has paid the annual license fee of \$100.00 to the City of Ankeny, in accordance with Section 131.04 of the City of Ankeny Code of Ordinances.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of cigarette permit.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Cigarette Applications

ABC Smoke	1325 SW Oralabor Rd
Ankeny Golf & Country Club	314 SW Irvinedale Dr
Ankeny Smoke Shop	502 N Ankeny Blvd, Suite 12
C & C Smokers Outlet	121 N Ankeny Blvd
Cabaret Sports Bar & Grille	2785 N Ankeny Blvd, Suite 18
Casey's General Stores #1548	2905 W 1st Street
Casey's General Stores #1659	302 S Ankeny Blvd
Casey's General Stores #1941	1010 SE Oralabor Rd
Casey's General Stores #2164	3505 N Ankeny Blvd
Casey's General Stores #2689	1310 NW 18th Street
Casey's General Stores #2785	1602 W 1st Street
Casey's General Stores #2896	2601 SE Creekview Dr
Casey's General Stores #2920	1010 SE National Dr
Casey's General Stores #3827	3605 NW Irvinedale Dr
Casey's General Stores #3888	1024 E 1st Street
Casey's General Stores #3934	1515 SE Corporate Woods Dr
Central Iowa Vapors- Ankeny	207 NE Delaware Ave, Ste 21
Dollar General #7310	901 S Ankeny Blvd
Fareway #61	3205 N Ankeny Blvd
Fareway #909	109 SE Oralabor Rd
Fleet Farm Fuel	4275 SE Delaware Ave
Fleet Farm Store	3875 SE Delaware Ave
Git-N-Go Store #40	2811 SW Oralabor Rd
Hy-Vee #2 Fast and Fresh	1710 SW Oralabor Rd
Hy-Vee Food Store #1	410 N Ankeny Blvd
Hy-Vee Food Store #2	2510 SW State Street
Hy-Vee #1 Fast and Fresh	414 N Ankeny Blvd
Jakes Pub	605 N Ankeny Blvd
Kum & Go #292	1825 N Ankeny Blvd
Kum & Go #4020	1910 SW White Birch Circle
Kum & Go #518	3603 NE Otterview Circle
Kum & Go #579	165 SW Magazine Rd
Kum & Go #92	1025 E 1st Street
KWIK STAR #1016	202 SE Oralabor Rd
KWIK STAR #1057	320 NW 36th Street
Murphy USA	1006 SE National DR
Neighborhood Liquor House	833 E 1st Street, Ste. 102
Quick Trip #514	802 E 1st Street
Tim's BP/AMACO Service	102 N Ankeny Blvd
Walgreens #07454	901 N Ankeny Blvd
Walgreens #07996	2702 SE Delaware Ave
Walmart #892	1002 SE National Dr
Yankee Clipper	312 SW Maple Street



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$16,500 with HR Green, Inc. for engineering services on the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

EXECUTIVE SUMMARY:

HR Green, Inc. has completed the preliminary design and a portion of the final design of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project. The Public Works Department proposes to continue using HR Green, Inc. for the remainder of the final design engineering services for the project.

The scope of the remaining final design engineering services and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement. A copy of the original Professional Services Agreement is also attached for reference.

The fee for the additional engineering services is \$16,500.00. The original Professional Services Agreement for design engineering services is \$355,700.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to \$372,200.00

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with HR Green, Inc.

FISCAL IMPACT: No

The design engineering services for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project are included in the City's 2022-2026 Capital Improvement Program for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$16,500.00 with HR Green, Inc. for design engineering services on the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #1
 Professional Services Agreement



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

THIS AMENDMENT, made this 5th day of July 2022 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

**Oralabor Gateway Trail SW State Street Grade Separated Crossing
SW Oralabor Road and SW State Street Safety Improvements**

hereby amends the original Professional Services Agreement dated February 7, 2022 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

2.11 Phase 11.0 – Water Main Design

COMPANY will prepare a design for the water main relocation necessary to eliminate the conflict of an existing water main with the new Oralabor Gateway Trail retaining wall and trail system west of SW State Street. The relocation design will be based on previous coordination with CLIENT and consistent with relocation design OPTION 1 depicted in the attached EXHIBIT D.

COMPANY will design the relocation of an existing 12-inch diameter water main under SW Oralabor Road and extend the existing 24-inch water main along the north side of SW Oralabor Road. Water main design will be in accordance with Iowa DOT specifications. Water main design will be shown on O Sheets and included in the project plans for bid letting administered by Iowa DOT. Design of water main relocation along SW State Street or water main extension under SW State Street is not included in this Scope of Services. Preparation of stand-alone plans and specifications for a separate CLIENT letting is not included in this scope of services.

COMPANY will prepare, submit, and process payment for Iowa Department of Natural Resources (Iowa DNR) Water Supply Engineering Section forms for application of a construction permit for water main. COMPANY will coordinate with Iowa DOT as part of the Contracts Turn-In and pre-letting process following submittal of final plans to Iowa DOT. The forms include:

- Schedule 1a – General Information
- Schedule 1c – Fee Calculations
- Schedule 2a – Water Mains, General

CLIENT and COMPANY agree to amend **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

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

- Design of 16-inch water main relocation along SW State Street.
- Design of 12-inch water main relocation along SW Oralabor Road.
- Design of 24-inch water main extension under SW State Street.
- Local letting bid phase services.
- Construction observation and administration services.
- 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 under separate agreement, if desired.

CLIENT and COMPANY agree to amend **7.0 PROFESSIONAL SERVICES FEE** of the original Professional Services Agreement as follows:

7.0 PROFESSIONAL SERVICES FEE

7.5 Payment

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 **\$16,500** summarized as follows:

- **Phase 11.0 – Water Main Design** **\$ 16,500**

The total authorized compensation after this Amendment, including the original Professional Services Agreement, is three hundred seventy-two thousand two hundred Dollars (\$372,200).

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.

Approved by:

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

Printed/Typed Name:

David R. Dougherty

Title: President-Transportation

Date: June 28, 2022

CITY OF ANKENY

Accepted by:

Printed/Typed Name:

Mark E. Holm

Title: Mayor

Date: _____

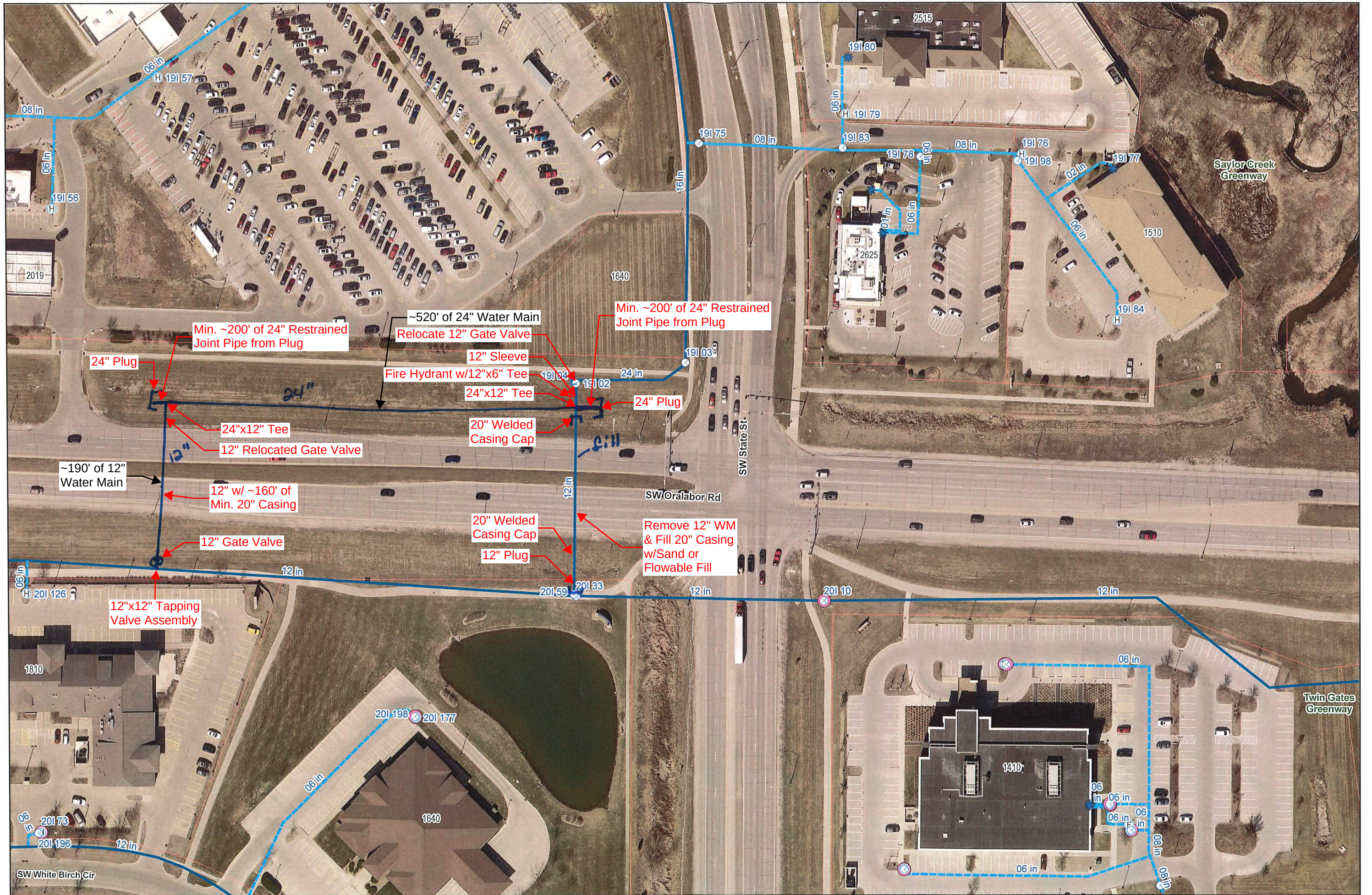
Attest:

Printed/Typed Name:

Michelle Yuska

Title: City Clerk

Date: _____





PROFESSIONAL SERVICES AGREEMENT

For

Oralabor Gateway Trail SW State Street Grade Separated Crossing

and

SW Oralabor Road and SW State Street Safety Improvements

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

Jason Lastovica, P.E., Project Manager
HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA, 50131
515-657-5263

February 7, 2022

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EXHIBIT D	SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS
EXHIBIT E	GEOTECHNICAL ENGINEERING SERVICES ANTICIPATED EXPLORATION PLAN



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 two projects at the intersection of SW Oralabor Road (IA 415 / IA 160) and SW State Street (IA 415) in the City of Ankeny.

- The first project includes the preliminary and final design of turn lane and traffic signal improvements at the intersection of SW Oralabor Road and SW State Street (hereafter "INTERSECTION PROJECT").
- The second project includes the design of a grade separated crossing of Oralabor Gateway Trail at SW State Street (hereafter "TRAIL PROJECT").

1.2 Project Criteria and Assumptions

- Design of the TRAIL PROJECT will be based on the preferred alternative determined during the Feasibility Study phase of a separate AGREEMENT.
- The TRAIL PROJECT is programmed with Surface Transportation Block Grant Transportation Alternative Program (STBG – TAP) funds.
- Design of the INTERSECTION PROJECT will be based on the illustrative concept (Exhibit D) included in the Application for Iowa's Clean Air Attainment Program (ICAAP) dated September 29, 2021 and prepared by COMPANY.
- Development and design of the projects will follow the Iowa Department of Transportation (DOT) Federal-Aid Project Development Guide for Local Public Agencies.
- The projects will be combined in a single plan set with multiple Divisions for respective bid items and specifications. Iowa DOT will administer the bid letting process.
- Acquisition of permanent right-of-way, permanent easements, and temporary construction easements is anticipated.
- Adjustment or relocation of existing utilities will be required.
- Coordination with the US Army Corps of Engineers (USACE) may be required to complete a jurisdictional determination of potential right-of-way wetlands and potential mitigation requirements.

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 – Survey and Mapping
- Phase 3.0 – Utility Coordination
- Phase 4.0 – Pre-Design Concept
- Phase 5.0 – Preliminary Design
- Phase 6.0 – Right-of-Way and Easements

- Phase 7.0 – Project Information Meeting
- Phase 8.0 – Geotechnical Engineering Services
- Phase 9.0 – Final Design
- Phase 10.0 – 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) invoices and progress reports which describe services complete for the period, budget status, and any outstanding items critical to project delivery.

2.1.3 Communications and Meetings

Participate in recurring phone and email correspondence with CLIENT and Iowa DOT for the AGREEMENT duration (12 months).

Conduct one (1) internal project kick-off meeting and recurring internal coordination meetings with core team members to discuss project progress, schedule, and budget. COMPANY anticipates twelve (12) formal internal project coordination meetings.

This task includes four (4) formal project status meetings with CLIENT. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's or CLIENT's location, or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each meeting.

2.2 Phase 2.0 – Survey and Mapping

COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to perform topographic survey, right-of-way survey, and survey base mapping. Survey and mapping will supplement data collected for the TRAIL PROJECT during the Feasibility Study phase of a separate AGREEMENT. Topographic survey will include features within existing right-of-way and just beyond the existing right-of-way to understand the terrain and existing features immediately adjacent to anticipated project limits. 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 NILLES' Professional Land Surveyor licensed in the State of Iowa.

2.2.1 Survey

COMPANY shall provide survey generally described below and identified in EXHIBIT C.

- Along SW Oralabor Road from 1,000 feet west of the SW State Street intersection to 1,000 feet east of the SW State Street intersection (approximately 2,000 linear feet).



Total width is approximately 100 feet from the south edge of pavement to just beyond the existing north right-of-way.

- Along SW State Street from 800 feet north of the SW Oralabor Road intersection to 1,200 feet south of the SW Oralabor Road intersection (approximately 2,000 linear feet). Total width is approximately 200 feet.

Permit

COMPANY has confirmed with Iowa DOT that survey activities for the INTERSECTION PROJECT will be allowed under Permit No. 77A-2021-046. Permit No. 77A-2021-046 is the active permit for work authorized in Iowa DOT right-of-way for the TRAIL PROJECT during the Feasibility Study phase of a separate AGREEMENT.

Right-of-Entry

Right-of-Entry is not anticipated for adjacent parcels. Survey of features near existing right-of-way will not be invasive and generally within the effective roadway borders.

Ground Control

Iowa Regional Coordinate System Zone 8 NAD83 (2011) and North American Vertical Datum of 1988 (NAVD88) IA RTN US Survey Feet will be used. Narrative explaining how horizontal control points and vertical datum were determined will be prepared. This narrative will be included in the Preliminary Plans, Check Plans, and Final Plans.

- *Horizontal Control* – Locate existing survey control points established along the roadways within the project area. Establish additional control points (minimum of 4) along the project extents as necessary. The additional control points will be referenced to physical features.
- *Vertical Control* – Locate existing benchmarks established along roadways within the project area. Establish additional benchmarks (minimum of 4) and elevations of control points.

Topographic Survey

Utilizing project control established by the COMPANY, NILLES shall provide topographic survey. Iowa DOT feature codes will be used for survey on the project and identify the following:

- Locate topographic features within the project limits. These items include trees, shrubs, fences, parking lots, retaining walls, signs, ground break lines etc.
- Locate streets, driveways, sidewalks, pedestrian curb ramps, curb and gutter, etc. Existing joints will be located near proposed pavement tie-in locations. The type of material shall be noted (e.g. concrete, asphalt, etc.).
- Locate storm sewer intakes, storm sewer manholes, driveway pipes, roadway cross culverts, sanitary sewer manholes, water valves, hydrants, traffic and fiber handholes, light poles, traffic signal poles, and cabinets.

Right-of-Way Survey

Utilizing project control established by the COMPANY, NILLES shall provide right-of-way survey services 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.
- Determine ownership of the properties affected by the project and establish property lines, right-of-way lines, section lines, and easements.

Utility Survey

Field survey the horizontal locations of private utilities and public utility systems based on surface visible features (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, cable television pedestals, light poles and luminaries, valves, utility accesses and vaults, etc.), flags and marks by utility owners, and test holes.

Intakes and manholes will be opened to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the types of structure and pipe materials.

Field Books

Field books will be prepared and describe typical field information associated with field conditions, control point and benchmark information, and unique topographic features. In addition to information and data typically included with survey field books, sketches of storm sewer structures and roadway cross culverts will include:

- Accurate identification of pipe sizes, shapes, flow lines, and materials.
- Location of casting(s) in relation to center of structure or walls.
- "Assessment of Condition" ("Good" / "Fair" / "Poor") for the structure and visible portions of connecting pipes, including identification of structure materials (e.g. concrete block, cast-in-place concrete, corrugated metal pipe, brick, etc.)

2.2.2 Mapping

Base Mapping and Digital Terrain Modeling

A Base Map and Digital Terrain Model (DTM) will be used by COMPANY for the design of the proposed improvements. A combined Base Map and DTM will be created by NILLES that includes previously acquired data for the TRAIL PROJECT with data collected for the INTERSECTION PROJECT.

- *Base Map* – Prepare a MicroStation CAD drawing that contains survey line-work, symbols, and drawings of features that were located as part of the topographic and utility surveys. Public and private utility locations will be based on surface visible features and locations marked by owners in the field in coordination with maps obtained from utility companies. The CAD drawing file will comply with Iowa DOT Design Manual protocols.
- *Digital Terrain Model* – Create a DTM to display ground contours at one-foot (major) and 0.2 foot (minor) intervals in the Base Map Contours Model. The DTM and base map will be used for the design of the proposed improvements.

Right-of-Way Mapping

Right-of-Way Survey will be mapped to establish existing right-of-way and easements under the supervision of NILLES' 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 MicroStation with property lines, roadway 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 property pins located in the field.

2.3 Phase 3.0 – Utility Coordination

2.3.1 Utility Identification

COMPANY will coordinate with Iowa One Call to identify utilities within the INTERSECTION 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. COMPANY will review utility maps provided by facility owners for consistency with field locates. Information obtained will supplement and be combined with utility information collected for the TRAIL PROJECT during the Feasibility Study phase as part of a separate AGREEMENT.

2.3.2 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 Plans and will coordinate with utility companies to advise the utility companies of the nature and extent of the proposed improvements and potential conflicts.

2.3.3 Meetings

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

- One (1) joint utility coordination meeting will be conducted at the conclusion of **Phase 5.0 – Preliminary Design**.
- One (1) focus coordination meeting with MidAmerican Energy to discuss potential impacts to underground gas and electric lines.
- One (1) joint utility coordination meeting will be conducted in advance of the Check Plans milestone submittal to document relocation plans developed by utility owners.

2.3.4 Test Holes

COMPANY will employ the services of a qualified SUBCONTRACTOR, Badger Daylighting, Inc. (hereafter "BADGER") to perform vacuum excavation to spot check existing underground utilities near the location of the proposed improvements. Vacuum excavation test holes will validate the horizontal and vertical location of mapped utilities for the purposes of determining potential utility conflicts and validating traffic signal pole locations. This Scope of Services includes up to eight (8) vacuum excavation test holes.

BADGER will be required to independently coordinate with Iowa One Call to confirm the presence of utilities prior to vacuum excavation. BADGER will be required to independently coordinate with Iowa DOT to obtain the appropriate permit(s) to perform vacuum excavation within right-of-way and perform work in compliance with the terms and conditions of the permit.



2.3.5 Relocation Plan Review

COMPANY will file franchise utility relocation plans, review relocation plans, and coordinate CLIENT relocation plan review. CLIENT will coordinate franchise utility relocation permitting for the north leg of SW State Street which is situated within City of Ankeny right-of-way.

Utility owners will be required to coordinate with Iowa DOT independently to obtain a permit for work on SW Oralabor Road and the south leg of SW State Street through submittal of ***Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations***. SW Oralabor Road and the south leg of SW State Street are situated within Iowa DOT right-of-way.

2.4 Phase 4.0 – Pre-Design Concept

COMPANY will perform environmental review, agency coordination, and prepare ***Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects*** to initiate Iowa DOT project review in compliance with the Iowa DOT Federal-Aid Project Development Guide for Local Public Agencies (LPA) and with applicable Instructional Memorandums (I.M.).

2.4.1 Concept Statement

COMPANY will prepare ***Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects*** and ***Iowa DOT Form 760006 – Park, Recreation Land, and Wildlife and Waterfowl Refuge Section (4f) Determination*** to document the type, location, programmed and anticipated costs, environmental impacts, and design criteria for the projects. Design criteria for the projects will be based on SUDAS, Iowa DOT, and other applicable sources with input from CLIENT and Iowa DOT. The following will be performed to document design criteria and constraints within ***Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects***:

- Prepare map(s) of projects and vicinity and determine functional classifications.
- Establish and evaluate geometric elements of the proposed improvements.
- Determine project areas to be closed to traffic and detour alternatives.
- Evaluate maintenance of pedestrian and bicycle traffic during construction.
- Identify potential design exceptions for sight distance, clearances, etc.

2.4.2 Wetland Delineation

The Wetland Delineation Report will describe results of a wetland delineation of the site conducted by the COMPANY using methods in the ***1987 USACE Wetlands Delineation Manual*** and ***2010 Regional Supplement to the USACE Wetland Delineation Manual: Midwest Region***. Wetland boundaries will be recorded using sub-meter accuracy GPS and drawn on high-resolution aerial photographs. The report will include an introduction, background information review, observed site conditions including wetland descriptions, site photographs, and figures depicting wetland delineated wetland boundaries. COMPANY may request a jurisdictional determination from USACE, if necessary.

2.4.3 Habitat Assessment

A Habitat Assessment will be completed to identify potential habitat for species on the US Fish and Wildlife's Section 7 Technical Assistance website (<http://www.fws.gov/midwest/endangered/>) known to occur in Polk County, Iowa. The report will include conclusions regarding the presence of potential habitat for species on the Polk County. The Habitat Assessment will support the completion of ***Iowa DOT Form 760005 – Determination of Effect for Threatened & Endangered Species***.

2.4.4 Cultural Resources Review

COMPANY will coordinate with CLIENT to request that Iowa DOT Location and Environment Bureau (LEB) perform a review of the projects and issue cultural resources clearance due to the disturbed and developed nature of the site. The projects will require new right-of-way and easement; however, impacts to historic properties or archaeological sites are not anticipated. This Scope of Services does not include a Cultural Resources Field Investigation and Report.

2.4.5 Quality Control Reviews

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to milestone submittals for the technical reports and forms prepared during **Phase 4.0 – Pre-Design Concept**. Technical reviews will be performed by the Project Manager and experienced subject matter experts to check for accuracy and completeness of documents.

2.5 Phase 5.0 – Preliminary Design

COMPANY will perform preliminary design services for both the INTERSECTION PROJECT and the TRAIL PROJECT, including the preparation of Preliminary Plans depicting the proposed improvements in a single set of plans. COMPANY will submit Preliminary Plans to CLIENT in advance of a submittal to Iowa DOT to establish final right-of-way and easements, coordinate utility relocations, and conduct a Project Information Meeting. Following CLIENT review of Preliminary Plans and initiation of right-of-way and easement acquisitions COMPANY will revise Preliminary Plans and submit to Iowa DOT for review and comment. The work tasks to be performed by COMPANY as part of this Phase are described below.

2.5.1 Preliminary Roadway

Roadway Typical Sections and Details

Typical sections and typical details for the INTERSECTION PROJECT will be prepared to represent the appropriate width and longitudinal jointing layout of SW Oralabor Road and SW State Street based on Exhibit D. Typical section elements shown on B Sheets will include lane widths, curb and gutter sections, median width, cross slope, sidewalk width and slope, and parking area width and slope. COMPANY will develop preliminary typical cross sections and details for inclusion in the Preliminary Plans based on collaboration with CLIENT.

Roadway Plan and Profile

Establish preliminary existing horizontal alignments and vertical profiles based on the topographic survey and available as-built record drawing information. The existing alignments and profiles will be used for design and construction of the proposed INTERSECTION PROJECT improvements.

Horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving, such as ditch grades, will be depicted on the D Sheets (SW Oralabor Road) and E Sheets (SW State Street).

Roadway Modeling and Cross Sections

COMPANY will integrate alignments and profiles, CLIENT approved typical cross sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the Preliminary Plans. Cross sections will be created for SW Oralabor Road (W Sheets) and SW State Street (X Sheets) at 25-foot intervals and at geometric break points, transition points, entrance centerlines, storm sewer intakes, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software.

2.5.2 Preliminary Intersection

Intersection Layout

As part of the INTERSECTION PROJECT, COMPANY will design the intersection of SW Oralabor Road and SW State Street based on Exhibit D. COMPANY will develop the geometric layout modifications for the intersection. Intersection geometric (horizontal and vertical) and pedestrian facility designs will consider the TRAIL PROJECT and will be coordinated with task **2.5.7 Preliminary Traffic Signal**. Intersection returns will be evaluated to accommodate a WB-67 design vehicle.

Sidewalks and Curb Ramps Layout

Develop the design for the sidewalk and pedestrian curb ramps depicted in Exhibit D. Verify compliance with the current "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" (PROWAG) and Iowa DOT and SUDAS design standards. Determine 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 layouts and traffic signal pole bases and push button poles will be shown on S Sheets. Final calculations (cross slopes, running slopes, etc.) shown in the Sidewalk Compliance Tabulation will be prepared during **Phase 9.0 – Final Design**.

2.5.3 Preliminary Private Entrance

COMPANY will design one (1) SW State Street private access for the Hy-Vee property located near the northwest corner of SW Oralabor Road and SW State Street intersection. Horizontal alignment and vertical profile will be depicted on a SW State Street preliminary plan and profile E Sheet.

2.5.4 Preliminary Trail

Trail Typical Sections and Details

Typical sections and typical details for the TRAIL PROJECT will be prepared to represent the appropriate width and pavement section of Oralabor Gateway Trail and relationship to adjacent retaining walls and side slopes. COMPANY will develop preliminary typical cross sections and details for inclusion in the Preliminary Plans based on collaboration with CLIENT.

Trail Plan and Profile

Establish preliminary horizontal alignments and vertical profiles for the TRAIL PROJECT based on the Functional Design completed during the Feasibility Study phase as part of a separate AGREEMENT.

Horizontal alignment, vertical profile, and other information pertinent to Oralabor Gateway Trail grading and paving, such as ditch grades, will be depicted on K Sheets.

Trail Modeling and Cross Sections

COMPANY will integrate trail alignments and profiles, CLIENT approved typical cross sections, and existing terrain to prepare a preliminary trail model and cross sections for inclusion in the Preliminary Plans. Cross sections will be created for Oralabor Gateway Trail (Y Sheets) at 25-foot intervals and at geometric break points, transition points, box culvert tunnel openings, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software.

2.5.5 Preliminary Construction Staging and Traffic Control

Develop a preliminary construction staging plan and preliminary traffic control notes. Maintenance of vehicular traffic will be developed and analyzed to accommodate construction sequencing for both projects and temporary shoring requirements for construction of the TRAIL PROJECT. Design of temporary shoring for the purposes of constructing the TRAIL PROJECT box culvert tunnel under SW State Street is not included in this Scope of Services and will be the responsibility of the awarded Contractor.

2.5.6 Preliminary Drainage

A preliminary storm sewer, culvert layout, and drainage design will be developed, in general accordance with SUDAS Stormwater Management Criteria and Iowa DOT Design Manual. The design will be based on the Feasibility Study completed as part of a separate AGREEMENT. The preliminary drainage design will include the primary components:

Storm Sewer and Subdrains

Storm sewer designs will be performed for the projects using Bentley Geopak Drainage stormwater modeling software and depicted in the Preliminary Plans. Storm sewer computations will be validated with independent manual calculations. Storm sewer structure types, pipe sizes and lengths, and outlet revetment will be specified on M Sheets. Green Infrastructure BMPs and detention are not included in the Scope of Services for THIS AGREEMENT. A preliminary subdrain and RCB trench drain layout will also be depicted on the M Sheets.

Culverts and Ditches

Analysis of existing and proposed overland flow and ditch conveyance near the intersection of SW Oralabor Road and SW State Street using Bentley Geopak Drainage stormwater modeling software. COMPANY will delineate drainage areas in the vicinity of the project for the corridors and will rely on record data provided by CLIENT. Ditches grades, culvert structure types, sizes and lengths, and revetment measures will be specified on D Sheets, E Sheets, and K Sheets. Ditch sections will be depicted in the cross sections (W Sheets, X Sheets, and Y Sheets).

2.5.7 Preliminary Traffic Signal

Design will involve a new traffic signal system on SW Oralabor Road at SW State Street. Design will include new traffic signal poles, handholes, signal heads, detection, conduit and wiring, and pedestrian pushbutton poles. The traffic signal system and approach lane geometry will be based on the information contained within the Application for ICAAP funding dated September 29, 2021 for the INTERSECTION PROJECT and prepared by COMPANY.

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 SW Oralabor Road at SW State Street will be based on the following assumptions:

- New traffic signal cabinet / controller (location to be determined as part of design process).
- Power service connection to be developed and coordinated with electric service provider (location to be determined as part of design process).
- Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles at three at-grade crossings.
- 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 SW Oralabor Road and SW State 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 in coordination with the COMPANY.
 - If sufficient slack length of fiber optic cable does not exist, a handhole containing outside plant splice enclosure may be necessary.
- 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.
- Existing overhead power lines/poles will remain as currently constructed; no utility relocation coordination or plan production (other than traffic signal power service) is included within the traffic signal design Scope of Services.
- 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 (anticipated to be galvanized – not painted black). 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 plans during the staged construction of the intersection is included in the Scope of Services. Signal phasing diagrams (including suggested timings) will not be completed as part of the preliminary submittal. A standard temporary traffic signal detail sheet will be included within the plans. Use of wooden span-wire poles for temporary supports is anticipated. Due to intersection size, span lengths of approximately 170' to 180' are anticipated.

Site Visits

Two (2) site visits will be conducted specifically to support traffic signal design. These site visits will involve one (1) representative of COMPANY.

Traffic Signal Plans

COMPANY will prepare traffic signal plans for the intersection of SW Oralabor Road at SW State Street. The preliminary permanent traffic signal plans are anticipated to include:

- General notes and legend sheet (1 sheet)
- Traffic signal plan sheet (1 sheet)
- Temporary traffic signal plan sheet (1 sheet)
- Fiber optic layout sheet (1 sheet)
- Conduit and wiring layout sheet (1 sheet)
- Typical details sheet (1 sheet)

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.

The traffic signal wiring diagram callouts/annotations, fiber optic cable termination/splicing details/notes, traffic signal tabulations, and Public Interest Finding (PIF) memorandum will be completed as part of **Phase 9.0 – Final Design**.

2.5.8 Preliminary Structures

Underpass Tunnel

The TRAIL PROJECT underpass structure will be a modified structure based on the Iowa DOT Reinforced Concrete Pedestrian Tunnel Standards. The Tunnel Standards will be modified based on the Feasibility Study completed as part of a separate AGREEMENT. One (1) RCB will pass parallel to SW Oralabor Road under SW State Street. The ends of the RCB will be incorporated into sheet pile retaining walls. It is anticipated that non-standard flared wingwalls and aprons will be used to transition to the sheet pile retaining walls. It is assumed the underpass structure will include aesthetic details, such as concrete form liners, and lighting similar to other recently constructed projects in Ankeny. The use of form liners on the RCB walls will eliminate the consideration of a precast RCB alternative. Structure details will be coordinated with the Iowa DOT and require concurrence on the TS&L from Iowa DOT prior to proceeding with **Phase 9.0 – Final Design**.

COMPANY will prepare and include One (1) RCB Situation Plan Type, Size, and Location (TS&L) V Sheet for the RCB in the Preliminary Plans. One (1) Site Plan V Sheet will be prepared for the project vicinity to provide perspective on the relationship of the overall project to the structure.

Retaining Walls

COMPANY will layout sheet pile retaining walls based on the Feasibility Study completed as part of a separate AGREEMENT. It is assumed that sheet pile walls of varying lengths will be required at each corner of the underpass structure and that the exposed surfaces of the sheet pile walls will have an aesthetic concrete façade.

2.5.9 Preliminary Plans

COMPANY will prepare one (1) set of Preliminary Plans (50%). The Preliminary Plans will include both projects and will be submitted for CLIENT and Iowa DOT review and comment. COMPANY will address one (1) round of CLIENT and Iowa DOT 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 SW Oralabor Road (D Sheets)
- Preliminary Plan and Profile for SW State Street (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Preliminary Right-of-Way and Easements Layout (H Sheets)
- Preliminary Construction Staging, Temporary Traffic Control, and Detour Maps (J Sheets)
- Preliminary Plan and Profile for Oralabor Gateway Trail (K Sheets)
- Preliminary Storm Sewer Plan (M Sheets)
- Preliminary Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Preliminary Sidewalk Plans (S Sheets)
- Existing Utility Mapping (U Sheets)

- Preliminary RCB Situation Plan TS&L and Site Plan (V Sheets)
- Preliminary Cross Sections for SW Oralabor Road (W Sheets)
- Preliminary Cross Sections for SW State Street (X Sheets)
- Preliminary Cross Sections for Oralabor Gateway Trail (X Sheets)

2.5.10 Preliminary Bid Items and OPCC

Determine preliminary quantities and bid items and prepare a preliminary Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on preliminary estimated quantities for major construction items and recent City of Ankeny and Iowa DOT bid tabs.

2.5.11 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 9.0 – Final Design**. It is assumed three (3) representatives of COMPANY will participate in the field review with CLIENT.

2.5.12 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 and Iowa DOT based on one (1) round of review comments received following submittal of Preliminary Plans.

2.6 Phase 6.0 – Right-of-Way and Easements

COMPANY will determine permanent right-of-way and permanent and temporary easement requirements for the projects. COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to prepare right-of-way plats and easement exhibits.

2.6.1 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 and Iowa DOT 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 included in the Preliminary Plans submitted to Iowa DOT. Final H Sheets 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 four (4) properties.

2.6.2 Platting and Exhibits

COMPANY will partner with NILLES to 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 Iowa DOT and CLIENT infrastructure. The Scope of Services as part of THIS AGREEMENT includes:

- Up to two (2) Right-of-Way Plats and Legal Descriptions
- Up to two (2) Permanent Easement Plats and Legal Descriptions
- Up to two (4) Temporary Easement Exhibits

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

2.6.3 *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.

2.7 Phase 7.0 – 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.

2.8 Phase 8.0 – Geotechnical Engineering Services

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to perform geotechnical field explorations, laboratory testing, and engineering analyses necessary to provide recommendations for structural fill, subgrade treatment, lateral earth pressures for sheet pile wall design, and subsurface drainage for consideration in the TRAIL PROJECT. Services are based on the preferred alternative developed during the Feasibility Study phase of a separate AGREEMENT, which included a RCB pedestrian tunnel under SW State Street and sheet pile retaining walls. Excavation of depths at approximately 12 feet are anticipated. TERRACON will provide a Geotechnical Engineering Report summarizing existing conditions, engineering analyses, and recommendations. TERRACON will also provide symbolized results of the drilling and testing in Iowa DOT format added to digital drawings to create soils plan and profile sheets (SPS Sheets) for the TRAIL PROJECT.

2.8.1 *Field Exploration*

TERRACON will layout one (1) boring and obtain ground surface elevations at the boring location using a survey level and rod in reference to the nearest benchmark(s). COMPANY will validate elevations based on existing terrain data. The boring is summarized below:

Planned Location	Number of Borings ¹	Planned Boring Depth (BGS) ²	No. of Pavement Cores
West of SW State Street and South of SW Oralabor Road	1	30 feet	0
1. See Exhibit E for anticipated exploration plan. 2. BGS = below existing ground surface.			

Subsurface Exploration Procedures

TERRACON will advance the soil boring with a drilling rig using continuous flight solid stem augers. Six (6) samples will be obtained in the upper 15 feet of the boring and at intervals of five feet thereafter. Soil sampling is typically performed using thin-wall tube and / or split-barrel sampling procedures. The samples will be placed in appropriate containers and taken to TERRACON laboratory for testing. TERRACON will observe and record groundwater levels during and shortly after completion of drilling and sampling. A temporary piezometer pipe will be installed in the borehole. The temporary piezometer is anticipated to consist of a screened section of PVC pipe and solid riser pipe. The depth of the temporary piezometer is anticipated to be less than 20 feet. The TERRACON exploration team will prepare field logs as part of the drilling operations, which will include sampling depths, penetration distances, and other sampling information. These field logs will include visual descriptions of the materials encountered during drilling and the driller's interpretation of the subsurface conditions between samples.

Site Access

The proposed boring location is situated within existing Iowa DOT roadway right-of-way. Should the proposed locations shown in Exhibit E be moved to private property at the request of CLIENT, TERRACON will coordinate access to Iowa DOT right-of-way with an adjacent property owner. TERRACON will confirm with Iowa DOT that geotechnical activities for the TRAIL PROJECT will be allowed under Permit No. 77A-2021-046. Permit No. 77A-2021-046 is the active permit for work completed for the TRAIL PROJECT during the Feasibility Study phase of a separate AGREEMENT. A new permit will be acquired by TERRACON, if necessary.

Traffic Control

TERRACON will retain a traffic control subcontractor to facilitate drilling for this project. The costs for implementing traffic control measures in accordance with FHWA MUTCD such as signs, traffic cones, and flaggers, as needed to protect the travelling public and TERRACON's work area(s) are included in THIS AGREEMENT.

Ground Disturbance

TERRACON will take reasonable efforts to reduce damage to properties. However, it should be understood that in the normal course of field exploration, disturbance could occur (e.g., muddying the ground surface, penetrations through pavements, etc.). THIS AGREEMENT Scope of Services does not include services associated with repair of existing landscapes or pavements to existing conditions and is limited to backfilling and patching one (1) borehole.

The borehole will be backfilled after the temporary piezometer pipe is removed. TERRACON anticipates a two week duration for the piezometer pipe to remain in place. Excess auger cuttings will be dispersed in the adjacent ditches. Because backfill material often settles below the surface after a period of time, TERRACON recommends the borehole be checked periodically and backfilled by CLIENT. TERRACON can provide this service as part of a separate AMENDMENT.

Safety

TERRACON assumes there are no environmental concerns at this project site that would create health or safety hazards associated with the exploration program. Standard OSHA Level D Personal Protection Equipment (PPE) is considered appropriate for the exploration program.

Phase 8.0 – Geotechnical Engineering Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on the boring log and summarized in the Geotechnical Engineering Report.

TERRACON will submit a ticket request through Iowa One-Call for utility location services. The location of the proposed boring may deviate from Exhibit E based on the locations of utilities marked by Iowa One-Call service providers. TERRACON will not proceed with the boring until locations have been marked by Iowa One-Call service providers. **Phase 8.0 – Geotechnical Engineering Services** does not include subsurface utility exploration.

2.8.2 Laboratory Testing

TERRACON will review field data and assign various laboratory tests to better understand select engineering properties of various strata. The anticipated laboratory tests for this project include:

- Description of Soils
- Water Content
- Unit Weight
- Unconfined Compressive Strength
- Atterberg Limits
- Grain Size Analysis

The laboratory testing program includes examination of soil samples. Based on the material's texture and plasticity, TERRACON will describe and classify the soil samples in general accordance with the Unified Soil Classification System (USCS).

2.8.3 Geotechnical Engineering Report

Results of **2.8.1 Field Exploration** and **2.8.2 Laboratory Testing** will be reviewed and summarized by a professional engineer in a Geotechnical Engineering Report. The Geotechnical Engineering Report will include the following:

- Boring log with field and laboratory data.
- Stratification based on visual soil descriptions.
- Groundwater levels observed during and after the completion of drilling.
- Site Location and Exploration Plan.
- Subsurface exploration procedures.
- Description of subsurface conditions.
- Earthwork construction, including:
 - Excavation and subgrade preparation.
 - Cut and fill construction.
 - Structural fill material types.
 - Structural fill compaction criteria.
- Global slope stability analysis (one location)
- Lateral earth pressure recommendations for sheet pile wall design
- Subsurface drainage recommendations for box culvert

2.9 Phase 9.0 – Final Design

Upon CLIENT's acceptance of the Preliminary Plans comment resolution and Iowa DOT environmental clearances, COMPANY shall subsequently proceed with **Phase 9.0 – Final Design**. The services to be performed by COMPANY as part of this Phase are described below.

2.9.1 Final Roadway

A final roadway design for the INTERSECTION PROJECT will be developed based on the design developed during **Phase 5.0 – Preliminary Design**. The final roadway design will include the primary components:



Roadway Typical Sections and Details

Finalize 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

Existing horizontal alignments and vertical profiles based on the topographic survey and available as-built record drawing information are considered complete in the Preliminary Plans. Horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving will be finalized and depicted on the D Sheets (SW Oralabor Road) and E Sheets (SW State Street).

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 and roadway construction tie-ins. Cross slopes, taper transition points, limits of curbs, shoulder transitions, and a jointing will be depicted on L Sheets.

Roadway Modeling and Cross Sections

COMPANY will finalize the roadway model and cross sections for inclusion in the Final Plans. Cross sections will be finalized for SW Oralabor Road (W Sheets) and SW State Street (X Sheets) at 25-foot intervals and at geometric break points, transition points, entrance centerlines, storm sewer intakes, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads 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).

2.9.2 Final Intersections

COMPANY will prepare final intersection and sidewalk layouts for the INTERSECTION PROJECT, including geometrics, staking, and joining, and Sidewalk Compliance Tabulations.

Geometrics, Staking, and Jointing

Determine final pavement elevations, curb return profiles, and jointing details at the SW Oralabor Road and SW State 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 5.0 – Preliminary Design**. Verify compliance with the current “Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way” (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).

2.9.3 Final Private Entrance

COMPANY will finalize the design of one (1) SW State Street private access for the Hy-Vee property located near the northwest corner of SW Oralabor Road and SW State Street intersection. Final design will be depicted on a SW State Street preliminary plan and profile E Sheet.

2.9.4 Final Trail

Typical sections and typical details for the TRAIL PROJECT will be finalized by COMPANY based on comment resolution of the Preliminary Plans. COMPANY will finalize horizontal alignments and vertical profiles depicted on K Sheets for the TRAIL PROJECT based on comment resolution of the Preliminary Plans. COMPANY will finalize the trail model and cross sections. Earthwork computations will be performed using the final cross sections and provided in a Tabulation of Earthwork (T Sheets).

2.9.5 Final Construction Staging and Traffic Control

Refine the construction staging, maintenance of access plans and traffic control plan developed during **Phase 5.0 – Preliminary Design**. Maintenance of vehicular traffic will be finalized with layout of temporary traffic control devices in accordance with FHWA MUTCD. COMPANY will finalize detours due to any intersection or roadway segment closures being considered for overnight closures for installation of traffic signal poles and mast arms and installation of temporary shoring. Temporary shoring requirements for construction of the TRAIL PROJECT will be shown in both plan and section views included in the staging and traffic control portion of the plans. In addition, the final pedestrian tunnel plans will include two situation plan sheets. The situation plan sheets will show temporary shoring for each stage of construction in both the longitudinal section as well as the plan views. The design of temporary shoring will be the responsibility of the Contractor.

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

2.9.6 Final Drainage

COMPANY will finalize storm sewers, culvert layouts, and drainage designs based on comment resolution of Preliminary Plans. The final drainage design will include the primary components:

Storm Sewer and Subdrains

Storm sewer designs, subdrains, trench drains, and revetment will be finalized and shown on M Sheets.

Culverts and Ditches

Overland flow and ditch conveyance near the intersection of SW Oralabor Road and SW State will be finalized. Ditches grades, culvert structure types, sizes and lengths, and revetment measures will be specified on D Sheets, E Sheets, and K Sheets. Ditch sections will be depicted in the cross sections (W Sheets, X Sheets, and Y Sheets).

2.9.7 Final Traffic Signal

This task includes the preparation of final traffic signal plans for the intersection of SW Oralabor Road and SW State Street. COMPANY will refine the traffic signal design plans, developed during **Phase 5.0 – Preliminary Design**. Determine final traffic signal locations, wiring, and pedestrian accommodations and develop vehicle detection sheets. Tie-in to existing traffic signal interconnection along both the SW Oralabor Road and SW State Street corridors will be required as part of the project.

Design of temporary traffic signal plans for the staged construction of the intersection is included in the Scope of Services. Wiring diagrams will be provided. Temporary traffic signal wiring will be considered incidental to the lump sum bid item for each temporary traffic signal. Signal phasing diagrams and signal head placement adjustment layouts, if needed, will also be prepared for

each construction stage. A standard temporary traffic signal detail sheet will be included within the plans. Use of wooden span-wire poles for temporary supports is anticipated. Due to intersection size, span lengths of approximately 170' to 180' are anticipated.

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. Power service coordination will remain at a high level with the intent that the Contractor will be responsible for final power service coordination details.

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.

It is understood that the project does involve the use of State or Federal funding, and thus the preparation of a Public Interest Finding (PIF) memorandum will be required. COMPANY will prepare ***Iowa DOT Form 810071 – Agreement for Approval of a Traffic Control Device.***

2.9.8 Final Lighting

Develop a street lighting layout based on MidAmerican Energy's standard street lighting equipment to accommodate the widening of SW Oralabor Road and SW State Street. COMPANY anticipates a street lighting layout with alternating north / south pole locations along SW Oralabor Road, alternating east / west pole locations along SW State Street. The lighting layout will include luminaires located on top of the traffic signal structures at each corner of the signalized intersection of SW Oralabor Road and SW State Street. COMPANY will evaluate box culvert tunnel and tunnel approach lighting and coordinate a power source.

COMPANY will perform a photometric analysis, per City of Ankeny lighting policy, 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 roadway illumination policy.

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.

2.9.9 Final Structures

Underpass Tunnel

This task includes the effort to verify the concrete dimensions and design the reinforcing steel for the TRAIL PROJECT underpass structure. The design will be based on modified Iowa DOT Reinforced Concrete Pedestrian Tunnel Standard details and modified Iowa DOT single Reinforced Concrete Box Culvert Standard details. This task will also include the effort to design modifications to the standards to accommodate aesthetic form liners; determine the geometry for the tunnel sections for each stage of construction; the design of non-standard, flared, cast-in-place wing walls; the layout of lighting and conduit for the lighting in the underpass structure and the layout of safety rail to protect the ends of the underpass structure and the tops of the walls.

Retaining Walls

This task includes the effort to finalize the design of the sheet pile retaining walls including the effort to perform structural analysis and design of the sheet pile sections as well as the concrete façade and the details required to connect the sheet pile walls to the underpass wings.

2.9.10 Final Erosion Control and SWPPP

Finalize locations and types of temporary and permanent erosion control measures to be used on the project. COMPANY will identify drainage basins associated with disturbed areas on R Sheets. COMPANY will indicate location of erosion control devices and areas to be seeded on R Sheets. Tabulations of erosion control measures and a Storm Water Pollution Prevention Plan (SWPPP) will be provided in RC Sheets.

2.9.11 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.

Grading Plan

COMPANY will prepare a separate grading plan to depict the special grading associated with the TRAIL PROJECT. Proposed grading lines, ground intercept lines, break lines, and slope labels will be included.

Existing Utilities Mapping

Existing Utilities Mapping (for information only) will be based on utility survey of surface visible utility features, Iowa One Call locates, and test holes performed as part of task **2.3.4 Test Holes**.

2.9.12 Final Plans

COMPANY will prepare bid-ready Check Plans (95%) for CLIENT and Iowa DOT review and comment. COMPANY will address one (1) round of CLIENT and Iowa DOT comments from the Check Plans submittal and prepare Final Plans (100%) for an Iowa DOT Bid 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 SW Oralabor Road (D Sheets)
- Plan and Profile for SW State Street (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Right-of-Way and Easement Layout (H Sheets)
- Construction Staging, Detour Maps, and Temporary Traffic Control (J Sheets)
- Permanent Traffic Control Pavement Markings and Signing (J Sheets)
- Plan and Profile for Oralabor Gateway Trail (K Sheets)
- Geometrics, Staking, and Jointing (L Sheets)
- Storm Sewer and Drainage Plan (M Sheets)
- Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Lighting Plan (P Sheets)
- Erosion Control and SWPPP (RC Sheets)

- Erosion Control Basins and Devices (R Sheets)
- Sidewalk and Pedestrian Ramp Plan and Sidewalk Compliance (S Sheets)
- Soils Plan and Profile (SPS Sheets)
- Tabulation of Earthwork (T Sheets)
- Removal Plan (U Sheets)
- Grading Plan (U Sheets)
- RCB Situation Plan TS&L, Site Plan, and Details (V Sheets)
- Sheet Pile Retaining Wall Layouts and Details (V Sheets)
- Cross Sections for SW Oralabor Road (W Sheets)
- Cross Sections for SW State Street (X Sheets)
- Cross Sections for Oralabor Gateway Trail (X Sheets)

2.9.13 Final Bid Items and OPCC

Determine final bid items using the standard bid items provided by Iowa DOT. Prepare and verify quantity calculations for bid items. Prepare estimate reference information based on Iowa DOT specifications.

Prepare final 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 to Iowa DOT through the Transportation Project Management System (TPMS) Project Development application at the Check Plans and Final Plans milestones.

2.9.14 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.

2.10 Phase 10.0 – Pre-Letting Support

COMPANY will perform the following tasks related to project permitting and bid letting. COMPANY will provide technical criteria, written descriptions, design data and prepare the permit applications on behalf of CLIENT. Any fees for the permits, licenses or other costs associated with the permits and approvals will be invoiced to CLIENT as reimbursable expenses. Iowa DOT will administer the letting process.

2.10.1 Permits

Due to the proposed improvements, it is assumed one (1) permit application will be submitted to the Iowa Department of Natural Resources (DNR) and three (3) permit applications will be submitted to the Iowa DOT.

- National Pollutant Discharge Elimination System (NPDES) Permit Application.
- Iowa DOT Form 810028 – Application to Perform Work Within State Right-of-Way
- Iowa DOT Form 531051 – 511 Request Form
- Iowa DOT Form 810071 – Agreement for Approval of a Traffic Control Device
- Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations

2.10.2 Project Development Certification

COMPANY will prepare **Iowa DOT Form 730002 – Project Development Certification** to document clearances required to initiate the Iowa DOT letting process.



2.10.3 Clarifications and Addenda

COMPANY will support CLIENT and Iowa DOT by providing clarification of design intent and responding to contractor questions during the letting period. COMPANY will prepare plan addenda, if necessary, during the letting period. A maximum of two (2) addenda are included in this Scope of Services.

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 and accommodates an Iowa DOT letting schedule as defined by I.M. 3.010. The schedule includes reasonable allowances for review and approval times required by CLIENT and Iowa DOT. 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.

• Concept Statement Submittal to CLIENT	February 8, 2022
• Concept Statement Submittal to Iowa DOT	February 15, 2022
• Preliminary Plans (50%) Submittal to CLIENT	April 19, 2022
• Joint Utility Coordination Meeting	May 3, 2022
• Right-of-Way and Easement H Sheets Submittal to CLIENT	May 10, 2022
• Right-of-Way Plats and Easement Exhibits Submittal to CLIENT	May 24, 2022
• Project Information Meeting (PIM)	June 14, 2022
• Preliminary Plans (50%) Submittal to Iowa DOT	July 19, 2022
• Check Plans (95%) Submittal to CLIENT	August 30, 2022
• Check Plans (95%) Submittal to Iowa DOT	October 4, 2022
• Final Plans (100%) Submittal to CLIENT	October 18, 2022
• Final Plans (100%) Submittal to Iowa DOT	November 15, 2022
• Bid Letting	February 21, 2023

3.2 Deliverables

The following deliverables are included with this Scope of Services.

- Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects
- Iowa DOT Form 760005 – Determination of Effect for Threatened & Endangered Species
- Iowa DOT Form 760006 – Park, Recreation Land, and Wildlife and Waterfowl Refuge Section (4f) Determination
- Preliminary Plans prepared on 11" X 17" sheets in PDF format
- Right-of-Way and Easement H Sheets
- Right-of-way and Permanent Easement Plats and Legal Descriptions
- Temporary Easement Exhibits and Descriptions
- Project Information Meeting Scroll Plot Exhibits (2)
- Final Geotechnical Engineering Report
- Check Plans (95%) prepared on 11" X 17" sheets in PDF format
- Check Plans (95%) Bid Items
- Check Plans Checklist (I.M. 3.500 Attachment A)
- Check Plans Checklist (I.M. 3.700 Attachment B)
- Final Plans (100%) prepared on 11" X 17" sheets in PDF format
- Final Plans (100%) Bid Items
- Final Plans (100%) prepared on 11" X 17" hard copy sheets (5)



- NPDES Permit Application
- Iowa DOT Form 810028 – Application to Perform Work Within State Right-of-Way
- Iowa DOT Form 531051 – 511 Request Form
- Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities
- Iowa DOT Form 810071 – Agreement for Approval of a Traffic Control Device
- Iowa DOT Form 730002 – Project Development Certification

Submittals to Iowa DOT will be completed through the TPMS Project Development application.

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

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

- Cultural resource investigations and reports.
- Evaluation of aesthetic treatments.
- Traffic data collection, volume forecasting, and operations analysis.
- Stormwater routing analysis and detention basin design.
- Property Appraisals, Acquisition Compensation Estimates, and Parcel Files
- 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:

- **Phase 2.0 – Survey and Mapping**
- **Phase 6.0 – Right-of-Way and Easements**
- **Phase 8.0 – Geotechnical Engineering Services**

COMPANY will rely on a SUBCONTRACTOR for the following items:

- **Phase 2.3.4 – Test Holes**

6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Payment processing for property acquisition.
- Coordination and meetings with property owners, local interest groups, or public.
- Property Appraisals, Acquisition Compensation Estimates, and Parcel Files
- Acquisition of right-of-way and easements.
- 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 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 15 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 \$355,700 summed as follows:

	TOTAL	TRAIL PROJECT	INTERSECTION PROJECT
Phase 1.0 – Project Management and Administration	\$ 32,000	\$ 16,000	\$ 16,000
Phase 2.0 – Survey and Mapping	\$ 24,600		\$ 24,600
Phase 3.0 – Utility Coordination	\$ 22,200	\$ 11,100	\$ 11,100
Phase 4.0 – Pre-Design Concept	\$ 8,600	\$ 8,600	
Phase 5.0 – Preliminary Design	\$ 90,000	\$ 40,000	\$ 50,000
Phase 6.0 – Right-of-Way and Easements	\$ 9,400	\$ 3,700	\$ 5,700
Phase 7.0 – Project Information Meeting	\$ 3,800	\$ 1,900	\$ 1,900
Phase 8.0 – Geotechnical Engineering Services	\$ 10,700	\$ 10,700	
Phase 9.0 – Final Design	\$ 150,000	\$ 76,000	\$ 74,000
Phase 10.0 – Pre-Letting Support	\$ 4,400	\$ 2,600	\$ 1,800
Total	\$ 355,700	\$ 170,600	\$ 185,100

The summary above is provided for information purposes. Fees for each Phase may be reallocated to other Phases based on project workflow. Invoices will not be divided or separated for individual projects.



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 a reasonable amount to reimburse COMPANY for termination costs.

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 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.

Jason Lastovica, 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: 1/28/2022

CITY OF ANKENY

Accepted by:

A handwritten signature in blue ink, appearing to read 'Mark E. Holm', written over a horizontal line.

Printed/Typed Name:

Mark E. Holm

Title: Mayor

Date: 2-7-22

Attest:

A handwritten signature in blue ink, appearing to read 'Denise L. Hoy', written over a horizontal line.

Printed/Typed Name:

Denise L. Hoy

Title: City Clerk

Date: 2-7-22

EXHIBIT A

City of Ankeny Insurance Requirements for Professional Services

1. HR Green, Inc. _____ 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	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

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.

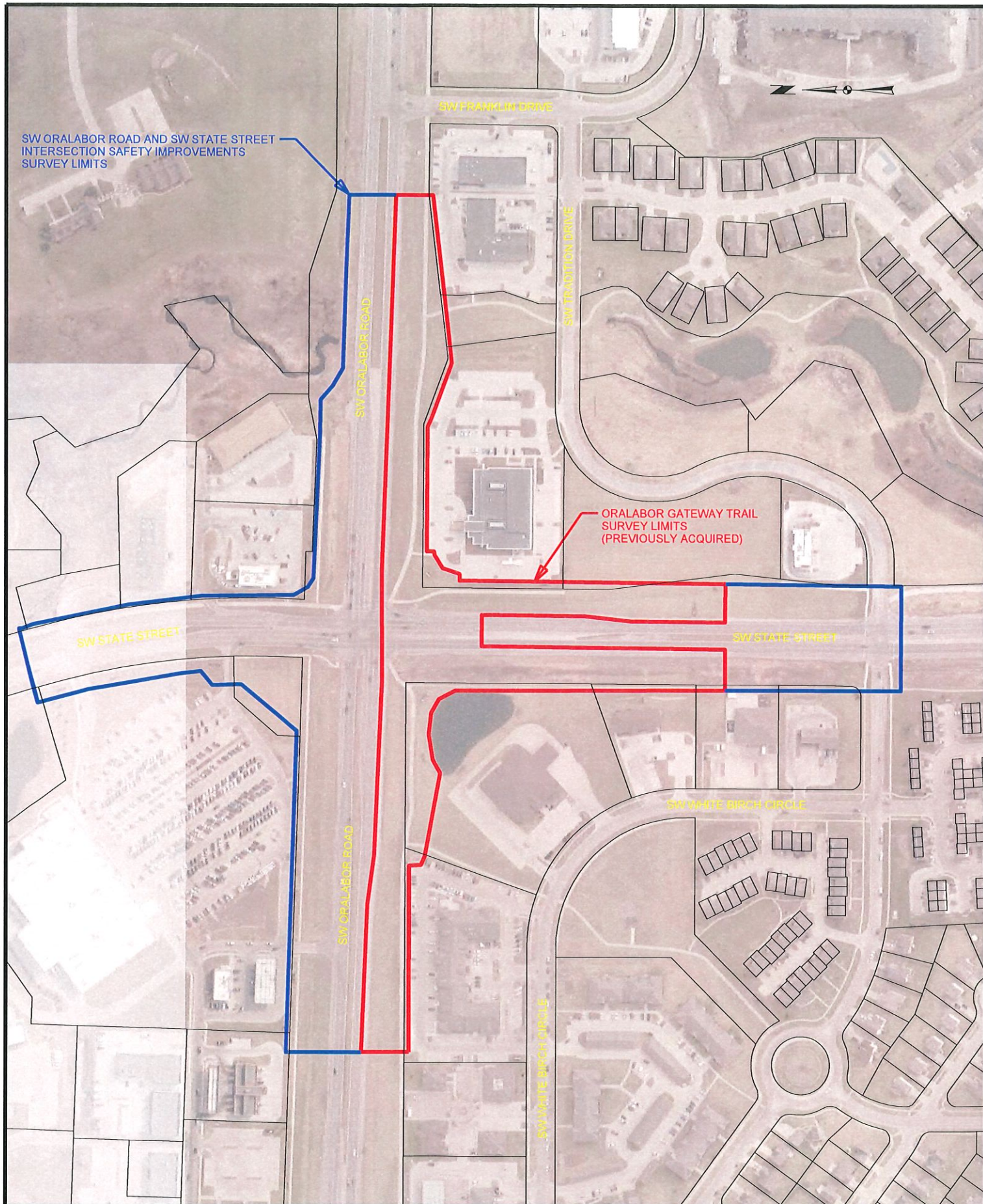


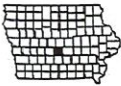
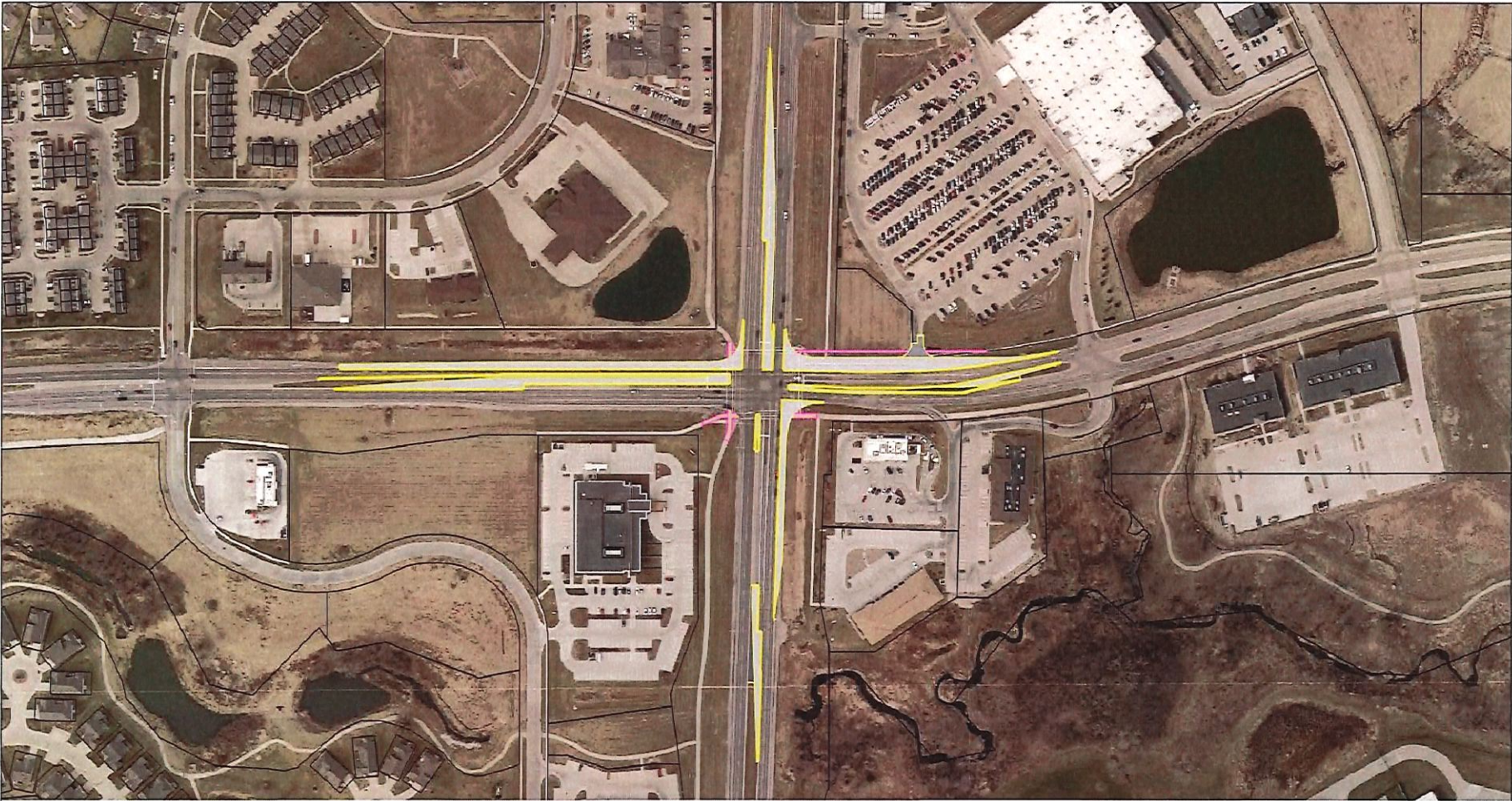
EXHIBIT B
HR GREEN
Billing Rate Schedule
Effective January 1, 2022

Professional Services	Billing Rate Range
Principal	\$215- \$310
Senior Professional	\$195- \$300
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$140- \$205
Field Personnel	\$90- \$170
Junior Field Personnel	\$75- \$100
Administrative Coordinator	\$70-\$115
Administrative	\$65- \$100
Corporate Admin	\$80- \$150
Operators/Interns	\$50- \$120

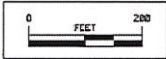
Reimbursable Expenses

1. 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 \$0.85 per mile.





LEGEND:
— APPROXIMATE RIGHT-OF-WAY



SW ORALABOR ROAD & SW STATE STREET
INTERSECTION IMPROVEMENTS
ANKENY, IOWA

JULY 2020
SECTION C

* FOR ILLUSTRATIVE PURPOSES ONLY

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Oralabor Gateway RCB Culvert ■ Ankeny, Iowa

November 5, 2021 ■ Terracon Proposal No. P08215093_SA1



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Change Order #13 increasing the contract amount by \$10,688.94 to Graphite Construction Group for additional construction services on the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #13

city of
Ankeny
bringing it all together

Project Title:	Ankeny Senior Community Center		
Contractor:	Graphite Construction Group		
Address:	3401 106th Circle - Urbandale, Iowa 50322		
Finance Budget Code:	905.2905.4412	Finance Project #	905.4412
Vendor Project or Invoice #:	0	PO #	-
Original Contract Date:	July 6, 2020	Vendor #	9893

Change Order Number: 13

Change Order Date: July 5, 2022 MS

Purpose of Change Order: Changes to contract amount

[illegible]

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
COR-059	Added Railing at Front Guard Rail				\$ 10,688.94
					\$ -

Change Order Number:	13	makes the following adjustments to the Contract:	\$ 10,688.94
----------------------	----	--	--------------

Contractor Accepted: Graphite Construction Group
 Firm Name Graphite Construction Group
 Signature [Signature] Date 6/20/22

Engineer Approved: Shive-Hattery, Inc.
Jun 16 2022 2:18 PM
 Signature _____ Date _____

Owner Accepted: _____ City of Ankeny 2/12

Signature Title

Attest for Owner:

_____ Signature	_____ Title
--------------------	----------------

Signature	Title
	Date

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 5,654,000.00
1	Change Order #01	\$ 9,807.73
2	Change Order #02	\$ 207,701.89
3	Change Order #03	\$ 6,581.83
4	Change Order #04	\$ 12,792.16
5	Change Order #05	\$ 28,156.47
6	Change Order #06	\$ 9,944.33
7	Change Order #07	\$ 5,059.00
8	Change Order #08	\$ 8,321.83
9	Change Order #09	\$ 25,409.86
10	Change Order #10	\$ 6,436.00
11	Change Order #11	\$ 3,882.79
12	Change Order #12	\$ 15,411.62
13	Change Order #13	\$ 10,688.94
14		
15		

Revised Contract Amount \$ 6,004,194.45

DATE: 05/18/22



PROPOSAL REQUEST 26

ATTN: Kristen Clark, Todd Wehr

TO: Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266

PROJECT: Ankeny Senior
Community
Center

FROM: Jennifer Lynch

THE FOLLOWING PROPOSAL IS BASED ON:

Added railing at front guard rail which is required by City of Ankeny to receive full occupancy.

Materials Only - Primed in Shop Coat (Artistic Iron)	\$	3,556.70
Painting - Material & Labor (JC Toland)	\$	1,372.80
Rail Welding - Labor (Graphite)	\$	5,100.00

*This PR does not include the temporary occupancy permit extensions required by the city. Per the attached quote. This material will be an 8-10 week lead time, with install & paint thereafter.

*The city is requiring this be added so we will not achieve full occupancy until this work is complete. The final cost of added temporary extensions can either be waived by the city or will require an additional PR when these costs are finalized.

OH&P (5%)	\$	501.48
BOND AND INSURANCE (1.5%)	\$	157.96
GRAND TOTAL	\$	10,688.94

The Contract Sum will be **increased** by this change in the amount of **\$10,688.94**

ALL TIME ELEMENTS, DELAYS, DISRUPTIONS, AND GENERAL CONDITIONS COSTS ASSOCIATED WITH THIS CHANGE ARE NOT INCLUDED IN THE PRICING, AND WILL BE SENT AT A LATER DATE ONCE THE WORK IS COMPLETE. PLEASE LET THIS SERVE AS NOTICE OF CLAIM FOR TIME AND COSTS ASSOCIATED WITH THIS CHANGE REQUEST

APPROVED BY: _____

DATE: _____

ORGANIZATION: _____



ESTIMATE

Estimate # 13807

Date 5/4/2022

Graphite Construction Group
1955 NE 58th Avenue, Suite 100
Des Moines, IA 50313

Job Name: **Ankeny Senior Community Center**

Description	Qty	Estimated Cost	Total
All materials and labor necessary to furnish ONLY (NO delivery - NO Install) - Prime painted ONLY (shop coat) 1 1/2" steel pipe sections (42 pcs) for existing rail. Bid is based on information provided by e-mail dated 5/3/22. Total Lump Sum for Above Items ONLY NOTE: Contractor to furnish Artistic Iron Works with exact cut lengths. Bid does NOT include: - Installation - Delivery - Final paint finish	1		\$3556.70
NOTE: CURRENT LEAD TIMES ARE 8 - 10 WEEKS FROM THE RECEIPT OF APPROVED SHOP DRAWINGS PRICING IS GOOD FOR 14 DAYS		Total	\$3556.70

Signature _____

Date _____

* To proceed with work, please sign, date & return estimate designating what options (if any) you would like to proceed with. A down payment may be required. No fabrication will begin until signed approval, final measurements & field verification are received. Typical lead time is 8 - 10 weeks once final approval is received. Estimate is valid for 7 days.

* NOTE: Contractor or Owners are responsible to provide adequate blocking for all railing attachment points.

* If your company is exempt from sales tax, please email your sales tax exemption certificate. Sales tax will only be removed upon receipt of tax exemption certificate.

* If you are paying with a credit or debit card there will be a 4% fee associated with the transaction.

This estimate is subject to Artistic Iron Works terms and conditions.



**SHIVE-HATTERY, INC.
PROPOSAL REQUEST**

PROJECT: Ankeny Community Senior Center	PROPOSAL REQUEST NO: 026
OWNER: City of Ankeny 220 West First St Ankeny, IA 50023	DATE OF ISSUANCE: April 27, 2022
TO CONTRACTOR: Rochon Corporation of Iowa 3401 106 th Cir. Urbandale, IA 50322	ARCHITECT: Shive-Hattery, Inc. 4125 Westown Pkwy Ste 100 West Des Moines, IA 50266
	ARCHITECT'S PROJECT NO: 4185992

CONTRACT FOR: General Construction

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents describe herein.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

Guardrail Change: **ADD** 1 ½" horizontal pipe rails to match the existing rails at the porch.

Refer to attached sketch for details. Field verify all dimensions before fabricating. Weld and paint rails to match existing. A 4" sphere shall not be able to pass through the guardrail when complete.

ISSUED BY:

Shive-Hattery, Inc.

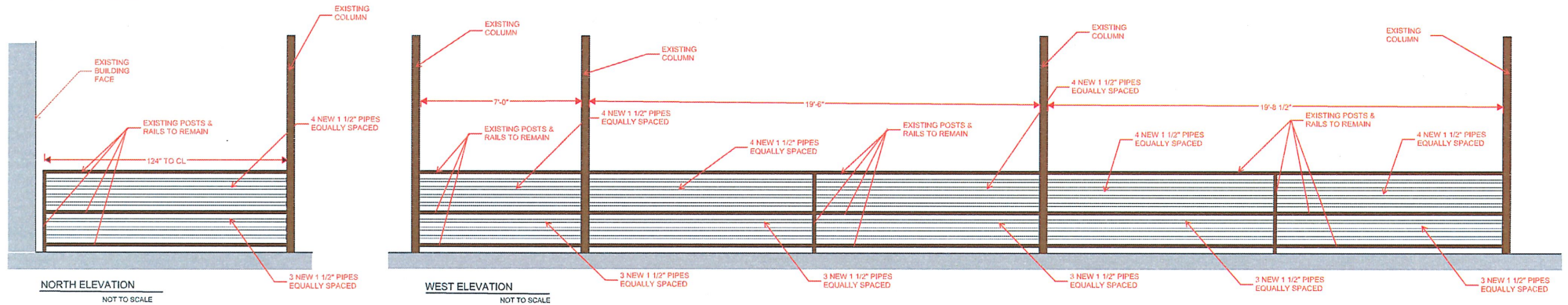
Todd C. Wehr

Todd C. Wehr, AIA

Copy: Distributed via Submittal Exchange

Attachments: Guardrail PDF.

PR 026 SK
SHIVE-HATTERY
APRIL 22, 2022





ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #6 increasing the contract amount by \$49,080.00 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

Additional measures were required to mitigate soft soils below the subgrade in certain locations. Those measures included additional quantities of BELOW GRADE EXCAVATION (#2.05) and MODIFIED SUBBASE (#2.07) as well as installation of the GEOGRID (#12.06). Locations were specified per the Geotechnical Engineer's recommendations. Change order will require 3 working days to complete work.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #6

CHANGE ORDER FORM



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive
Contractor: Sternquist Construction
Address: 1110 N 14th Street, Indianola, Iowa 50125
Finance Budget Code: 959.3959.4451 **Finance Project #** 959.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 15, 2021 **Vendor #** 6417

Change Order Number: 6

Change Order Date: July 5, 2022

Purpose of Change Order:

Additional measures were required to mitigate soft soils below the subgrade in certain locations. Those measures included additional quantities of BELOW GRADE EXCAVATION (#2.05) and MODIFIED SUBBASE (#2.07) as well as installation of the GEOGRID (#12.06). Locations were specified per the Geotechnical Engineer's recommendations. Change order will require 3 working days to complete work.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.05	BELOW GRADE EXCAVATION (CORE OUT)	CY	57.00	\$ 10.00	\$ 570.00
2.07	SUBBASE, MODIFIED	SY	2,457.00	\$ 10.00	\$ 24,570.00
12.06	SUBGRADE TREATMENT, GEOGRID	SY	5,320.00	\$ 4.50	\$ 23,940.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 6 makes the following adjustments to the Contract: **\$ 49,080.00**

Contractor Accepted: Sternquist Construction

Signature: [Signature] Date: 6-22-22

Engineer Approved: Civil Design Advantage

Signature: [Signature] Date: 6/23/2022

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 4,526,677.00
1	April 19, 2021	\$ (78,890.75)
2	June 7, 2021	\$ 3,811.50
3	November 1, 2021	\$ 875.00
4	January 3, 2022	\$ 15,240.00
5	June 6, 2022	\$ (600.00)
6	July 5, 2022	\$ 49,080.00
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 4,516,192.75**



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$5,766.50 to Absolute Concrete Construction Inc. for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment No. 2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36th Street Reconstruction- I-35 to NE Four Mile Drive
Contractor: Absolute Concrete Construction Inc.
Address: 1000 West 6th Avenue Slater, IA 50244
Finance Budget Code: 896.3896.4451 **Finance Project #** 896.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 14, 2022 **Vendor #** 4997

Date of Council Meeting: July 5, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 15, 2022 Through: June 11, 2022

Contract Summary

Original Contract Amount:	\$	5,069,501.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	5,069,501.00	
Total completed and stored to date:	\$	54,144.50	
Retainage: 5 % of Completed Work:	\$	2,707.23	
Total Earned less Retainage:	\$	51,437.27	
Less previous applications for payment:	\$	45,670.77	
SUBTOTAL	\$	5,766.50	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	5,766.50	
Balance to finish, including retainage:	\$	5,018,063.73	

Contract Time Remaining (If applicable) 172.00 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: Absolute Concrete Construction Inc.

[Signature] **Firm Name:** Absolute Concrete Construction Inc.
Signature **Date:** 6/27/2022

Engineer / Consultant Approval: HR Green, Inc.

Tony Babcock **Firm Name:** HR Green, Inc.
Signature **Date:** 6/27/2022
Digitally signed by Tony Babcock
DN: C=US, E=tbabcock@hrgreen.com, OU=HR Green, CN=Tony Babcock
Location: NE 36th St Reconstruction - Ankeny
Reason: Pay Estimate 02
Date: 2022.06.27 10:20:43 -0500

City of Ankeny Staff Approval:

Amy Quartell **Signature** **Date:** 6/27/2022

Submit to: Amy Quartell, P.E. - City Engineer
E-mail: AQuartell@Ankenylowa.gov **Phone:** (515) 965-6448 **Fax:** (515) 965-6448

Date Printed: 6/27/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	DIVISION 2- EARTHWORK										
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	-	\$ -	1.00	0.00%
2.02	Topsoil, On-Site	CY	3,577.00		3,577.00	\$ 10.00	\$ 35,770.00	-	\$ -	3,577.00	0.00%
2.03	Topsoil, Off-Site	CY	1,649.00		1,649.00	\$ 15.00	\$ 24,735.00	-	\$ -	1,649.00	0.00%
2.04	Excavation, Class 10, Import	CY	8,208.00		8,208.00	\$ 8.00	\$ 65,664.00	-	\$ -	8,208.00	0.00%
2.05	Excavation, Class 10, Roadway and Borrow	CY	12,832.00		12,832.00	\$ 8.00	\$ 102,656.00	-	\$ -	12,832.00	0.00%
2.06	Subgrade Preparation, 6"	SY	13,830.00		13,830.00	\$ 1.50	\$ 20,745.00	513.00	\$ 769.50	13,317.00	3.71%
2.07	Subgrade Preparation, 9"	SY	10,488.00		10,488.00	\$ 3.00	\$ 31,464.00	-	\$ -	10,488.00	0.00%
2.08	Subbase, Modified, 6"	SY	24,318.00		24,318.00	\$ 12.00	\$ 291,816.00	-	\$ -	24,318.00	0.00%
2.09	Subbase, Modified, Asphalt Millings, 3"	SY	513.00		513.00	\$ 9.00	\$ 4,617.00	513.00	\$ 4,617.00	-	100.00%
2.10	Removal of Structure, Concrete Footing of Highway Sign	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00	-	\$ -	6.00	0.00%
2.11	Removal of Known Pipe Culvert, CMP, 12"- 24" Dia.	LF	252.00		252.00	\$ 21.00	\$ 5,292.00	-	\$ -	252.00	0.00%
2.12	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia.	LF	663.00		663.00	\$ 15.00	\$ 9,945.00	-	\$ -	663.00	0.00%
2.13	Compaction Testing	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	-	\$ -	1.00	0.00%
2.14	Below Grade Excavation (Core Out)	CY	100.00		100.00	\$ 8.00	\$ 800.00	-	\$ -	100.00	0.00%
2.15	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	130.00		130.00	\$ 35.00	\$ 4,550.00	68.80	\$ 2,408.00	61.20	52.92%
2.16	Locating and Repairing Field Tile	STA	30.00		30.00	\$ 2,200.00	\$ 66,000.00	-	\$ -	30.00	0.00%
	DIVISION 3 - TRENCH EXCAVATION AND BACKFILL										
3.01	Trench Compaction Testing	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	1.00	0.00%
	DIVISION 4- SEWERS AND DRAINS										
4.01	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00		161.00	\$ 130.00	\$ 20,930.00		\$ -	161.00	0.00%
4.02	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	679.00		679.00	\$ 94.00	\$ 63,826.00		\$ -	679.00	0.00%
4.03	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	696.00		696.00	\$ 96.00	\$ 66,816.00		\$ -	696.00	0.00%
4.04	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	225.00		225.00	\$ 121.00	\$ 27,225.00		\$ -	225.00	0.00%
4.05	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	216.00		216.00	\$ 158.00	\$ 34,128.00		\$ -	216.00	0.00%
4.06	Storm Sewer, Trenched, RCP, 2000D (Class III), 36" Dia.	LF	763.00		763.00	\$ 200.00	\$ 152,600.00		\$ -	763.00	0.00%
4.07	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00		528.00	\$ 32.00	\$ 16,896.00		\$ -	528.00	0.00%
4.08	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	166.00		166.00	\$ 146.00	\$ 24,236.00		\$ -	166.00	0.00%
4.09	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 27"	LF	188.00		188.00	\$ 271.00	\$ 50,948.00		\$ -	188.00	0.00%
4.10	Pipe Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 2,700.00	\$ 10,800.00		\$ -	4.00	0.00%
4.11	Pipe Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 4,500.00	\$ 4,500.00		\$ -	1.00	0.00%
4.12	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 4,700.00	\$ 18,800.00		\$ -	4.00	0.00%
4.13	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 715.00	\$ 2,860.00		\$ -	4.00	0.00%
4.14	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 715.00	\$ 715.00		\$ -	1.00	0.00%
4.15	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 715.00	\$ 2,860.00		\$ -	4.00	0.00%
4.16	Pipe Apron Guard	EA	7.00		7.00	\$ 3,400.00	\$ 23,800.00		\$ -	7.00	0.00%
4.17	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00		5,124.00	\$ 30.00	\$ 153,720.00		\$ -	5,124.00	0.00%
4.18	Subdrain Cleanout, Type B, 24"	EA	2.00		2.00	\$ 3,000.00	\$ 6,000.00		\$ -	2.00	0.00%
4.19	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	12.00		12.00	\$ 540.00	\$ 6,480.00		\$ -	12.00	0.00%
4.20	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00		40.00	\$ 211.00	\$ 8,440.00		\$ -	40.00	0.00%
	DIVISION 5- WATER MAINS AND APPURTENANCES										
5.01	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	120.00		120.00	\$ 95.00	\$ 11,400.00		\$ -	120.00	0.00%
5.02	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	0.00%
5.03	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00		1.00	\$ 850.00	\$ 850.00		\$ -	1.00	0.00%
5.04	Water Main Removal, PVC, 3"	LF	1,370.00		1,370.00	\$ 15.00	\$ 20,550.00		\$ -	1,370.00	0.00%
5.05	Fire Hydrant Assembly	EA	2.00		2.00	\$ 8,000.00	\$ 16,000.00		\$ -	2.00	0.00%
5.06	Valve Box Adjustment (Minor)	EA	1.00		1.00	\$ 331.00	\$ 331.00		\$ -	1.00	0.00%
5.07	Fire Hydrant Assembly Removal	EA	1.00		1.00	\$ 1,563.00	\$ 1,563.00		\$ -	1.00	0.00%
5.08	Flushing Device (Blowoff) Removal, 3"	EA	1.00		1.00	\$ 960.00	\$ 960.00		\$ -	1.00	0.00%
	DIVISION 6- STRUCTURES FOR SANITARY AND STORM SEWERS										
6.01	Manhole, SW-301, 48 inch	EA	2.00		2.00	\$12,000.00	\$ 24,000.00		\$ -	2.00	0.00%
6.02	Manhole, SW-401, 72 inch	EA	1.00		1.00	\$ 6,700.00	\$ 6,700.00		\$ -	1.00	0.00%
6.03	Manhole, SW-402, 4 ft. x 4 ft.	EA	1.00		1.00	\$12,000.00	\$ 12,000.00		\$ -	1.00	0.00%
6.04	Intake, SW-505 with SW-603 Type R Casting	EA	9.00		9.00	\$ 7,500.00	\$ 67,500.00		\$ -	9.00	0.00%
6.05	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	11.00		11.00	\$13,000.00	\$ 143,000.00		\$ -	11.00	0.00%
6.06	Intake, SW-506, Modified, Full Box with Type R Casting and Manhole	EA	1.00		1.00	\$21,000.00	\$ 21,000.00		\$ -	1.00	0.00%
6.07	Intake, SW-512, 24 inch	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	0.00%
6.08	Connection to Existing Intake	EA	1.00		1.00	\$ 5,200.00	\$ 5,200.00		\$ -	1.00	0.00%
6.09	Remove Intake, SW-506	EA	1.00		1.00	\$ 2,200.00	\$ 2,200.00		\$ -	1.00	0.00%
6.10	Remove Intake, SW-512	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00		\$ -	1.00	0.00%
6.11	Remove Intake, Field Tile	EA	1.00		1.00	\$ 730.00	\$ 730.00		\$ -	1.00	0.00%
	DIVISION 7- STREETS AND RELATED WORK										
7.01	Pavement, PCC Class C-SUD, 9"	SY	20,977.00		20,977.00	\$ 90.00	\$ 1,887,930.00	-	\$ -	20,977.00	0.00%
7.02	Curb and Gutter, 3.0', 9", Wide	LF	227.00		227.00	\$ 43.00	\$ 9,761.00	-	\$ -	227.00	0.00%
7.03	Concrete Median, 6"	SY	241.00		241.00	\$ 74.00	\$ 17,834.00	-	\$ -	241.00	0.00%
7.04	Granular Shoulder, Type A, 4"	TON	214.00		214.00	\$ 35.00	\$ 7,490.00	-	\$ -	214.00	0.00%
7.05	Removal of Sidewalk	SY	210.00		210.00	\$ 10.00	\$ 2,100.00	190.00	\$ 1,900.00	20.00	90.48%
7.06	Removal of Driveway	SY	600.00		600.00	\$ 10.00	\$ 6,000.00	54.00	\$ 540.00	546.00	9.00%
7.07	Sidewalk, PCC, 4"	SY	497.00		497.00	\$ 57.00	\$ 28,329.00	-	\$ -	497.00	0.00%
7.08	Sidewalk, PCC, 5"	SY	277.00		277.00	\$ 63.00	\$ 17,451.00	-	\$ -	277.00	0.00%
7.09	Sidewalk, PCC, 6"	SY	150.00		150.00	\$ 84.00	\$ 12,600.00	-	\$ -	150.00	0.00%
7.10	Detectable Warning. Cast Iron	SF	123.00		123.00	\$ 65.00	\$ 7,995.00	-	\$ -	123.00	0.00%
7.11	Driveway, Paved, PCC, 7"	SY	539.00		539.00	\$ 78.00	\$ 42,042.00	-	\$ -	539.00	0.00%
7.12	Pavement Removal	SY	10,875.00		10,875.00	\$ 10.00	\$ 108,750.00	3,682.00	\$ 36,820.00	7,193.00	33.86%
7.13	Curb and Gutter Removal	LF	227.00		227.00	\$ 10.00	\$ 2,270.00	184.00	\$ 1,840.00	43.00	81.06%
	DIVISION 8- TRAFFIC CONTROL										
8.01	Traffic Signal, Spectrum Drive	LS	1.00		1.00	\$275,000.00	\$ 275,000.00		\$ -	1.00	0.00%
8.02	Removal of 36/SM/12MM Fiber Optic Cable	LF	4,000.00		4,000.00	\$ 1.50	\$ 6,000.00		\$ -	4,000.00	0.00%
8.03	Installation of City Provided Fiber Optic Cable, SM, 96-CNT	LF	6,300.00		6,300.00	\$ 2.00	\$ 12,600.00		\$ -	6,300.00	0.00%
8.04	Installation of Existing 36SM/12MM Fiber Optic Cable	LF	200.00		200.00	\$ 2.00	\$ 400.00		\$ -	200.00	0.00%
8.05	Cable, Fiber Optic, Tracer 1c #10	LF	2,200.00		2,200.00	\$ 1.00	\$ 2,200.00		\$ -	2,200.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.06	Cable, Fiber Optic, Pull Rope	LF	2,200.00		2,200.00	\$ 0.75	\$ 1,650.00		\$ -	2,200.00	0.00%
8.07	Conduit, Fiber Optic, Blue HDPE, 2" Diameter	LF	3,800.00		3,800.00	\$ 7.00	\$ 26,600.00		\$ -	3,800.00	0.00%
8.08	Conduit, Fiber Optic, Orange HDPE, 2" Diameter	LF	1,900.00		1,900.00	\$ 7.00	\$ 13,300.00		\$ -	1,900.00	0.00%
8.09	Handhole, Type 3 "TUB" 24" x 36" and Ex. Fiber Conduits Sweeping	EA	5.00		5.00	\$ 1,800.00	\$ 9,000.00		\$ -	5.00	0.00%
8.10	Handhole, Type 4 "TUB" 30" x 48" and Ex. Fiber Conduits Sweeping	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00		\$ -	2.00	0.00%
8.11	Handhole, Type 3 "TUB" 24" x 36"	EA	4.00		4.00	\$ 1,600.00	\$ 6,400.00		\$ -	4.00	0.00%
8.12	Handhole, Type 4 "TUB" 30" x 48"	EA	3.00		3.00	\$ 1,800.00	\$ 5,400.00		\$ -	3.00	0.00%
8.13	Splice Enclosure/Case	EA	2.00		2.00	\$ 500.00	\$ 1,000.00		\$ -	2.00	0.00%
8.14	Fiber Optic Splice	EA	36.00		36.00	\$ 55.00	\$ 1,980.00		\$ -	36.00	0.00%
8.15	Fiber Optic Termination	EA	24.00		24.00	\$ 55.00	\$ 1,320.00		\$ -	24.00	0.00%
8.16	Fiber Enclosure, 1 Panel Capacity, SPH-01P, Din Rail Mounted	EA	1.00		1.00	\$ 215.00	\$ 215.00		\$ -	1.00	0.00%
8.17	CCH Panel, 12 ct, CCH-CP12-A9-P03RH	EA	1.00		1.00	\$ 585.00	\$ 585.00		\$ -	1.00	0.00%
8.18	Painted Pavement Markings, Durable	STA	150.00		150.00	\$ 100.00	\$ 15,000.00		\$ -	150.00	0.00%
8.19	Painted Symbols and Legends, Durable	EA	21.00		21.00	\$ 325.00	\$ 6,825.00		\$ -	21.00	0.00%
8.20	Raised Pavement Markers	EA	170.00		170.00	\$ 9.50	\$ 1,615.00		\$ -	170.00	0.00%
8.21	Grooves Cut for Pavement Markings	STA	140.00		140.00	\$ 85.00	\$ 11,900.00		\$ -	140.00	0.00%
8.22	Grooves Cut for Symbols and Legends	EA	21.00		21.00	\$ 125.00	\$ 2,625.00		\$ -	21.00	0.00%
8.23	Temporary Traffic Control	LS	1.00		1.00	\$55,000.00	\$ 55,000.00		\$ -	1.00	0.00%
8.24	Portable Dynamic Message Sign (PDMS)	DAY	120.00		120.00	\$ 75.00	\$ 9,000.00	30.00	\$ 2,250.00	90.00	25.00%
8.25	Removal of Type A Sign Assembly	EA	10.00		10.00	\$ 75.00	\$ 750.00		\$ -	10.00	0.00%
8.26	Install Type A Sign Assembly	EA	26.00		26.00	\$ 375.00	\$ 9,750.00		\$ -	26.00	0.00%
8.27	Removal and Reinstall Type B Sign Assembly	EA	3.00		3.00	\$ 1,750.00	\$ 5,250.00		\$ -	3.00	0.00%
8.28	PSSTP Anchor Triangular Slip-Base Assembly for Type B Sign Assembly	EA	2.00		2.00	\$ 475.00	\$ 950.00		\$ -	2.00	0.00%
8.29	Concrete Footing for Breakaway Type B Sign Post, 2'-8" Dia. x 7'-6"	EA	4.00		4.00	\$ 2,000.00	\$ 8,000.00		\$ -	4.00	0.00%
8.30	Steel Breakaway Sign Post for Type B Signs, W8 x W21	LF	22.00		22.00	\$ 125.00	\$ 2,750.00		\$ -	22.00	0.00%
	DIVISION 9- SITE WORK AND LANDSCAPING										
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	8.70		8.70	\$ 500.00	\$ 4,350.00		\$ -	8.70	0.00%
9.02	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	5.80		5.80	\$ 2,500.00	\$ 14,500.00		\$ -	5.80	0.00%
9.03	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	5.80		5.80	\$ 3,800.00	\$ 22,040.00		\$ -	5.80	0.00%
9.04	Filter Sock, 9" Dia.	LF	9,250.00		9,250.00	\$ 2.00	\$ 18,500.00		\$ -	9,250.00	0.00%
9.05	Filter Sock, 12" Dia.	LF	240.00		240.00	\$ 4.00	\$ 960.00		\$ -	240.00	0.00%
9.06	Filter Sock, Removal	LF	9,490.00		9,490.00	\$ 0.40	\$ 3,796.00		\$ -	9,490.00	0.00%
9.07	Check Dam, Rock	TON	24.00		24.00	\$ 75.00	\$ 1,800.00		\$ -	24.00	0.00%
9.08	Rip Rap, Class E Revetment	TON	131.00		131.00	\$ 75.00	\$ 9,825.00		\$ -	131.00	0.00%
9.09	Rip Rap, Erosion Stone	TON	42.00		42.00	\$ 75.00	\$ 3,150.00		\$ -	42.00	0.00%
9.10	Silt Fence or Silt Fence Ditch Check	LF	7,250.00		7,250.00	\$ 2.00	\$ 14,500.00		\$ -	7,250.00	0.00%
9.11	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	7,250.00		7,250.00	\$ 0.10	\$ 725.00		\$ -	7,250.00	0.00%
9.12	Stabilized Construction Entrance	SY	480.00		480.00	\$ 10.00	\$ 4,800.00		\$ -	480.00	0.00%
9.13	Erosion Control Mulching, Conventional	AC	8.70		8.70	\$ 600.00	\$ 5,220.00		\$ -	8.70	0.00%
9.14	Inlet Protection Device, Drop-in	EA	50.00		50.00	\$ 200.00	\$ 10,000.00		\$ -	50.00	0.00%
9.15	Inlet Protection Device, Surface Applied	EA	50.00		50.00	\$ 200.00	\$ 10,000.00		\$ -	50.00	0.00%
9.16	Inlet Protection Device, Maintenance	EA	100.00		100.00	\$ 25.00	\$ 2,500.00		\$ -	100.00	0.00%
	DIVISION 10- DEMOLITION										
10.01	Demolition of Building Structures	LS	1.00		1.00	\$37,500.00	\$ 37,500.00		\$ -	1.00	0.00%
	DIVISION 11- MISCELLANEOUS										
11.01	Mobilization	LS	1.00		1.00	\$500,000.00	\$ 500,000.00		\$ -	1.00	0.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.30	\$ 3,000.00	0.70	30.00%
11.03	Concrete Washout	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	1.00	0.00%
					-						

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 5,069,501.00\$ 54,144.50-98.93%



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #3 in the amount of \$371,450.00 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction
Contractor: Gingerich Well & Pump Service, LLC
Address: 1331 Hwy 1, Kalona, IA 52247
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: February 7, 2022 **Vendor #** 11387

Date of Council Meeting: July 5, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: May 21, 2022 Through: June 21, 2022

Contract Summary

Original Contract Amount:	\$	3,234,033.00	
Net change by Change Orders:	\$	83,780.00	
Contract Amount to Date: (line 1 ± 2)	\$	3,317,813.00	
Total completed and stored to date:	\$	1,564,312.56	
Retainage: 5 % of Completed Work:	\$	78,215.63	
Total Earned less Retainage:	\$	1,486,096.93	
Less previous applications for payment:	\$	1,114,646.93	
SUBTOTAL	\$	371,450.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 371,450.00

Balance to finish, including retainage: \$ 1,831,716.07

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: Gingerich Well & Pump Service, LLC
Firm Name
Signature: Helen Davidson Date: 6-20-22

Engineer / Consultant Approval: FOX Strand
Firm Name
Signature: Taylor Stapper Date: 6/21/2022

City of Ankeny Staff Approval:
Signature: Donald Clark Date: 6/22/22

Submit to: Don Clark, P.E. - Director of Municipal Utilities
E-mail: DClark@AnkenyIowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 21, 2022	\$ 639,808.53
2	May 20, 2022	\$ 474,840.40
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 1,114,646.93

Record of Change Orders

No.	Date	Amount
1	May 16, 2022	\$ 83,780.00
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CHANGE ORDER TOTAL = \$ 83,780.00

Please update Payment Application Sheet

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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

Contractor's Application for Payment

Owner:	<u>City of Ankeny</u>	Owner's Project No.:	<u> </u>
Engineer:	<u>FOX Strand</u>	Engineer's Project No.:	<u>3379-20A</u>
Contractor:	<u>Gingerich Well & Pump Service, LLC</u>	Contractor's Project No.:	<u> </u>
Project:	<u>Well No. 7 / ASR No. 3 - Bid Pacakage 1 - Well Construction</u>		
Contract:	<u> </u>		

Application No.: 3 Application Date: 7/5/2022
 Application Period: From 5/21/2022 to 6/21/2022

1. Original Contract Price	\$	3,234,033.00
2. Net change by Change Orders	\$	83,780.00
3. Current Contract Price (Line 1 + Line 2)	\$	3,317,813.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,564,312.56
5. Retainage		
a. 5% X \$ 1,273,980.00 Work Completed =	\$	63,699.00
b. 5% X \$ 290,332.56 Stored Materials =	\$	14,516.63
c. Total Retainage (Line 5.a + Line 5.b)	\$	78,215.63
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,486,096.93
7. Less previous payments (Line 6 from prior application)	\$	1,114,646.93
8. Amount due this application	\$	371,450.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	1,831,716.07

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Gingerich Well & Pump Service

Signature: Helen Davidson Date: 6-20-22

Recommended by Engineer

By: Taylor Stapper
 Title: Assistant Project Manager
 Date: 6/21/2022

Approved by Owner

By:
 Title:
 Date:

Approved by Funding Agency

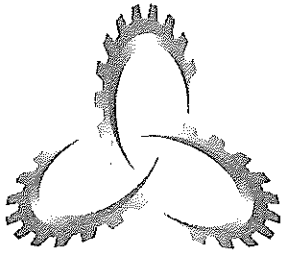
By:
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Contractor's Application for Payment

3379-20A

1 of 1



GINGERICH

WELL & PUMP SERVICE, LLC

YOUR WELL-BEING OUR BUSINESS

1331 Highway 1
Kalona, IA 52247
(319) 656-2664
Fax (319) 656-2676
(800) 356-2664

Date	Invoice
6/20/2022	30644

Mailing Address:		Site Address:	
Ankeny, City of 1210 NW Prairie Ridge Dr Ankeny Public Services Bldg Ankeny, IA 50023		Ankeny, City of 1102 SE Creekview Dr Well #7 Ankeny, IA 50023	
Phone	Due Date	Sales Rep	
515-963-3520	7/20/2022	Klint	
Quantity	Description	Price	Amount
	Pay App #3		
425	22" Drilled Hole	\$355.00	\$150,875.00
425	Ream 22" Drilled Hole to 28" Drilled Hole	\$565.00	\$240,125.00
Thank you!		Sales Tax	\$0.00
		Total	\$391,000.00

Balance due in 10 days. All past due accounts are subject to a late payment fee of 1.5% per month.

A FOURTH GENERATION FAMILY OWNED BUSINESS
Emery Gingerich • Klint Gingerich • Corwin Gingerich
www.gingerichwell.com



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$12,187.20 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment No. 13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 1
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 42% - 658.3658.4210
58% - 695.3695.4210
Finance Project # 42% - 658.4210
58% - 695.4210
Vendor Project or Invoice #: 200170.01
PO #
Original Contract Date: December 7, 2020
Vendor # 7827

Date of Council Meeting: July 5, 2022
PAYMENT REQUEST # 13
PAYMENT PERIOD: From: May 7, 2022 Through: June 10, 2022

Contract Summary

Original Contract Amount:	\$	129,560.00	
Net change by Change Orders:	\$	178,005.00	
Contract Amount to Date: (line 1 ± 2)	\$	307,565.00	
Total completed and stored to date:	\$	175,119.70	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	175,119.70	
Less previous applications for payment:	\$	162,932.50	
SUBTOTAL	\$		12,187.20

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 12,187.20

Balance to finish, including retainage: \$ 132,445.30

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

June 17, 2022

City of Ankeny Staff Approval:

Signature

Date

Becky Ford

06/17/2022

Submit to: Becky Ford, PE, CFM - Stormwater and Environmental Manager

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 1, 2021	\$ 8,827.50
2	March 1, 2021	\$ 27,042.50
3	April 5, 2021	\$ 13,045.00
4	May 3, 2021	\$ 18,691.25
5	June 7, 2021	\$ 6,117.50
6	August 2, 2021	\$ 31,245.00
7	September 7, 2021	\$ 16,212.50
8	October 4, 2021	\$ 12,552.50
9	November 1, 2021	\$ 4,171.25
10	March 7, 2022	\$ 3,540.00
11	May 2, 2022	\$ 19,070.00
12	June 6, 2022	\$ 2,417.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 162,932.50

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	\$ 11,885.00
2	March 7, 2022	\$ 166,120.00
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CHANGE ORDER TOTAL = \$ 178,005.00

Contract Time Remaining

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



Engineering | Architecture | Surveying | Planning

Invoice

June 17, 2022

Project No: R200170.01

Invoice No: 133600

Invoice Amount: 12,187.50

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

Project Manager Rob Haaland

Project R200170.01 Ankeny SE 3rd Street Improvements - Phase 1

Professional Services through June 10, 2022

- Include Current Pay App with Invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$20,475.00		\$20,475.00	\$20,475.00	0.00
Geotechnical	\$7,000.00		\$7,000.00	\$7,000.00	0.00
Preliminary Design	\$62,090.00		\$62,090.00	\$62,090.00	0.00
Final Design	\$44,840.00		\$44,840.00	\$44,840.00	0.00
Public Information Meeting	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Bidding Phase Services	\$3,540.00		\$3,540.00	\$3,540.00	0.00
Construction Staking	\$30,000.00		\$2,992.50	\$1,176.25	\$1,816.25
Construction Administration	\$120,000.00		\$30,682.50	\$20,311.25	\$10,371.25
Total	\$291,445.00		\$175,120.00	\$162,932.50	\$12,187.50
Total Amount Due Upon Receipt :					\$12,187.50

Email invoice to: BFord@Ankenylowa.gov



June 17th, 2022

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

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 13
JEO Project No. 200170.01

Dear Ms. Ford:

This is the thirteenth progress report for the above referenced project and covers work through June 10th, 2022. Work during the specified timeframe includes Contractor coordination, Resident Project Representative and construction staking for Phase 1.

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

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$4,646.25 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: July 5, 2022 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: May 7, 2022 Through: June 10, 2022

Contract Summary

Original Contract Amount:	\$	97,750.00	
Net change by Change Orders:	\$	119,795.00	
Contract Amount to Date: (line 1 ± 2)	\$	217,545.00	
Total completed and stored to date:	\$	134,731.63	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	134,731.63	
Less previous applications for payment:	\$	130,085.38	
SUBTOTAL	\$		4,646.25

OTHER CHARGES (Attach an itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 4,646.25

Balance to finish, including retainage: \$ 82,813.37

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

June 17, 2022

City of Ankeny Staff Approval:

Signature

Date

6/24/22

Submit to:

Jim Haberichter - Civil Engineer II

E-mail: jhaberichter@Ankenylowa.gov

Phone: (515) 963-3537

Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	\$ 4,361.25
2	July 6, 2021	\$ 5,788.75
3	August 2, 2021	\$ 28,591.25
4	September 7, 2021	\$ 28,883.75
5	October 4, 2021	\$ 15,606.25
6	November 1, 2021	\$ 11,733.75
7	March 7, 2022	\$ 24,167.88
8	April 4, 2022	\$ 2,690.00
9	May 2, 2022	\$ 2,466.25
10	June 6, 2022	\$ 5,796.25
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 130,085.38

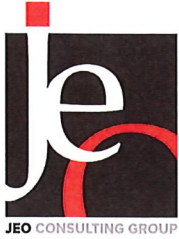
Record of Change Orders

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

Contract Time Remaining

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



Engineering | Architecture | Surveying | Planning

Invoice

June 17, 2022

Project No: R201512.00

Invoice No: 133601

Invoice Amount: 4,646.25

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

Project Manager Rob Haaland

Project R201512.00 Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave

Professional Services through June 10, 2022

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$17,050.00		\$17,050.00	\$17,050.00	0.00
Environmental Services	\$2,000.00		\$1,930.00	\$1,930.00	0.00
Preliminary Design	\$43,610.00		\$43,591.25	\$43,591.25	0.00
Final Design	\$28,950.00		\$28,950.00	\$28,950.00	0.00
Public Information Meeting	\$3,450.00		\$3,443.75	\$3,443.75	0.00
Bidding Phase Services	\$2,690.00		\$2,690.00	\$2,690.00	0.00
Construction Staking	\$7,450.00		\$1,085.00	0.00	\$1,085.00
Construction Administration	\$14,250.00		\$11,283.75	\$8,262.50	\$3,021.25
Resident Project Representation	\$62,500.00		\$540.00	0.00	\$540.00
Monument Preservation	\$1,000.00		0.00	0.00	0.00
Post-Construction Services	\$10,000.00		0.00	0.00	0.00
Amendment No. 1-Acquisition Plats	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Amendment No. 1 - City Letting Design	\$15,095.00		\$15,095.00	\$15,095.00	0.00
Hourly Phase(s)					
Reimbursables-Amendment No. 1-Utility Potholing			\$5,572.88	\$5,572.88	0.00
Total	\$211,545.00		\$134,731.63	\$130,085.38	\$4,646.25

Total Amount Due Upon Receipt : \$4,646.25

Email invoice to: jhaberichter@ankenyiowa.gov



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

June 17th, 2022

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

RE: SE Delaware Avenue HMA Widening
Progress Report No. 11
JEO Project No. 201512.00

Dear Mr. Haberichter:

This is the eleventh progress report for the above referenced project and covers work through June 10th, 2022. Work during the specified timeframe includes coordination with the construction contractor, utility company, and shop drawing review services.

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

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$19,691.45 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment No. 3

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: 17.3% 694.3694.4210
82.6% 696.6966.4210
Finance Project # 17.3% 694.4210
82.6% 696.4210
Vendor Project or Invoice #: ~~3090~~ 50937
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: July 5, 2022
PAYMENT REQUEST # 3
PAYMENT PERIOD: From: May 1, 2022 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	223,370.00	
Total completed and stored to date:	\$	29,965.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	29,965.25	
Less previous applications for payment:	\$	10,273.80	
SUBTOTAL	\$		19,691.45

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 19,691.45

Balance to finish, including retainage: \$ 193,404.75

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:

Firm Name

RDG Planning & Design, Inc.

[Signature]
Signature

June 9, 2022

Date

City of Ankeny Staff Approval:

[Signature]
Signature

[Signature]
Date

Submit to:

Becky Ford, P.E., CFM - Stormwater & Environmental Manager

E-mail:

bford@Ankenylowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 10,273.80

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

June 13, 2022

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

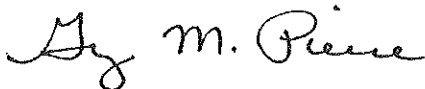
Ms. Ford:

This letter accompanies RDG Invoice #50937 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. Site field visits
3. Environmental studies
4. WFPO coordination
5. Development of schematic design plans for stream restoration project

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,



Gregory M. Pierce, PE, CPESC
Water Resource Engineer
Project Manager





ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #3 in the amount of \$850.75 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Water Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 614.3614.4210 **Finance Project #** 614.4210
Vendor Project or Invoice #: ANKMU 165976 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: July 5, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: May 1, 2022 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	19,700.00	
Net change by Change Orders:	\$	12,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	32,000.00	
Total completed and stored to date:	\$	20,502.12	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	20,502.12	
Less previous applications for payment:	\$	19,651.37	
SUBTOTAL	\$		850.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 850.75

Balance to finish, including retainage: \$ 11,497.88

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:

Short Elliott Hendrickson Inc.

Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 18,221.02
2	June 6, 2022	\$ 1,430.35
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 19,651.37

Record of Change Orders

No.	Date	Amount
1	May 16, 2022	\$ 12,300.00
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TOTAL \$ 12,300.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 7, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Invoice

Invoice Number: **426724**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

**BILL TO:**

Don Clark
City of Ankeny Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny IA 50023

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount \$850.75

Due Date	07-JUL-22
Invoice Date	07-JUN-22
Bill Through Date	28-MAY-22
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165976

Project Manager	Katie Kinsey kkinsey@sehinc.com
-----------------	------------------------------------

Client Service Manager	Katie Kinsey kkinsey@sehinc.com
------------------------	------------------------------------

Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344
---------------------------	---

Project #	Project Name	Project Description
165976	ANKMU N Ankeny Blvd Water Main	N Ankeny Blvd Water Main - NE 41st St to Unity Pt

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 4.0 - Construction Administration**Direct**

Personnel	Hours	Amount
Senior Project Engineer	2.50	\$476.78
Project Engineer	0.75	\$95.05
Senior Admin Assistant	0.75	\$83.92
	4.00	\$655.75

Reimbursed - Expenses

Expenditure Type	Amount
Reproductions	\$195.00
	\$195.00

Task: 4.0 Total: \$850.75



Invoice

Invoice Number: **426724**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Invoice total \$850.75

Project Billing Summary

	<u>Current Amount Due</u>	Previously Invoiced	Cumulative
Totals	\$850.75	\$19,651.37	\$20,502.12



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$3,102.25 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements- Phase 2
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct **Finance Project Code:** 33 1/3% to each acct
610.3610.4210; 650.3650.4210; 963.3963.4210 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01B **PO #**
Original Contract Date: June 7, 2021 **Vendor #** 990

Date of Council Meeting 7/5/2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: 05/23/22 through: 06/19/22

Contract Summary

Original Contract Amount:	\$	<u>54,900.00</u>	
Net change by Change Orders: Amd #1	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>54,900.00</u>	
Total completed and stored to date:	\$	<u>34,213.20</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>34,213.20</u>	
Less previous applications for payment:	\$	<u>31,110.95</u>	
SUBTOTAL	\$		<u>3,102.25</u>

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

CURRENT PAYMENT DUE \$ 3,102.25

Balance to finish, including retainage: \$ 20,686.80

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	7/22/2021	\$ 6,008.00
2	8/25/2021	\$ 9,378.00
3	9/21/2021	\$ 9,568.84
4	10/20/2021	\$ 4,811.86
5	5/25/2022	\$ 1,344.25
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TOTAL \$ 31,110.95

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Record of Change Orders

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	June 7, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



June 23, 2022

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2
PROGRESS REPORT NO. 6
S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the sixth progress report for the above referenced project and covers work through June 19, 2022. Our work through this period includes the geotechnical assistance for the additional soil boring, report, and on site meeting per the property owner request.

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 July 5, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 22, 2022

Matt Grgurich
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 119.0975.01B - 6

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project 119.0975.01B NW Northlawn Area Utility Improvements Phase 2

Professional Services through June 19, 2022

Basic Services

	Hours	Rate	Amount	
Principal Engineer	.25	209.00	52.25	
Total Services	.25		52.25	
Total Services				52.25
Allender Butzke Engineers, Inc.				
6/9/2022 Allender Butzke Engineers, Inc. Geotechnical Exploration			3,050.00	
Total Consultants				3,050.00
Phase Subtotal				\$3,102.25
Billing Limits	Current	Prior	To-Date	
Total Billings	3,102.25	31,110.95	34,213.20	
Limit			54,900.00	
Remaining			20,686.80	

Amount Due this Invoice \$3,102.25

	Total	Prior	Current
Billings to Date	34,213.20	31,110.95	3,102.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #23 in the amount of \$20,377.48 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Trail Ext Magazine Rd To Oralabor Rd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 938.2938.4210 **Finance Project Code:** 938.4210
Vendor Project or Invoice #: 120.0274.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 7/5/2022 **PAYMENT REQUEST #** 23
PAYMENT PERIOD: From: 05/23/22 through: 06/19/22

Contract Summary

Original Contract Amount:	\$	154,900.00	
Net change by Change Orders: Amd #1/Amd #2	\$	378,520.00	
Contract Amount to Date: (line 1 ± 2)	\$	533,420.00	
Total completed and stored to date:	\$	487,661.12	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	487,661.12	
Less previous applications for payment:	\$	467,283.64	
SUBTOTAL	\$	20,377.48	

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

CURRENT PAYMENT DUE \$ 20,377.48

Balance to finish, including retainage: \$ 45,758.88

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	\$ 9,986.63
2	4/23/2020	\$ 9,165.66
3	5/21/2020	\$ 12,496.11
4	6/25/2020	\$ 9,343.00
5	7/21/2020	\$ 35,972.88
6	8/26/2020	\$ 29,571.50
7	9/24/2020	\$ 23,112.50
8	11/20/2020	\$ 34,894.95
9	12/22/2020	\$ 21,011.25
10	1/21/2021	\$ 32,818.25
11	2/17/2021	\$ 69,642.05
12	7/23/2021	\$ 8,505.22
13	8/25/2021	\$ 12,499.45
14	9/21/2021	\$ 15,589.13
15	10/20/2021	\$ 18,875.84
16	11/23/2021	\$ 18,234.59
17	12/22/2021	\$ 26,047.76
18	1/25/2022	\$ 22,485.13
19	2/24/2022	\$ 13,664.68
20	3/24/2022	\$ 10,160.87
21	4/20/2022	\$ 13,365.11
22	5/24/2022	\$ 19,841.08
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TOTAL \$ 467,283.64

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Record of Change Orders

#	Date	Amount
1	11/16/2020	\$ 133,120.00
2	7/19/2021	\$ 245,400.00
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TOTAL		\$ 378,520.00

Contract Time Remaining:

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 22, 2022

Jim Haberichter P.E.
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0274.01 - 23

Finance Budget Code 938.2938.4210
Finance Project Code 938.4210 Vendor 990

Email

Project 120.0274.01 High Trestle Trail Ext Magazine Rd to Oralabor Rd

Professional Services through June 19, 2022

Orig Contract \$154,900
Amendment 1 \$133,120
Amendment 2 \$245,400

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	22,375.58	22,375.58	0.00

Basic Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	238,360.32	238,360.32	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Sr. Engineer	16.25	190.00	3,087.50
Project Manager VI	4.00	157.00	628.00
Engineer IV	27.50	136.00	3,740.00
Engineer III	3.50	124.00	434.00
Lead Technician	3.50	133.00	465.50
Technician VII	43.75	109.00	4,768.75
Technician VI	4.00	98.00	392.00
Technician V	1.00	88.00	88.00
Technician IV	8.00	80.00	640.00
Technician III	14.75	72.00	1,062.00
Technician II	8.00	66.00	528.00
Technician I	61.00	58.00	3,538.00
Total Services	195.50		19,426.75
Total Services			19,426.75
Employee Mileage			52.56
Total Expenses			52.56

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	120.0274.01	Ank-HighTrestleTrlExtMagazineRdtoOralabo	Invoice	23
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Fleet Mileage

142.17

Phase Subtotal

\$19,621.48

	Total	Prior	Current
Billings to Date	189,181.12	169,559.64	19,621.48

Outside SubConsultant Services

RDG IA Inc. dba RDG Planning & Design

6/10/2022 RDG IA Inc. dba RDG Planning Services through 05/31/2022 & Design 756.00

Total Consultants

756.00

Phase Subtotal

\$756.00

	Total	Prior	Current
Billings to Date	31,576.00	30,820.00	756.00

Billing Limits

	Current	Prior	To-Date
Total Billings	20,377.48	467,283.64	487,661.12
Limit			533,420.00
Remaining			45,758.88

Amount Due this Invoice \$20,377.48

	Total	Prior	Current
Billings to Date	487,661.12	467,283.64	20,377.48

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



June 22, 2022

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR
ROAD
PROGRESS REPORT NO. 23
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the twenty-third progress report for the above referenced project and covers work through June 19, 2022. Work through this period includes construction staking, onsite construction meetings, construction observation, structural abutment and deck construction observation, preparation of pay application, project management, preparation of Iowa DOT reimbursement, and lighting consultant services. Work anticipated in the next month includes continued construction administration, observation, staking, and related construction services 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 July 5, 2022, 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.



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$89,753.67 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

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 7/5/2022 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: 05/23/22 through: 06/19/22

Contract Summary

Original Contract Amount:	\$	<u>250,000.00</u>	
Net change by Change Orders: Amd #1	\$	<u>605,490.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>855,490.00</u>	
Total completed and stored to date:	\$	<u>470,418.03</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>470,418.03</u>	
Less previous applications for payment:	\$	<u>380,664.36</u>	
SUBTOTAL	\$		<u>89,753.67</u>

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

CURRENT PAYMENT DUE \$ 89,753.67

Balance to finish, including retainage: \$ 385,071.97

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 Adam L. Smith

Signature

Date

Submit to: _____

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
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TOTAL \$ 380,664.36

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
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TOTAL		\$ 605,490.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



June 23, 2022

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. 11
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the eleventh progress report for the above referenced project and covers work through June 19, 2022. Our work through this period includes coordinating with City staff, utility coordination with franchise utilities within the corridor, completing preliminary design and plans and beginning final design and plans. We have also prepared right-of-way packets and started negotiations with the property owners.

Preliminary plans were submitted to the City on May 17, 2022. Check plans will be submitted to the City and Iowa DOT on July 5, 2022.

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 July 5, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 22, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 11

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 June 19, 2022

Basic Services

	Hours	Rate	Amount
Principal Engineer	7.75	220.00	1,705.00
Principal Engineer	11.50	209.00	2,403.50
Sr. Engineer	2.00	190.00	380.00
Engineer VII	51.50	165.00	8,497.50
Engineer V	79.00	146.00	11,534.00
Engineer IV	30.50	136.00	4,148.00
Engineer III	38.75	124.00	4,805.00
Engineer I	123.00	99.00	12,177.00
Technician VII	2.50	109.00	272.50
Technician V	144.00	88.00	12,672.00
Technician IV	54.00	80.00	4,320.00
Technician II	149.25	66.00	9,850.50
Total Services	693.75		72,765.00
Total Services			72,765.00

Fleet Mileage

22.82

Billing Limits

	Current	Prior	To-Date
Total Billings	72,787.82	316,824.82	389,612.64
Limit			733,290.00
Remaining			343,677.36

Phase Subtotal \$72,787.82

Additional Services

	Hours	Rate	Amount
Principal Environmental Scientist	3.00	209.00	627.00
Land Surveyor VIII	7.50	174.00	1,305.00
Project Manager VII	10.00	165.00	1,650.00
Environmental Scientist IV	1.00	136.00	136.00
Right-of-Way Agent II	79.00	124.00	9,796.00

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-NEDelawareAveReconNE5thSttoNE18thSt			Invoice	11
Technician VII		2.00	109.00		218.00	
Technician IV		2.00	80.00		160.00	
Technician I		2.00	58.00		116.00	
Administrative I		4.50	56.00		252.00	
	Total Services		111.00		14,260.00	
	Total Services					14,260.00
Linnemeyer, Brian L/dba Peoples Co of IA						
5/31/2022	Linnemeyer, Brian L/dba Peoples Co of IA	Appraisal and review			2,700.00	
	Total Consultants					2,700.00
Fleet Mileage						5.85
Billing Limits		Current	Prior	To-Date		
Total Billings		16,965.85	63,839.54	80,805.39		
Limit				122,200.00		
Remaining				41,394.61		
					Phase Subtotal	\$16,965.85
					Amount Due this Invoice	<u>\$89,753.67</u>
Billings to Date	Total	Prior	Current			
	470,418.03	380,664.36	89,753.67			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #16 in the amount of \$25,728.81 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #16

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 7/5/2022 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: 05/23/22 through: 06/19/22

Contract Summary

Original Contract Amount:	\$	<u>103,800.00</u>	
Net change by Change Orders: Amd #1/2	\$	<u>343,600.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>447,400.00</u>
Total completed and stored to date:	\$	<u>267,708.37</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>267,708.37</u>
Less previous applications for payment:	\$		<u>241,979.56</u>
SUBTOTAL	\$		<u>25,728.81</u>

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

CURRENT PAYMENT DUE \$ 25,728.81

Balance to finish, including retainage: \$ 179,691.63

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	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
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TOTAL \$ 241,979.56

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
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TOTAL		\$ 343,600.00

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

June 23, 2022

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 16

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210
50/50/Split
Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through June 19, 2022

Prelim Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	95,150.76	95,150.76
Limit			103,800.00
Remaining			8,649.24
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	95,150.76	95,150.76	0.00

Design Services Amendment 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer	.50	220.00	110.00
Sr. Engineer	5.00	190.00	950.00
Total Services	5.50		1,060.00
			1,060.00

Fleet Mileage

5.85

Billing Limits

	Current	Prior	To-Date
Total Billings	1,065.85	63,871.80	64,937.65
Limit			158,200.00
Remaining			93,262.35
Phase Subtotal			\$1,065.85

	Total	Prior	Current
Billings to Date	64,937.65	63,871.80	1,065.85

Design Services Amendment 2 (Division 1)

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	15.00	190.00	2,850.00
Engineer VIII	11.00	174.00	1,914.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements		Invoice	16
Engineer IV		34.75	136.00	4,726.00	
Right-of-Way Agent II		5.00	124.00	620.00	
Technician VIII		12.75	118.00	1,504.50	
Technician VII		9.00	109.00	981.00	
Administrative I		.25	56.00	14.00	
Total Services		87.75		12,609.50	12,609.50
Commercial Appraisers of Iowa, Inc.					
6/9/2022	Commercial Appraisers of Iowa, Inc.	Inspection/partial project data book		500.00	
Midwest Vac Professionals, LLC					
6/9/2022	Midwest Vac Professionals, LLC	Services		11,540.00	
Total Consultants				12,040.00	12,040.00
Fleet Mileage					13.46
Billing Limits		Current	Prior	To-Date	
Total Billings		24,662.96	62,165.00	86,827.96	
Limit				164,600.00	
Remaining				77,772.04	
Phase Subtotal					\$24,662.96
Billings to Date	Total	Prior	Current		
	86,827.96	62,165.00	24,662.96		
Design Services Amendment 2 (Division 2)					
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	20,792.00	20,792.00	
Limit				20,800.00	
Remaining				8.00	
Phase Subtotal					0.00
Billings to Date	Total	Prior	Current		
	20,792.00	20,792.00	0.00		
Amount Due this Invoice					<u>\$25,728.81</u>
Billings to Date	Total	Prior	Current		
	267,708.37	241,979.56	25,728.81		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



June 23, 2022

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. 16
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the sixteenth progress report for the above referenced project and covers work through June 19, 2022. Work performed during this period includes tasks associated with the final design of the transmission main and drainage channel improvements, utility coordination, DNR floodplains permitting, and right-of-way acquisition. This invoice of \$25,728.81 represents a completion of about 59% of the \$343,600 Design Services Amendments 1 & 2 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 July 5, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #19 in the amount of \$18,312.45 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #19

city of
Ankeny
Bringing it all together.

Date Printed: 6/23/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
13	12/21/2021	\$ 35,693.78
14	1/25/2022	\$ 9,273.07
15	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
17	4/20/2022	\$ 4,239.45
18	5/25/2022	\$ 19,235.94
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TOTAL \$ 395,928.40

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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 318,650.00
2	2/7/2022	\$ 248,000.00
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TOTAL		\$ 566,650.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



June 23, 2022

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

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 19
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the nineteenth progress report for the above referenced project and covers work through June 19, 2022. Our work through this period includes coordination with City staff, franchise utility coordination, and construction services.

This past month the Contractor has been working on the widening of NE 36th Street and water main construction. This next month we anticipate the Contractor will complete the widening of NE 36th Street, continue water main construction to the west, and begin roadway paving and preparations along NW 36th Street starting from N. Ankeny Blvd. and heading west.

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 July 5, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 22, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 19

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

Project 120.1005.01 NW 36th St Widening - NW Ash Drive to N Ankeny Blvd

Professional Services through June 19, 2022

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	309,199.66	309,199.66
Limit			309,200.00
Remaining			.34
Phase Subtotal			0.00

Billings to Date	Total 309,199.66	Prior 309,199.66	Current 0.00
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Additional Services

	Hours	Rate	Amount
Technician VII	3.00	109.00	327.00
Total Services	3.00		327.00
Total Services			327.00

Billing Limits

	Current	Prior	To-Date
Total Billings	327.00	60,819.66	61,146.66
Limit			62,250.00
Remaining			1,103.34
Phase Subtotal			\$327.00

Billings to Date	Total 61,146.66	Prior 60,819.66	Current 327.00
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Construction Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Principal Engineer	.50	209.00	104.50
Engineer VII	2.00	165.00	330.00
Project Manager VI	3.00	157.00	471.00
Engineer III	10.50	124.00	1,302.00
Lead Technician	1.50	133.00	199.50

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	120.1005.01	Ank-NW36thStWideningNWAshDrtoNAnkBlvd			Invoice	19
Technician VII		20.75	109.00		2,261.75	
Technician V		100.50	88.00		8,844.00	
Technician IV		14.50	80.00		1,160.00	
Technician III		38.50	72.00		2,772.00	
Technician I		2.75	58.00		159.50	
Total Services		194.75			17,659.25	
Total Services						17,659.25
Employee Mileage					230.84	
Total Expenses						230.84
Fleet Mileage						95.36
Billing Limits		Current	Prior	To-Date		
Total Billings		17,985.45	25,909.08	43,894.53		
Limit				245,500.00		
Remaining				201,605.47		
				Phase Subtotal		\$17,985.45
Billings to Date	Total	Prior	Current			
	43,894.53	25,909.08	17,985.45			
				Amount Due this Invoice		<u><u>\$18,312.45</u></u>
Billings to Date	Total	Prior	Current			
	414,240.85	395,928.40	18,312.45			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of \$11,944.38 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St and NW State St Interim Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 935.3935.4210 **Finance Project Code:** 935.4210
Vendor Project or Invoice #: 121.0352.01 **PO #**
Original Contract Date: April 5, 2021 **Vendor #** 990

Date of Council Meeting 7/5/2022 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: 05/23/22 through: 06/19/22

Contract Summary

Original Contract Amount:	\$	74,900.00	
Net change by Change Orders: Amd #1	\$	94,150.00	
Contract Amount to Date: (line 1 ± 2)	\$	169,050.00	
Total completed and stored to date:	\$	127,568.26	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	127,568.26	
Less previous applications for payment:	\$	115,623.88	
SUBTOTAL	\$		11,944.38
OTHER CHARGES (Please attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		11,944.38
Balance to finish, including retainage:	\$	41,481.74	

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email:

Phone:

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/22/2021	\$ 4,968.00
2	5/27/2021	\$ 13,451.93
3	6/24/2021	\$ 18,339.50
4	7/22/2021	\$5,075.79
5	8/25/2021	\$ 8,313.95
6	9/21/2021	\$ 12,353.50
7	10/20/2021	\$ 11,016.00
8	11/23/2021	\$ 7,971.75
9	12/21/2021	\$ 6,841.35
10	1/25/2022	\$ 11,774.55
11	2/24/2022	\$ 4,773.62
12	3/23/2022	\$ 3,109.50
13	4/20/2022	\$ 2,386.25
14	5/25/2022	\$ 5,248.19
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TOTAL \$ 115,623.88

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Record of Change Orders

#	Date	Amount
1	10/4/2021	\$ 30,050.00
2	3/21/2022	\$ 64,100.00
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TOTAL		\$ 94,150.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 5, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



June 23, 2022

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

RE: NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS
PROGRESS REPORT NO. 15
S&A PROJECT NO. 121.0352.01

Dear Ms. Hart:

This is the fifteenth progress report for the above referenced project and covers work through June 19, 2022. Work in this period includes pre-construction activity including submittal review, utility relocation coordination and staking, and conducting the pre-construction meeting.

Construction has commenced and work is proceeding on schedule, with completion anticipated in late July.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 5, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Laura Lamberty, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 22, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0352.01 - 15

Finance Budget Code 935.3935.4210
Finance Project Code: 935.4210
Vendor: 990

Email

Project 121.0352.01 NW 36th St and NW State St Interim Improvements

Professional Services through June 19, 2022

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	98,099.07	98,099.07
Limit			98,100.00
Remaining			.93
Phase Subtotal			0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	8,546.37	8,546.37
Limit			8,550.00
Remaining			3.63
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	.75	220.00	165.00
Principal Engineer	1.00	209.00	209.00
Engineer VII	1.00	165.00	165.00
Project Manager VI	2.00	157.00	314.00
Engineer V	8.75	146.00	1,277.50
Engineer IV	4.50	136.00	612.00
Engineer III	3.75	124.00	465.00
Technician VIII	5.50	118.00	649.00
Technician VII	10.00	109.00	1,090.00
Technician V	46.50	88.00	4,092.00
Technician IV	6.25	80.00	500.00
Technician III	21.50	72.00	1,548.00
Technician II	5.50	66.00	363.00
Technician I	3.00	58.00	174.00
Administrative II	2.00	68.00	136.00
Total Services	122.00		11,759.50
Total Services			11,759.50

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0352.01	Ank-NW36thStandNWStateStInterimImprov	Invoice	15
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Employee Mileage	135.15	
Total Expenses		135.15

Fleet Mileage		49.73
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Billing Limits	Current	Prior	To-Date
Total Billings	11,944.38	8,978.44	20,922.82
Limit			62,400.00
Remaining			41,477.18
		Phase Subtotal	\$11,944.38

Amount Due this Invoice	\$11,944.38
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	Total	Prior	Current
Billings to Date	127,568.26	115,623.88	11,944.38

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #30 in the amount of \$11,590.84 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #30

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Crosswinds Drive - RISE
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 983.3983.4210 **Finance Project Code:** 983.4210
Vendor Project or Invoice #: 119.0290.01 **PO #**
Original Contract Date: April 1, 2019 **Vendor #** 990

Date of Council Meeting 7/5/2022 **PAYMENT REQUEST #** 30
PAYMENT PERIOD: From: 05/23/22 through: 06/19/22

Contract Summary

Original Contract Amount:	\$	162,300.00	
Net change by Change Orders: Amd #1&2	\$	592,650.00	
Contract Amount to Date: (line 1 ± 2)	\$		754,950.00
Total completed and stored to date:	\$	576,685.60	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		576,685.60
Less previous applications for payment:	\$		565,094.76
SUBTOTAL			\$ 11,590.84

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

CURRENT PAYMENT DUE \$ **11,590.84**

Balance to finish, including retainage: \$ 178,264.40

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/25/2019	\$ 52,442.90
2	5/23/2019	\$ 59,143.97
3	6/20/2019	\$ 45,285.34
4	7/25/2019	\$ 4,208.21
5	9/25/2019	\$ 13,086.32
6	10/24/2019	\$ 5,664.23
7	11/21/2019	\$ 11,683.03
8	12/18/2019	\$ 8,381.96
9	1/22/2020	\$ 2,943.09
10	2/20/2020	\$ 5,768.16
11	4/21/2020	\$ 6,321.21
12	5/20/2020	\$ 7,460.59
13	6/24/2020	\$ 21,416.94
14	7/22/2020	\$ 16,201.92
15	8/27/2020	\$ 55,676.87
16	9/23/2020	\$ 27,080.35
17	10/20/2020	\$ 13,634.53
18	11/19/2020	\$ 6,931.80
19	12/22/2020	\$ 6,843.64
20	1/20/2021	\$ 5,145.69
21	2/17/2021	\$ 14,252.32
22	3/24/2021	\$ 58,916.57
23	4/22/2021	\$ 16,490.32
24	5/26/2021	\$ 25,282.78
25	6/24/2021	\$ 10,757.50
26	10/20/2021	\$ 2,838.12
27	3/23/2022	\$ 37,535.92
28	4/20/2022	\$ 5,999.29
29	5/25/2022	\$ 17,701.29
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TOTAL \$ 565,094.76

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Record of Change Orders

#	Date	Amount
1	9/16/2019	\$ 187,950.00
2	7/20/2020	\$ 176,050.00
3	3/7/2022	\$ 228,650.00
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TOTAL		\$ 592,650.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 1, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 22, 2022

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 119.0290.01 - 30

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through June 19, 2022

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	156,063.04	156,063.04
Limit			156,100.00
Remaining			36.96

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	156,063.04	156,063.04	0.00

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	12,342.83	12,342.83
Limit			12,350.00
Remaining			7.17

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	12,342.83	12,342.83	0.00

Construction Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	160,600.13	160,600.13
Limit			181,800.00
Remaining			21,199.87

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	160,600.13	160,600.13	0.00

P&S

	Total	Prior	Current
Billings to Date	35.60	35.60	0.00

Phase Subtotal 0.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	30
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Phase 2 Basic Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	196,240.97	196,240.97	
Limit			196,250.00	
Remaining			9.03	
Phase Subtotal				0.00

	Total	Prior	Current
Billings to Date	196,240.97	196,240.97	0.00

Phase 2 Addtl Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	9,655.26	9,655.26	
Limit			11,250.00	
Remaining			1,594.74	
Phase Subtotal				0.00

	Total	Prior	Current
Billings to Date	9,655.26	9,655.26	0.00

Phase 2 Construction Services

	Hours	Rate	Amount	
Principal Engineer	1.00	220.00	220.00	
Principal Engineer	2.00	209.00	418.00	
Project Manager VI	1.00	157.00	157.00	
Engineer V	2.00	146.00	292.00	
Engineer I	7.50	99.00	742.50	
Lead Technician	5.00	133.00	665.00	
Technician VII	20.50	109.00	2,234.50	
Technician V	1.00	88.00	88.00	
Technician IV	9.75	80.00	780.00	
Technician III	12.00	72.00	864.00	
Technician II	68.25	66.00	4,504.50	
Technician I	6.75	58.00	391.50	
Total Services	136.75		11,357.00	
Total Services				11,357.00
Employee Mileage			109.80	
Total Expenses				109.80

Fleet Mileage				124.04
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Billing Limits	Current	Prior	To-Date	
Total Billings	11,590.84	30,156.93	41,747.77	
Limit			197,200.00	
Remaining			155,452.23	
Phase Subtotal				\$11,590.84

	Total	Prior	Current
Billings to Date	41,747.77	30,156.93	11,590.84

Amount Due this Invoice \$11,590.84

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	30
		Total	Prior	Current
Billings to Date		576,685.60	565,094.76	11,590.84

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



June 23, 2022

Mr. Don Clark, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SE CROSSWINDS DRIVE - RISE
PROGRESS REPORT NO. 30
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the thirtieth progress report for the above referenced project and covers work through June 19, 2022. Work invoiced through this period includes construction administration, observation, and staking. Construction is progressing with earthwork and utility installations nearing completion on SE Convenience Boulevard.

The project construction engineering services costs included on this invoice of \$11,590.84, are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50%. A total of \$4,636.33 would be funded through the RISE Grant.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 5, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$9,495.75 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Cherry Glen Park Ballfield Dev
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
933.2933.4210 Finance Project Code: 933.4210
122.0224.01 PO # 0
Original Contract Date: February 8, 2022 Vendor # 990

Date of Council Meeting 7/5/2022 PAYMENT REQUEST # 4
PAYMENT PERIOD: From: 05/23/22 through: 06/19/22

Contract Summary

Original Contract Amount:	\$	<u>46,000.00</u>	
Net change by Change Orders: Amd #1		<u></u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>46,000.00</u>	
Total completed and stored to date:	\$	<u>24,634.54</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>24,634.54</u>	
Less previous applications for payment:	\$	<u>15,138.79</u>	
SUBTOTAL	\$	<u>9,495.75</u>	

CURRENT PAYMENT DUE \$ 9,495.75

Balance to finish, including retainage: \$ 21,365.46

Contract Time Remaining (If applicable) -
##

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to: _____

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/24/2022	\$ 3,695.29
2	4/20/2020	\$ 4,468.75
3	5/25/2022	\$ 6,974.75
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TOTAL \$ 15,138.79

#	Date	Amount
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Record of Change Orders

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	February 8, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 22, 2022

Nick Lenox
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 122.0224.01 - 4

Finance Code 933.2933.4210

Finance Project # 933.4210

Vendor 990

Email

Project 122.0224.01 Cherry Glen Park Ballfield Development

Professional Services through June 19, 2022

Basic Services

Hourly Services

	Hours	Rate	Amount
Principal Landscape Architect II	1.25	229.00	286.25
Engineer V	3.50	152.00	532.00
Landscape Architect V	27.50	152.00	4,180.00
Engineer I	7.00	103.00	721.00
Landscape Architect I	26.50	103.00	2,729.50
Technician I	2.00	60.00	120.00
Total Services	67.75		8,568.75
			8,568.75
		Phase Subtotal	\$8,568.75

Construction Services

Hourly Services

	Hours	Rate	Amount
Landscape Architect I	9.00	103.00	927.00
Total Services	9.00		927.00
			927.00
		Phase Subtotal	\$927.00

Billing Limits

	Current	Prior	To-Date
Total Billings	9,495.75	15,138.79	24,634.54
Limit			46,000.00
Remaining			21,365.46

Amount Due this Invoice \$9,495.75

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth

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



June 23, 2022

Mr. Nick Lenox, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: CHERRY GLEN PARK BALLFIELD DEVELOPMENT
PROGRESS REPORT NO. 4
S&A PROJECT NO. 122.0224.01

Dear Mr. Lenox:

Enclosed is the fourth invoice for the above referenced project, for work performed through June 19, 2022. Services performed during this period included furthering the design of the construction documents and submitting to the City for review.

Should you have any questions on this update, please feel free to contact me. We will attend the July 5, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/crs

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$247,648.85 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive
Contractor: Sternquist Construction
Address: 1110 N 14th Street, Indianola, Iowa 50125
Finance Budget Code: 959.3959.4451 **Finance Project #** 959.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 15, 2021 **Vendor #** 6417

Date of Council Meeting: July 5, 2022 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: May 22, 2022 Through: June 18, 2022

Contract Summary

Original Contract Amount:	\$	4,526,677.00	
Net change by Change Orders:	\$	(10,484.25)	
Contract Amount to Date: (line 1 ± 2)	\$	4,516,192.75	
Total completed and stored to date:	\$	3,534,139.00	
Retainage: 5 % of Completed Work:	\$	176,706.95	
Total Earned less Retainage:	\$	3,357,432.05	
Less previous applications for payment:	\$	3,109,783.20	
SUBTOTAL	\$	247,648.85	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 247,648.85

Balance to finish, including retainage: \$ 1,158,760.70

Contract Time Remaining (If applicable) (22) 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: Sternquist Construction

Signature: [Signature] Firm Name: Sternquist Construction Date: 6-22-22

Engineer / Consultant Approval: Civil Design Advantage

Signature: [Signature] Firm Name: Civil Design Advantage Date: 6/23/2022

City of Ankeny Staff Approval:

Signature: [Signature] Date: 6/24/22

Submit to: Jim Haberichter, P.E.
E-mail: JHaberichter@AnkenyIowa.gov **Phone:** (515) 963-3536 **Fax:** (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 5,200.00	\$ 5,200.00		\$ -	1.00	1.00	\$ 5,200.00	0.00	100.00%
2.02	LOCATING/REPAIR TILE LINES	STA	28.00		28.00	\$ 500.00	\$ 14,000.00		\$ -		0.00	\$ -	28.00	0.00%
2.03	TORPOLL ON-SITE	CY	11,500.00		11,500.00	\$ 5.00	\$ 57,500.00		\$ -	9000.00	0.00	\$ 45,000.00	2,500.00	78.26%
2.04	EXCAVATION CLASS 10 (ON-SITE)	CY	11,800.00		11,800.00	\$ 2.50	\$ 29,500.00		\$ -	11,460.00	0.00	\$ 28,650.00	340.00	97.12%
2.05	BELOW GRADE EXCAVATION (CORE CUT)	CY	1,000.00	57.00	1,057.00	\$ 10.00	\$ 10,570.00	131.00	\$ 1,310.00	26.00	1,570.00	\$ 1,570.00	0.00	100.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	21,162.00		21,162.00	\$ 3.00	\$ 63,486.00	500.00	\$ 1,500.00	19,909.00	0.00	\$ 59,444.00	753.00	96.44%
2.07	SUBBASE, MODIFIED	SY	19,909.00	2,457.00	22,366.00	\$ 10.00	\$ 223,660.00	13,265.00	\$ 132,650.00	9101.00	0.00	\$ 22,366.00	0.00	100.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.10	\$ 400.00	0.80	0.90	\$ 3,600.00	0.10	90.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00		\$ -	0.90	0.90	\$ 18,000.00	0.10	90.00%
3.02	SETTLEMENT PLATES	EA	12.00		12.00	\$ 4,805.00	\$ 57,660.00		\$ -	12.00	12.00	\$ 57,660.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	138.00		138.00	\$ 144.00	\$ 19,872.00		\$ -	138.00	138.00	\$ 19,872.00	0.00	100.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	1,743.00		1,743.00	\$ 160.00	\$ 278,880.00		\$ -	1,796.00	1,796.00	\$ 287,360.00	(53.00)	103.04%
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 8 IN. DIA.	LF	268.00		268.00	\$ 181.75	\$ 48,709.00		\$ -	224.00	224.00	\$ 40,712.00	44.00	83.58%
4.04	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 18 IN. DIA.	LF	2,260.00	(1,123.00)	1,137.00	\$ 285.25	\$ 301,589.25		\$ -	1,137.00	1,137.00	\$ 301,589.25	0.00	100.00%
4.05	SANITARY SEWER SERVICE, DIP, 6" DIA.	LF	40.00		40.00	\$ 110.75	\$ 4,430.00		\$ -	40.00	40.00	\$ 4,430.00	0.00	100.00%
4.06	SANITARY SEWER CLEANOUT	EA	8.00		8.00	\$ 4,200.00	\$ 33,600.00		\$ -	6.40	6.40	\$ 26,880.00	1.60	80.00%
4.07	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	55.00	(55.00)	0.00	\$ 42.00	\$ -		\$ -	1330.00	0.00	\$ -	0.00	0.00%
4.08	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1,355.00		1,355.00	\$ 61.00	\$ 81,435.00		\$ -	37.00	1,392.00	\$ 81,130.00	5.00	99.63%
4.09	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	37.00		37.00	\$ 68.50	\$ 2,534.50		\$ -	580.00	37.00	\$ 48,120.00	0.00	100.00%
4.10	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	580.00		580.00	\$ 84.00	\$ 48,720.00		\$ -	1664.00	580.00	\$ 183,456.00	0.00	100.00%
4.11	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	1,664.00		1,664.00	\$ 110.25	\$ 183,456.00		\$ -	810.00	1,664.00	\$ 183,456.00	0.00	100.00%
4.12	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	810.00		810.00	\$ 110.565.00	\$ 89,568.15		\$ -	43.00	810.00	\$ 89,568.15	0.00	100.00%
4.13	STORM SEWER, TRENCHED, RCP, 42 IN. DIA.	LF	43.00		43.00	\$ 200.00	\$ 8,600.00		\$ -	122.00	122.00	\$ 3,324.50	0.00	100.00%
4.14	REMOVAL OF STORM SEWER, RCP, 36 IN. DIA. OR LESS	LF	122.00		122.00	\$ 27.25	\$ 3,324.50		\$ -	57.00	57.00	\$ 2,052.00	0.00	100.00%
4.15	REMOVAL OF STORM SEWER, RCP, 42 IN. DIA.	LF	57.00		57.00	\$ 36.00	\$ 2,052.00		\$ -	2.00	2.00	\$ 2,310.00	0.00	100.00%
4.16	PIPE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 1,155.00	\$ 2,310.00		\$ -	3.00	3.00	\$ 4,095.00	0.00	100.00%
4.17	PIPE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 1,365.00	\$ 4,095.00		\$ -	1.00	1.00	\$ 2,625.00	0.00	100.00%
4.18	PIPE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	\$ 2,625.00	\$ 2,625.00		\$ -	2.00	2.00	\$ 1,208.00	0.00	100.00%
4.19	FOOTING FOR CONCRETE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 604.00	\$ 1,208.00		\$ -	3.00	3.00	\$ 1,986.00	0.00	100.00%
4.20	FOOTING FOR CONCRETE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 662.00	\$ 1,986.00		\$ -	1.00	1.00	\$ 977.00	0.00	100.00%
4.21	FOOTING FOR CONCRETE APRON, RCP, 34 IN. DIA.	EA	1.00		1.00	\$ 977.00	\$ 977.00		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.22	PIPE APRON GUARD	EA	6.00		6.00	\$ 1,155.00	\$ 6,930.00		\$ -	3228.00	7,351.00	\$ 154,371.00	0.00	100.00%
4.23	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	7,351.00	0.00	7,351.00	\$ 21.00	\$ 154,371.00	4,123.00	\$ 86,583.00	2.00	2,940.00	\$ 2,940.00	1.00	66.67%
4.24	SUBDRAIN CLEANOUT, TYPE B, 24 IN. DIA.	EA	3.00		3.00	\$ 1,470.00	\$ 4,410.00	40.00	\$ 10,080.00	37.00	77.00	\$ 19,440.00	0.00	100.00%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	375.00		375.00	\$ 47.50	\$ 17,812.50		\$ -	375.00	375.00	\$ 17,812.50	0.00	100.00%
5.02	WATER MAIN, TRENCHED, PVC, 10 IN. DIA.	LF	121.00		121.00	\$ 63.00	\$ 7,623.00		\$ -	121.00	121.00	\$ 7,623.00	0.00	100.00%
5.03	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	3,845.00		3,845.00	\$ 47.25	\$ 181,676.25		\$ -	3,845.00	3,845.00	\$ 181,676.25	0.00	100.00%
5.04	WATER SERVICE STUB, POLYETHYLENE, 1 IN.	EA	1.00		1.00	\$ 1,732.50	\$ 1,732.50		\$ -	1.00	1.00	\$ 1,732.50	0.00	100.00%
5.05	VALVE, GATE, 8 IN. DIA.	EA	5.00		5.00	\$ 1,890.00	\$ 9,450.00		\$ -	5.00	5.00	\$ 9,450.00	0.00	100.00%
5.06	VALVE, GATE, 10 IN. DIA.	EA	2.00		2.00	\$ 2,467.50	\$ 4,935.00		\$ -	2.00	2.00	\$ 4,935.00	0.00	100.00%
5.07	VALVE, GATE, 12 IN. DIA.	EA	7.00		7.00	\$ 2,940.00	\$ 20,580.00		\$ -	7.00	7.00	\$ 20,580.00	0.00	100.00%
5.08	FIRE HYDRANT ASSEMBLY	EA	11.00		11.00	\$ 5,565.00	\$ 61,215.00		\$ -	11.00	11.00	\$ 61,215.00	0.00	100.00%
5.09	FLUSHING DEVICE (BLONOFF FIRE HYDRANT)	EA	6.00		6.00	\$ 4,725.00	\$ 28,350.00		\$ -	6.00	6.00	\$ 28,350.00	0.00	100.00%
5.10	RELOCATE TEMPORARY FIRE HYDRANT	EA	2.00		2.00	\$ 1,942.50	\$ 3,885.00		\$ -	2.00	2.00	\$ 3,885.00	0.00	100.00%
5.11	VALVE BOX, ADJUSTMENT	EA	5.00		5.00	\$ 210.00	\$ 1,050.00		\$ -	2.00	2.00	\$ 420.00	3.00	40.00%
5.12	WATER MAIN, REMOVAL	LF	70.00		70.00	\$ 23.00	\$ 1,610.00		\$ -	70.00	70.00	\$ 1,610.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, TYPE SW-501, 48 IN. DIA. (SANITARY SEWER)	EA	14.00		14.00	\$ 14,700.00	\$ 205,800.00		\$ -	13.20	13.20	\$ 194,040.00	0.80	94.29%
6.02	MANHOLE, TYPE SW-501, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	\$ 6,615.00	\$ 6,615.00		\$ -	0.90	0.90	\$ 5,953.50	0.10	90.00%
6.03	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	4.00		4.00	\$ 2,885.00	\$ 11,340.00		\$ -	3.70	3.70	\$ 10,489.50	0.30	92.50%
6.04	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA	2.00		2.00	\$ 7,980.00	\$ 15,960.00		\$ -	1.90	1.90	\$ 15,162.00	0.10	95.00%
6.05	INTAKE, TYPE SW-503, DOUBLE GRATE INTAKE	EA	18.00		18.00	\$ 4,515.00	\$ 81,270.00		\$ -	16.80	16.80	\$ 76,303.50	1.10	93.88%
6.06	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	8.00		8.00	\$ 8,190.00	\$ 65,520.00		\$ -	7.20	7.20	\$ 58,968.00	0.80	90.00%
6.07	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE (MOD.)	EA	8.00		8.00	\$ 12,751.50	\$ 102,050.00		\$ -	7.90	7.90	\$ 100,784.25	0.10	98.75%
6.08	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	2.00		2.00	\$ 3,045.00	\$ 6,090.00		\$ -	1.00	1.00	\$ 3,045.00	1.00	50.00%
6.09	EXTERNAL DROP CONNECTION	EA	6.00		6.00	\$ 6,510.00	\$ 39,060.00		\$ -	5.00	5.00	\$ 32,550.00	1.00	83.33%
6.10	INTAKE ADJUSTMENT, MINOR	EA	1.00		1.00	\$ 997.50	\$ 997.50		\$ -	1.00	1.00	\$ 997.50	0.00	100.00%
6.11	REMOVE INTAKE, STORM	EA	2.00		2.00	\$ 682.50	\$ 1,365.00		\$ -	2.00	2.00	\$ 1,365.00	0.00	100.00%
6.12	STANDPIPE	EA	1.00		1.00	\$ 630.00	\$ 630.00	1.00	\$ 630.00		1.00	\$ 630.00	0.00	100.00%
6.13	REMOVE STANDPIPE	EA	1.00		1.00	\$ 735.00	\$ 735.00		\$ -	1.00	1.00	\$ 735.00	0.00	100.00%

STREETS AND RELATED WORK												
7.01	PAYMENT, FCC 9 IN. CLASS C-5/D MIX	SY	17,382.00		17,382.00	\$	51.25	\$	890,827.50		\$	-
7.02	PAYMENT, FCC 8 IN. CLASS C-5/D MIX	SY	345.00		345.00	\$	64.00	\$	22,080.00		\$	-
7.03	PAYMENT, FCC 7 IN. CLASS C-5/D MIX	SY	867.00		867.00	\$	53.00	\$	45,957.00		\$	-
7.04	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$	7,500.00	\$	7,500.00		\$	-
7.05	REMOVAL OF SIDEWALK	SY	72.00		72.00	\$	25.00	\$	1,800.00		\$	-
7.06	SIDEWALK, RCC 4 IN.	SY	17.00		17.00	\$	94.50	\$	1,606.50		\$	-
7.07	SIDEWALK, RCC 5 IN.	SY	3,223.00		3,223.00	\$	36.25	\$	116,533.75		\$	-
7.08	SIDEWALK, RCC 6 IN.	SY	214.00		214.00	\$	100.00	\$	21,400.00		\$	-
7.09	DETECTABLE WARNING	SF	242.00		242.00	\$	55.00	\$	13,310.00		\$	-
7.10	DRIVEWAY, PCC 6 IN.	SY	154.00		154.00	\$	98.00	\$	15,092.00		\$	-
7.11	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	50.00		50.00	\$	60.00	\$	3,000.00		\$	-
7.12	TEMPORARY DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	84.00		84.00	\$	50.00	\$	4,200.00		\$	-
7.13	PAYMENT REMOVAL	SY	575.00		575.00	\$	20.00	\$	11,500.00		\$	-
TRAFFIC CONTROL												
8.01	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	5.00		5.00	\$	210.00	\$	1,050.00		\$	-
8.02	PAINTED PAVEMENT MARKINGS, DURABLE	STA	117.10		117.10	\$	65.00	\$	7,611.50		\$	-
8.03	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	30.00		30.00	\$	130.00	\$	3,900.00		\$	-
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	STA	117.10		117.10	\$	35.00	\$	4,098.50		\$	-
8.05	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	30.00		30.00	\$	105.00	\$	3,150.00		\$	-
8.06	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$	6,500.00	\$	6,500.00		\$	-
8.07	PORTABLE DYNAMIC MESSAGE BOARD (PDMs)	DAYS	7.00		7.00	\$	135.00	\$	945.00		\$	-
8.08	TRAFFIC SIGNAGE	LS	1.00		1.00	\$	19,500.00	\$	19,500.00		\$	-
8.09	TRAFFIC SIGN RELOCATION	EA	8.00		8.00	\$	155.00	\$	1,240.00		\$	-
8.10	TRAFFIC SIGN REMOVAL	EA	2.00		2.00	\$	105.00	\$	210.00		\$	-
8.11	FIBER OPTIC CONDUIT (BLVD) - CITY (FURNISH & INSTALL)	LF	3,855.00		3,855.00	\$	6.50	\$	25,057.50		\$	-
8.12	FIBER OPTIC CONDUIT (ORANGE) - SCHOOL (FURNISH & INSTALL)	LF	3,670.00		3,670.00	\$	6.50	\$	23,855.00		\$	-
8.13	FIBER OPTIC HANDHOLES - TYPE III - CITY (FURNISH & INSTALL)	EA	3.00		3.00	\$	1,300.00	\$	3,900.00		\$	-
8.14	FIBER OPTIC HANDHOLES - TYPE III - SCHOOL (FURNISH & INSTALL)	EA	3.00		3.00	\$	1,300.00	\$	3,900.00		\$	-
8.15	FIBER OPTIC HANDHOLES - TYPE IV - CITY (FURNISH & INSTALL)	EA	2.00		2.00	\$	1,510.00	\$	3,020.00		\$	-
8.16	FIBER OPTIC HANDHOLES - TYPE IV - SCHOOL (FURNISH & INSTALL)	EA	2.00		2.00	\$	1,510.00	\$	3,020.00		\$	-
SITE WORK AND LANDSCAPING												
9.01	CONVENTIONAL SEEDING, SPRING, FERTILIZING, TYPE I	AC	11.40		11.40	\$	1,260.00	\$	14,364.00		\$	-
9.02	CONVENTIONAL SEEDING, SPRING, FERT, TYPE 4 (TEMP SEEDING)	AC	16.16		16.16	\$	100.00	\$	1,616.00		\$	-
9.03	HYDRAULIC MULCHING (BPM)	AC	16.16		16.16	\$	2,000.00	\$	32,320.00		\$	-
9.04	FILTER SOCKS, 12 IN.	LF	825.00		825.00	\$	2.50	\$	2,062.50		\$	-
9.05	FILTER SOCKS, REMOVAL	TONS	48.00		48.00	\$	76.50	\$	3,672.50		\$	-
9.06	RIP RAP, CLASS E	LF	9,285.00		9,285.00	\$	1.50	\$	13,927.50		\$	-
9.07	SILT FENCE	LF	9,285.00		9,285.00	\$	0.10	\$	928.50		\$	-
9.08	SILT FENCE, REMOVAL OF DEVICE	TONS	585.00		585.00	\$	40.00	\$	23,400.00		\$	-
9.09	STABILIZED											

78.25%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 3, 2021	\$ 127,284.80
2	June 7, 2021	\$ 281,211.40
3	July 6, 2021	\$ 401,371.44
4	August 2, 2021	\$ 371,158.60
5	September 6, 2021	\$ 362,441.85
6	October 4, 2021	\$ 379,526.66
7	November 1, 2021	\$ 244,438.80
8	December 6, 2021	\$ 332,705.91
9	January 3, 2022	\$ 487,258.09
10	May 2, 2022	\$ 88,532.40
11	June 6, 2022	\$ 33,853.25
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Previous Applications for Payment

No.	Date	Amount
36		
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PREVIOUS PAY APP TOTAL = \$ 3,109,783.20

Record of Change Orders

No.	Date	Amount
1	April 19, 2021	\$ (78,890.75)
2	June 7, 2021	\$ 3,811.50
3	November 1, 2021	\$ 875.00
4	January 3, 2022	\$ 15,240.00
5	June 6, 2022	\$ (600.00)
6	July 5, 2022	\$ 49,080.00
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CHANGE ORDER TOTAL = \$ (10,484.25)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	April 1, 2021

Substantial Completion

Contract Working Days:	190.0
Added by Change Order:	3.0
Total Working Days:	193.0
Working Days Used to Date:	214.5
Working Days Remaining:	(21.5)

Full Completion

Contract Working Days:	12.0
Added by Change Order:	
Total Working Days:	12.0
Working Days Used to Date:	
Working Days Remaining:	12.0



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the July 5, 2022 Accounts Payable. (Finance Committee: J. Perry , Chp, J. Ruddy, T. Shafer)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 AP Check Report
 AP Recap

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 6/23/2022 THRU 7/07/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005631	FBI-LEEDA							
M-CHECK	FBI-LEEDA	UNPOST V	6/28/2022			235627		100.00CR

011462	PHYSICIANS MUTUAL INSURANCE							
M-CHECK	PHYSICIANS MUTUAL INSURANCE	UNPOST V	6/28/2022			236846		100.00CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	200.00CR	200.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	200.00CR	0.00	0.00
BANK: TOTALS:	2	200.00CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 6/23/2022 THRU 7/07/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-220614	6/6-6/12/22 NORTH ZONE	R	7/05/2022	5,382.72		237165		
I-220615	6/6-6/12/22 HIGH PROFILE MOW	R	7/05/2022	3,524.30		237165		
I-220616	6/13-6/18/22 NORTH ZONE MOW	R	7/05/2022	5,364.40		237165		
I-220617	6/13-18/22 HIGH PROFILE MOW	R	7/05/2022	3,524.30		237165		
I-220618	6/12-6/17/22 SOUTH ZONE	R	7/05/2022	2,189.42		237165		19,985.14
	*** VENDOR TOTALS ***					1 CHECKS		19,985.14
001844	A TECH INC-TCI							
I-549767	SERVICE CALL - PRSC	E	7/07/2022	115.00		005127		
I-551870	07/01/22-09/30/22 MONITORING	E	7/07/2022	3,075.00		005127		
I-552238	FIRE SYSTEM SERVICE CALL -FS3	E	7/07/2022	115.00		005127		3,305.00
	*** VENDOR TOTALS ***					1 CHECKS		3,305.00
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-287486B	6/23/22 BASIN ALGAE TREATMENT	R	7/05/2022	3,074.96		237166		3,074.96
	*** VENDOR TOTALS ***					1 CHECKS		3,074.96
004997	ABSOLUTE CONCRETE							
I-PAY2-NE 36TH REC	PAY 2-NE 36TH ST RECON/I35/4MD	R	7/05/2022	5,766.50		237167		5,766.50
	*** VENDOR TOTALS ***					1 CHECKS		5,766.50
009760	RICK BRAMMER							
I-07/07/2022BUBBLES	07/07/2022 BUBBLE STATIONS-KL	R	7/05/2022	500.00		237168		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
000003	ACCO UNLIMITED CORP							
I-0223030-IN	CHEMICALS - PRAC	R	7/05/2022	337.60		237169		
I-0223588-IN	STRAINER BASKETS - AC	R	7/05/2022	36.50		237169		
I-0223628-IN	CHEMICALS - PRAC	R	7/05/2022	879.20		237169		
I-0223677-IN	CHEMICALS - PRAC	R	7/05/2022	771.60		237169		2,024.90
	*** VENDOR TOTALS ***					1 CHECKS		2,024.90
001521	ACCU MOLD LLC							
I-RES#2010-1004 FY22	2022 ACCU-MOLD TIF REBATE	R	6/30/2022	63,147.00		237153		
I-RES#2015-071 FY22	2022 ACCU-MOLD TIF REBATE	R	6/30/2022	49,626.00		237153		112,773.00
	*** VENDOR TOTALS ***					1 CHECKS		112,773.00
000164	G & S HARDWARE INC							
I-207985/2	EASL SIGN WET FLOOR- CFAC	R	7/05/2022	51.98		237170		51.98
	*** VENDOR TOTALS ***					1 CHECKS		51.98
000026	AHLERS & COONEY PC							
I-825963	2022 GENERAL OBLIGATION BONDS	E	7/07/2022	33,089.27		005107		33,089.27
	*** VENDOR TOTALS ***					1 CHECKS		33,089.27

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 6/23/2022 THRU 7/07/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000226	AIRGAS NORTH CENTRAL INC							
I-9988521588	CYLINDER RENTAL - CG	R	7/05/2022	872.10		237171		872.10
	*** VENDOR TOTALS ***					1 CHECKS		872.10
009262	AMAZON CAPITAL SERVICES INC							
C-19CJ-R7KX-DM4G	CR: TENNIS BALL BOX -ASC	E	7/07/2022	58.90CR		005167		
I-19YP-JKXT-1FWY	CALENDAR/BUBBLES/MISC-P&R/ASC	E	7/07/2022	162.80		005167		
I-1CFC-DT7P-9RRR	RELAXING ROOM BEDDING SUPP-PD	E	7/07/2022	79.24		005167		
I-1FNR-TLW7-1RG1	TABLET/CASE-FRIENDS LIBRARY	E	7/07/2022	246.98		005167		
I-1GNJ-1W9C-VTH1	WRISTBANDS - AC	E	7/07/2022	55.98		005167		
I-1LQC-7Q44-4K4N	MISC SUPPLIES - PD TRAFFIC	E	7/07/2022	150.56		005167		
I-1RDC-739Y-3NJ3	FLASH DRIVES - PD	E	7/07/2022	45.96		005167		
I-1WJL-KHTY-6FGD	HIGH BACK CHAIR/SEAT/MISC-FD	E	7/07/2022	246.42		005167		929.04
	*** VENDOR TOTALS ***					1 CHECKS		929.04
010761	AMAZON.COM CORPORATE CREDIT							
C-464649389786	REFUND	E	7/07/2022	8.88CR		005175		
C-877667339474	REFUND	E	7/07/2022	4.08CR		005175		
I-439888999473	MISC MULTIMEDIA - KL	E	7/07/2022	40.92		005175		
I-444568437796	DUM DUMS - KL	E	7/07/2022	17.11		005175		
I-455879368395	MISC MULTIMEDIA - KL	E	7/07/2022	118.82		005175		
I-465944959665	MISC BOOKS - KL	E	7/07/2022	16.99		005175		
I-493965873759	MISC BOOKS - KL	E	7/07/2022	105.97		005175		
I-558485535544	MISC MULTIMEDIA - KL	E	7/07/2022	168.62		005175		
I-563558374684	MISC BOOKS - KL	E	7/07/2022	13.11		005175		
I-597383838877	BUBBLES/ZIPLOCK/LEAF - KL	E	7/07/2022	234.15		005175		
I-633379564535	MISC MULTIMEDIA - KL	E	7/07/2022	107.90		005175		
I-658885974563	MISC MULTIMEDIA - KL	E	7/07/2022	138.77		005175		
I-695873586975	MISC MULTIMEDIA - KL	E	7/07/2022	117.41		005175		
I-735776887667	MISC MULTIMEDIA - KL	E	7/07/2022	258.17		005175		
I-898695597595	MISC MULTIMEDIA - KL	E	7/07/2022	58.87		005175		
I-964694459589	MISC BOOKS - KL	E	7/07/2022	75.79		005175		
I-964777577743	MISC BOOKS - KL	E	7/07/2022	51.97		005175		
I-979767965338	MISC BOOKS - KL	E	7/07/2022	17.90		005175		1,529.51
	*** VENDOR TOTALS ***					1 CHECKS		1,529.51
004293	AMERICAN FENCE CO OF IOWA INC							
I-399 A	SECURITY FENCE & GATES - PD	R	7/05/2022	52,768.00		237172		
I-399 B	SECURITY FENCE & GATES - PD	R	7/05/2022	1,137.00		237172		53,905.00
	*** VENDOR TOTALS ***					1 CHECKS		53,905.00
000893	AMERIGROUP							
I-AFD23129 #2	REFUND	R	7/05/2022	153.11		237173		153.11
	*** VENDOR TOTALS ***					1 CHECKS		153.11

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 6/23/2022 THRU 7/07/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011500	DEBRA ANDERS							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	54.99		237174		54.99
	*** VENDOR TOTALS ***					1 CHECKS		54.99
002676	ANIMAL RESCUE LEAGUE							
I-624	MAY ANIMAL INTAKE FEES - PD	E	7/07/2022	2,000.00		005132		2,000.00
	*** VENDOR TOTALS ***					1 CHECKS		2,000.00
000012	MILLENNIUM II CORPORATION							
I-1056909	HILLMAN - IT	R	7/05/2022	9.90		237175		
I-1060654	LINKS - AC	R	7/05/2022	72.32		237175		
I-1065447	FOAM BRUSHES - OCM	R	7/05/2022	5.94		237175		
I-10655556	SHRK ANG VALV - FD	R	7/05/2022	24.68		237175		
I-1065663	HEX KEY SET -PKS	R	7/05/2022	10.41		237175		
I-1065764	JBEND/TUBES - FD	R	7/05/2022	31.91		237175		
I-1065900	CLAMP - FD	R	7/05/2022	8.66		237175		
I-1066041	TUBE/INSECT CONTROL-LAKESIDE	R	7/05/2022	34.03		237175		
I-1067455	HITCH PULL PIN - PKS	R	7/05/2022	8.00		237175		
I-1067576	DISINFECTANT BLEACH - CFAC	R	7/05/2022	23.88		237175		
I-1067617	CRACK SEALANT - PKS	R	7/05/2022	45.30		237175		
I-1068588	ZINC PISTOL NOZZLE-OC M	R	7/05/2022	17.92		237175		292.95
	*** VENDOR TOTALS ***					1 CHECKS		292.95
004201	TSJM TOWING SERVICE LLC							
I-22-47320	TOW/HOOK FEE - PD	R	7/05/2022	50.00		237176		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
000057	ARNOLD MOTOR SUPPLY							
C-15CR010083	CR: UNIT #239 BEARING CUP	R	7/05/2022	8.99CR		237177		
I-15NV123976	UNIT #239 BEARING SET	R	7/05/2022	55.05		237177		
I-15NV123978	UNIT #239 TAPERED BEARING	R	7/05/2022	15.58		237177		
I-58NV001403	METERING SYS/WASH/SHINE-FD	R	7/05/2022	296.23		237177		357.87
	*** VENDOR TOTALS ***					1 CHECKS		357.87
002625	PHILIP L ASCHEMAN PHD							
I-6/21/2022	PSYCH EVALS - FD	R	7/05/2022	2,580.00		237178		2,580.00
	*** VENDOR TOTALS ***					1 CHECKS		2,580.00
000067	BAKER & TAYLOR INC							
I-H61429710	MISC MULTIMEDIA - KL	E	7/07/2022	48.96		005109		
I-H61429711	MISC MULTIMEDIA - KL	E	7/07/2022	83.97		005109		
I-H61631780	MISC MULTIMEDIA - KL	E	7/07/2022	69.97		005109		
I-H61779320	MULTIMEDIA - KL	E	7/07/2022	132.95		005109		335.85
	*** VENDOR TOTALS ***					1 CHECKS		335.85

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 6/23/2022 THRU 7/07/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002479	AMIN BAKRI							
I-06/2022 FITNESS	04/22-06/22 FITNESS REIMBSMNT	R	7/05/2022	36.00		237179		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
000744	BANKERS TRUST							
I-RES#2016-193 FY22	21/22 TAX RBT-50% BAKER MECH	R	6/30/2022	88,298.00		237154		88,298.00
	*** VENDOR TOTALS ***					1 CHECKS		88,298.00
011491	BARTLETT ELECTRIC							
I-21-1444-ELE	ELECTRICAL PERMIT	R	7/05/2022	120.00		237180		120.00
	*** VENDOR TOTALS ***					1 CHECKS		120.00
001291	BOB BASH							
I-06/2022 FITNESS	04/22-06/22 FITNESS	E	7/07/2022	36.00		005125		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
010368	AMANDA BELLIS							
I-06/21/2022MILEAGE	6/21/22 MILEAGE REIMBRSMNT	E	7/07/2022	11.82		005191		11.82
	*** VENDOR TOTALS ***					1 CHECKS		11.82
001788	RICARDO BENDEZU							
I-07/2022 TEMP ESMT	07/2022 TEMPORARY EASEMENT	R	7/05/2022	785.00		237181		785.00
	*** VENDOR TOTALS ***					1 CHECKS		785.00
011501	TOM BENNETT							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	75.00		237182		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
011502	ROBERT BOEHRINGER							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	875.00		237183		875.00
	*** VENDOR TOTALS ***					1 CHECKS		875.00
006349	HY-VEE INC-BDI							
I-38335	ALCOHOL FOR RESALE - OC	R	7/05/2022	1,376.55		237184		1,376.55
	*** VENDOR TOTALS ***					1 CHECKS		1,376.55
005950	BLACKSTONE AUDIO INC							
I-2044925	MISC MULTIMEDIA/SHELF SVCS-KL	R	7/05/2022	43.54		237185		
I-2044992	MISC MULTIMEDIA/SHELF SVCS-KL	R	7/05/2022	41.95		237185		
I-2045055	MISC MULTIMEDIA/SHELF SVCS-KL	R	7/05/2022	43.54		237185		
I-2045062	MISC MULTIMEDIA/SHELF SVCS-KL	R	7/05/2022	47.54		237185		
I-2046329	MISC MULTIMEDIA/SHELF SVCS-KL	R	7/05/2022	75.48		237185		
I-2046400	MISC MULTIMEDIA/SHELF SVCS-KL	R	7/05/2022	37.94		237185		
I-2047394	MISC MULTIMEDIA/SHELF SVCS-KL	R	7/05/2022	25.49		237185		
I-2047775	MISC MULTIMEDIA/SHELF SVCS-KL	R	7/05/2022	75.90		237185		391.38
	*** VENDOR TOTALS ***					1 CHECKS		391.38

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002958	BLUE VALLEY PUBLIC SAFETY							
I-518220928 FY23	7/1/22-6/30/23 MNT CNTRCT	E	7/07/2022	19,662.00		005135		19,662.00
	*** VENDOR TOTALS ***					1 CHECKS		19,662.00
009487	BOOT BARN INC							
I-INV00176210	BOOTS - J GUDDALL	E	7/07/2022	97.74		005170		97.74
	*** VENDOR TOTALS ***					1 CHECKS		97.74
005174	BOUND TREE MEDICAL LLC							
I-84550767	EMS SUPPLIES - FD	R	7/05/2022	399.60		237186		
I-84552718	EMS SUPPLIES - FD	R	7/05/2022	401.02		237186		
I-84554637	EMS SUPPLIES - FD	R	7/05/2022	28.90		237186		
I-84556538	EMS SUPPLIES - FD	R	7/05/2022	32.90		237186		
I-84560906	EMS SUPPLIES - FD	R	7/05/2022	30.29		237186		
I-84560907	EMS SUPPLIES -FD	R	7/05/2022	313.20		237186		
I-84560908	EMS SUPPLIES - FD	R	7/05/2022	313.20		237186		
I-84560909	EMS SUPPLIES - FD	R	7/05/2022	156.60		237186		
I-84562838	EMS SUPPLIES - FD	R	7/05/2022	30.29		237186		
I-84562839	EMS SUPPLIES - FD	R	7/05/2022	34.14		237186		
I-84562840	EMS SUPPLIES -FD	R	7/05/2022	146.58		237186		
I-84564479	EMS SUPPLIES - FD	R	7/05/2022	131.70		237186		2,018.42
	*** VENDOR TOTALS ***					1 CHECKS		2,018.42
011503	KRISTIN BRADY							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	55.40		237187		55.40
	*** VENDOR TOTALS ***					1 CHECKS		55.40
004334	JARED BRIGHT							
I-06/2022 FITNESS	04/22-06/22 FITNESS	E	7/07/2022	36.00		005142		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
011504	CASSIDY BRISTOW							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	58.32		237188		58.32
	*** VENDOR TOTALS ***					1 CHECKS		58.32
008929	JULIE BROADHEAD							
I-06/2022 FITNESS	04/2022-06/2022 FITNESS	R	7/05/2022	36.00		237189		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
008738	BULB GUY LIGHTING							
I-17546	LIGHTS -IT	E	7/07/2022	75.06		005164		75.06
	*** VENDOR TOTALS ***					1 CHECKS		75.06

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004126	CALHOUN-BURNS AND							
I-2022173.00 - 1	ANNUAL BRIDGE INSPECT	R	7/05/2022	3,132.00		237190		3,132.00
	*** VENDOR TOTALS ***					1 CHECKS		3,132.00
009868	MACKENZIE CAMPFIELD							
I-06/18/2022 YOGA	6/18/22 YOGA IN THE PARK	R	7/05/2022	25.00		237191		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
000385	CAPITAL CITY EQUIPMENT CO							
I-26606D	UNIT #214 OIL FILTER	E	7/07/2022	28.88		005117		28.88
	*** VENDOR TOTALS ***					1 CHECKS		28.88
000453	CARQUEST AUTO PARTS							
I-2330-748514	UNIT #120 MICRO V-BELT	R	7/05/2022	30.35		237192		
I-2330-748517	UNIT #653 HYDRAULIC FITTINGS	R	7/05/2022	18.64		237192		48.99
	*** VENDOR TOTALS ***					1 CHECKS		48.99
004613	CENTRAL IOWA DISTRIBUTING							
I-226686	RESTROOM SUPPLIES-PRSC	E	7/07/2022	1,181.00		005145		
I-226955	GARBAGE CAN LINERS-PKS	E	7/07/2022	2,812.00		005145		
I-227300	MISC CLEANERS - PRSC	E	7/07/2022	699.00		005145		4,692.00
	*** VENDOR TOTALS ***					1 CHECKS		4,692.00
004002	CINTAS CORPORATION							
I-4122421626	MAT/UNIFORM RENTALS - PKS	R	7/05/2022	106.95		237193		
I-4122692123	MAT/UNIFORM RENTAL - OC	R	7/05/2022	89.04		237193		
I-4123050559	MAT/UNIFORM RENTALS-PKS	R	7/05/2022	107.30		237193		
I-4123317742	MAT/UNIFORM RENTALS - OC	R	7/05/2022	89.21		237193		
I-4123317793	MAT RENTALS - KL	R	7/05/2022	142.18		237193		534.68
	*** VENDOR TOTALS ***					1 CHECKS		534.68
010986	CIT INTERNATIONAL INC.							
I-15431	REED- CIT INTERNATIONAL	R	7/05/2022	550.00		237194		
I-15634	SCHNEDEN-CIT INTERNATIONAL	R	7/05/2022	425.00		237194		975.00
	*** VENDOR TOTALS ***					1 CHECKS		975.00
007852	LEE COLE							
I-06/2022 MAGIC CAMP	06/2022 JUNE MAGIC CAMP	R	7/05/2022	595.00		237195		595.00
	*** VENDOR TOTALS ***					1 CHECKS		595.00
000614	CONFLUENCE INC							
I-23710	UPTOWN STREETSCAPE	R	7/05/2022	477.65		237196		477.65
	*** VENDOR TOTALS ***					1 CHECKS		477.65

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009380	COSTAR REALTY INFORMATION INC							
I-120052973	COSTAR SUBSCRIPTION	R	7/05/2022	1,343.79		237197		1,343.79
	*** VENDOR TOTALS ***					1 CHECKS		1,343.79
008706	COURAGE LEAGUE SPORTS							
I-BIKE CAMP/LEAGUE	COURAGE /BIKE/SPORTS LEAGUE	R	7/05/2022	60.00		237198		60.00
	*** VENDOR TOTALS ***					1 CHECKS		60.00
010200	CRITICAL MENTION, INC.							
I-2022-48864	MEDIA MONITORING SVC - COMM	E	7/07/2022	2,700.00		005173		2,700.00
	*** VENDOR TOTALS ***					1 CHECKS		2,700.00
003533	5 TRAILS INC							
I-17800	PLAQUES -P&R	R	7/05/2022	148.85		237199		148.85
	*** VENDOR TOTALS ***					1 CHECKS		148.85
010085	CONRAD CRUTHIRDS							
I-06/2022 BOOTS	06/2022 BOOT REIMBURSEMENT	E	7/07/2022	111.99		005187		111.99
	*** VENDOR TOTALS ***					1 CHECKS		111.99
000146	CENTURY HOMES CO							
I-0546724-IN	MERIT 2F FLOWABLE - OC M	R	7/05/2022	177.00		237200		
I-0546725-IN	GRIGG GREEN ULTRA - OC M	R	7/05/2022	487.50		237200		
I-0547072-IN	CAPTAIN XTR -OCM	R	7/05/2022	837.00		237200		1,501.50
	*** VENDOR TOTALS ***					1 CHECKS		1,501.50
011490	JUDITH DAIGLE							
I-06/22/2022CONCERT	6/22/22 CONCERT - KL	R	7/05/2022	400.00		237201		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00
001003	ED DANIELS							
I-105148	FILTERS -ERV	E	7/07/2022	13.15		005124		
I-105211	FILTERS -PD RANGE	E	7/07/2022	576.00		005124		
I-105301	FILTERS -ASC	E	7/07/2022	39.83		005124		
I-105361	FILTERS - PKS	E	7/07/2022	209.40		005124		838.38
	*** VENDOR TOTALS ***					1 CHECKS		838.38
003359	KEVIN DEEVER							
I-05/22-06/22 M.ARTS	05/22-06/22 MARTIAL ARTS	E	7/07/2022	2,366.40		005138		2,366.40
	*** VENDOR TOTALS ***					1 CHECKS		2,366.40
000105	DEERE & COMPANY							
I-RES#2011-410 FY22	2022 TIF REBATE-SPRAYER FACILI	R	6/30/2022	291,219.00		237155		
I-RES#2013-334 FY22	2022 TIF REBATE-OFFICE	R	6/30/2022	68,295.00		237155		359,514.00
	*** VENDOR TOTALS ***					1 CHECKS		359,514.00

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003099	DELL MARKETING L P							
I-10591695655	BUDGET ANALYST PC	R	7/05/2022	1,407.11		237202		1,407.11
	*** VENDOR TOTALS ***					1 CHECKS		1,407.11
000605	DEMCO INC							
I-7141420	BOOK TAPE - KL	E	7/07/2022	155.64		005120		
I-7143814	BOOK JACKET COVERS-KL	E	7/07/2022	264.39		005120		420.03
	*** VENDOR TOTALS ***					1 CHECKS		420.03
004623	DES MOINES AREA MPO							
I-1088	FY23 MIPA DUES	R	7/05/2022	10,183.05		237203		
I-177	FY23 ASSESSMENT DUES	R	7/05/2022	67,887.00		237203		78,070.05
	*** VENDOR TOTALS ***					1 CHECKS		78,070.05
011510	DES MOINES CHILDREN'S MUSEUM							
I-17280	TWO ADVENTURE PASSES-KL	R	7/05/2022	250.00		237204		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
010172	SUZANNE BENJAMIN							
I-06/2022 BALLROOM	06/2022 BALLROOM DANCE	E	7/07/2022	211.20		005190		211.20
	*** VENDOR TOTALS ***					1 CHECKS		211.20
000843	THE DES MOINES REGISTER							
I-0004674455	05/2022 LEGAL PUBLICATIONS	E	7/07/2022	2,674.44		005122		2,674.44
	*** VENDOR TOTALS ***					1 CHECKS		2,674.44
001327	GL ANKENY LLC							
I-142763 DOW	UNIT #621 FUEL CAP	R	7/05/2022	27.23		237205		27.23
	*** VENDOR TOTALS ***					1 CHECKS		27.23
000161	DEWEY FORD INC							
I-588101 FOW	UNIT #59 RELAY	R	7/05/2022	12.50		237206		12.50
	*** VENDOR TOTALS ***					1 CHECKS		12.50
004568	DOLL DISTRIBUTING LLC							
I-1027024	ALCOHOL FOR RESALE - OC	E	7/07/2022	692.65		005144		
I-1029639	ALCOHOL FOR RESALE-OC	E	7/07/2022	429.00		005144		
I-1031661	ALCOHOL FOR RESALE - OC	E	7/07/2022	1,216.56		005144		2,338.21
	*** VENDOR TOTALS ***					1 CHECKS		2,338.21
000988	EARL MAY SEED & NURSERY							
I-00080582	PATIO POTS - OC	R	7/05/2022	351.00		237207		351.00
	*** VENDOR TOTALS ***					1 CHECKS		351.00

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006319	EDWARD DON AND COMPANY							
I-28582100	FOOD/SUPPLIES FOR RESALE-OC	R	7/05/2022	557.67		237208		
I-28647488	FOOD/SUPPLIES FOR RESALE-OC	R	7/05/2022	463.96		237208		1,021.63
	*** VENDOR TOTALS ***					1 CHECKS		1,021.63
000186	ELECTRONIC ENGINEERING							
I-80061399, 80061553	07/2022 STATEMENT - PW	E	7/07/2022	930.00		005110		
I-80061401	07/2022 STATEMENT-ENGINEERING	E	7/07/2022	26.50		005110		
I-80061552, 80061398	07/2022 STATEMENT - PARK MAINT	E	7/07/2022	248.50		005110		
I-80061554, 80061400	07/2022 STATEMENT - MU	E	7/07/2022	440.50		005110		1,645.50
	*** VENDOR TOTALS ***					1 CHECKS		1,645.50
000187	EMERGENCY MEDICAL							
I-2456147	EMS SUPPLIES - FD	R	7/05/2022	413.97		237209		413.97
	*** VENDOR TOTALS ***					1 CHECKS		413.97
005418	EMPLOYEE & FAMILY RESOURCES IN							
I-681-5279	8/1/22-1/31/23 WELLNSS/EAP SVC	R	7/05/2022	4,865.66		237210		4,865.66
	*** VENDOR TOTALS ***					1 CHECKS		4,865.66
008516	TINA ERICKSON							
I-04/2022 FITNESS	04/2022 FITNESS	E	7/07/2022	12.00		005181		12.00
	*** VENDOR TOTALS ***					1 CHECKS		12.00
011493	JEFFREY EVANS							
I-AFD23617	OFFSET OVERPAYMENT -FD	R	7/05/2022	264.00		237211		264.00
	*** VENDOR TOTALS ***					1 CHECKS		264.00
005478	EXCEL MECHANICAL COMPANY INC							
I-154086	SEMIANNUAL INSPCTN-LAKESIDE	E	7/07/2022	456.52		005153		456.52
	*** VENDOR TOTALS ***					1 CHECKS		456.52
004235	FAITH BAPTIST BIBLE COLLEGE							
I-06/2022 HOOPS	06/2022 HOOP STARS CAMPS	E	7/07/2022	8,336.00		005141		
I-06/2022 VB CAMP	06/2022 SPIKEFEST VB CAMP	E	7/07/2022	6,881.00		005141		15,217.00
	*** VENDOR TOTALS ***					1 CHECKS		15,217.00
010716	FINANCIAL CONSULTING SOLUTIONS							
I-3498-22206047	06/24/22 WTR/SWR RATE STUDY	E	7/07/2022	6,166.25		005174		6,166.25
	*** VENDOR TOTALS ***					1 CHECKS		6,166.25
008513	FREELAND CORPORATION							
I-226847	PAPER - ASC	E	7/07/2022	44.55		005163		44.55
	*** VENDOR TOTALS ***					1 CHECKS		44.55

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009039	FINDAWAY WORLD LLC							
I-392066	MISC MULTIMEDIA-KL	R	7/05/2022	413.94		237212		
I-393051	MISC MULTIMEDIA - KL	R	7/05/2022	42.94		237212		456.88
	*** VENDOR TOTALS ***					1 CHECKS		456.88
011234	FIRE SERVICE TRAINING BUREAU							
I-221814	FO2 - COLTON LIPPERT	R	7/05/2022	50.00		237213		
I-221833	FF1 BOOKS - FD	R	7/05/2022	494.00		237213		544.00
	*** VENDOR TOTALS ***					1 CHECKS		544.00
007648	DAIOHS USA INC							
I-617543	COFFEE SERVICES - CH	E	7/07/2022	133.00		005160		133.00
	*** VENDOR TOTALS ***					1 CHECKS		133.00
011505	SEAN FISHER							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	459.51		237214		459.51
	*** VENDOR TOTALS ***					1 CHECKS		459.51
003611	FOUNTAIN PEOPLE INC							
I-0077918-IN	SPLASH PAD BUTTON-DEAN PK	E	7/07/2022	590.00		005139		590.00
	*** VENDOR TOTALS ***					1 CHECKS		590.00
008717	LINDSAY FOX							
I-04/22-06/22FITNESS	04/22-06/22 FITNESS	E	7/07/2022	36.00		005182		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
003712	GALLS, LLC							
I-021297469	UNIFORMS - PD	R	7/05/2022	75.75		237215		
I-021334272	SHORTS - FD	R	7/05/2022	60.00		237215		
I-021390326	PANTS - FD	R	7/05/2022	70.00		237215		
I-021390327	PANTS - FD	R	7/05/2022	130.00		237215		335.75
	*** VENDOR TOTALS ***					1 CHECKS		335.75
011495	EMILY GARDYASZ							
I-06/2022FITNESS	06/2022 FITNESS	E	7/07/2022	12.00		005196		12.00
	*** VENDOR TOTALS ***					1 CHECKS		12.00
009681	GENERAL TRAFFIC CONTROLS, INC							
I-22181	GRIDSMART CAMERA-TRFC	E	7/07/2022	4,850.00		005172		4,850.00
	*** VENDOR TOTALS ***					1 CHECKS		4,850.00
004643	DEBRA L GERVAIS							
I-06/2022 FITNESS	06/2022 FITNESS REIMBURSEMENT	E	7/07/2022	70.00		005146		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00

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011387	GINGERICH WELL & PUMP SERVICE,							
I-PAY 3-WELL7ASR3	PAY 3-WELL7/ASR3-BIDPKG1-CON	R	7/05/2022	371,450.00		237216		371,450.00
	*** VENDOR TOTALS ***					1 CHECKS		371,450.00
009054	GPS INDUSTRIES LLC							
I-LEASE0025689	7/1/22-7/31/22 GPS RENTAL	R	7/05/2022	2,376.00		237217		2,376.00
	*** VENDOR TOTALS ***					1 CHECKS		2,376.00
009859	GRAHAM WAREHOUSE 3 LP							
I-RES#2017-040 FY22	21-22 TAX REBATE-GRAHAM WRHSE	R	6/30/2022	145,386.00		237156		145,386.00
	*** VENDOR TOTALS ***					1 CHECKS		145,386.00
000227	GRAINGER							
I-9349197468	PRESSURE GAUGE- CFAC	E	7/07/2022	109.13		005111		109.13
	*** VENDOR TOTALS ***					1 CHECKS		109.13
006348	GRAZIANO BROTHERS INC							
I-217922	FOOD FOR RESALE -OC	E	7/07/2022	290.50		005158		290.50
	*** VENDOR TOTALS ***					1 CHECKS		290.50
002875	GREATER DES MOINES BOTANICAL C							
I-FY23 PASS	FY23 ADVENTURE PASS	R	7/05/2022	150.00		237218		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
011506	GARY HAGLER							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	287.00		237219		287.00
	*** VENDOR TOTALS ***					1 CHECKS		287.00
010029	HAPPE COMMERCIAL LLC							
I-PAY7FINAL-CITYHALL	PAY 7-FINAL-ANK CITY HALL RENO	R	7/05/2022	6,593.11		237220		6,593.11
010029	HAPPE COMMERCIAL LLC							
I-RTNG-CITY HALL	RETAINAGE-ANK CITY HALL RENO	R	7/05/2022	28,413.47		237221		28,413.47
	*** VENDOR TOTALS ***					2 CHECKS		35,006.58
009224	TYLER HARSSSELAAR							
I-06/2022 BOOTS	06/2022 BOOT REIMBURSEMENT	E	7/07/2022	140.00		005184		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
003732	HEART OF AMERICA POLICE DOG AS							
I-10/02/2022-LAPPIN	HAPDA CERT - BRET LAPPIN	R	7/05/2022	200.00		237222		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004853	HOLT TIRE SERVICE INC							
I-190929	UNIT #855 RELIANCE SMOOTH	E	7/07/2022	64.99		005148		64.99
	*** VENDOR TOTALS ***					1 CHECKS		64.99
010673	ALEXANDER J HODGEMAN							
I-07/14/2022BEATS	07/14/2022 BEATS AND EATS	E	7/07/2022	500.00		005192		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
003098	HOTSY CLEANING SYSTEMS IN							
I-0207680-IN	FLEETWASH - PD	E	7/07/2022	231.00		005136		231.00
	*** VENDOR TOTALS ***					1 CHECKS		231.00
004386	HOUSBY HEAVY EQUIPMENT LLC							
I-S00604	WHEELED EXCAVATOR	E	7/07/2022	191,897.00		005143		191,897.00
	*** VENDOR TOTALS ***					1 CHECKS		191,897.00
009586	HOVICK FAMILY FARM PETTING ZOO							
I-2212	06/23/22 PETTING ZOO	R	7/05/2022	600.00		237223		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
004196	HYDRAQUIP LTD							
I-66500	UNIT 824 HOSE ASSEMBLY	R	7/05/2022	148.69		237224		
I-66620	UNIT #867 HOSE ASSEMBLY	R	7/05/2022	48.83		237224		197.52
	*** VENDOR TOTALS ***					1 CHECKS		197.52
000959	PAUL HUBBARD							
I-05/22-06/22PRKOR	PARKOUR MAY-JUNE 2022	R	7/05/2022	1,580.80		237225		1,580.80
	*** VENDOR TOTALS ***					1 CHECKS		1,580.80
008463	HY-VEE INC							
I-RES#2017-296 FY22	2022 HY-VEE TIF REBATE	R	6/30/2022	191,321.00		237157		191,321.00
	*** VENDOR TOTALS ***					1 CHECKS		191,321.00
000253	HY-VEE INC							
I-4845467786	FOOD FOR MEETINGS -FD	R	7/05/2022	213.78		237226		213.78
	*** VENDOR TOTALS ***					1 CHECKS		213.78
009438	I-80 CONCRETE DESIGN LLC							
I-22-44744	MH REPAIR - MU	E	7/07/2022	1,600.00		005169		1,600.00
	*** VENDOR TOTALS ***					1 CHECKS		1,600.00
009565	INFOSEND INCORPORATED							
I-215084	ADDITIONAL POSTAGE DEPOSIT	R	7/05/2022	1,585.40		237227		1,585.40
	*** VENDOR TOTALS ***					1 CHECKS		1,585.40

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000265	INTERNATIONAL ASSOCIATION OF							
I-FY23 #7060030	FY23 MBRSHF RNWL-M. VILLAMAGNA	E	7/07/2022	120.00		005112		120.00
	*** VENDOR TOTALS ***					1 CHECKS		120.00
007282	INTERNATIONAL ASSOCIATION FOR							
I-FY23 IAI-SUTTON	IAI CONFERENCE REG - A SUTTON	R	7/05/2022	550.00		237228		550.00
	*** VENDOR TOTALS ***					1 CHECKS		550.00
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901006303	FASTON - PD	R	7/05/2022	41.10		237229		
I-1925901006338	BATTERY - PRSC	R	7/05/2022	138.60		237229		
I-1925901006343	CORE EXCHANGE - FD	R	7/05/2022	121.05		237229		300.75
	*** VENDOR TOTALS ***					1 CHECKS		300.75
000266	INTERSTATE BATTERY SYSTEM							
I-40209298	BATTERIES - CG	E	7/07/2022	279.90		005113		279.90
	*** VENDOR TOTALS ***					1 CHECKS		279.90
002929	INTERSTATE POWER SYSTEMS INC							
I-R012082277:01	WATER SHOP GEN REPAIR	R	7/05/2022	3,970.70		237230		3,970.70
	*** VENDOR TOTALS ***					1 CHECKS		3,970.70
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4410952	ALCOHOL FOR RESALE- OC	R	7/05/2022	951.60		237231		
I-W-4411042	ALCOHOL FOR RESALE - HAWKEYE	R	7/05/2022	506.80		237231		
I-W-4417539	ALCOHOL FOR RESALE-OC	R	7/05/2022	1,228.10		237231		2,686.50
	*** VENDOR TOTALS ***					1 CHECKS		2,686.50
005403	IOWA COMMUNITIES ASSURANCE POO							
I-R0408PC2022-3 FY23 7/16/22-7/15/23 GEN INS RENEWL		E	7/07/2022	442,827.00		005152		442,827.00
	*** VENDOR TOTALS ***					1 CHECKS		442,827.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0009437	GARBAGE BAGS - AC	R	7/05/2022	358.80		237232		
I-CI-0009618	RAIN GEAR - PW	R	7/05/2022	133.08		237232		
I-CI-0009668	COVERALLS - PW	R	7/05/2022	126.75		237232		618.63
	*** VENDOR TOTALS ***					1 CHECKS		618.63
005014	IOWA LEAGUE OF CITIES							
I-095784	FY23 MEMBERSHIP DUES	R	7/05/2022	16,191.00		237233		16,191.00
	*** VENDOR TOTALS ***					1 CHECKS		16,191.00
000272	IOWA PRISON INDUSTRIES							
I-032578	FLOWER BED SIGNS - PKS	R	7/05/2022	194.70		237234		194.70
	*** VENDOR TOTALS ***					1 CHECKS		194.70

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007827	JEO CONSULTING GROUP INC							
I-200170.01 #13	PAY 13-SE 3RD ST IMP -PH1	E	7/07/2022	12,187.20		005161		
I-201512.00 #11	PAY 11-SE DELAWARE AVE WDNG	E	7/07/2022	4,646.25		005161		16,833.45
	*** VENDOR TOTALS ***					1 CHECKS		16,833.45
006326	JOHNSON BROTHERS OF IOWA							
I-1701317	ALCOHOL FOR RESALE -OC	R	7/05/2022	354.90		237235		
I-1701318	BEVERAGES FOR RESALE - OC	R	7/05/2022	37.10		237235		
I-1704493	ALCOHOL FOR RESALE - OC	R	7/05/2022	462.00		237235		
I-1704494	BEVERAGES FOR RESALE - OC	R	7/05/2022	111.30		237235		965.30
	*** VENDOR TOTALS ***					1 CHECKS		965.30
011507	DAVID JOHNSON							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	64.24		237236		64.24
	*** VENDOR TOTALS ***					1 CHECKS		64.24
009407	JT WORKS LLC							
I-13-201/18-336 FY22	2022 WOODMAN TIF REBATE	R	6/30/2022	159.00		237158		159.00
	*** VENDOR TOTALS ***					1 CHECKS		159.00
010898	SUSAN E KAARLSEN							
I-06/2022 CLASS	6/22/22 STAMPIN UP CLASS	E	7/07/2022	100.00		005193		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
000292	KARL CHEVROLET INC							
C-CM733571 CVW	CR: UNIT #238 LATCH	R	7/05/2022	163.49CR		237237		
I-733571 CVW	UNIT #238 LATCH	R	7/05/2022	163.49		237237		
I-733603 CVW	UNIT #238 PANEL	R	7/05/2022	413.44		237237		
I-CTCB871891 A	UNIT #88 REPAIRS	R	7/05/2022	2,373.90		237237		
I-CTCB871891 B	REPAIR UNIT #88	R	7/05/2022	154.55		237237		
I-CVCB853916	UNIT #61 REPAIRS	R	7/05/2022	1,323.30		237237		4,265.19
	*** VENDOR TOTALS ***					1 CHECKS		4,265.19
000065	RENEWABLE ENERGY GROUP INC							
I-568452	6/15/22 87E10/DIESEL DYED	E	7/07/2022	31,971.24		005108		31,971.24
	*** VENDOR TOTALS ***					1 CHECKS		31,971.24
004783	KELTEK INCORPORATED							
I-6117	SIERRA SUPPORT RENEWAL-FD	E	7/07/2022	1,290.00		005147		
I-6190	UNIT #123 LED FLASHER	E	7/07/2022	296.18		005147		1,586.18
	*** VENDOR TOTALS ***					1 CHECKS		1,586.18
009201	KIESLER POLICE SUPPLY INC							
I-IN193837	SPEER 9MM TMJ AMMO-PD	E	7/07/2022	9,265.00		005166		9,265.00
	*** VENDOR TOTALS ***					1 CHECKS		9,265.00

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011496	SUE KING							
I-07/2022 LAND IMP	07/2022 LAND IMPROVEMENTS	R	7/05/2022	2,000.00		237238		2,000.00
	*** VENDOR TOTALS ***					1 CHECKS		2,000.00
008194	KLOCKE'S EMERGENCY VEHICLES LL							
I-023497	UNIT #113 DPDT ON/OFF SWITCH	R	7/05/2022	27.91		237239		27.91
	*** VENDOR TOTALS ***					1 CHECKS		27.91
005189	KULLY SUPPLY INC							
I-575962	FLUSHOMETER -CFAC	E	7/07/2022	172.40		005151		
I-582188	BRASS OUTLET/GPF -PD	E	7/07/2022	103.73		005151		276.13
	*** VENDOR TOTALS ***					1 CHECKS		276.13
000883	THE LAURIDSEN GROUP INC							
I-AGREE 5/19/03 FY22	2022 LGI BUSINESS PK TIF REBAT	R	6/30/2022	70,192.00		237159		70,192.00
	*** VENDOR TOTALS ***					1 CHECKS		70,192.00
002368	LAWSON PRODUCTS INC							
I-9309643344	MEGACRMP FTG - CG	E	7/07/2022	66.08		005131		66.08
	*** VENDOR TOTALS ***					1 CHECKS		66.08
000039	TAMARA LEWTON							
I-06/2022 TENNIS	06/22 YOUTH TENNIS CLINICS	R	7/05/2022	6,470.00		237240		
I-06/2022TENNIS-2	06/22 YOUTH TENNIS CLINICS	R	7/05/2022	5,750.00		237240		12,220.00
	*** VENDOR TOTALS ***					1 CHECKS		12,220.00
009377	LEXIPOL LLC							
I-INVLEX10781	LEXIPOL CONTRACT FY23	R	7/05/2022	18,317.82		237241		18,317.82
	*** VENDOR TOTALS ***					1 CHECKS		18,317.82
008997	SARAH STROMINGER							
I-0841	06/2022 PRINCESS PARTIES-AC	R	7/05/2022	800.00		237242		800.00
	*** VENDOR TOTALS ***					1 CHECKS		800.00
000470	LUMEN							
I-296997287	5/12/22-6/11/22 STATEMENT	E	7/07/2022	690.21		005119		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
010704	MAINSTAY SYSTEMS OF IOWA LLC							
I-1305	5/1-7/31/22 MONTHLY MAINT - PD	R	7/05/2022	237.00		237243		237.00
	*** VENDOR TOTALS ***					1 CHECKS		237.00
008131	MARTIN BROTHERS DISTRIBUTING C							
I-9520477	FOOD FOR RESALE - CFAC	E	7/07/2022	1,882.89		005162		
I-9524340	FOOD FOR RESALE - CFAC	E	7/07/2022	407.84		005162		
I-9529705	FOOD FOR RESALE - CFAC	E	7/07/2022	2,539.86		005162		
I-9538340	FOOD FOR RESALE - CFAC	E	7/07/2022	2,785.72		005162		
I-9542763	FOOD FOR RESALE - CFAC	E	7/07/2022	3,201.32		005162		10,817.63
	*** VENDOR TOTALS ***					1 CHECKS		10,817.63

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009346	MARY'S CLEANING CARE INC							
I-30820	JUNE CLEANINGS-LAKESIDE	R	7/05/2022	875.00		237244		
I-30821	JUNECLEANINGS -OUTDOOR ED CTR	R	7/05/2022	525.00		237244		1,400.00
	*** VENDOR TOTALS ***					1 CHECKS		1,400.00
005870	ROGER MCFARLAND							
I-06/07/22-06/09/22	6/7-6/9/22 MILEAGE REIMBSMNT	R	7/05/2022	200.07		237245		200.07
	*** VENDOR TOTALS ***					1 CHECKS		200.07
004747	MENARDS							
C-69547	CR: STRAINER - FD	R	7/05/2022	24.24CR		237246		
I-68479	SPRAY BOTTLE/SQUEEGE/SCRB-FD	R	7/05/2022	263.49		237246		
I-68934	TRASH BAGS - CG	R	7/05/2022	13.96		237246		
I-69098	CLAMP/STRAP/CPL/CON/EMT-FD	R	7/05/2022	28.00		237246		
I-69107	STAKE/EDGER/SPF/STUD-PKS	R	7/05/2022	201.99		237246		
I-69141	VALVE/RISER -PRAC	R	7/05/2022	14.46		237246		
I-69251	TIEDOWN/ARCHFORM/SPF-PKS	R	7/05/2022	109.91		237246		
I-69312	BRSH/GLV/FLPR/PADS - FD	R	7/05/2022	40.52		237246		
I-69338	SPRAYPAINT MATTE CLR- FD	R	7/05/2022	18.32		237246		
I-69481	LIGHT BULBS - FD	R	7/05/2022	19.96		237246		
I-69508	BRASS/HACKSAW/WSHRS/TEE-FD	R	7/05/2022	93.48		237246		
I-69549 06/16/22	SINK BAFFLE/LOCK - FD	R	7/05/2022	33.96		237246		
I-69576	GFI COVER/WIU - AC	R	7/05/2022	15.53		237246		
I-69624	GEARDRIVE/POPOP ADJ- AC	R	7/05/2022	226.57		237246		
I-70004	STAR DRIVE/CARSIDING/BRD-FD	R	7/05/2022	76.23		237246		1,132.14
	*** VENDOR TOTALS ***					1 CHECKS		1,132.14
000271	MIDAMERICAN ENERGY COMPANY							
I-FY23#1 1695158009	06/14/2022 STATEMENT	E	7/07/2022	123,082.44		005114		123,082.44
	*** VENDOR TOTALS ***					1 CHECKS		123,082.44
002765	MIDWEST BREATHING AIR LLC							
I-25950	AIR TESTING - FD	E	7/07/2022	979.23		005134		979.23
	*** VENDOR TOTALS ***					1 CHECKS		979.23
1	BENDIXEN, COLT							
I-000202206298749	US REFUND	R	7/05/2022	86.34		237286		86.34
1	BORCHARD, WILLIAM							
I-000202206298770	US REFUND	R	7/05/2022	93.54		237287		93.54
1	BURROW, CHERYL & DON							
I-000202206298776	US REFUND	R	7/05/2022	92.25		237288		92.25

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			DATE			NO	STATUS	AMOUNT
1	CARAVEO, LYDIA & KIR							
I-000202206298775	US REFUND	R	7/05/2022	98.70		237289		98.70
1	CHARNETSKI, DONALD							
I-000202206298756	US REFUND	R	7/05/2022	44.68		237290		44.68
1	DEWHURST, JANA							
I-000202206298782	US REFUND	R	7/05/2022	99.85		237291		99.85
1	DOERFFEL, MARK & AMA							
I-000202206298778	US REFUND	R	7/05/2022	98.70		237292		98.70
1	DUKE, JOSHUA & MOLLI							
I-000202206298766	US REFUND	R	7/05/2022	88.38		237293		88.38
1	EYERLY, BROOKLYNN							
I-000202206298774	US REFUND	R	7/05/2022	100.00		237294		100.00
1	FLICKINGER, STEPHANI							
I-000202206298765	US REFUND	R	7/05/2022	55.89		237295		55.89
1	GAINES, KYLE							
I-000202206298772	US REFUND	R	7/05/2022	92.25		237296		92.25
1	HELM, CODY							
I-000202206298773	US REFUND	R	7/05/2022	52.01		237297		52.01
1	HEUTON, NOAH							
I-000202206298750	US REFUND	R	7/05/2022	57.19		237298		57.19
1	HICKS, MACENZIE							
I-000202206298759	US REFUND	R	7/05/2022	98.31		237299		98.31
1	HOWE, HUNTER							
I-000202206298755	US REFUND	R	7/05/2022	43.56		237300		43.56
1	KETCHAM, AARON							
I-000202206298761	US REFUND	R	7/05/2022	92.25		237301		92.25
1	KNOP, MASON							
I-000202206298769	US REFUND	R	7/05/2022	37.13		237302		37.13
1	LEE, BYUNGHWON							
I-000202206298780	US REFUND	R	7/05/2022	9.39		237303		9.39

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			DATE			NO	STATUS	AMOUNT
1	MAYER, CHRIS							
I-000202206298783	US REFUND	R	7/05/2022	92.86		237304		92.86
1	MCMULLEN, CARTER							
I-000202206298762	US REFUND	R	7/05/2022	14.58		237305		14.58
1	MONTANO, THOMAS							
I-000202206298751	US REFUND	R	7/05/2022	21.51		237306		21.51
1	NIXT, JENNA							
I-000202206298752	US REFUND	R	7/05/2022	100.00		237307		100.00
1	OLSON, TYLER							
I-000202206298764	US REFUND	R	7/05/2022	39.11		237308		39.11
1	PENNING, RYAN & ASHL							
I-000202206298767	US REFUND	R	7/05/2022	84.51		237309		84.51
1	RETTENMEIER, ALEC							
I-000202206298771	US REFUND	R	7/05/2022	100.00		237310		100.00
1	ROBEY, GEA							
I-000202206298753	US REFUND	R	7/05/2022	95.73		237311		95.73
1	ROMAR-ARNOLD, ERIKA							
I-000202206298760	US REFUND	R	7/05/2022	100.00		237312		100.00
1	ROONEY, SEAN							
I-000202206298781	US REFUND	R	7/05/2022	99.17		237313		99.17
1	ROOSE, LINDSEY							
I-000202206298779	US REFUND	R	7/05/2022	90.96		237314		90.96
1	SOTHMAN, STACIA							
I-000202206298758	US REFUND	R	7/05/2022	60.11		237315		60.11
1	STEBNISKI, MICHAEL							
I-000202206298754	US REFUND	R	7/05/2022	58.93		237316		58.93
1	STEELE, KELSEY							
I-000202206298784	US REFUND	R	7/05/2022	99.87		237317		99.87
1	STROMBERG, LOUISE							
I-000202206298777	US REFUND	R	7/05/2022	100.00		237318		100.00

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1	VARGAS, CESAR							
I-000202206298748	US REFUND	R	7/05/2022	55.90		237319		55.90
1	VEST, JAMES							
I-000202206298768	US REFUND	R	7/05/2022	54.59		237320		54.59
1	WATERMAN, HANNAH							
I-000202206298763	US REFUND	R	7/05/2022	15.19		237321		15.19
1	WOOD, PAMELA							
I-000202206298757	US REFUND	R	7/05/2022	99.52		237322		99.52
	*** VENDOR TOTALS ***					37 CHECKS		2,722.96
006756	MTI DISTRIBUTING INC							
I-1350177-00	FILTER, HYD MICRON - OC M	R	7/05/2022	58.23		237247		58.23
	*** VENDOR TOTALS ***					1 CHECKS		58.23
008356	MARK D MUELLER							
I-04/22-06/22FITNESS 04/22 & 06/22 FITNESS		E	7/07/2022	24.00		005180		24.00
	*** VENDOR TOTALS ***					1 CHECKS		24.00
000350	MUNICIPAL SUPPLY INC							
I-0836159-IN	FLAT GRATE - OC M	R	7/05/2022	52.58		237248		
I-0837183-IN	RELEASE VALVE- CFAC	R	7/05/2022	133.50		237248		186.08
	*** VENDOR TOTALS ***					1 CHECKS		186.08
003057	NAPA AUTO PARTS							
I-2986-687178	#120 AC COMPRESSOR	R	7/05/2022	1,074.64		237249		
I-2986-687360	UNIT #923 SWAY BAR REPAIR KIT	R	7/05/2022	24.70		237249		
I-2986-687373	UNIT #875/864/828 OIL FILTERS	R	7/05/2022	22.62		237249		
I-2986-687718	OIL FILTERS - CG	R	7/05/2022	15.08		237249		
I-2986-687990	UNIT #809 OIL FILTERS	R	7/05/2022	23.12		237249		
I-2986-688043	ENGINE OIL - CG	R	7/05/2022	51.92		237249		
I-2986-688079	BRAKE PARTS CLEANER-OC	R	7/05/2022	6.58		237249		
I-2986-688231	UNIT #802 MOTOR OIL	R	7/05/2022	63.98		237249		
I-2986-688411	AIR/OIL FILTERS - OCM	R	7/05/2022	40.87		237249		1,323.51
	*** VENDOR TOTALS ***					1 CHECKS		1,323.51
005517	NORSOLV SYSTEMS ENVIRONMENTAL							
I-INVNP0144391	24 WEEK SVC - OC	E	7/07/2022	255.95		005154		255.95
	*** VENDOR TOTALS ***					1 CHECKS		255.95
005081	NORTHSTAR POWER LLC							
I-RES#2013-333 FY22	2022 NORTHSTAR TIF REBATE	R	6/30/2022	96,627.00		237160		96,627.00
	*** VENDOR TOTALS ***					1 CHECKS		96,627.00

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000367	O'HALLORAN INTERNATIONAL							
I-31P160571	BATTERIES/CORE BATTERY - CG	E	7/07/2022	749.40		005115		749.40
	*** VENDOR TOTALS ***					1 CHECKS		749.40
003727	ODP BUSINESS SOLUTIONS, LLC							
I-242719264001	COFFEE/SUGAR - PD	R	7/05/2022	147.69		237250		
I-247053366001	FIRST AID-FIREARMS TRAILER	R	7/05/2022	48.73		237250		
I-247053366002	BAND AID-FIREARMS TRAILER	R	7/05/2022	4.99		237250		
I-247520065001	THERMAL POUCH/CLIPS - PW	R	7/05/2022	56.47		237250		
I-248121144001	TAPE - PW	R	7/05/2022	217.74		237250		
I-248121729001	OFFICE SUPPLIES - PW	R	7/05/2022	167.64		237250		
I-248121729002	CUPS - PW	R	7/05/2022	48.96		237250		
I-251013960001	TAPE/PAPER/MKRS/MISC-KL	R	7/05/2022	201.54		237250		893.76
	*** VENDOR TOTALS ***					1 CHECKS		893.76
009630	KINGFISHER LLC							
I-1183	CANOPY - PRSC	R	7/05/2022	4,073.28		237251		4,073.28
	*** VENDOR TOTALS ***					1 CHECKS		4,073.28
007088	MARK A PARKS							
I-04/27/2022 MEAL	04/27/2022 MEAL	R	7/05/2022	26.09		237252		
I-06/03/2022 MEAL	6/03/22 MEAL	R	7/05/2022	22.72		237252		
I-06/21/2022 FUEL	6/21/22 FUEL REIMBURSEMENT	R	7/05/2022	24.00		237252		72.81
	*** VENDOR TOTALS ***					1 CHECKS		72.81
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-26150954	BEVERAGES FOR RESALE - OC	E	7/07/2022	422.08		005133		
I-27807406	BEVERAGES FOR RESALE - OC	E	7/07/2022	384.34		005133		
I-32010915	BEVERAGES FOR RESALE-CFAC	E	7/07/2022	294.36		005133		
I-32177260	BEVERAGES FOR RESALE -PRAC	E	7/07/2022	1,487.11		005133		
I-34009554	BEVERAGES FOR RESALE-OC	E	7/07/2022	775.98		005133		
I-34209405	BEVERAGES FOR RESALE -HAWKY	E	7/07/2022	228.07		005133		
I-35027302	BEVERAGES FOR RESALE -CFAC	E	7/07/2022	1,979.76		005133		
I-36653205	BEVERAGES FOR RESALE - CFAC	E	7/07/2022	2,127.44		005133		7,699.14
	*** VENDOR TOTALS ***					1 CHECKS		7,699.14
009158	PERFORMANCE FOODSERVICE - THOM							
C-6789568CR	OVERPAYMENT INV 6789568-OC	R	7/05/2022	116.49CR		237253		
C-6971911CR	OVERPAYMENT OF 6971911-OC	R	7/05/2022	9.35CR		237253		
C-6971912CR	OVERPAYMENT INV 6971912	R	7/05/2022	25.53CR		237253		
I-6977981	FOOD FOR RESALE-OC	R	7/05/2022	1,519.91		237253		
I-6989730	FOOD FOR RESALE - OC	R	7/05/2022	942.18		237253		
I-6995891	FOOD FOR RESALE - OC	R	7/05/2022	620.42		237253		
I-6999389	FOOD FOR RESALE - OC	R	7/05/2022	1,468.45		237253		
I-7001999	FOOD FOR RESALE - OC	R	7/05/2022	736.10		237253		
I-7005502	FOOD FOR RESALE - OC	R	7/05/2022	573.73		237253		
I-7005503	FOOD FOR RESALE-OC	R	7/05/2022	141.18		237253		5,850.60
	*** VENDOR TOTALS ***					1 CHECKS		5,850.60

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010558	PERISHABLE DISTRIBUTORS							
I-RES#2017-298 FY22	2022 PDI TIF REBATE	R	6/30/2022	124,737.00		237161		124,737.00
	*** VENDOR TOTALS ***					1 CHECKS		124,737.00
004611	PETTY CASH							
I-2022 SMRFST SBALL	2022 SOFTBALL TOURNAMENT	R	7/05/2022	2,200.00		237254		
I-2022 SUMMERFEST	2022 SMRFST SVB/BAGS TOURNEY	R	7/05/2022	660.00		237254		2,860.00
	*** VENDOR TOTALS ***					1 CHECKS		2,860.00
000384	PITNEY BOWES INC							
I-1020874716	METER RENTALS -PSB	E	7/07/2022	156.00		005116		
I-1020888744	4/1/22-6/30/22 RENTAL - CH	E	7/07/2022	117.00		005116		273.00
	*** VENDOR TOTALS ***					1 CHECKS		273.00
005176	POLK CITY FIRE & RESCUE DEPART							
I-MAY 2022	MAY CHANGE OF QUARTERS - FD	E	7/07/2022	800.00		005150		800.00
	*** VENDOR TOTALS ***					1 CHECKS		800.00
001119	POLK COUNTY TREASURER							
I-04/2022	181-00229-312-004 PROPERTY TAX	R	7/05/2022	54.00		237255		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
009386	POMP'S TIRE SERVICE, INC							
I-1400083118	UNIT #252 ROAD SERVICE	E	7/07/2022	256.11		005168		256.11
	*** VENDOR TOTALS ***					1 CHECKS		256.11
011508	LAURA PORTER							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	380.54		237256		380.54
	*** VENDOR TOTALS ***					1 CHECKS		380.54
003447	PURFOODS, LLC							
I-RES#2012-377 FY22	2022 PURFOODS TIF REBATE	R	6/30/2022	79,515.00		237162		79,515.00
003447	PURFOODS, LLC							
I-RES#2016-147 FY22	2022 PURFOODS II TIF REBATE	R	6/30/2022	78,426.00		237163		78,426.00
	*** VENDOR TOTALS ***					2 CHECKS		157,941.00
006390	QUILL CORPORATION							
I-25598224	QUILL THERM ROLLS - P&R	R	7/05/2022	99.59		237257		
I-25661308	BROTHER BLK ON WHT-P&R	R	7/05/2022	37.98		237257		137.57
	*** VENDOR TOTALS ***					1 CHECKS		137.57
005557	RACOM CORPORATION							
I-RI-220409	EDACS/BEON ACCESS - FD	E	7/07/2022	2,015.25		005155		
I-RI-220415	EDACS ACCESS - PD	E	7/07/2022	2,612.73		005155		4,627.98
	*** VENDOR TOTALS ***					1 CHECKS		4,627.98

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003960	RDG IA INC							
I-50937 #3	PAY 3-4MILE CRK/TRIB/RESORTN	R	7/05/2022	19,691.45		237258		19,691.45
	*** VENDOR TOTALS ***					1 CHECKS		19,691.45
009612	REESE ELECTRIC MOTOR COMPANY I							
I-206110	PUMP REPAIRS - HAWKEYE	E	7/07/2022	266.00		005171		266.00
	*** VENDOR TOTALS ***					1 CHECKS		266.00
007556	AMY REIMERS							
I-07/2022 LAND IMP	07/2022 LAND IMPROVEMENTS	R	7/05/2022	1,000.00		237259		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
008276	RELIANT FIRE APPARATUS INC							
I-3CI001598	STANCHION CLOSED END-FD	R	7/05/2022	41.08		237260		41.08
	*** VENDOR TOTALS ***					1 CHECKS		41.08
001985	RIDD X PEST CONTROL							
I-63639	BEE/WASP TREATMENT-CFAC	E	7/07/2022	189.00		005129		
I-63741	PEST CONTROL - CH	E	7/07/2022	189.00		005129		378.00
	*** VENDOR TOTALS ***					1 CHECKS		378.00
009229	COLTON RINEHART							
I-06/2022 TUITION	06/2022 TUITION REIMBURSEMENT	E	7/07/2022	837.00		005185		837.00
	*** VENDOR TOTALS ***					1 CHECKS		837.00
003999	RINGCENTRAL INC							
I-CD_000420571	06/26/22-07/25/22 STATEMENT	E	7/07/2022	5,788.53		005140		5,788.53
	*** VENDOR TOTALS ***					1 CHECKS		5,788.53
006366	ROTELLA'S ITALIAN BAKERY INC							
I-UU3117	FOOD FOR RESALE -OC	E	7/07/2022	68.00		005159		
I-W53224	FOOD FOR RESALE - OC	E	7/07/2022	120.99		005159		
I-W56718	FOOD FOR RESALE - OC	E	7/07/2022	180.10		005159		
I-W60605	FOOD FOR RESALE - OC	E	7/07/2022	54.36		005159		
I-W62075	FOOD FOR RESALE - OC	E	7/07/2022	49.52		005159		472.97
	*** VENDOR TOTALS ***					1 CHECKS		472.97
008152	DISTRIBUTED WEBSITE CORP							
I-65347	FY23 SCHEDULER RENEWAL	R	7/05/2022	5,261.88		237261		5,261.88
	*** VENDOR TOTALS ***					1 CHECKS		5,261.88
005570	SANDRY FIRE SUPPLY LLC							
I-INV-022535	MASK BAGS-FD	E	7/07/2022	7,595.00		005156		7,595.00
	*** VENDOR TOTALS ***					1 CHECKS		7,595.00

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004954	CARMEN L SANTEE							
I-04/22-06/22	FITNESS 04/22-06/22 FITNESS	E	7/07/2022	36.00		005179		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
011511	CORY SCHATTSCHEIDER							
I-06/2022	BOOTS 06/2022 BOOTS	E	7/07/2022	139.99		005197		139.99
	*** VENDOR TOTALS ***					1 CHECKS		139.99
006210	CAMIE SCHILTZ							
I-04/22-06/22	FITNESS 04/22-06/22 FITNESS	R	7/05/2022	36.00		237262		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
006980	ANNETTE SCHLEE							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	70.00		237263		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00
001636	ANDREW SCHWENDINGER							
I-06/21/2022	MILEAGE 01/22-06/22 MILEAGE REIMBRMNT	E	7/07/2022	11.70		005126		11.70
	*** VENDOR TOTALS ***					1 CHECKS		11.70
002872	SCIENCE CENTER OF IOWA							
I-10660530	2 ADVENTURE PASS MEMBERSHIPS	R	7/05/2022	450.00		237264		450.00
	*** VENDOR TOTALS ***					1 CHECKS		450.00
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-ANKMU 165976 #3	PAY 3-N ANKENY BLVD WTR MN	E	7/07/2022	850.75		005177		850.75
	*** VENDOR TOTALS ***					1 CHECKS		850.75
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2022-IC-0184	ANNL WEB HSTING/PD COMP HSTNG	E	7/07/2022	525.00		005128		525.00
	*** VENDOR TOTALS ***					1 CHECKS		525.00
009930	CYNTHIA SIPPEL							
I-07/2022	LAND IMP 07/2022 LAND IMPROVEMENTS	R	7/05/2022	500.00		237265		
I-07/2022	TEMP ESMT 07/2022 TEMPORARY EASEMENT	R	7/05/2022	1,215.00		237265		1,715.00
	*** VENDOR TOTALS ***					1 CHECKS		1,715.00
011459	CHRISTOPHER GARTH SNIDER							
I-06/23/2022	CAMP 6/23/22 MEDIA CAMP	E	7/07/2022	360.00		005194		360.00
	*** VENDOR TOTALS ***					1 CHECKS		360.00
000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #30	PAY 30 -SE CROSSWINDS DR-RISE	E	7/07/2022	11,590.84		005123		
I-119.0975.01B #6	PAY 6-NW NTHLWN UTILITY IMP-P2	E	7/07/2022	3,102.25		005123		
I-120.0274.01 #23	PAY 23-HTT EXT MAG/ORALABOR	E	7/07/2022	20,377.48		005123		
I-120.1005.01 #19	PAY 19-NW 36TH ST WDNG ASH/AB	E	7/07/2022	18,312.45		005123		
I-120.1113.01 #16	PAY 16-HTT TRANS MN/DRNG IMP	E	7/07/2022	25,728.81		005123		
I-121.0352.01 #15	PAY 15-NW36TH /STATE INTRM IMP	E	7/07/2022	11,944.38		005123		

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I-121.0695.01 #11	PAY 11-NE DEL RECON/5TH-18TH	E	7/07/2022	89,753.67		005123		
I-122.0108.01 #6	OTTER CREEK N PRK IMP #5	E	7/07/2022	1,422.00		005123		
I-122.0140.01 #5	ROCK CREEK GREENWAY- #5	E	7/07/2022	1,308.00		005123		
I-122.0224.01 #4	PAY 4-CHERRY GLEN PK BLFLD	E	7/07/2022	9,495.75		005123		193,035.63
	*** VENDOR TOTALS ***					1 CHECKS		193,035.63
010161	CANADA ANN SNYDER							
I-06/04/2022 YOGA	06/04/22 YOGA IN THE PARK	E	7/07/2022	25.00		005189		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
004227	SOUTHERN POLICE INSTITUTE							
I-SPI-923E05-03	DITSWORTH HOMICIDE INVST	R	7/05/2022	1,375.00		237266		1,375.00
	*** VENDOR TOTALS ***					1 CHECKS		1,375.00
002065	STAR EQUIPMENT LTD							
I-01655905	CONCRETE BUGGY RENTAL-PK	E	7/07/2022	189.20		005130		189.20
	*** VENDOR TOTALS ***					1 CHECKS		189.20
001335	STATE OF IOWA							
I-217303	REINSPECTION FEE 12/8/21	R	7/05/2022	300.00		237267		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
006417	STERNQUIST CONSTRUCTION INC							
I-PAY 12-NW18/WGL/SP	PAY 12-NW18TH EXT/WEIGEL/SPRCE	R	7/05/2022	247,648.85		237268		247,648.85
	*** VENDOR TOTALS ***					1 CHECKS		247,648.85
011498	JORDAN STOKKA							
I-07/2022 LAND IMP	07/2022 LAND IMPROVEMENTS	R	7/05/2022	150.00		237269		
I-07/2022 TEMP ESMT	07/2022 TEMPORARY EASEMENT	R	7/05/2022	700.00		237269		850.00
	*** VENDOR TOTALS ***					1 CHECKS		850.00
011487	STRETCH LAWN CARE							
I-3023	6/16/22 SOUTH ZONE B MOW	E	7/07/2022	417.43		005178		
I-3024	6/18-6/24/22 SOUTH ZONE B MOW	E	7/07/2022	4,585.88		005178		5,003.31
	*** VENDOR TOTALS ***					1 CHECKS		5,003.31
011494	MARY K STUDER							
I-04/22-06/22FITNESS	04/22-06/22 FITNESS	E	7/07/2022	36.00		005195		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
008803	LISA SWANEPOEL							
I-06/28/22 FITNESS	WELLNESS REIMBURSEMENT	E	7/07/2022	142.27		005183		142.27
	*** VENDOR TOTALS ***					1 CHECKS		142.27

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000124	SYSKO IOWA INC							
C-239734941	CR: FOOD FOR RESALE- CFAC	R	7/05/2022	80.60CR		237270		
C-239744274	CR: FOOD FOR RESALE - OC	R	7/05/2022	95.98CR		237270		
I-239728636	FOOD FOR RESALE - CFAC	R	7/05/2022	1,952.55		237270		
I-239731451	FOOD FOR RESALE - PRAC	R	7/05/2022	220.17		237270		
I-239732200	FOOD FOR RESALE -OC	R	7/05/2022	517.59		237270		
I-239734801	FOOD FOR RESALE - CFAC	R	7/05/2022	366.60		237270		
I-239735786	FOOD FOR RESALE - OC	R	7/05/2022	681.71		237270		
I-239735792	FOOD FOR RESALE -PRAC	R	7/05/2022	1,799.92		237270		
I-239737697	FOOD FOR RESALE -CFAC	R	7/05/2022	378.75		237270		
I-239738505	FOOD FOR RESALE - OC	R	7/05/2022	173.23		237270		
I-239738649	FOOD FOR RESALE - CFAC	R	7/05/2022	801.16		237270		
I-239738655	FOOD FOR RESALE - HAWKEYE	R	7/05/2022	131.58		237270		
I-239739362	FOOD FOR RESALE - OC	R	7/05/2022	1,028.87		237270		
I-239739478	FOOD FOR RESALE-CFAC	R	7/05/2022	1,009.44		237270		
I-239741377	FOOD FOR RESALE - PRAC	R	7/05/2022	890.17		237270		
I-239743120	FOOD FOR RESALE - OC	R	7/05/2022	515.47		237270		
I-239743126	FY23 POOLS SYSKO	R	7/05/2022	1,805.93		237270		
I-239746461	FOOD FOR RESALE -OC	R	7/05/2022	521.05		237270		12,617.61
	*** VENDOR TOTALS ***					1 CHECKS		12,617.61
008966	THE BUSINESS LETTER INC							
I-75149	TIME EARNED/OFF REQUESTS	R	7/05/2022	1,578.48		237271		1,578.48
	*** VENDOR TOTALS ***					1 CHECKS		1,578.48
011353	JOSEPH C ROTH							
I-07/07/2022	07/07/2022 -GAME ON - KL	E	7/07/2022	100.00		005176		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
006441	TITAN MACHINERY INC							
I-17143887 GP	UNIT #663 PARTS	R	7/05/2022	452.93		237272		452.93
	*** VENDOR TOTALS ***					1 CHECKS		452.93
007784	THE TORO COMPANY							
I-RES#2012-114 FY22	2022 TORO TIF REBATE	R	6/30/2022	480,812.00		237164		
I-RES#2018-402 FY22	2022 TORO TIF REBATE	R	6/30/2022	58,852.00		237164		539,664.00
	*** VENDOR TOTALS ***					1 CHECKS		539,664.00
009541	MIKLANNET TENNAL							
I-06/2022 TOT/LA/BBS	06/2022 TOT/LA/BBS	E	7/07/2022	1,680.80		005186		1,680.80
	*** VENDOR TOTALS ***					1 CHECKS		1,680.80
000657	TRAFFIC AND TRANSPORTATION							
I-225061	PEDESTRIAN PUSH BUTTON-TRFC	E	7/07/2022	550.49		005121		550.49
	*** VENDOR TOTALS ***					1 CHECKS		550.49

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008013	TRI COUNTY TIMES							
I-FY23 RENEWAL	52 WEEKS SUBSCRIPTION-KL	R	7/05/2022	46.80		237273		46.80
	*** VENDOR TOTALS ***					1 CHECKS		46.80
008496	TRICARE WEST REGION							
I-AFD24464	REFUND	R	7/05/2022	150.33		237274		150.33
	*** VENDOR TOTALS ***					1 CHECKS		150.33
009301	TRU GRIT							
I-4736	CAMERA WHEELS - MU	R	7/05/2022	1,548.05		237275		1,548.05
	*** VENDOR TOTALS ***					1 CHECKS		1,548.05
000468	TRUCK EQUIPMENT INC							
I-307072	#220 CURTAIN	E	7/07/2022	1,293.05		005118		1,293.05
	*** VENDOR TOTALS ***					1 CHECKS		1,293.05
003278	DAVIS EQUIPMENT CORPORATION							
C-JC10806	CR: BLADE -PRSC	E	7/07/2022	213.75CR		005137		
I-JI70585	BLADE UNIT #855 -OC	E	7/07/2022	106.35		005137		
I-JI70668	UNIT #653 VALVE STEE - PRSC	E	7/07/2022	742.16		005137		
I-JI70670	BLADE/BOLT - PRSC	E	7/07/2022	16.14		005137		
I-WI16661	WIRE CONNEX WHO2A-PRSC	E	7/07/2022	147.00		005137		797.90
	*** VENDOR TOTALS ***					1 CHECKS		797.90
006209	ULINE INC							
I-150065325	TAGS/KEY RINGS - PD	R	7/05/2022	63.77		237276		63.77
	*** VENDOR TOTALS ***					1 CHECKS		63.77
009428	UMB BANK NA							
I-920828	2014A GO REF BONDS-FEES	D	6/23/2022	250.00		001987		
I-920829	2014B GO BONDS-FEES	D	6/23/2022	250.00		001987		
I-920830	2014D WATER REV REF BONDS-FEES	D	6/23/2022	250.00		001987		
I-920831	2014E WATER REV REF BONDS-FEES	D	6/23/2022	250.00		001987		
I-921406	2014G GO REF CLN-FEES	D	6/23/2022	250.00		001987		
I-921431	2015A GO BONDS-FEES	D	6/23/2022	250.00		001987		
I-921432	2015B GO ANN APP UR BONDS-FEES	D	6/23/2022	250.00		001987		
I-921476	2016A GO REF BONDS-FEES	D	6/23/2022	250.00		001987		
I-921484	2016B GO BONDS-FEES	D	6/23/2022	250.00		001987		
I-921560	2017A GO BONDS-FEES	D	6/23/2022	250.00		001987		
I-921563	2017B WATER REVENUE BONDS-FEES	D	6/23/2022	250.00		001987		
I-921604	2018A GO BONDS-FEES	D	6/23/2022	300.00		001987		
I-921606	2018B WATER REVENUE BONDS-FEES	D	6/23/2022	300.00		001987		
I-921654	2019B WATER REVENUE BONDS-FEES	D	6/23/2022	600.00		001987		
I-921655	2019A GO BONDS-FEES	D	6/23/2022	600.00		001987		
I-921668	2020A GO BONDS-FEES	D	6/23/2022	600.00		001987		
I-921669	2020B WATER REVENUE BONDS-FEES	D	6/23/2022	600.00		001987		
I-921675	2021A GO BONDS-FEES	D	6/23/2022	600.00		001987		6,350.00
	*** VENDOR TOTALS ***					1 CHECKS		6,350.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 6/23/2022 THRU 7/07/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004516	ST LUKE'S HEALTH RESOURCES							
I-131579	DOT PRE-EMP DRUG SCREENS	R	7/05/2022	84.00		237277		84.00
	*** VENDOR TOTALS ***					1 CHECKS		84.00
005813	EXECUTIVE SERVICES INC							
I-74942	BUSINESS CARDS - CD	E	7/07/2022	140.37		005157		
I-75027	BUSINESS CARDS - CD	E	7/07/2022	46.79		005157		
I-75080	ENVELOPES - CH	E	7/07/2022	180.93		005157		
I-75119	BUSINESS CARDS: YOUNG, HIGGINS	E	7/07/2022	146.68		005157		514.77
	*** VENDOR TOTALS ***					1 CHECKS		514.77
005012	VAN-WALL EQUIPMENT INC							
I-5581510	UNIT #814 PARTS	E	7/07/2022	112.28		005149		
I-5584346	NUT/SCRW/BSHNG/BLT-PRSC	E	7/07/2022	94.50		005149		
I-5589742	SPINDLES - PRSC	E	7/07/2022	200.75		005149		407.53
	*** VENDOR TOTALS ***					1 CHECKS		407.53
010110	COLBY VLIEGER							
I-04/22-05/22	FITNESS 04/22-05/22 FITNESS	E	7/07/2022	24.00		005188		24.00
	*** VENDOR TOTALS ***					1 CHECKS		24.00
007364	JOLENE VOS							
I-05/28/2022	YOGA 05/28/22 YOGA IN THE PARK	R	7/05/2022	25.00		237278		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
000482	WALMART COMMUNITY							
C-AF9273003E000FD110	CR: STATEMENT CREDIT	R	7/05/2022	9.96CR		237279		
C-BF9273003E000FD110	CR: STATEMENT CORRECTION	R	7/05/2022	9.96CR		237279		
I-01826	BEVERAGES FOR RESALE -AC	R	7/05/2022	29.03		237279		
I-02301	SWR CRTNS/WAFFLE/CANDY-AC	R	7/05/2022	133.82		237279		
I-04547 06/24/22	FOOD/BEVERAGES FOR EVENTS-P&R	R	7/05/2022	144.29		237279		
I-7/1/22 OFFSET A	STMNT OFFSET F9273003E000FD110	R	7/05/2022	9.96		237279		
I-7/1/22 OFFSET B	STMNT OFFSET F9273003E000FD110	R	7/05/2022	9.96		237279		307.14
	*** VENDOR TOTALS ***					1 CHECKS		307.14
004796	WALSH DOOR & HARDWARE COMPANY							
I-779233	PD SECURITY CAM REPLACE	R	7/05/2022	3,000.00		237280		
I-781766	DOOR REPAIRS - KL	R	7/05/2022	806.00		237280		
I-782048	PD INTERVIEW MIC AMPS	R	7/05/2022	3,111.44		237280		6,917.44
	*** VENDOR TOTALS ***					1 CHECKS		6,917.44
003376	WASHER SYSTEMS OF IOWA							
I-161918	PRESSURE WSHR PTS-CFAC	R	7/05/2022	256.85		237281		256.85
	*** VENDOR TOTALS ***					1 CHECKS		256.85

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 6/23/2022 THRU 7/07/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011509	JANET WEE							
I-06/27/22	STORMWATER BMP REIMBURSEMENT	R	7/05/2022	75.00		237282		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
011497	WINDSOR VILLAGE TOWNHOME ASSN							
I-07/2022 TEMP ESMT	07/2022 TEMP EASMT-OUTLOT X	R	7/05/2022	1,600.00		237283		
I-07/2022 TEMP ESMT Y	07/2022 TEMP ESMNT-OUTLOT Y	R	7/05/2022	5,205.00		237283		6,805.00
	*** VENDOR TOTALS ***					1 CHECKS		6,805.00
011351	COX SUBSCRIPTIONS, INC							
I-3109457	FY22 PERIODICAL SUBS	R	7/05/2022	4,025.13		237284		4,025.13
	*** VENDOR TOTALS ***					1 CHECKS		4,025.13
007119	JENNIFER S YOUNK							
I-06/11/2022 YOGA	06/11/22 YOGA IN THE PARK	R	7/05/2022	25.00		237285		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
008820	SIOUXLAND TURF PRODUCTS INC							
I-168381	ARMORTECH/COMPOUND - OC	E	7/07/2022	660.00		005165		
I-168474	ALLIGAR DIURON HERB - OC	E	7/07/2022	328.00		005165		988.00
	*** VENDOR TOTALS ***					1 CHECKS		988.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	170	2,891,650.48	0.00	2,891,650.48
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	6,350.00	0.00	6,350.00
EFT:	91	1,177,183.22	0.00	1,177,183.22
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

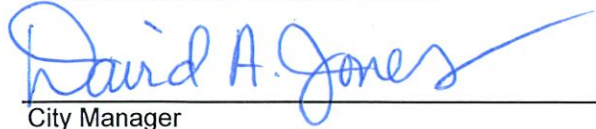
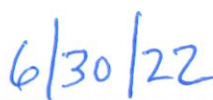
	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	262	4,075,183.70	0.00	4,075,183.70
BANK: APGWB TOTALS:	262	4,075,183.70	0.00	4,075,183.70
REPORT TOTALS:	262	4,075,183.70	0.00	4,075,183.70

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JULY 5, 2022

Fund		PAYMENTS
100	General Fund	\$ 371,174.77
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	477.65
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	264,069.16
270	Seizure Fund	-
280	Tax Increment Financing Fund	1,886,612.00
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	4,100.00
430	Library Foundation Fund	1,096.98
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	21,031.59
520	Water Improvement Fund	-
530	Water Sinking Fund	2,250.00
550	Sewer Fund	12,114.13
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	4,019.92
590	Golf Course Fund	30,879.29
600-699	Enterprise Project Funds	432,185.86
710	Revolving Fund	34,089.30
720	Risk Management Fund	504,283.41
730	Health Insurance Fund	1,822.27
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	
900	BAN/Bond Activity Fund	33,089.27
896-998	Capital Projects Funds	471,888.10
	Sub Total	\$ 4,075,183.70
	Payroll Totals	2,011,972.65
	Service Transfers/ACH Drafts	(177,770.14)
	Agenda Payments Approved Separately	(887,553.21)
	Grand Total	\$ 5,021,833.00

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



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the purchase of fiber optic cable for installation with 2023 capital improvement projects.

EXECUTIVE SUMMARY:

The 2022 - 2026 Capital Improvement Program (CIP) includes several projects with upgrade to the City's existing fiber optic communications network or street widening that will require extension or relocation of the network infrastructure. The City has standardly purchased fiber optic cable for contractor installation, to control the quality of the cable and to mitigate potential delivery issues that may delay project completion.

The fiber optic cable supplier, Graybar, has quoted current lead times for fiber optic cable as 50 to 52 weeks. Therefore, to support the completion of the following projects, the Public Works Department recommends purchase of 57,000 feet of 96-count single mode fiber optic cable at this time, in advance of the 2023 - 2027 CIP approval. This will allow the City to secure favorable pricing and accelerate delivery of the needed materials. The projects are Annual Traffic Signal Improvement Program (2 fiber optic

upgrade projects), NW 18th Street Reconstruction - Ankeny Boulevard to Ash Drive, and SW State Street Fiber Optic Relocation. If one or more of the projects are not approved for construction in 2023, the fiber optic cable can be stored and used in a future year.

The total cost for the fiber optic cable purchase is \$59,124.39 (includes shipping) and will be shared among the projects proportionally.

FISCAL IMPACT: No

The purchase of the fiber optic cable was anticipated in calendar year 2023. With the expected lead time of 50-52 weeks, the payment for the materials will occur upon delivery in mid-2023.

CITY MANAGER'S RECOMMENDATIONS:

Adopt RESOLUTION authorizing the purchase of fiber optic cable as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Quote & Lead Time

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF FIBER OPTIC CABLE FOR INSTALLATION WITH 2023 CAPITAL IMPROVEMENT PROGRAM PROJECTS

WHEREAS, the City of Ankeny desires to purchase fiber optic cable to be installed with several capital improvement program projects in 2023; and

WHEREAS, quotes were obtained according to the 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 \$59,124.39;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Graybar in the amount of \$59,124.39 is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from the FY 2023 funds to facilitate the purchase of said fiber optic cable.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

600 EAST 4TH ST
DES MOINES IA 50309-1848
Phone: 515-447-4500
Fax: 515-244-0147

To: CITY OF ANKENY - COMM/DATA
211 SE LORENZ DR
ANKENY IA 50021-9228
Attn: Tom Dozler
Phone: 515-965-6400
Email:
Fax: 515-965-6416

Date: 06/22/2022
Project Name: *96F SM OSP
GB Quote #: 0240981729
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr: 1
Valid From: 06/22/2022
Valid To: 07/21/2022
Contact: JAMES FROELICH
Email: james.froelich@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes: * ****50-52 week lead time ARO**** * ***Fiber Tolerance +5%****

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	57000	CORNING OPTICAL	S-OP-96-LT-A -3U-BK-SIC-8	096ZU4-T4722D 20	\$1,037.27	1000	\$59,124.39



GB Part#:26397882

[MFR SPEC SHEET](#)

Ship From:Reship-Factory

Long Description:Corning ALTOS®; cable with FastAccess®; technology is an all-dielectric gel-free cable designed for outdoor and limited indoor use for campus backbones in lashed aerial and duct installations.

Total in USD (Tax not included): \$59,124.39

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To: CITY OF ANKENY - COMM/DATA
211 SE LORENZ DR
ANKENY IA 50021-9228
Attn: Tom Dozler

Date: 06/22/2022
Project Name: *96F SM OSP
GB Quote #: 0240981729

Proposal

We appreciate your request and take pleasure in responding as follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a mower for the Parks & Recreation Department (replace existing unit #653).

EXECUTIVE SUMMARY:

The City of Ankeny Parks & Recreation Department routinely maintains the playing surfaces at the Prairie Ridge Sports Complex using Unit # 653, a terrain cut mower. The existing mower is a 2017 Jacobsen mower with over 3,000 hours of operation and has had extensive maintenance repairs. Bids were solicited from equipment suppliers for the proposed replacement mower, with the low bid of \$76,944.35 being submitted by Van Wall Equipment.

Bids solicited:

- Van Wall Equipment \$76,944.35

- MTI Equipment \$80,388.00
- Turfwerks Did not submit

FISCAL IMPACT: Yes

The approved budgeted amount for the replacement mower in FY2023 was \$68,215.00. The low bid received from Van Wall Equipment was \$76,944.35.

CITY MANAGER'S RECOMMENDATIONS:

Adopt RESOLUTION authorizing the purchase of the mower as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Van Wall Equipment Bid

RESOLUTION NO. 2022 -

**A RESOLUTION AUTHORIZING THE PURCHASE OF A MOWER
FOR USE IN THE PARKS & RECREATION DEPARTMENT FLEET.**

WHEREAS, the City of Ankeny Parks & Recreation Department routinely maintains the playing surfaces at the Prairie Ridge Sports Complex using Unit # 653, a terrain cut mower, and

WHEREAS, the existing mower is a 2017 Jacobsen mower with over 3,000 hours of operation and has had extensive maintenance repairs, and

WHEREAS, the City of Ankeny desires to purchase a replacement mower for Unit #653. Bids have been solicited from equipment suppliers for the proposed replacement mower, with the low bid of \$76,944.35 being submitted by Van Wall Equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Van Wall Equipment in the total amount of \$76,944.35 is hereby accepted for the purchase of a terrain cut mower.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from FY2023 funds to facilitate the purchase of the said mower.

DATED this 5th day of July, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PURCHASER'S NAME - First Signer (First, Middle Initial, Last)				DATE OF ORDER		COMPANY UNIT		DEALER ACCOUNT NO.			
PRAIRIE RIDGE SPORTS COMPLEX				Jun 22, 2022		08		088839			
(SECOND LINE OF OWNER NAME)				DEALER ORDER NO.							
STREET OR RR				SOC. SEC.		IRS NO.		EIN. NO.			
PRAIRIE RIDGE SPORTS COMPLEX , 1510 NW ASH DRIVE											
TOWN		STATE		ZIP CODE		TRANSACTION TYPE		PURCHASER SALES TAX EXEMPT			
ANKENY		IA		50023		Cash Sale					
COUNTY		PURCHASER ACCT.		PHONE NO.		SELLER'S NAME & ADDRESS					
Polk				515-963-3577		Van-Wall Equipment, Inc.					
REWARDS #						1872 330th Street					
994320526						Madrid, IA 50156					
E-MAIL ADDRESS						515-795-3400					
PURCHASER'S NAME - Second Signer				I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.							
STREET OR RR											
TOWN		STATE								ZIP CODE	
REWARDS #											
Use County		Use State/Province									
POLK		IA									

QTY	NEW	DEM	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	X				JOHN DEERE 9009A TerrainCut Rough Mower			\$ 82,944 35
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.							TOTAL CASH PRICE \$ 82,944 35	
QTY	DESCRIPTION OF TRADE-IN					Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT
1	2016 JACOBSEN AR5					3500	6813201820	\$ 6,000 00
TOTAL TRADE-IN ALLOWANCE							\$ 6,000 00	
PURCHASER TYPE 1 Commercial							MARKET USE 87 Parks and Cemeteries	
1. TOTAL CASH-PRICE							\$ 82,944 35	
2. TOTAL TRADE-IN ALLOWANCE							\$ 6,000 00	
3. TOTAL TRADE-IN PAY-OFF							\$ 0 00	
4. BALANCE							\$ 76,944 35	
8. EST. SERVICE AGREEMENT TAXES							\$ 0 00	
9. SUB-TOTAL							\$ 76,944 35	
10. CASH WITH ORDER							\$ 0 00	
11. RENTAL APPLIED							\$ 0 00	
12. CASH DISCOUNT							\$ 0 00	
13. BALANCE DUE							\$ 76,944 35	

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS- I (We) promise to pay the Balance Due (line13) shown above in cash, or to execute a Time Sale Agreement (Retail InstallmentContract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

USE OF INFORMATION/PRIVACY NOTICE I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.



Purchase Order for
John Deere Equipment (U.S. Only)

PO# 08954663
PO Revision# Original
Purchaser Name: PRAIRIE RIDGE SPORTS COMPLEX

Quote ID: 25184024

Purchaser's Signature _____	Accepted By _____		
Purchaser's Signature _____	Date Accepted _____	Salesperson	DYKSTRA, TRAVIS

Delivery Acknowledgement			
Delivered On:			
Warranty Begins:		Signature _____	Date _____

☐ Show Details





ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to receive and file the Adopted Annual Budget Document for Fiscal Year 2023.

EXECUTIVE SUMMARY:
Attached is the Adopted Annual Budget Document for Fiscal Year 2023. It has been submitted to GFOA for consideration of another Distinguished Budget Presentation Award.

FISCAL IMPACT: **No**
None, as the Fiscal Year 2023 Budget was officially adopted by City Council on March 21, 2022.

CITY MANAGER'S RECOMMENDATIONS:
Receive and file the Adopted Annual Budget Document for Fiscal Year 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 FY 2023 Budget Document



city of
Ankeny
bringing it all together.

ADOPTED ANNUAL BUDGET

2023

CITY OF ANKENY, IOWA
FISCAL YEAR 2023

MAYOR AND CITY COUNCIL



Mark Holm
Mayor
mholm@ankenyiowa.gov



Bobbi Bentz
Mayor Pro Tem
bbentz@ankenyiowa.gov



Kelly Whiting
Council Member
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GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

City of Ankeny
Iowa

For the Fiscal Year Beginning

July 01, 2021

Christopher P. Morrell

Executive Director

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Ankeny, Iowa**, for its Annual Budget for the fiscal year beginning **July 1, 2021**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe that our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

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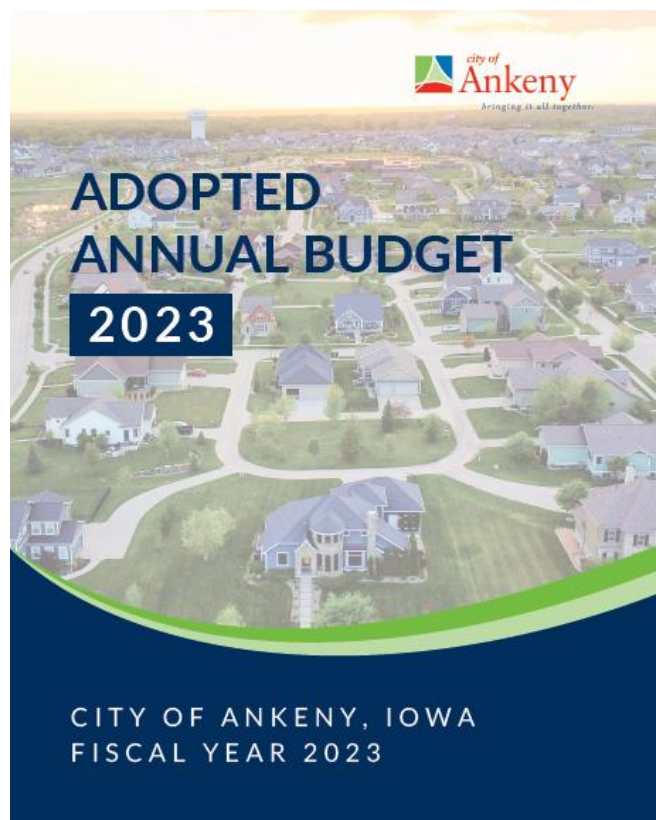
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INTRODUCTION

Guide to the Budget Document



The budget document is intended to inform and enhance the citizens' understanding of the budget process and the services they receive. It is also vital the City Council is provided with the information that they need to ensure the budget reflects public interest and is structurally correct. Therefore, it is critical that the document serves the following four functions: act as a policy document, serve as a legally required financial planning tool, function as an operational guide and act as a communication device.

Listed below is a brief description of the individual sections of this document.

The introductory section includes the community profile, organizational chart, strategic plan and the City Manager's budget message. It is intended to articulate priorities, issues and any other major changes in City services for the budget year.

The budget summary section describes the City's basis of accounting and budget, financial policies, financial policy compliance, budget process, budget calendar and includes the fund/program matrix. Various summary schedules showing fund balance, revenues, expenditures and transfers for all

funds combined provide an overview of the total resources budgeted by the City. Long-range forecasting, property tax valuations and rates, personnel summary and capital outlay and supplemental request summary are included as well.

The fund sections provide a breakdown of the fiscal year 2023 budget on an individual fund basis. The fund sections include the general fund, special revenue funds, debt service fund, business type activities/enterprise funds, capital projects fund and internal service funds. Each fund includes a description of the fund, financial highlights of the fiscal year 2022 and 2023 budgets, estimated ending fund balance, looking ahead to fiscal year 2024 and beyond and a fund summary.

In order to provide consistent information on the purpose of City expenditures, all fund activities are allocated to the following programs: public safety, health and social services, culture and recreation, public works, community and economic development, general government, debt service, business type activities/enterprise and capital projects. In addition to program summaries, detail is provided by department including a description of the department, its performance measures, recent accomplishments, in progress and upcoming activities and trends and issues as reported by the department director. For comparison purposes, all budget schedules include the fiscal year 2018-19, 2019-20 and 2020-21 actuals, original 2021-22 budget, revised 2021-22 budget, adopted 2022-23 budget and projected 2023-24 budget.

The glossary and acronyms section includes the glossary and acronyms list to assist the reader with any terminology not readily understood.

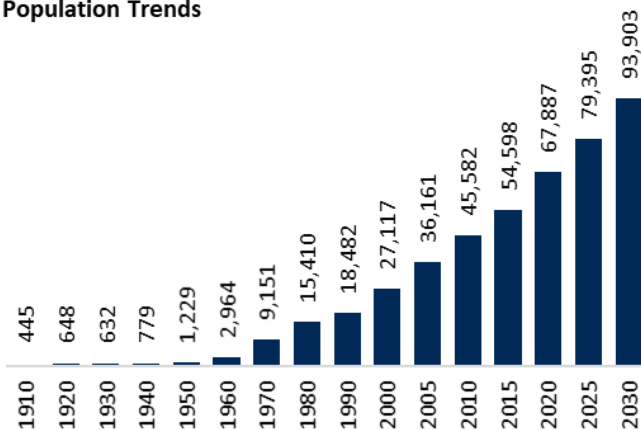
Community Profile

The City of Ankeny regularly collects and evaluates information about trends in the community, the external factors affecting it, opportunities that may be available, and problems and issues that need to be addressed. This information provides a context for making and understanding the decisions incorporated in the budget document and is shared here and throughout this chapter.

Location – The City of Ankeny is located in Polk County, Iowa, approximately six miles north of downtown Des Moines, the state capital, and 20 miles south of Ames, home of Iowa State University. The City sits at the heart of the state and country at the intersection of Interstate 35 and Interstate 80, providing easy access to the major cities of the upper Midwest region.

History – On July 11, 1874, John Fletcher Ankeny and his wife, Sarah, acquired 80 acres of land and the following year they recorded the plat for the city which would bear their name. Ankeny was incorporated as a town in 1903, with a total area of one square mile. Based on 2021 U.S. Census Bureau estimates the City of Ankeny has grown to a population of 70,287, making it the 6th largest city in the state of Iowa. Ankeny has been recognized nationally for its rate of growth when it was ranked by the U.S. Census Bureau in 2018 as the 4th fastest growing city in the United States with a population of 50,000 or more and it was ranked 10th on that list in 2019. Between April 1, 2020 and April 1, 2021, Ankeny added 2,395 residents, an average of 6 people per day; a 3.5% increase.

Population Trends



Source: U.S. Census Bureau, City of Ankeny Community Development Department – The Ankeny Plan 2040



"Ankeny is a special place. We have an independent community spirit; our residents enjoy a safe community, an active lifestyle and thriving businesses. We offer quality municipal services, leading school districts and easy connectivity to a vibrant region." – City Manager David Jones.

Press release, May 26, 2022

Population by Age Group

Under 5 years	8.2%
5 to 9 years	6.9%
10 to 14 years	8.9%
15 to 19 years	6.1%
20 to 24 years	7.2%
25 to 34 years	17.1%
35 to 44 years	15.6%
45 to 54 years	12.0%
55 to 64 years	7.8%
65 to 74 years	5.8%
75 years and over	4.4%
Median age	32.5

Racial Diversity

White	93.5%
Black or African American	1.4%
American Indian and Alaska Native	0.1%
Asian	2.3%
Native Hawaiian and Other Pacific Islander	0.0%
Some other race	0.1%
Two or more races	2.6%

Gender

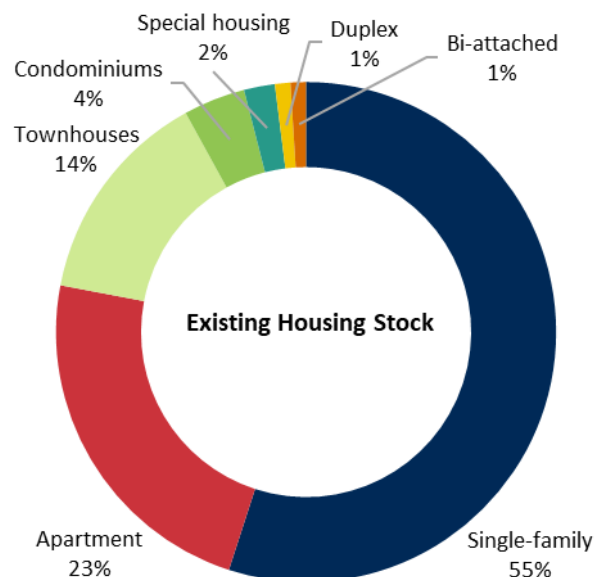
Male	50.5%
Female	49.5%

Housing – A community is largely defined by the type, style and cost of housing available for its residents. It can be one of several factors used to attract new residents and growth to an area. Those moving into the Ankeny community enjoy a wide variety of housing choices from the type of home to the location and amenities of the neighborhoods.

Housing Data

Median home value	\$239,300
Cost of living index (US=100)	95.5
Housing units	25,913
Vacant housing units.....	5.3%
Occupied housing units.....	94.7%
Owner-occupied units.....	73.7%
Average household size	2.77
Renter-occupied units.....	26.3%
Average household size	2.16

Source: U.S. Census Bureau, Polk County Assessor



Construction – The City of Ankeny saw record setting construction activity in 2021

“Even with supply chain issues, higher building material costs, labor availability challenges and related cost pressures, and pandemic setbacks, Ankeny set yet another record in terms of total construction-related activity and commercial construction. The development community continues to have confidence in Ankeny.” – City Manager David Jones

Press release, January 6, 2022

Business Sector – The Ankeny community provides a vibrant retail sector for its consumers and is home to well-known retailers, as well as local proprietors.

Both the number of businesses and total retail taxable sales have shown steady growth in the last ten years as illustrated in the table at right.

The tables on the next page illustrate the diversity of the business sector within the City. Larger taxpayers include DRA Properties, LC, a local real estate development company; Deere & Company, a farm and construction equipment manufacturer; and Perishable Distributors of Iowa, Ltd, a wholly-owned subsidiary of Hy-Vee a supermarket chain with more than 285 retail stores in eight Midwestern States. The list of larger taxpayers remained relatively the same for 2021. The Industrial Fund Ankeny, LLC made the list for the first time, while Hurd Fleet, LLC dropped off the list.

Building Permits

Calendar Year	Commercial Construction		Residential Construction	
	Number of Units	Value	Number of Units	Value
2021	28	\$116,246,592	956	\$267,199,991
2020	22	65,497,340	1,168	297,765,158
2019	35	57,733,604	1,076	256,749,649
2018	31	71,114,309	897	173,052,575
2017	34	73,499,093	1,106	228,825,648
2016	18	48,885,982	1,281	294,900,482
2015	31	44,176,393	929	201,259,673
2014	36	44,367,457	1,011	205,569,149
2013	26	34,233,742	859	191,833,192
2012	33	73,674,050	1,031	178,308,822

Source: City of Ankeny Community Development Department

Retail Taxable Sales/Number of Businesses

Fiscal Year	Retail Taxable Sales	Number of Businesses
2021	\$1,144,502,039	5,642
2020	1,025,097,447	5,377
2019	1,005,778,029	5,205
2018	972,671,861	5,089
2017	977,776,597	4,912
2016	924,791,948	4,702
2015	841,968,747	4,542
2014	775,170,562	4,427
2013	714,824,490	4,408
2012	682,910,249	4,303

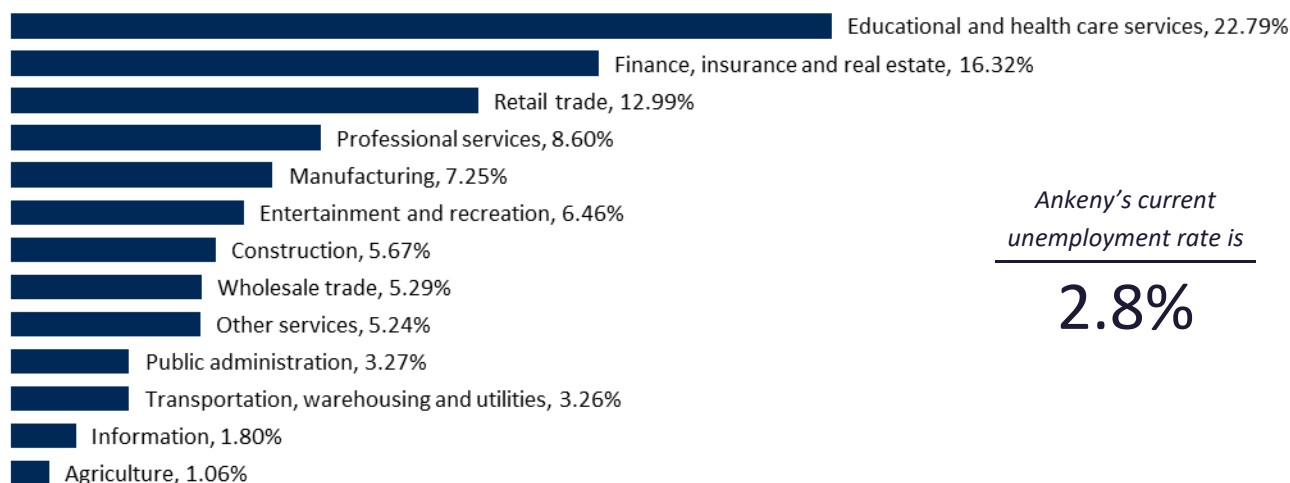
Source: Iowa Department of Revenue

Larger Taxpayers	Type of Property/Business	Taxable Valuation
DRA Properties, LC	Commercial/Real Estate Development	\$57,933,998
Deere & Company	Commercial/Farm & Construction Equipment	52,869,678
Perishable Distributors of Iowa, Ltd	Commercial/Food Distribution	37,305,705
DLE Seven, LLC	Commercial/Real Estate Development	30,181,335
Mid-American Energy	Utility	29,732,327
Casey's Retail Company	Commercial/Convenience Stores	26,897,400
The Industrial Fund Ankeny, LLC	Commercial	24,018,300
Woodland Reserve Apartments, LC	Multi-Residential	23,446,008
Denny Elwell Family, LC	Commercial/Real Estate Development	22,143,912
Edward Rose Millennial Development, LLC	Multi-Residential	21,943,257

Source: Polk County Auditor's Office

Employment – Ankeny is part of the larger Des Moines metropolitan area and pulls much of its labor from that area. The total potential labor force in the Des Moines-Ames combined statistical area is 453,100.

Occupation by Industry



Ankeny's current
unemployment rate is

2.8%

Larger Employers ⁽¹⁾	Type of Business	Employees ⁽²⁾
Ankeny Community Schools	Education	2,343
Deere & Company	Farm Equipment	1,524
Casey's Retail Company	Retail/Distribution	1,166
Baker Group	Mechanical/Electrical Contractor	818
Perishable Distributors of Iowa, Ltd	Wholesale Meat/Bakery Distributor	817
Purfoods	Wholesale Distribution	784
Des Moines Area Community College	Higher Education	775
City of Ankeny	Municipal Government	738
Amazon	Retail Distribution	425
Hy-Vee Commissary	Prepared Food Production	425

⁽¹⁾ Does not include retail employers

⁽²⁾ Includes full-time, part-time and seasonal employees

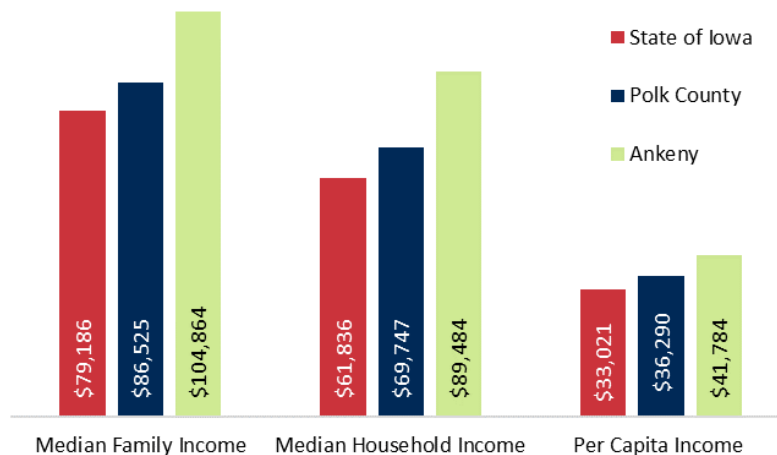
Source: City of Ankeny, Greater Des Moines Partnership and company inquiries

Education – Public education is provided by the Ankeny Community School District, North Polk Community School District and Saydel Community School District. With a 2021 state-certified enrollment of 12,512 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 95.60% graduation rate. Private education is provided by the Ankeny Christian Academy and St. Luke the Evangelist Catholic School.

Higher education within the City is provided by Des Moines Area Community College and Faith Baptist Bible College. Drake University, Grand View University, Iowa State University and Simpson College are other higher education institutions within the area.

Income Level – Ankeny has consistently had household income above state and national averages. Estimates for median family income, median household income and per capita income are shown at right as compared to the state and county.

Source: U.S. Census Bureau



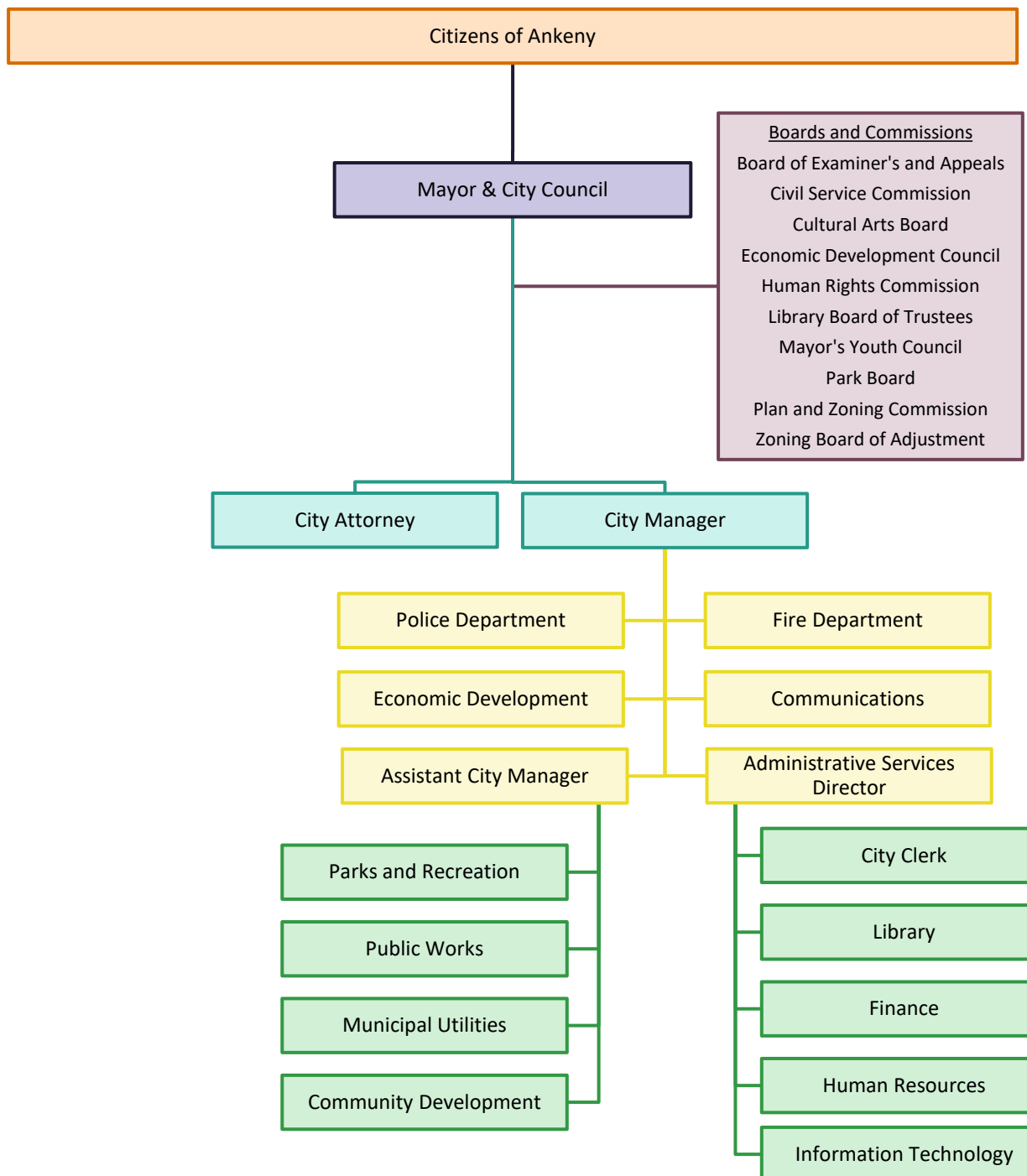
Citizen Survey Results – The City conducts a Biennial Citizen Survey to gain input from residents on the livability of Ankeny. The phrase “livable community” is used here to evoke a place that is not only habitable, but desirable, a place not only where people do live, but where they want to live. Performance ratings from the 2021 survey are included in the departmental sections, however, benchmark scores indicating how residents rate the City of Ankeny as a livable community are shown here:

Benchmark	Percent Rating Excellent or Good	2021 Compared to Previous Survey	2021 Compared to National Benchmark
Quality of life in Ankeny	93%	Similar	Similar
Overall image	83%	Similar	Similar
Place to live	95%	Similar	Similar
Overall feeling of safety	93%	Similar	Higher
Overall quality of transportation system	59%	N/A ⁽¹⁾	Similar
Overall natural environment	70%	Lower	Similar
Overall built environment	64%	Lower	Similar
Overall economic health	93%	Similar	Higher
Health and wellness opportunities	86%	Similar	Similar
Preventive wellness services	87%	Similar	Similar
Education and enrichment	72%	Lower	Similar
K-12 education	88%	Similar	Higher
Sense of community	63%	Lower	Similar
Services provided by Ankeny	78%	Similar	Similar
Would recommend Ankeny	91%	Similar	Similar

⁽¹⁾ Not included in the previous survey

Organizational Chart

The City operates under a Mayor/Council/Manager form of government. The City Council is the governing body of the City, consisting of five members elected at large for overlapping terms of four years. The Mayor is also elected for a term of four years. The City Manager is appointed by the Council and is responsible for the day-to-day operations of the City. Department directors work under the leadership of the City Manager to administer the services offered by the City. In addition, the City Council appoints citizens to serve on special boards and commissions.



Strategic Plan

VISION

Ankeny is a multigenerational hometown with an independent community spirit. Residents enjoy a safe community, an active lifestyle, thriving businesses and easy connectivity to the region.

MISSION

The mission of the City of Ankeny is to provide customer-focused, high-quality services and sound fiscal management.

By advocating for and engaging our community, we enhance quality of life and protect the community's interests.

VALUES

TEAMWORK

We believe that success comes from working together as collaborators and partners, striving daily to earn and sustain the trust of citizens and coworkers alike.

RESPECT

We treat each other, our residents and our customers as we expect to be treated, with courtesy and sensitivity to their feelings, rights and traditions.

INTEGRITY

We are honest, truthful and ethical in all things.

QUALITY

We hold ourselves to high standards of service excellence, meeting and exceeding the expectations of those we serve.

PROFESSIONALISM

We are committed public servants and intentional caretakers of public resources while responsively and reliably meeting our community's needs.

COMMUNICATION

We interact with others in an open, respectful, positive and transparent manner.

GOALS



UPGRADE ESSENTIAL
INFRASTRUCTURE



EXERCISE FINANCIAL
DISCIPLINE



DELIVER EXCEPTIONAL
SERVICE



ENHANCE QUALITY
OF LIFE



ENSURE ECONOMIC
VITALITY



STRENGTHEN COMMUNITY
ENGAGEMENT



PROVIDE REGIONAL
LEADERSHIP

Strategic Goals and Objectives:

The Strategic Plan is updated periodically to discuss, identify and prioritize the collective vision for Ankeny. The resulting goals provide the framework for strategic objectives and performance measures that support the City Council's vision statement, mission statement and core values. These strategic objectives guide the development of the budget, allocation of resources and department performance measures to get the most important things accomplished.



Goal 1 – Upgrade Essential Infrastructure

Ankeny's public infrastructure is thoughtfully planned, safely operated, regionally connected, and systematically maintained.

- Objective 1.1 – Implement storm water, streets, and utility improvement plans.
- Objective 1.2 – Improve major transportation corridors.
- Objective 1.3 – Improve pedestrian and bicycle crossings.
- Objective 1.4 – Reduce traffic congestion.
- Objective 1.5 – Maintain parks and facilities at a high level.
- Objective 1.6 – Address long-term public transit needs.



Goal 2 – Exercise Financial Discipline

We are effective stewards of the public resources entrusted to our care and take seriously our obligation to provide services that responsibly balance service levels and costs.

- Objective 2.1 – Maximize city services at the current tax rate.
- Objective 2.2 – Diversify revenue sources.
- Objective 2.3 – Actively manage city fees for cost recovery, competitiveness, and mandates.
- Objective 2.4 – Align new service or program budgets to the City's mission and citizen value.
- Objective 2.5 – Reduce the City's debt burden.
- Objective 2.6 – Improve long-range planning for replacement costs and major investments.



Goal 3 – Deliver Exceptional Service

Ankeny's high-quality public services are responsive to our citizen's needs, readily accessible, courteously delivered, and professionally managed.

- Objective 3.1 – Attract and retain a high-performing, diverse, and competent city staff team.
- Objective 3.2 – Provide sufficient staffing to achieve desired service levels.
- Objective 3.3 – Leverage technology to improve public access to city services.
- Objective 3.4 – Strengthen collaboration between city departments.
- Objective 3.5 – Maintain high citizen satisfaction ratings.



Goal 4 – Enhance Quality of Life

Ankeny is renowned for its hometown feel, safe and livable neighborhoods, active lifestyle, and attractive public spaces in which to play, relax, and learn.

- Objective 4.1 – Implement the Parks and Facilities master plans.
- Objective 4.2 – Complete and open the Ankeny Senior Community Center.

- Objective 4.3 – Develop a master plan for public art.
 - Objective 4.4 – Grow and expand community traditions and events.
 - Objective 4.5 – Enhance pride in both public and private spaces.
 - Objective 4.6 – Become a destination city.
-



Goal 5 – Strengthen Community Engagement

Ankeny is governed openly and transparently, building and sustaining trust through the inclusion and involvement of a well-informed citizenry.

- Objective 5.1 – Optimize the use of communication tools and techniques.
 - Objective 5.2 – Sustain and grow the city/school partnership.
-



Goal 6 – Ensure Economic Vitality

Ankeny's economy is both robust and resilient, carefully blending diverse residential and commercial development for generational sustainability.

- Objective 6.1 – Practice purposeful economic development.
 - Objective 6.2 – Responsibly guide community growth and revitalization.
 - Objective 6.3 – Expand the commercial tax base and job opportunities.
 - Objective 6.4 – Diversify the range of housing choices.
-



Goal 7 – Provide Regional Leadership

Elected and appointed officials of the City of Ankeny actively participate in leading public interest organizations, adopting and advocating for policies that advance the interests of our citizens, the region and the state.

- Objective 7.1 – Assume leadership roles in key government organizations.
 - Objective 7.2 – Support regional initiatives benefitting Ankeny.
 - Objective 7.3 – Collaborate with other suburban communities.
-

Strategic Plan Goals Linked by Department

The seven strategic plan goals provide the foundation that departments build upon when setting departmental goals that support the City Council's vision and mission statements. Departmental goals and their related performance measures are linked to the strategic plan goals to foster greater operational sustainability and accountability.

The relationship between the strategic plan goals and departments is illustrated here. Greater detail is given in the departmental performance measures throughout the sections that follow.

Department	Upgrade Essential Infrastructure 	Exercise Financial Discipline 	Deliver Exceptional Service 	Enhance Quality of Life 	Strengthen Community Engagement 	Ensure Economic Vitality 	Provide Regional Leadership 
Ankeny Kirkendall Public Library			✓	✓			
City Clerk			✓				
City Manager		✓	✓	✓		✓	
Communications					✓		
Community Development	✓					✓	
Economic Development						✓	
Finance		✓					
Fire Department			✓				
Human Resources			✓				
Information Technology			✓				
Mayor and City Council							✓
Municipal Utilities	✓						
Parks and Recreation	✓			✓			
Police Department			✓	✓			
Public Works	✓						



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March 21, 2022

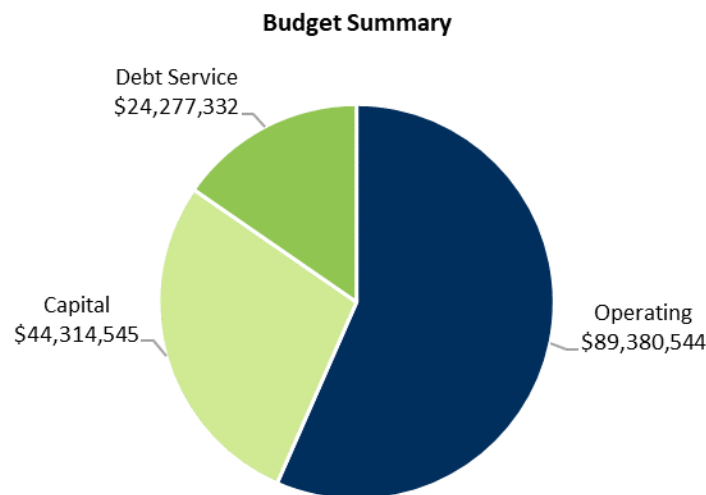
To the Honorable Mayor, Members of the City Council, and Citizens of Ankeny:

I am pleased to present the Adopted Annual Budget for Fiscal Year 2023. The budget has been developed to align with the City's Strategic Plan Goals to Upgrade Essential Infrastructure, Exercise Financial Discipline, Deliver Exceptional Service, Enhance Quality of Life, Strengthen Community Engagement, Ensure Economic Vitality and Provide Regional Leadership.

There were a number of factors, seemingly more than normal, that impacted the development of this year's budget. These included changes that will alter the property tax system (e.g. change in residential and multi-residential rollback, reduction of commercial and industrial replacement), inflation (e.g. competitive wage pressures, costs of goods and services, fuel and natural gas costs), supply chain issues, public safety overtime, staffing needs and the uncertain interest rate environment. Despite these fiscal and operational headwinds, the approved fiscal year 2023 budget maintains and, in some cases, improves service levels and provides for the reduction of the property tax levy from \$9.95 to \$9.90 per \$1,000 of taxable property valuation.

Budget Summary

The adopted fiscal year 2023 budget totals \$157,972,421, a decrease of \$20,804,692 or 11.64% compared to the revised fiscal year 2022 budget. The budget is comprised of operating, capital and debt service expenditures.



Operating expenditures total \$89,380,544, an increase of \$656,828 or 0.74%. Capital expenditures, in both the business type activities/enterprise and capital projects funds, total \$44,314,545, a decrease of \$7,716,202 or 14.83%, based on the size of the capital improvement program and the timing of capital projects. Debt service expenditures total \$24,277,332, a decrease of \$13,745,318 or 36.15%, the result of current refunding the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

The budget includes total revenues of \$149,075,786, down from \$166,374,217 in the revised fiscal year 2022 budget, representing a 10.40% decrease. Property taxes are one of the City's primary funding sources for general government operations and account for 30.24% of total revenues. The remaining 69.76% of revenues is derived from non-property tax sources with a significant reliance on service charges at 30.28%, comprised largely of user fees related to business type activities/enterprise funds (i.e. solid waste, water, sewer, storm water and golf course). Bond proceeds and intergovernmental revenues at 17.02% and 8.44%, also constitute a large percentage. Bond proceeds are a major source of funding for the annual capital improvement program and intergovernmental revenues vary based on monies received from federal, state and local governments in the form of grants, revenue sharing or cost-sharing arrangements.

The following schedule presents a summary of all budgeted revenues, net of transfers, for the fiscal year beginning July 1, 2022, and the percentage of total and the amount and percentage of change in relation to prior year amended revenues.

Revenues	2022-23 Budget	% of Total	\$ Change from 2021-22 Revised	% Change from 2021-22 Revised
Property Taxes	\$ 45,079,675	30.24%	\$ 3,100,317	7.39%
Tax Increment Financing	10,221,657	6.86%	1,233,811	13.73%
Non-Property Taxes	3,308,624	2.22%	191,104	6.13%
Licenses and Permits	2,348,600	1.57%	(130,000)	-5.24%
Use of Money and Property	577,257	0.39%	(188,953)	-24.66%
Intergovernmental	12,587,816	8.44%	(6,952,597)	-35.58%
Service Charges	45,133,806	30.28%	551,487	1.24%
Special Assessments	-	0.00%	-	0.00%
Miscellaneous	4,439,466	2.98%	(928,810)	-17.30%
Bond Proceeds	25,378,885	17.02%	(14,174,790)	-35.84%
Total	\$ 149,075,786	100.00%	\$ (17,298,431)	-10.40%

The fiscal year 2023 budget includes a decrease in expenditures from \$178,777,113 in the revised fiscal year 2022 budget to \$157,972,421 in fiscal year 2023—a decrease of \$20,804,692 or 11.64%. Net of debt service and capital projects, the change between the two years is an increase of \$5,720,928, or approximately 5.56%. Limited growth was allowed in the operating budget, but those budget activities that included new personnel such as public safety, culture and recreation, community and economic development and general government show larger increases.

The following schedule presents a summary of all budgeted expenditures, net of transfers, for the fiscal year beginning July 1, 2022, and the percentage of total and the amount and percentage of change in relation to prior year amended expenditures.

Expenditures	2022-23 Budget	% of Total	\$ Change from 2021-22 Revised	% Change from 2021-22 Revised
Public Safety	\$ 27,033,516	17.11%	\$ 2,308,351	9.34%
Health and Social Services	-	0.00%	(7,000)	-100.00%
Culture and Recreation	9,929,033	6.29%	912,566	10.12%
Public Works	8,164,316	5.17%	124,650	1.55%
Community and Economic Development	5,299,936	3.35%	833,558	18.66%
General Government	5,335,829	3.38%	577,382	12.13%
Debt Service	24,277,332	15.37%	(13,745,318)	-36.15%
Business Type Activities/Enterprise	52,779,898	33.41%	971,421	1.88%
Capital Projects	25,152,561	15.92%	(12,780,302)	-33.69%
Total	\$ 157,972,421	100.00%	\$ (20,804,692)	-11.64%

Further details on specific changes in revenues and expenditures can be found in the various financial sections and summaries following this transmittal letter. In addition, a further explanation of major trends is included in the “Major Revenue Sources” located in the Budget Summary section.

Tax Base Growth and Local Economy

Based on 2021 U.S. Census Bureau estimates the City of Ankeny has grown to a population of 70,287, making it the sixth largest city in the state of Iowa. 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 10th on that list in 2019. Between April 1, 2020 and April 1, 2021, Ankeny added 2,395 residents, an average of more than six people per day; a 3.5% increase.

Taxable assessed valuations for general government purposes increased by \$327,693,598, or 7.90%, and taxable assessed valuations for debt service purposes increased by \$371,231,838 or 8.33%. These increases are due to the addition of \$208 million in residential property, \$50 million in commercial property, \$58 million in industrial property, \$10 million in multi-residential and \$2 million in utility property. Offsetting this growth is the reduction in the residential rollback from 56.41% to 54.13% and the multi-residential rollback from 67.50% to 63.75%.

The following table ranks the taxable valuation of the ten largest cities in Iowa. In comparison, Ankeny ranks sixth in population, fifth in taxable valuation, first in taxable valuation growth and second in taxable valuation per capita.

Comparison of Taxable Valuation				
City	Population Per 2021 U.S. Census Bureau Estimate	01/01/21 Taxable Valuation	Change in Taxable Valuation	Taxable Valuation Per Capita
Des Moines	212,031	8,934,448,462	4.10%	42,137
Cedar Rapids	136,467	7,221,270,520	2.37%	52,916
West Des Moines	69,792	5,879,585,882	4.74%	84,244
Davenport	101,009	4,976,226,877	3.14%	49,265
Ankeny	70,287	4,476,429,489	7.90%	63,688
Iowa City	74,596	4,241,061,964	-0.48%	56,854
Ames	66,424	3,399,701,391	4.36%	51,182
Sioux City	85,617	3,284,864,638	5.40%	38,367
Council Bluffs	62,415	3,220,798,982	5.67%	51,603
Waterloo	66,941	2,389,932,778	1.92%	35,702

Notwithstanding supply chain issues, higher building material costs, labor availability challenges and related cost pressures, and pandemic setbacks, Ankeny set yet another record in terms of total construction-related activity and commercial construction. The development was diverse with strong single-family and commercial construction numbers and it is anticipated that demand will be strong for significant continued investment across all sectors in the near term, although increasing interest rates and continuing pressure from rising prices is an ongoing threat for the moderate term.

Highlights of 2021’s construction include:

- Record year with more than \$498 million total investment in new construction projects. The previous high was in 2020 with a total of \$423 million.
- Permits issued for 28 new commercial buildings, with \$222 million in total non-residential investment.
- Permitted over 1 million square feet of new commercial and industrial space.
- \$267 million permitted in total new residential investment, resulting in 1,175 total new residential units including:
 - 653 single family detached homes
 - 258 townhomes

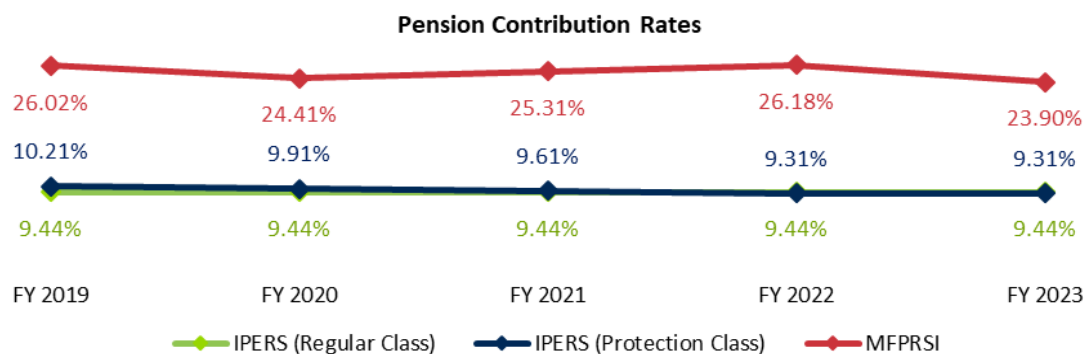
- 264 multi-family units
- Approximately \$9 million in other additions, alternations and miscellaneous permits issued.
- Notable construction projects include: Amazon last-mile delivery facility, Brown National Lease warehouse and distribution center, Echo Electric Supply office and electric supply wholesale distribution facility, Pet Parents office and warehouse headquarters and Perishable Distributors of Iowa warehouse and distribution expansion.

Employment rates and per capita income continue to be higher than that of the county, state and U.S. Ankeny's January 2022 unemployment rate, reflective of the current economic conditions, is at 2.8%. This is well below the county, state and U.S. at 4.3%, 4.4% and 4.4%, respectively. Socioeconomic indicators are strong, with median family income at 131% of the U.S. average.

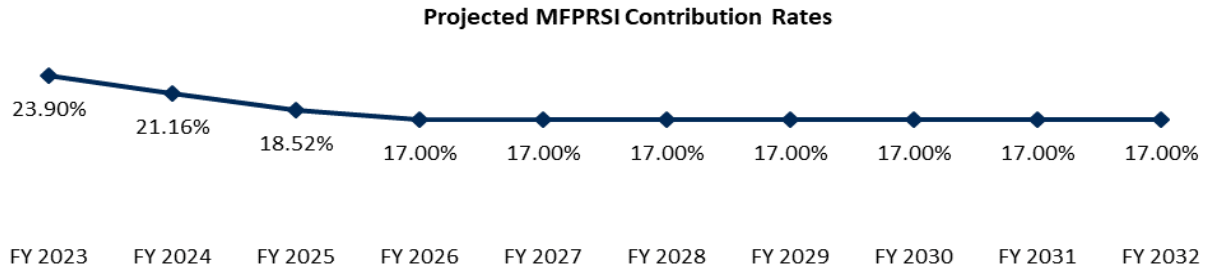
Budget Highlights

The following major highlights are contained in the budget:

- Funds 14 new full-time equivalents positions, along with several promotions, reclassifications, title changes and changes in budget activity. New positions include: police officer (2), firefighter/paramedic (3), adult services librarian, digital marketing specialist, recreation coordinator, engineering technician II, budget analyst, IT technician, civil engineer I, equipment operator and civil/environmental engineer. These new positions have various effective dates throughout the fiscal year to mitigate the fiscal year 2023 impact.
- Adjusts non-union full-time and permanent part-time pay scales, including dropping the first step of the pay scales, cost-of-living adjustments of 4% and additional compensation based on placement within the salary schedule.
- Adjusts seasonal pay scales, ranging from \$2-3 per hour depending on the position with \$0.50 step advancements per year thereafter.
- Incorporates new union contracts with the Ankeny Police Department Employee's Union (Teamsters Local No. 238), Ankeny Career Firefighters Union (International Association of Fire Fighters) and AFSCME Union (golf course maintenance, municipal utilities, park maintenance and public works employees).
- Adds an additional vacancy factor of 1 police officer, increasing from 2 to 3.
- The City and its employees pay into two state-mandated pension systems. The Iowa Public Employees Retirement System (IPERS) applies to most employees, while sworn police officers and full-time career firefighters fall under the Municipal Fire and Police Retirement System of Iowa (MFPRSI). The City's contribution to IPERS for regular and protection class members remains the same for fiscal year 2023 at 9.44% and 9.31%. The City's contribution rate to MFPRSI will decrease from 26.18% in fiscal year 2022 to 23.90% in fiscal year 2023.

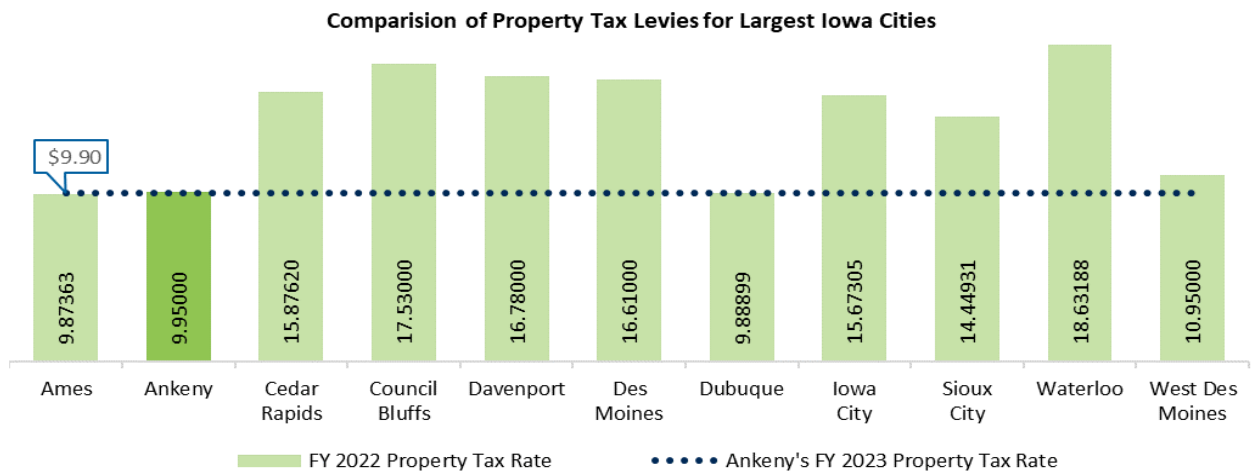


Current Iowa law requires the cost of future IPERS rate increases to be shared between the City and its employees with employees contributing 40% of any increase. The cost of any future rate increases to MFPRSI, however, are the sole responsibility of the City. The contribution rates on the following page have been projected based on an actuarial report issued on behalf of the MFPRSI.



- The City is reducing its property tax levy by \$0.05 from \$9.95 to \$9.90 per \$1,000 of taxable property valuation. Within the total property tax levy, the general levy will increase \$0.1033 and the aviation authority and debt service levies will decrease \$0.0033 and 0.1500, respectively. The employee benefits levies will remain the same.

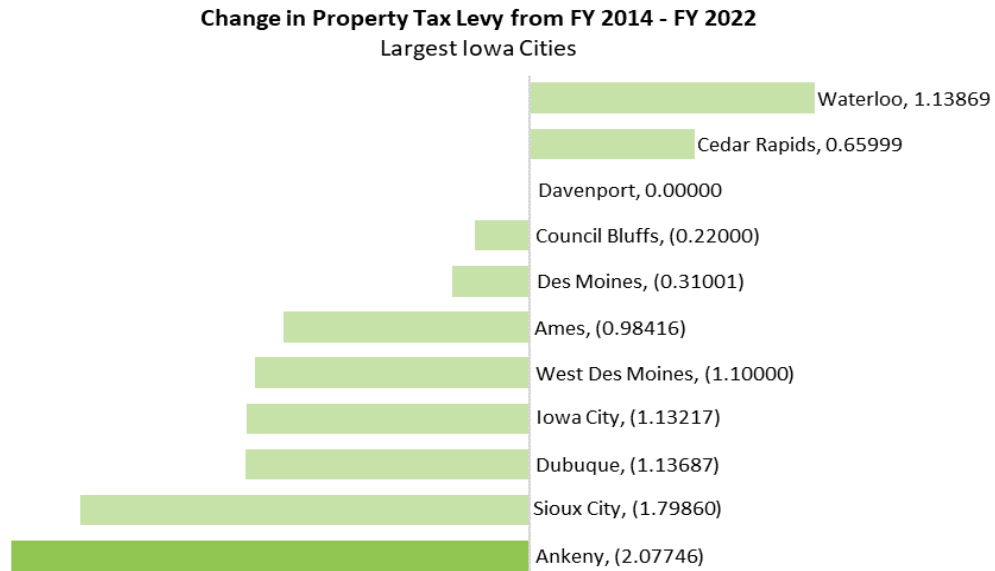
Ankeny's current property tax levy of \$9.95 per \$1,000 of taxable property valuation is among the lowest of Iowa's largest cities, with the exception of Ames and Dubuque. Of these largest cities Ankeny and Iowa City remain the only cities without local option sales as a means for significant property tax reduction.



- Ankeny's general fund levy of \$6.1533 per \$1,000 of taxable property valuation remains the lowest of any sizable city in Polk County and significantly below the \$8.10 statutory cap.
- This budget marks the ninth straight year of property tax levy reductions. These reductions have largely been accomplished through taxable valuation growth; long-term financial planning, specifically the issuance of less debt for capital projects; efficient operations; and a more market-competitive approach to development fees and developer-financed public infrastructure investment.

Tax Levies	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
General	\$ 6.2500	\$ 6.1000	\$ 6.0500	\$ 6.0500	\$ 6.1533
Aviation Authority	0.1500	0.1500	0.1500	0.1500	0.1467
Employee Benefits	0.6000	0.6000	0.5500	0.5500	0.5500
Debt Service	3.7500	3.5000	3.2500	3.2000	3.0500
Total Property Tax Levy	\$ 10.7500	\$ 10.3500	\$ 10.0000	\$ 9.9500	\$ 9.9000

- The property tax levy reduction of \$2.07746 per \$1,000 of taxable property valuation between fiscal years 2014 and 2022 is the largest of all major cities in Iowa.



- The budget includes several adjustments to the City's utility rates.
 - The monthly solid waste fee, which includes curbside recycling, miscellaneous collections and landfill costs, will increase \$0.43, from \$4.49 to \$4.92, due to a rate increase from Metro Waste Authority for curbside recycling. This change is effective July 1, 2022.
 - Water rates will increase 6.75% for water usage and 3% for availability charges, scheduled for April 1, 2022. The rate recommendation is based on a 15% increase to the capacity rate charged by Des Moines Water Works for the purchase of wholesale water and the need to update and expand the City's water infrastructure. Water revenue capital loan notes of \$12,848,000 are planned to fund the 2023 Capital Improvement Program.
 - Sewer rates will decrease 3% and be applied to both sewer usage and availability charges, scheduled for July 1, 2022. The rate decrease is the result of aggressively paying off outstanding debt over the past several years. In addition, reserves of \$4,955,589 will be used to pay off the joint public service agreement with Polk County for the construction of the Saylor Creek, Rock Creek, Tonini and Berwick Sewer Segments. All sewer projects included in the 2023 Capital Improvement Program are being funded within the operating budget.
 - The storm water rate will not change; although, the maximum Equivalent Residential Unit (ERU) for commercial, industrial and multi-family will increase from 60 ERU to 70 ERU. This change is effective July 1, 2022. General obligation bonds abated by storm water revenues of \$1,765,000 are planned to fund the 2023 Capital Improvement Program.
- The receipt of \$6.09 million in Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, to local governments to support their response to and recovery from the COVID-19 public health emergency. The funds will be used to make necessary improvements in water infrastructure, including the Aquifer Storage and Recovery Well No. 1 Replacement project. The second half of these funds is expected to be received in late fiscal year 2022.

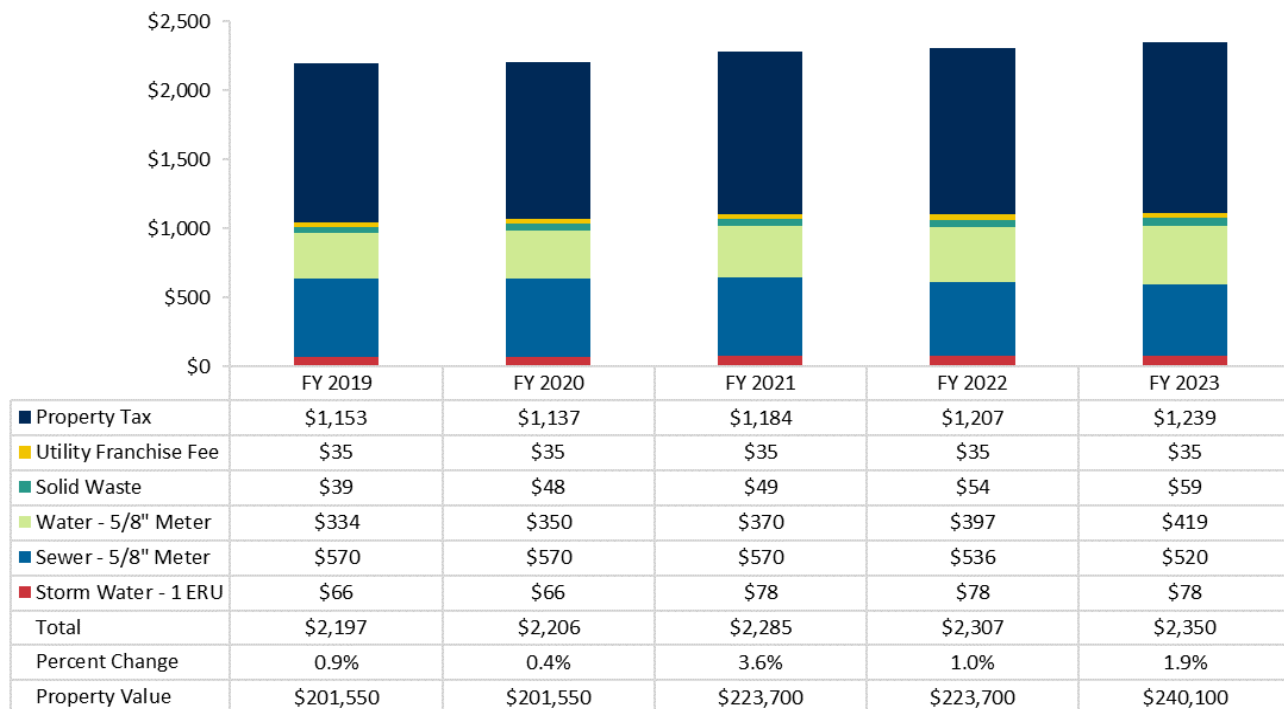
Financial Impact

It is important to consider the financial impact of changes in the property tax levy and utility rates adopted in the budget. These changes impact residential and commercial property differently based on a number of factors (e.g. taxable valuation, rollback, meter size and impervious surface).

The following charts illustrate the estimated financial impact to an average residential property in Ankeny. The increased cost related to property tax is the result of the property assessment revaluation performed by the Polk County Assessor every other year; with the average residential property valuation increasing from \$223,700 to \$240,100. After an increase in solid waste fees and water rates and a decrease in sewer rates, it is estimated that a residential property with a \$240,100 assessed valuation will pay approximately \$3.58 more per month, or \$43 per year, for city services.

Increased Annual Cost to \$240,100 Home for City Services	
Property Tax	\$ 32
Utility Franchise Fee	-
Solid Waste	5
Water	22
Sewer	(16)
Storm Water	-
Total Increased Cost	\$ 43

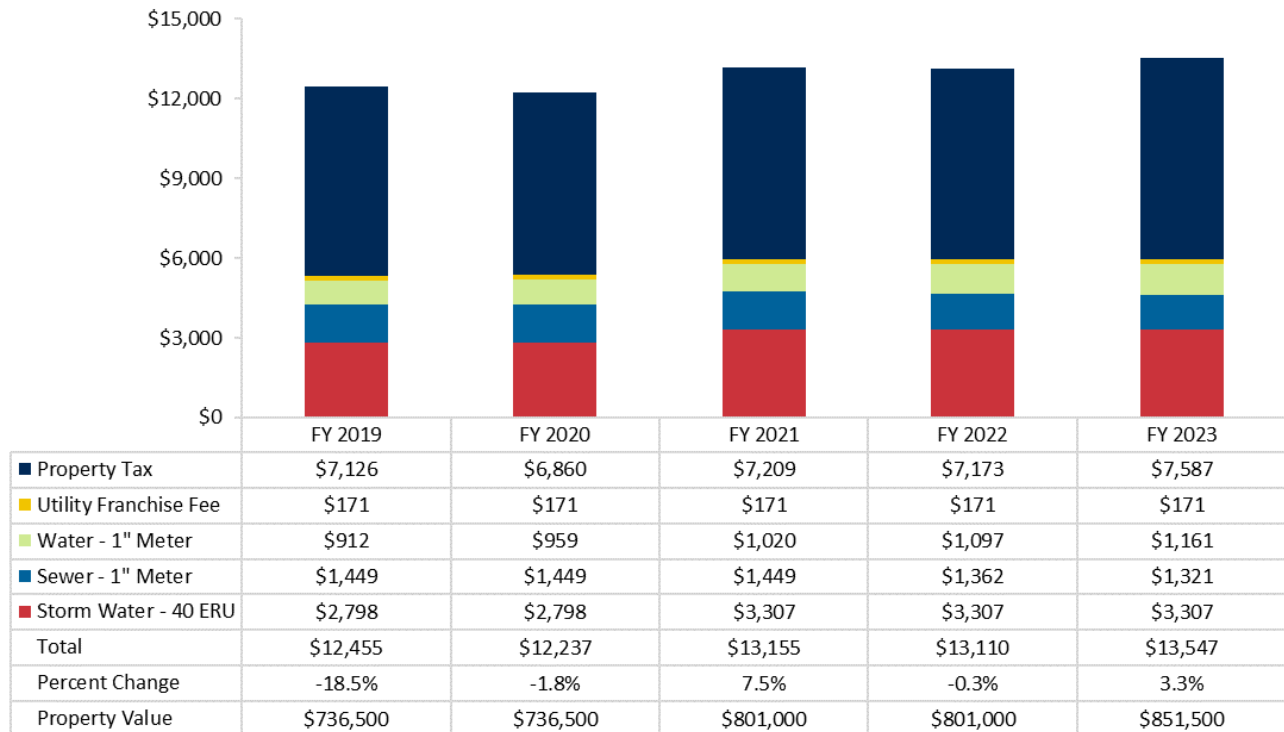
**Annual Financial Impact to Residential Property
Estimate Based on Median Assessed Value**



The following charts illustrate the estimated financial impact to an average commercial property in Ankeny. The increased cost related to property tax is the result of the property assessment revaluation performed by the Polk County Assessor every other year; with the average commercial property valuation increasing from \$801,000 to \$851,500. After an increase in water rates and a decrease in sewer rates, it is estimated that a commercial property with a \$851,500 assessed valuation will pay approximately \$36.42 more per month, or \$437 per year, for city services.

<u>Increased</u> Annual Cost to \$851,500 Business for City Services	
Property Tax	\$ 414
Utility Franchise Fee	-
Water	64
Sewer	(41)
Storm Water	-
Total Increased Cost	\$ 437

**Annual Financial Impact to Commercial Property
Estimate Based on Median Assessed Value**



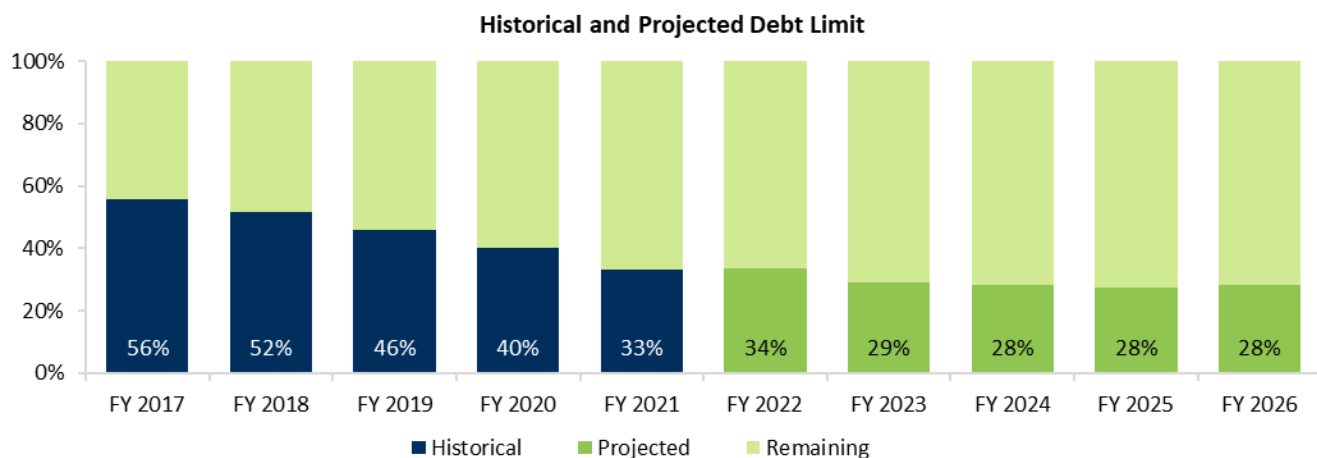
Capital Budget and Debt Service

The capital budget is a significant portion of the fiscal year 2023 budget. It includes the costs associated with the 2022 capital projects, the first year of the 2022-2026 Capital Improvement Program. The budget focuses on improved maintenance such as the annual maintenance programs. Major projects being undertaken in calendar year 2022 include the Aquifer Storage and Recovery Well No. 1 Replacement, NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard, West 1st Street Widening and Improvements – Phase 1 and SE 3rd Street Area Trunk Storm Sewer Improvements.

The capital budget and debt service go hand-in-hand as general obligation debt is the largest source of funding for the capital improvement program. Property taxes, specifically those collected through the debt service levy, are used to make principal and interest payments on general obligation debt issued to pay for infrastructure projects.

The state constitution limits the amount of debt outstanding to no more than 5% of the actual value of all taxable property within the corporate limits. The debt policy changes described below have decreased the utilization of debt from 56% in fiscal year 2017 to 33% in fiscal year 2021. This trend is expected to continue based on the 2022-2026 Capital Improvement Program, with fiscal year 2026 expected to have the lowest debt utilization at 28% of the constitutional debt limit.

The following graph represents the historical and projected debt limit:



Significant effort has been placed on reducing the City's debt burden, as evidenced in the chart above. This process began with amending the financial policy to establish an annual debt service target that takes into consideration taxable valuation growth, the capital improvement program and the City's ability to maintain a stable or declining debt service levy. This policy change, along with the elimination of bond anticipation notes, reducing the debt structure from 15 to 10 years, and policy changes related to private developers being required to install certain public improvements, has provided capacity to decrease the debt service levy \$1.30 per \$1,000 of taxable valuation from \$4.35 in fiscal year 2014 to \$3.05 in fiscal year 2023.

Additionally, the City has created a capital projects reserve fund to offset the cost of future capital improvement projects and transition more capital projects to pay-as-you-go and rely less on pay-as-you-use. Pay-as-you-go means paying for capital projects out of current revenues or reserves and pay-as-you-use means borrowing funds to finance the projects.

Notwithstanding significant progress reducing the City's debt burden and associated tax levy, the City must continue to improve its above-average debt burden, which is the result of the capital demands placed on a fast-growing city. It has impacted the total property tax levy, with a higher than average debt service levy when compared to cities of similar size in Iowa and across the country. Fortunately, it has not had a significant impact on operations, as the general fund levy of \$6.1533 per \$1,000 of taxable property valuation remains the lowest of any sizable city in Polk County and significantly below the \$8.10 statutory cap.

Several highlights of the debt service budget include:

- Decrease in the debt service levy from \$3.20 to \$3.05 per \$1,000 of taxable property valuation.
- Reduction in borrowing for capital projects through the use of road use tax funds.
- Reduction in utilization of the constitutional debt limit.

Future Budget Challenges

Future budget challenges including the following:

- The continued impact of COVID-19 and its disruption on the economy.
- Increased costs due to inflation and supply chain issues for vehicles, equipment and materials will negatively impact the cost of capital improvement projects.
- On December 31, 2021, the City entered into a letter of agreement with the Des Moines Airport Authority to contribute \$2,020,650 in monetary support over six years for the new \$530 million Des Moines Airport terminal. The City's contribution will leverage additional funding from several partners, including federal, state and local governments to advance the project.
- Senate File 619, approved in 2021, included a provision to phase out commercial and industrial tax replacement claims, known as backfill, in either five or eight years depending on valuation growth. Cities, including Ankeny, with more growth than the statewide average of 31.24% from 2014-2021 will see the reduction of backfill over five years, beginning in fiscal year 2023.

The following table shows the annual commercial and industrial replacement revenue, across all funds for the five-year period. The annual loss of revenue is \$213,898, a tax rate equivalent of 4.8 cents.

Fund	FY 2022 Backfill	FY 2023 Backfill	FY 2024 Backfill	FY 2025 Backfill	FY 2026 Backfill
General	\$650,888	\$531,615	\$399,506	\$268,052	\$134,157
Police & Fire Retirement	57,740	46,411	34,878	23,401	11,712
Debt Service	360,860	277,565	207,310	136,342	68,028
Total	\$1,069,489	\$855,591	\$641,693	\$427,796	\$213,898

- During the 2021 legislative session, legislation was signed into law that included new elderly tax credits for property owners who reach 70 years of age and earn less than 200% of the federal poverty level. Unlike existing credits that are paid for by the State pursuant to Chapter 25 of the Iowa Code, the new credit was exempted from provisions of Chapter 25, meaning the associated revenue losses will be absorbed by local governments. The City's revenue losses are unknown, but will grow over time.
- The residential rollback is estimated to increase from 54.13% to 55.43% in fiscal year 2024. Because 70.18% of taxable property valuation in the City is residential, changes in the residential rollback can have a significant impact on property tax revenues.
- The multi-residential rollback will decrease from 63.75% to an estimated 55.43% in fiscal year 2024; there is no backfill for this future loss of tax revenues. The multi-residential class of property will be eliminated in fiscal year 2024 as the rollback equals that of residential property. Such properties will move to the residential property class. Multi-residential property is a much smaller percentage of the property class mix at 2.03%, but has been increasing with the construction of both traditional multi-family projects and numerous assisted living facilities.

- Additional investment will be required in each of our utility operations. A combination of capital needs and other factors such as wholesale water rate increases planned by Des Moines Water Works create a challenge from a budget perspective. When the overall cost of city services is considered, these impacts will be moderate as the City's efforts to manage costs and reduce debt continue to result in the ability to maintain and improve services without significant increases. That said, in specific years, individual rate considerations, particularly for water, could be outside the norm based on the City's operating and capital needs in a given year, and impacts related to Des Moines Water Works' review of cost-of-service allocations to its wholesale customers and/or the timing of implementation of a new regionally governed organization, tentatively called Central Iowa Water Works.
- As growth continues, call volumes and travel times for emergency response will require the construction of Fire Station No. 4 in the northwest quadrant. The 2022-2026 Capital Improvement Program includes property acquisition in 2022, design in 2024 and construction in 2025. This timeline will require fully staffing and equipping the new station in fiscal year 2026, although the City is planning a phased approach to staffing the new station beginning with three new firefighter/paramedics in fiscal year 2023.
- The City will also continue to face pressure to increase staffing levels, across-the-board generally and in public safety operations specifically. A tight labor market will make it particularly important to maintain a laser focus on retention and recruitment of a highly qualified workforce.
- The Polk County Sheriff's Office manages the Public Safety Emergency Dispatch Communication Centers on behalf of 31 agencies, including the Ankeny Police and Fire Departments. The 28E Agreement approved in September 2019 extends the dispatch services agreement to June 30, 2030, but requires a financial commitment of approximately \$337,000 for the first time beginning on July 1, 2024. The agreement provided new mobile radios, portable radios and communications tower for enhanced coverage.

Summary of Changes from Recommended to Adopted Budget

Following budget workshops on the operating funds (general, road use tax and police and fire retirement funds) on February 14, 2022, the hotel/motel fund and business type activities/enterprise funds (solid waste, water, sewer and storm water funds) on February 28, 2022, and the requisite public hearings, the City Council adopted the Fiscal Year 2023 Budget on March 21, 2022. There were no changes from the City Manager's recommended budget, which was informed by and reflected the strategic plan and various plans, studies, policies and service level priorities of the City, to the adopted budget.

Accomplishments in Financial Management

The Government Finance Officers Association of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2020. This was the 19th 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 satisfies both generally accepted accounting principles and applicable legal requirements.

The Government Finance Officers Association of the United States and Canada also awarded a Distinguished Budget Presentation Award to the City for its annual budget document for the fiscal year beginning July 1, 2021. This represents the 23rd consecutive year the City has earned this award. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

On April 23, 2021, Moody's Investors Service completed its annual review of the City's credit and affirmed an underlying rating of Aa1 to the City's general obligation bonds. Aa1 is the second-highest score that Moody's assigns to long-term debt and the credit is judged to be high quality with minimal credit risk.

Conclusion and Acknowledgements

Since the COVID-19 pandemic began more than two years ago, there have been numerous challenges presented to the community and our city organization. I continue to be proud of the City's ability to adapt and be resilient in these times of significant challenge. The Ankeny Team remains committed to maintaining the City's financial strength—and building on those strengths—as it looks to the future and the long-term success of the organization.

I wish to thank all of the department directors for their collaborative efforts in developing this budget. A special note of thanks goes to Mike Schrock, Assistant City Manager, Jennifer Sease, Administrative Services Director and Nick Osborne, Assistant to the City Manager for their dedicated efforts in the planning and development of this budget document.

I would also like to thank the Mayor and City Council for their continued support as we work together to manage the financial operations of the City in a responsible and progressive manner.

Respectfully Submitted,



David A. Jones
City Manager

BUDGET SUMMARY

Basis of Accounting and Budget

The City prepares its budget for all funds on a cash basis, while the City's Annual Comprehensive Financial Report (ACFR) shows the status of the City's finances on the basis of Generally Accepted Accounting Principles (GAAP). The primary differences between the ACFR and the budget are the recognition of debt issuance and debt service principal payments, the recognition of depreciation expense and the treatment of capital outlay. Under GAAP standards, the City is required to use a modified accrual basis of accounting for governmental funds, while proprietary funds are required to use full accrual. Under the cash basis method of accounting, expenditures are recognized when cash is disbursed and revenues are recognized when cash is received.

Cash Basis – A basis of accounting in which income is recorded when cash is received and expenses are recorded when cash is paid out.

Modified Accrual Basis – A basis of accounting in which revenues are recognized in the period they become available and measurable and expenditures are recognized in the period the associated liability is incurred.

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 fund types

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.

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.

Debt Service Fund accounts for the servicing of general long-term debt not being financed by proprietary funds.

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.

The City has the following major governmental funds:

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.

Road Use Tax Fund, a special revenue fund, accounts for revenue sharing from state taxes related to transportation.

Tax Increment Financing Fund, a special revenue fund, accounts for taxes collected on the incremental increase in property value located within designated urban renewal areas and are to be used for activities within those areas.

Debt Service Fund accounts for the servicing of general long-term debt not being financed by proprietary funds.

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 fund types

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.

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 has the following major enterprise funds:

Water Fund accounts for the operation and maintenance of municipal water infrastructure including towers, pumps, wells, pipes and the provision of water to the City.

Sewer Fund accounts for the operation and maintenance of the sanitary sewer collection system and its related sewer infrastructure.

Storm Water Fund accounts for the City's storm water utility including activities related to public education, street cleaning, drainage improvements and regulatory compliance.

Expenditures are classified by function. The term function refers to the major program areas identified by Iowa Administrative Code, Section 545–2.1. Standardized classification provides information on the purposes or objectives of expenditures. The program functions and samples of expenditures include:

Public Safety includes police, school crossing guards, animal control, emergency preparedness, fire, emergency medical services and code enforcement.

Health and Social Services includes special populations.

Culture and Recreation includes library, parks, recreation, community centers, aquatic centers, sports complexes and cemetery.

Public Works includes street lighting, roadway administration and maintenance, snow and ice control, traffic safety and aviation authority.

Community and Economic Development includes housing authority, development engineering, community development and economic development.

General Government includes communications, mayor and city council, human resources, city manager, city clerk, finance, information technology and city hall building.

Debt Service includes the debt service fund.

Business Type Activities/Enterprise includes all enterprise funds and internal service funds. Enterprise funds include solid waste, water, sewer, storm water and golf course. Internal service funds include central garage, risk management, health insurance, sustainability revolving loan, economic development revolving loan and equipment reserve.

Capital Projects includes special assessments and capital projects funds.

These fund types are then categorized as budgeted or unbudgeted funds. Funds are considered budgeted if the City is required to certify their expenditures with the State of Iowa. All governmental and proprietary funds must be budgeted. Internal service funds and agency funds are not certified with the State and are unbudgeted.

Financial Policies

Adopted: January 18, 2016; reviewed annually

The summarized financial policies are presented in the following categories: revenue policies, operating expenditure policies, reserves and contingencies, capital improvement planning, debt management policies and financial reporting and accounting. A complete copy of the financial policies can be found on the City's website at www.ankenyiowa.gov/our-city/departments/finance/financial-policies-and-procedures.

Revenue Policies

1. A diversified, yet stable, revenue system will be employed to protect the City from possible short-term fluctuations in any of its revenue sources.
2. A continuous effort will be made to obtain new revenue sources, such as local option sales tax, in order to maintain a balanced budget and to reduce the reliance on property tax as a major source of funding.
3. Through community and economic development, a broader tax base will be pursued to increase tax revenue and help reduce annual fluctuation in the property tax rate.
4. For budgetary purposes, revenue will be projected on a two-year basis. Revenue receipts will be monitored monthly to ensure that revenue projection goals are being met.
5. No less than 40% of the incremental value from all urban renewal districts combined will continue to be released to all taxing jurisdictions.

Operating Expenditure Policies

1. Expenditure projections for a two-year period will be developed on an annual basis. Projections should include estimates of anticipated operating costs for programmed capital improvement projects, equipment and capital facilities replacement and maintenance schedules.
2. Current expenditures should be paid with current revenues or excess cash reserves.
3. Current expenditures should not be balanced by postponing needed expenditures, accruing future revenues, issuing short term debt, or paying for routine operating costs out of minimum cash reserves.
4. The operating budget should provide for adequate maintenance of capital assets and equipment and provide for their orderly replacement.
5. All retirement systems should be financed in an actuarially sound manner in accordance with state law to achieve the goal of systematically funding future liabilities.
6. The City will encourage the provision of services through the private sector and other public agencies whenever and wherever greater efficiency and effectiveness can be achieved.
7. The City will maintain risk management and safety programs to reduce costs and minimize losses.

Reserves and Contingencies

1. A positive cash balance should be shown in the general fund at the end of the fiscal year. At a minimum, the balance should be 25% of general fund appropriations for the succeeding fiscal year in order to provide adequate cash flow and emergency cash funding.
2. Restricted cash reserves should not be used to finance routine operating expenses that exceed budgeted levels.
3. Cash reserves should not be used to finance capital projects, unless those reserves were specifically earmarked for a project.

4. Revenues will equal or exceed expenditures for each budget year unless there are funds available in excess of the cash reserves requirements. Excess cash reserves may be used to balance revenues and expenditures as long as the minimum cash reserve requirements are met.
5. Short-term borrowing, such as tax anticipation notes, in order to meet the preceding reserves and contingencies requirements is prohibited.
6. The City's annual budget is considered balanced if the cash reserves requirements, the working capital requirements and the revenue and expenditure requirements have been met.
7. The City will assemble sufficient cash reserves in operating funds for working capital so that short term cash flow financing is not required. The cash reserve will be no less than 25% of the next year's operating budget, the same level as required for the general fund. Operating funds are defined as the general, road use tax, employee benefits and enterprise funds.
8. Short-term borrowing, such as tax anticipation notes, in order to meet the preceding working capital requirements is prohibited.

Capital Improvement Planning

1. The City should prepare and annually update a five-year capital improvement program. This program should identify future capital project expenditures made necessary by anticipated changes in population, infrastructure replacement and extension, economic base and/or land use.
2. The operating and maintenance cost of a proposed capital improvement shall be calculated to determine a "true cost" of each improvement and assist in programming of future overall revenue requirements of the City.
3. The capital improvement program will include the costs, timing and sources of funding and the estimated impact of future revenue requirements for each project. These calculations shall reflect adjustments for inflation.
4. The capital improvement program should maintain the City's assets at a level adequate to protect the City's capital investments, minimize future maintenance and replacement costs and provide for an adequate level of service.
5. The City's annual capital improvement program budget should be based on the five-year capital improvement program. The budget will include final calculations of revenue sources and related impacts on future availability of revenue for additional projects.
6. The annual expenditures identified in the capital improvement program should be fully funded from financial resources that are anticipated to be current and available.
7. Grants and similar forms of intergovernmental assistance should be used to finance only those projects identified in the capital improvement program or other planning documents as the community needs.
8. A fiscal impact analysis should be performed on all projects for which the City's financial participation is requested by the private sector. This analysis should identify anticipated direct and indirect public costs and revenues associated with the proposed project.

Debt Management Policies

1. Long-term borrowing shall be limited to capital improvement projects that cannot be financed from current revenues and to capital equipment with a useful life of 20 years or greater and a purchase cost of \$250,000 or greater. Long-term debt shall not be used for current operations.
2. Any capital improvement projects or capital equipment financed through bonds should be financed for a period not to exceed the expected useful life of the project or equipment.
3. Total debt outstanding, including overlapping debt, will be considered when planning additional debt issuance.
4. The City's share of paving projects, including the cost of over-width or over-depth paving of major streets, should be financed with road use tax funds or other revenue sources when funds are appropriate and available.

5. The City's share of utility projects, including the cost of over-sizing of water, sewer and storm water mains, should be financed with utility funds and other revenue sources when funds are appropriate and available.
6. The use of general obligation bonds for projects does not dismiss the potential of pro rata payment for debt service by specifically benefited funds such as road use tax, tax increment financing, water, sewer or storm water.
7. Financing requirements will be reviewed annually. The timing for financing will be based upon the City's need for funds, market conditions and debt management policies.
8. The City will maintain good communications with bond rating agencies about its financial condition. The City will follow a policy of full disclosure on every financial report and bond prospectus.
9. Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered if and when there is a net economic benefit of the refunding or the refunding is essential in order to release restrictive bond covenants, which affect the operations and management of the City.
10. The City will annually review opportunities to convert projects historically utilizing pay-as-you-use financing (debt) to pay-as-you-go financing (cash) in an effort to reduce long-term debt.
11. Total general obligation indebtedness should not exceed 75% of the limit prescribed by State statute, which is currently 5% of actual property values within the City.

Financial Reporting and Accounting

1. The City should establish and maintain a high standard of accounting practices. To that end, the City will continue to use the latest edition of *Governmental Accounting, Auditing, and Financial Reporting (GAAFR)* as its source of generally accepted accounting principles (GAAP).
2. The City's relationship with its independent public accounting firm will be reviewed at a minimum every five years.
3. The City will maintain its budget and accounting system on a cash basis which will be the basis for all interim, internal and state reporting with the exception of the Annual Comprehensive Financial Report which will be produced in accordance with GAAP.
4. The City will adhere to a policy of full and open public disclosure of all financial activity and information.

Financial Policy Compliance

Ankeny maintains, regularly reviews and revises a complete set of Financial Policies to govern the overall financial management and health of the City. Several of the Financial Policies have a direct impact on the budget:

Financial Policy	Policy Purpose	Compliance
Revenue Policies	No less than 40% of the incremental value from all urban renewal district combined will continue to be released to all taxing jurisdictions. <i>FY 2023 Increment Released = 79.31%</i>	Yes
Reserves and Contingencies	The City's annual budget is considered balanced if the cash reserve requirements, the working capital requirements and the revenue and expenditures requirements have been met. <i>General = revenues + appropriated fund balance > expenditures</i> <i>Road Use Tax = revenues > expenditures</i> <i>Police and Fire Retirement = revenues + appropriated fund balance > expenditures</i> <i>Solid Waste = revenues > expenditures</i> <i>Water = revenues > expenditures</i> <i>Sewer = revenues + appropriated fund balance > expenditures</i> <i>Storm Water = revenues > expenditures</i> <i>Golf Course ≠ revenues + appropriated fund balance > expenditures</i>	No
Reserves and Contingencies	The City will assemble sufficient cash reserves in operating funds for working capital so that short term cash flow financing is not required. The cash reserve will be no less than 25% of the next year's operating budget, the same level as required for the general fund. Operating funds are defined as the general, road use tax, employee benefits and enterprise funds. <i>General = 58%</i> <i>Road Use Tax = 90%</i> <i>Police and Fire Retirement = 67%</i> <i>Solid Waste = 25%</i> <i>Water = 78%</i> <i>Sewer = 144%</i> <i>Storm Water = 65%</i> <i>Golf Course = 26%</i>	Yes
Debt Management Policies	Total general obligation indebtedness should not exceed 75% of the limit prescribed by State statute, which is currently 5% of actual property values within the City. <i>Projected FY 2023 Debt Limit = 29%</i>	Yes

Budget Process

Budget Preparation

The preparation of the City budget involves the interaction of City departments, boards and commissions, the Mayor and City Council, as well as, the general public. The budget process begins with a strategic planning retreat for the City Council. At this retreat, the Council develops policy statements for the upcoming budget year. Following the retreat, the City Manager initiates the preparation phase of the budget cycle for the upcoming fiscal year by issuing budget strategies and directives to department directors at the budget kick-off meeting.

The annual budget process is defined by the City Manager based on Council's overall strategies and organizational objectives. The annual budget process is not clearly defined in either the Iowa Code or the Ankeny Municipal Code. The Ankeny Municipal Code, Section 19.06 states that the City Manager is required to present an annual budget to the City Council, but does not provide any guidelines for its preparation. Iowa Code, Section 384.16 provides guidelines in regards to format, filing requirements and legal controls, but does not actually dictate the annual budget process. The fiscal year runs from July 1 to June 30.

The City uses a service budgeting approach to acquiring and allocating the resources necessary to deliver services to its citizens. Since the purpose of local government is to provide services to its constituency, it is logical to plan and evaluate the budget on a program or service-oriented basis. The service budgeting process allows for the comprehensive analysis of services by integrating program and line item budgeting.

The City Manager, Assistant City Manager and Administrative Services Director meet with each department to prepare the base budget. The base budget is comprised of ordinary and ongoing expenses necessary to provide the current level of services being offered. It does not include new personnel or equipment requests. The department directors prepare supplemental budget requests for their individual departments to request new personnel, equipment and service level increases. After the base and supplemental budgets are completed, they are combined for review. Following several months of review and revision, the City Manager submits a proposed 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. In addition to the current year and following year estimates, revenues and expenditures are estimated for the year after next. Estimates made for the year after next are not legally certified with the State but do serve as a financial planning tool.

The nine-month preparation process culminates in March. The City is required to hold a public hearing on the total maximum property dollars for the affected levy total and publish such notice not less than ten days nor more than twenty days before the hearing and post on the City website and social media accounts. Following the public hearing, a resolution must be adopted by affirmative vote of 2/3 of the City Council when the maximum property tax dollars under these levies exceed an amount determined under a prescribed formula. The City is then required to hold a public hearing on the proposed budget and publish such notice not less than ten days nor more than twenty days before such hearing. Following the required public hearing, the City Council must adopt by resolution the proposed budget. The budget must then be certified with the County Auditor and State Department of Management no later than March 31. If necessary, the current budget is amended at the same time. An operating budget, as well as a capital improvement program budget, is approved.

The operating portion of the budget is for the day-to-day costs associated with providing and maintaining the programs and services noted previously. The City also prepares a five-year capital improvement program which is available in a separate document. The capital improvement program includes the construction of infrastructure such as streets, parks, water and sewer systems, buildings and other public facilities. Each year management reviews the program and updates it as necessary. City Council then reviews the program and approves it by resolution. The first year of the program is adopted in the annual budget as the capital projects fund.

Amendment Process

An amendment may be necessary due to events and situations that are unanticipated and could cause the City's expenditures to exceed the State's legal level of control. The mandated legal level of control is referred to as the "program" level. As previously noted, the State defines nine "programs" which include public safety, health and social services, culture and recreation, public works, community and economic development, general government, debt service, business type activities/enterprise and capital projects. All of the City's activities, regardless of fund, are categorized into these "programs" and reported to the State. Combined expenditures in each program may not exceed certified appropriations. The City files at least one amendment each fiscal year and it is referred to in this document as the "revised" budget. The City Manager's Office subsequently monitors the budget to determine the need for additional amendments in order to refrain from exceeding the legal expenditure limits.

Iowa Code, Section 384.18 provides that a city budget for the current fiscal year may be amended for any of the following purposes.

- To permit the appropriation and expenditure of unexpected, unencumbered cash balances on hand at the end of the preceding fiscal year that had not been anticipated in the budget.
- To permit the appropriation and expenditure of amounts anticipated to be available from sources other than property taxation and which had not been anticipated in the budget.
- To permit transfers from the debt service fund, the capital improvements reserve fund, the emergency fund, or other funds established by state law, to any other city fund, unless specifically prohibited by state law.
- To permit transfers between programs within the general fund.

A budget amendment must be prepared in the same manner as the original budget, as provided in Iowa Code Section 384.16, and is subject to protest as provided in Iowa Code Section 384.19. A city budget shall be amended by May 31 of the current fiscal year to allow time for a protest hearing to be held and a decision rendered before June 30, if needed. The amendment of a budget after May 31, which is properly appealed but without adequate time for hearing and decision before June 30 is void.

Public Engagement

The following are tools used to communicate with the public. The City encourages the public to find them on each of these platforms and engage in two-way communications.

Public meetings – Find upcoming public meetings on the Calendar of Events at www.ankenyiowa.gov/our-city/city-calendar.

Email – Find staff email addresses at www.ankenyiowa.gov/our-city/connect-with-us.

Phone – Find department and staff contact numbers at www.ankenyiowa.gov/our-city/connect-with-us.

In person – Staff is located at the Albaugh Family Senior Community Center, Ankeny Kirkendall Public Library, City Hall, Fire Station No. 1, Police Department and Public Services Building.

Website – The City's website at www.ankenyiowa.gov is the primary mode of communication with the public.

Facebook – Find the City on Facebook at www.facebook.com/cityofankeny.

Twitter – Find the City on Twitter at www.twitter.com/cityofankeny.

Nextdoor – Find the City on Nextdoor at www.nextdoor.com/agency-detail/ia/ankeny/city-of-ankeny.

e-Updates – Stay informed of City news by receiving email notifications for event postings, meeting notices, news and more by subscribing to e-Updates at www.ankenyiowa.gov/residents/apply/email-notification.

Budget Calendar

<i>August</i>	> Staff Capital Improvement Program (CIP) kickoff meeting to review policies, distribute CIP manuals and schedule.
<i>September</i>	> Series of CIP meetings to develop long-term infrastructure strategies, coordinate large scope projects and discuss relationships between the CIP and Comprehensive Plan.
<i>October</i>	> Initial staff budget meeting to review fiscal policies and priorities, present special budget issues, distribute budget manuals and instruct staff on budget preparation process and schedule. > City Manager's Office reviews CIP project requests.
<i>November</i>	> The City Manager's Office develops base budget revenues and expenditures for each activity by fund in consultation with division personnel from each department. > Department directors submit supplemental request forms to the City Manager's Office. > City Council holds a CIP workshop to discuss projects and financing.
<i>December</i>	> Department directors submit budget memorandum and strategic plan worksheets to the City Manager's Office. > The City Manager's Office reviews budget memorandums, supplemental request forms and strategic plan worksheets to determine departmental budget issues and discussion items. > The City Manager's Office combines departmental base and supplemental budgets and prepares financial summaries. > Five-year financial projections are prepared for the operating funds for use in long-range planning and current year budget preparation. > City Council approves CIP.
<i>January</i>	> Department directors present to the City Council on their department's budget including successes, goals, significant issues, budget changes, capital equipment and staffing requests.
<i>February</i>	> City Council holds a budget workshop to discuss the operating funds. > City Council holds meeting to set public hearing on establishing the total maximum property tax dollars for the budget. > Notice of public hearing on establishing the total maximum property dollars is published. Notice is posted on City website and social media accounts. > City Council holds a budget workshop to discuss the hotel/motel tax and enterprise funds.
<i>March</i>	> Public hearing is held on establishing the total maximum property tax dollars for the budget and is approved by resolution. > City Council holds meeting to set public hearing on proposed budget and amendment of current budget. > Notice of public hearing on proposed budget and amendment of current budget is published. Budget is made available for public inspection at city hall and library. > A public information meeting is held to give an overview of the proposed budget to the public and provide an opportunity for feedback and questions. > Public hearing is held on proposed budget and amendment of the current budget and is adopted by resolution. > Amended and adopted budget are filed with County Auditor and State Department of Management.
<i>July</i>	> New fiscal year begins.

Fund/Program Matrix

Fund	Budget Program										Subject to Appropriation	Major Fund (>10%)	Page Number
	Public Safety	Health and Social Services	Culture and Recreation	Public Works	Community and Economic Development	General Government	Debt Service	Business Type Activities/Enterprise	Capital Projects	Non-Program			
General:													
General	✓	✓	✓	✓	✓	✓					✓	✓	69
Hotel/Motel Tax			✓								✓		142
Special Revenue:													
Fire Gift	✓										✓		146
Hawkeye Park Player Fees			✓								✓		147
Police Gift	✓										✓		148
Road Use Tax				✓							✓	✓	149
Police Seizure	✓										✓		160
Tax Increment Financing					✓						✓	✓	161
Police and Fire Retirement	✓										✓		163
Landfill Postclosure				✓							✓		165
Friends of the Ankeny Library			✓								✓		166
Park Dedication			✓								✓		167
Sports Complex Foundation			✓								✓		168
Ankeny Garden Club			✓								✓		169
Miracle Park			✓								✓		170
Dog Park			✓								✓		171
Civic Trust					✓						✓		172
Ankeny Community Foundation					✓						✓		174
Debt Service							✓				✓	✓	176
Enterprise:													
Solid Waste								✓			✓		195
Water								✓			✓	✓	197
Sewer								✓			✓	✓	215
Storm Water								✓			✓	✓	226
Golf Course								✓			✓		234
Capital Projects:													
Special Assessments									✓		✓		241
Capital Projects									✓		✓	✓	256
Internal Service:													
Central Garage										✓			267
Risk Management										✓			270
Health Insurance										✓			272
Sustainability Revolving Loan										✓			274
Economic Development Revolving Loan										✓			276
Equipment Reserve										✓			278

Budget Summaries by Fund

The City's accounts are organized on the basis of funds and each fund is considered to be a separate accounting entity. Budget summaries including all funds are shown here, with revenue and expenditure detail immediately following. In depth information for each fund can be found in the subsequent sections.

Fund Balance by Fund

Fund	Estimated Fund Balance July 1, 2022	Revenues*	Transfers In	Expenditures*	Transfers Out	Estimated Fund Balance June 30, 2023	Increase (Decrease) Fund Balance	Percentage Increase (Decrease)
General:								
General	\$ 26,793,448	\$ 40,956,624	\$ 1,372,600	\$ 41,972,911	\$ 1,458,850	\$ 25,690,911	\$ (1,102,537)	-4.11%
Hotel/Motel Tax	191,673	500	1,370,000	935,461	356,000	270,712	79,039	41.24%
Special Revenue:								
Fire Gift	27,733	17,000	-	14,000	-	30,733	3,000	10.82%
Hawkeye Park Player Fees	41,265	10,000	-	35,980	-	15,285	(25,980)	-62.96%
Police Gift	5,826	1,000	-	1,000	-	5,826	-	0.00%
Road Use Tax	7,403,467	8,602,706	-	7,494,861	1,417,583	7,093,729	(309,738)	-4.18%
Police Seizure	75,868	6,100	-	11,375	-	70,593	(5,275)	-6.95%
Tax Increment Financing	2,007,543	10,226,657	-	2,627,046	7,224,351	2,382,803	375,260	18.69%
Police and Fire Retirement	1,756,178	2,536,511	-	2,628,996	-	1,663,693	(92,485)	-5.27%
Landfill Postclosure	84,880	100	-	-	9,000	75,980	(8,900)	-10.49%
Friends of the Ankeny Library	78,019	30,100	-	30,000	-	78,119	100	0.13%
Park Dedication	524,538	600	-	-	80,000	445,138	(79,400)	-15.14%
Sports Complex Foundation	109,093	10,100	-	-	-	119,193	10,100	9.26%
Ankeny Garden Club	6,905	1,380	-	1,000	-	7,285	380	5.50%
Miracle Park	48,946	5,000	-	10,000	-	43,946	(5,000)	-10.22%
Dog Park	608	-	-	-	-	608	-	0.00%
Civic Trust	2,780,974	-	-	-	565,000	2,215,974	(565,000)	-20.32%
Ankeny Community Foundation	-	-	-	-	-	-	-	0.00%
Debt Service	1,764,070	15,014,022	9,176,906	24,277,332	-	1,677,666	(86,404)	-4.90%
Enterprise:								
Solid Waste	334,176	1,352,100	9,000	1,333,512	-	361,764	27,588	8.26%
Water	24,552,570	31,491,123	-	27,382,104	487,583	28,174,006	3,621,436	14.75%
Sewer	20,264,270	16,865,436	-	18,053,596	487,583	18,588,527	(1,675,743)	-8.27%
Storm Water	3,447,051	5,358,869	-	3,907,460	1,600,956	3,297,504	(149,547)	-4.34%
Golf Course	893,310	1,800,000	-	2,103,226	-	590,084	(303,226)	-33.94%
Capital Project:								
Special Assessments	-	-	-	-	-	-	-	0.00%
Capital Projects	32,130,837	14,789,858	2,040,000	25,152,561	281,600	23,526,534	(8,604,303)	-26.78%
Total Budgeted Funds	\$ 125,323,248	\$ 149,075,786	\$ 13,968,506	\$ 157,972,421	\$ 13,968,506	\$ 116,426,613	\$ (8,896,635)	-7.10%
Internal Service:								
Central Garage	\$ 582,887	\$ 1,460,196	\$ -	\$ 1,460,196	\$ -	\$ 582,887	\$ -	0.00%
Risk Management	1,027,136	1,244,000	-	1,244,000	-	1,027,136	-	0.00%
Health Insurance	6,151,418	4,975,000	-	5,344,000	-	5,782,418	(369,000)	-6.00%
Sustainability Revolving	28,464	619	-	-	-	29,083	619	2.17%
Economic Development Revolving	262,344	5,200	-	-	-	267,544	5,200	1.98%
Equipment Reserve	2,420,889	208,476	-	1,265,000	-	1,364,365	(1,056,524)	-43.64%
Total Unbudgeted Funds	\$ 10,473,138	\$ 7,893,491	\$ -	\$ 9,313,196	\$ -	\$ 9,053,433	\$ (1,419,705)	-13.56%
Total All Funds	\$ 135,796,386	\$ 156,969,277	\$ 13,968,506	\$ 167,285,617	\$ 13,968,506	\$ 125,480,046	\$ (10,316,340)	-7.60%

* - Includes interfund transactions.

Explanation of Changes in Fund Balance

Fund	Estimated Fund Balance July 1, 2022	Estimated Fund Balance June 30, 2023	Increase (Decrease) Fund Balance	Percentage Increase (Decrease)
Hotel/Motel Tax	\$ 191,673	\$ 270,712	\$ 79,039	41.24%
Fire Gift	27,733	30,733	3,000	10.82%
Hawkeye Park Player Fees	41,265	15,285	(25,980)	-62.96%
Tax Increment Financing	2,007,543	2,382,803	375,260	18.69%
Landfill Postclosure	84,880	75,980	(8,900)	-10.49%
Park Dedication	524,538	445,138	(79,400)	-15.14%
Miracle Park	48,946	43,946	(5,000)	-10.22%
Civic Trust	2,780,974	2,215,974	(565,000)	-20.32%
Water	24,552,570	28,174,006	3,621,436	14.75%
Golf Course	893,310	590,084	(303,226)	-33.94%
Capital Projects	32,130,837	23,526,534	(8,604,303)	-26.78%

Hotel/Motel Tax – The projected ending fund balance is \$270,712, an increase of \$79,039 or 41.24%. This is due to deferring the North Ankeny Boulevard Landscaping and Median Improvement project, as a result of decreased hotel/motel tax revenues. The remaining fund balance is set aside for future allocations to cultural and economic development opportunities.

Fire Gift – The ending fund balance is projected to increase \$3,000 or 10.82%, due to the annual pancake breakfast.

Hawkeye Park Player Fees – Fund balance at June 30, 2023, is projected to decrease \$25,980 or 62.96%. This decrease is related to addressing safety improvements at Hawkeye Park Sports Complex. The remaining fund balance is set aside for future improvements.

Tax Increment Financing – The projected ending fund balance is \$2,382,803, an increase of \$375,260, or 18.69%. The tax increment financing fund is a flow-through fund where the fund balance often fluctuates based on budgeted revenues and expenditures.

Landfill Postclosure – The fund balance is projected to decrease \$8,900, or 10.49%. The remaining fund balance is intended to cover John Deere Des Moines Works' share of the monitoring and testing costs through a transfer to the solid waste fund.

Park Dedication – The ending fund balance is expected to be \$445,138, a decrease of \$79,400 or 15.14% at June 30, 2023. Fund balance is being used for the annual park development program and the development of neighborhood parks.

Miracle Park – Fund balance at June 30, 2023, is projected to be \$43,946, a decrease of \$5,000 or 10.22%. Fund balance is being accumulated for future operations and maintenance costs.

Civic Trust – The ending fund balance of the civic trust fund is projected to be \$2,215,974, a decrease of \$565,000 or 20.32%. This large reduction is due to a capital contribution for the Des Moines Street Parks Development. The remaining fund balance is set aside for future improvements in Prairie Trail as outlined in the civic trust agreement.

Water – The estimated ending fund balance of the water fund at June 30, 2023, is \$28,174,006, an increase of \$3,621,436 or 14.75%. The unrestricted ending fund balance is \$17,045,716 or 127% of operating expenses. These levels are within the recommended ranges targeted by Moody's Investors Service and the municipal bond market.

Golf Course – The estimated ending fund balance of the golf course at June 30, 2023, is \$590,087, a decrease of \$303,226 or 33.94%. The profitability of the golf course is largely dependent on weather conditions and adequate fund balance is necessary to handle fluctuations in weather conditions.

Capital Projects – The estimated ending fund balance of the capital projects fund is \$23,526,534, a decrease of \$8,604,303 or 26.78%. The fund balance fluctuates based on the size of the capital improvement program and the timing of capital expenditures.

Fund Balance Summary by Fund

Fund	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
General:							
General	\$ 20,773,513	\$ 21,019,984	\$ 27,081,132	\$ 22,542,352	\$ 26,793,448	\$ 25,690,911	\$ 23,140,842
Hotel/Motel Tax	236,944	410,579	376,025	313,153	191,673	270,712	184,213
Special Revenue:							
Fire Gift	19,360	23,095	24,733	29,195	27,733	30,733	33,733
Hawkeye Park Player Fees	25,203	27,691	38,265	35,791	41,265	15,285	18,285
Police Gift	6,034	7,413	5,826	2,613	5,826	5,826	5,826
Road Use Tax	8,243,003	8,485,537	8,620,560	8,061,805	7,403,467	7,093,729	7,469,957
Police Seizure	66,405	77,363	79,268	75,863	75,868	70,593	69,693
Tax Increment Financing	2,051,638	2,295,327	2,023,248	2,114,319	2,007,543	2,382,803	2,496,064
Police and Fire Retirement	1,672,165	1,891,159	1,915,726	1,778,171	1,756,178	1,663,693	1,819,713
Landfill Postclosure	111,919	104,031	100,530	82,231	84,880	75,980	60,330
Friends of the Ankeny Library	46,819	68,317	82,919	68,817	78,019	78,119	78,219
Park Dedication	607,994	605,985	581,938	482,985	524,538	445,138	365,738
Sports Complex Foundation	71,488	81,636	97,993	102,136	109,093	119,193	129,293
Ankeny Garden Club	7,289	8,765	10,165	9,525	6,905	7,285	7,665
Miracle Park	57,667	47,054	50,946	37,754	48,946	43,946	38,946
Dog Park	5,250	5,693	275	193	608	608	608
Civic Trust	-	797,056	3,756,369	3,039,821	2,780,974	2,215,974	1,335,974
Ankeny Community Foundation	89,073	-	-	-	-	-	-
Debt Service	2,115,683	1,701,107	1,668,957	1,614,796	1,764,070	1,677,666	1,409,725
Enterprise:							
Solid Waste	223,804	422,497	267,455	312,429	334,176	361,764	381,869
Water	13,072,923	15,258,496	26,197,883	12,776,152	24,552,570	28,174,006	15,842,025
Sewer	14,354,255	16,034,749	19,853,100	10,316,513	20,264,270	18,588,527	22,251,503
Storm Water	972,287	1,173,721	2,897,384	1,432,682	3,447,051	3,297,504	4,939,798
Golf Course	563,956	490,040	806,980	319,280	893,310	590,084	178,150
Capital Project:							
Special Assessments	1,248,895	1,249,658	-	-	-	-	-
Capital Projects	68,492,059	56,531,613	41,188,467	36,204,977	32,130,837	23,526,534	23,475,284
Total Budgeted Funds	\$ 135,135,626	\$ 128,818,566	\$ 137,726,144	\$ 101,753,553	\$ 125,323,248	\$ 116,426,613	\$ 105,733,453
Internal Service:							
Central Garage	\$ 451,464	\$ 534,706	\$ 582,887	\$ 534,706	\$ 582,887	\$ 582,887	\$ 582,887
Risk Management	936,247	1,062,277	1,158,401	931,021	1,027,136	1,027,136	1,027,136
Health Insurance	4,528,008	5,638,981	6,455,292	4,659,648	6,151,418	5,782,418	5,393,418
Sustainability Revolving	21,500	24,928	27,128	28,473	28,464	29,083	29,083
Economic Development Revolving	219,671	231,577	250,044	262,877	262,344	267,544	270,344
Equipment Reserve	2,085,683	2,222,178	2,334,191	2,420,284	2,420,889	1,364,365	952,488
Total Unbudgeted Funds	\$ 8,242,573	\$ 9,714,647	\$ 10,807,943	\$ 8,837,009	\$ 10,473,138	\$ 9,053,433	\$ 8,255,356
Total All Funds	\$ 143,378,199	\$ 138,533,213	\$ 148,534,087	\$ 110,590,562	\$ 135,796,386	\$ 125,480,046	\$ 113,988,809

Revenue Summary by Fund

Fund	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
General:							
General	\$ 33,773,240	\$ 34,914,489	\$ 38,335,983	\$ 37,684,219	\$ 38,497,839	\$ 40,956,624	\$ 42,445,881
Hotel/Motel Tax	34,038	34,170	29,539	3,000	2,500	500	500
Special Revenue:							
Fire Gift	20,696	11,713	1,638	17,000	10,000	17,000	17,000
Hawkeye Park Player Fees	13,200	5,159	10,574	12,000	10,000	10,000	10,000
Police Gift	1,617	3,414	2,962	-	2,000	1,000	1,000
Road Use Tax	7,053,282	7,017,938	8,209,310	8,732,000	8,318,997	8,602,706	8,670,593
Police Seizure	1,738	11,908	2,329	6,200	13,300	6,100	6,100
Tax Increment Financing	7,599,888	8,692,250	8,780,810	9,110,301	8,992,846	10,226,657	10,232,776
Police and Fire Retirement	2,063,421	2,215,675	2,252,963	2,389,713	2,379,710	2,536,511	2,648,338
Landfill Postclosure	1,631	1,697	377	300	100	100	100
Friends of the Ankeny Library	33,176	39,355	50,233	20,200	34,100	30,100	30,100
Park Dedication	34,218	47,991	55,953	1,000	22,600	600	600
Sports Complex Foundation	10,986	10,148	16,357	10,200	11,100	10,100	10,100
Ankeny Garden Club	1,492	1,476	1,453	1,380	1,380	1,380	1,380
Miracle Park	10,090	6,009	3,892	5,600	8,000	5,000	5,000
Dog Park	1,478	443	14	-	333	-	-
Civic Trust	2,696,849	3,352,859	3,959,313	181,766	29,605	-	-
Ankeny Community Foundation	51,676	2,010	-	-	-	-	-
Debt Service	13,723,234	21,518,116	30,929,862	14,608,879	29,293,528	15,014,022	15,596,162
Enterprise:							
Solid Waste	781,431	969,245	1,033,265	1,176,500	1,364,872	1,352,100	1,454,100
Water	13,588,695	14,515,675	20,927,506	17,113,148	27,512,415	31,491,123	24,354,749
Sewer	16,009,068	16,941,429	18,881,394	15,778,006	17,614,187	16,865,436	17,029,990
Storm Water	2,368,723	2,464,814	3,244,596	3,247,060	4,780,572	5,358,869	8,564,490
Golf Course	1,655,149	1,369,034	1,808,499	1,725,000	2,004,000	1,800,000	1,822,000
Capital Project:							
Special Assessments	184,012	763	30,128	-	-	-	-
Capital Projects	32,371,795	18,237,290	18,139,504	28,572,310	25,470,233	14,789,858	15,600,000
Total Budgeted Revenues	\$ 134,084,823	\$ 132,385,070	\$ 156,708,454	\$ 140,395,782	\$ 166,374,217	\$ 149,075,786	\$ 148,500,959
Internal Service:							
Central Garage	\$ 1,144,857	\$ 1,077,219	\$ 1,052,223	\$ 1,194,027	\$ 1,379,813	\$ 1,460,196	\$ 1,507,145
Risk Management	1,138,237	1,465,472	1,850,530	1,054,000	1,980,000	1,244,000	1,298,000
Health Insurance	4,693,201	4,728,664	4,695,875	4,851,000	4,791,126	4,975,000	5,224,000
Sustainability Revolving	3,353	3,428	2,200	1,336	1,336	619	-
Economic Development Revolving	41,417	29,156	18,467	12,800	12,300	5,200	2,800
Equipment Reserve	223,208	166,018	159,888	138,603	135,060	208,476	388,123
Total Unbudgeted Revenues	\$ 7,244,273	\$ 7,469,957	\$ 7,779,183	\$ 7,251,766	\$ 8,299,635	\$ 7,893,491	\$ 8,420,068
Total All Revenues*	\$ 141,329,096	\$ 139,855,027	\$ 164,487,637	\$ 147,647,548	\$ 174,673,852	\$ 156,969,277	\$ 156,921,027

* - Includes interfund transactions.

Expenditure Summary by Fund

Fund	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
General:							
General	\$ 28,342,922	\$ 30,172,861	\$ 31,625,929	\$ 37,898,857	\$ 38,096,673	\$ 41,972,911	\$ 44,559,350
Hotel/Motel Tax	965,221	872,443	488,399	794,072	913,852	935,461	971,749
Special Revenue:							
Fire Gift	34,968	7,978	-	14,000	7,000	14,000	14,000
Hawkeye Park Player Fees	-	2,671	-	7,000	7,000	35,980	7,000
Police Gift	-	2,035	4,549	-	2,000	1,000	1,000
Road Use Tax	5,376,494	5,635,404	6,185,704	6,988,189	7,402,090	7,494,861	7,846,615
Police Seizure	16,256	950	424	7,000	16,700	11,375	7,000
Tax Increment Financing	1,518,859	1,816,765	1,671,477	1,997,804	1,974,910	2,627,046	2,832,334
Police and Fire Retirement	1,920,539	1,996,681	2,228,396	2,574,375	2,539,258	2,628,996	2,492,318
Landfill Postclosure	-	-	-	-	-	-	-
Friends of the Ankeny Library	21,994	17,857	35,631	20,000	39,000	30,000	30,000
Park Dedication	-	-	-	-	-	-	-
Sports Complex Foundation	-	-	-	-	-	-	-
Ankeny Garden Club	-	-	53	1,000	4,640	1,000	1,000
Miracle Park	3,030	16,812	-	10,000	10,000	10,000	10,000
Dog Park	-	-	5,432	-	-	-	-
Civic Trust	25	-	-	-	-	-	-
Ankeny Community Foundation	8,457	90,893	-	-	-	-	-
Debt Service	21,808,417	30,666,303	40,288,141	23,630,465	38,022,650	24,277,332	25,331,692
Enterprise:							
Solid Waste	755,619	780,137	1,192,185	1,158,029	1,313,901	1,333,512	1,449,745
Water	10,172,739	11,437,581	15,401,079	20,917,773	28,868,728	27,382,104	36,198,980
Sewer	13,102,520	13,594,741	18,023,895	13,308,150	16,914,017	18,053,596	12,879,264
Storm Water	633,822	612,974	1,170,488	933,207	2,794,161	3,907,460	5,090,638
Golf Course	1,584,247	1,442,950	1,491,559	1,818,932	1,917,670	2,103,226	2,233,934
Capital Project:							
Special Assessments	-	-	-	-	-	-	-
Capital Projects	32,850,122	39,534,094	27,987,535	37,757,069	37,932,863	25,152,561	17,237,500
Total Budgeted Expenditures	\$ 119,116,251	\$ 138,702,130	\$ 147,800,876	\$ 149,835,922	\$ 178,777,113	\$ 157,972,421	\$ 159,194,119
Internal Service:							
Central Garage	\$ 1,121,666	\$ 993,977	\$ 1,004,042	\$ 1,194,027	\$ 1,379,813	\$ 1,460,196	\$ 1,507,145
Risk Management	1,151,094	1,339,442	1,754,406	1,054,000	2,111,265	1,244,000	1,298,000
Health Insurance	3,403,726	3,617,691	3,879,564	5,388,000	5,095,000	5,344,000	5,613,000
Sustainability Revolving	-	-	-	-	-	-	-
Economic Development Revolving	26,000	17,250	-	-	-	-	-
Equipment Reserve	27,943	29,523	47,875	52,500	48,362	1,265,000	800,000
Total Unbudgeted Expenditures	\$ 5,730,429	\$ 5,997,883	\$ 6,685,887	\$ 7,688,527	\$ 8,634,440	\$ 9,313,196	\$ 9,218,145
Total All Expenditures*	\$ 124,846,680	\$ 144,700,013	\$ 154,486,763	\$ 157,524,449	\$ 187,411,553	\$ 167,285,617	\$ 168,412,264

* - Includes interfund transactions.

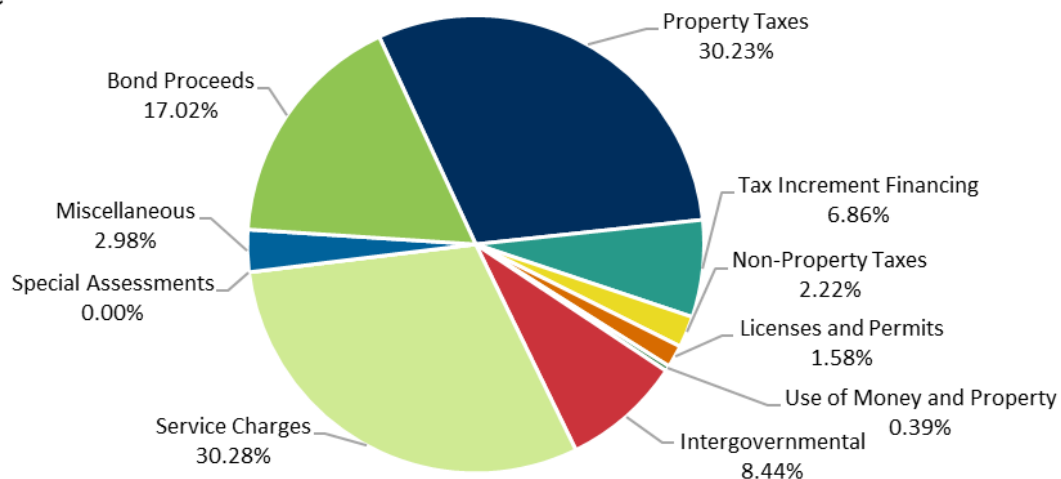
Major Revenue Sources

The City has ten separate revenue sources, or categories, for budgeting revenues. They are property taxes, tax increment financing, non-property taxes, licenses and permits, use of money and property, intergovernmental, service charges, special assessments, miscellaneous and bond proceeds. All revenues within the City's budget are categorized as one of these types. Each source is comprised of many individual revenue sources that vary greatly in how they are derived and how they change. Budgeted revenues for fiscal year 2023 total \$149,075,786.

Revenue Summary by Source

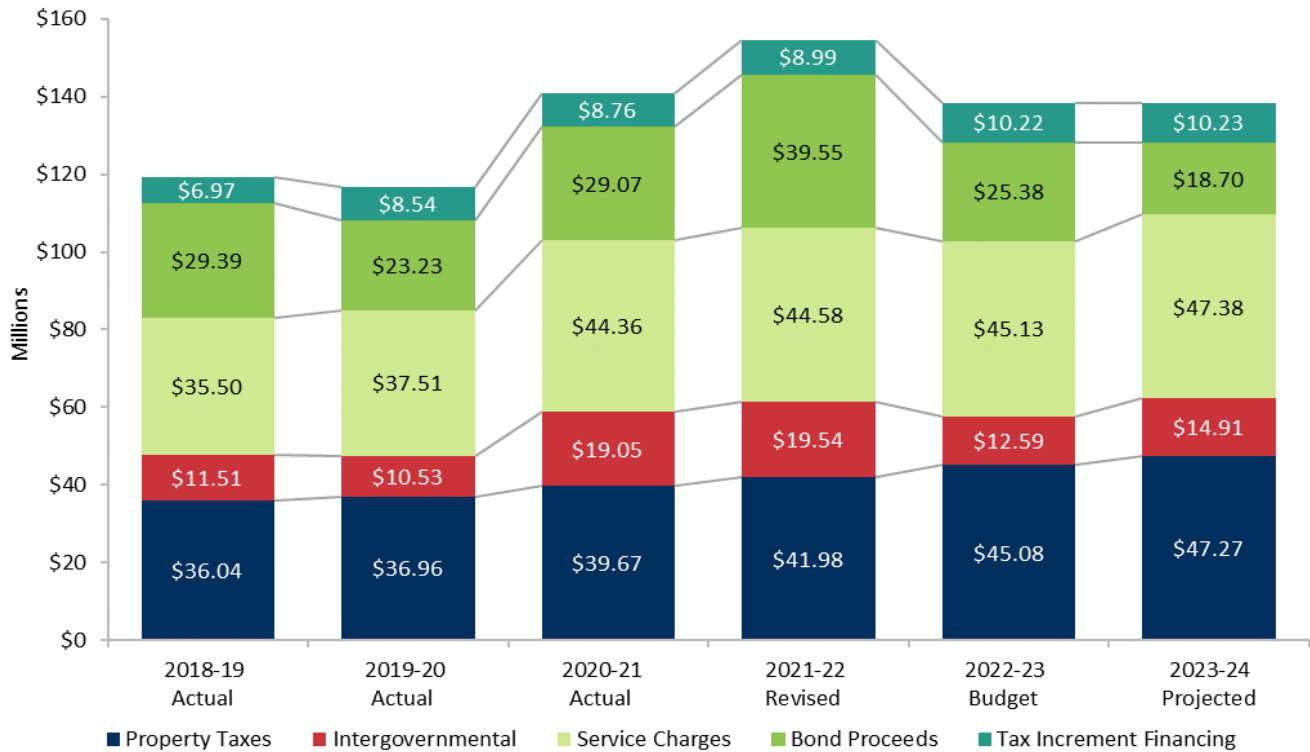
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Budgeted Revenues:							
Property Taxes	\$ 36,038,356	\$ 36,957,153	\$ 39,669,218	\$ 41,979,358	\$ 41,979,358	\$ 45,079,675	\$ 47,272,523
Tax Increment Financing	6,966,857	8,544,191	8,761,953	9,093,301	8,987,846	10,221,657	10,227,776
Non-Property Taxes	3,374,829	3,187,967	2,737,727	3,032,520	3,117,520	3,308,624	3,412,294
Licenses and Permits	2,102,483	2,451,722	3,200,620	2,459,600	2,478,600	2,348,600	2,239,600
Use of Money and Property	2,465,277	3,427,449	1,107,197	1,022,510	766,210	577,257	630,698
Intergovernmental	11,511,415	10,531,596	19,054,337	16,839,245	19,540,413	12,587,816	14,911,010
Service Charges	35,499,327	37,514,132	44,356,107	40,486,180	44,582,319	45,133,806	47,378,435
Special Assessments	184,554	993	30,128	500	-	-	-
Miscellaneous	6,550,755	6,543,424	8,722,372	5,471,568	5,368,276	4,439,466	3,730,623
Bond Proceeds	29,390,970	23,226,443	29,068,795	20,011,000	39,553,675	25,378,885	18,698,000
Total Budgeted Revenues	\$ 134,084,823	\$ 132,385,070	\$ 156,708,454	\$ 140,395,782	\$ 166,374,217	\$ 149,075,786	\$ 148,500,959
Unbudgeted Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money and Property	102,514	119,217	35,694	27,700	9,600	9,600	9,600
Intergovernmental	39,948	390,150	657,000	-	775,000	-	-
Service Charges	6,876,432	6,831,360	6,770,756	7,104,966	7,338,809	7,764,891	8,290,868
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	225,379	129,230	315,733	119,100	176,226	119,000	119,600
Total Unbudgeted Revenues	\$ 7,244,273	\$ 7,469,957	\$ 7,779,183	\$ 7,251,766	\$ 8,299,635	\$ 7,893,491	\$ 8,420,068
Total All Revenues	\$ 141,329,096	\$ 139,855,027	\$ 164,487,637	\$ 147,647,548	\$ 174,673,852	\$ 156,969,277	\$ 156,921,027

Revenue by Source



This chart represents the trends for five of the largest revenue sources. These revenue sources represent 92.83% of the City's budgeted revenues. Additional trends for specific revenues can be found in the individual fund summaries.

Major Revenue Sources



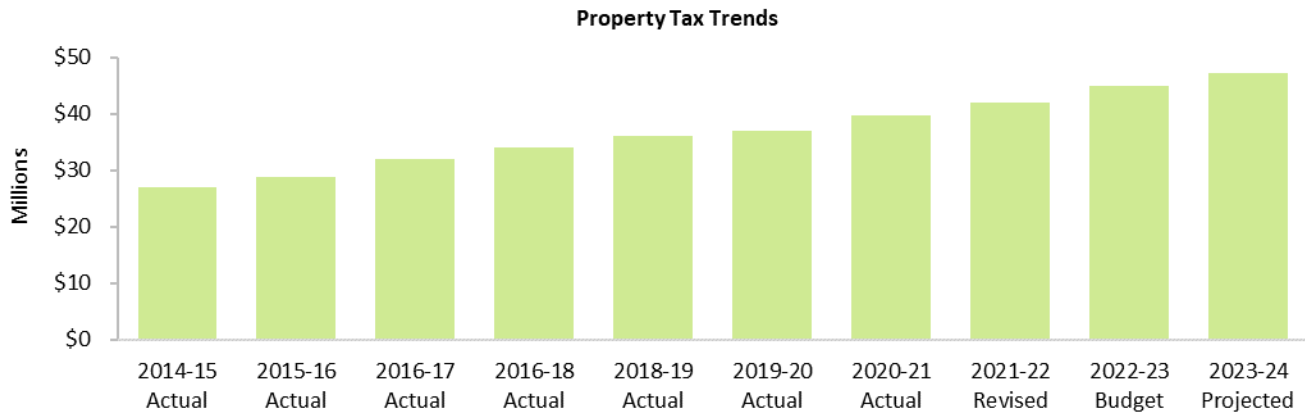
Revenue estimates are prepared by the City Manager's Office. The method used to estimate revenues varies depending upon the revenue source and the individual revenues that make up that source. For instance, property taxes are estimated using current taxable property values provided by Polk County and the expected levy rate. Road use tax estimates are provided by the Iowa Department of Transportation. Rental revenues are estimated based on contracts in place, and interest income revenues are estimated using current investment levels and expected maturities. Revenues such as service charges and permit revenues are estimated based on a combination of factors such as history, rate changes and future activity estimates. Revenues are estimated to the detail level – not just to the category level – using many factors and variables in order to provide the most accurate revenue estimates as possible.

The following is a general summary of each revenue source, some of the individual revenues that make up that source, the trends that have been associated with these revenues and what is anticipated for the next fiscal year.

Property Taxes – Property taxes are one of the primary funding sources for the City's general government operations and account for 30.23% of the City's total revenues and 68.39% of general fund revenues. Total property taxes levied are estimated to increase 7.39% in fiscal year 2023. This is due to regular taxable property valuation growth of 7.90% and debt service taxable property valuation growth of 8.33%. The following rollback changes impact this percentage increase, along with a decrease in the total property tax levy from \$9.95 to \$9.90 per \$1,000 of taxable property valuation:

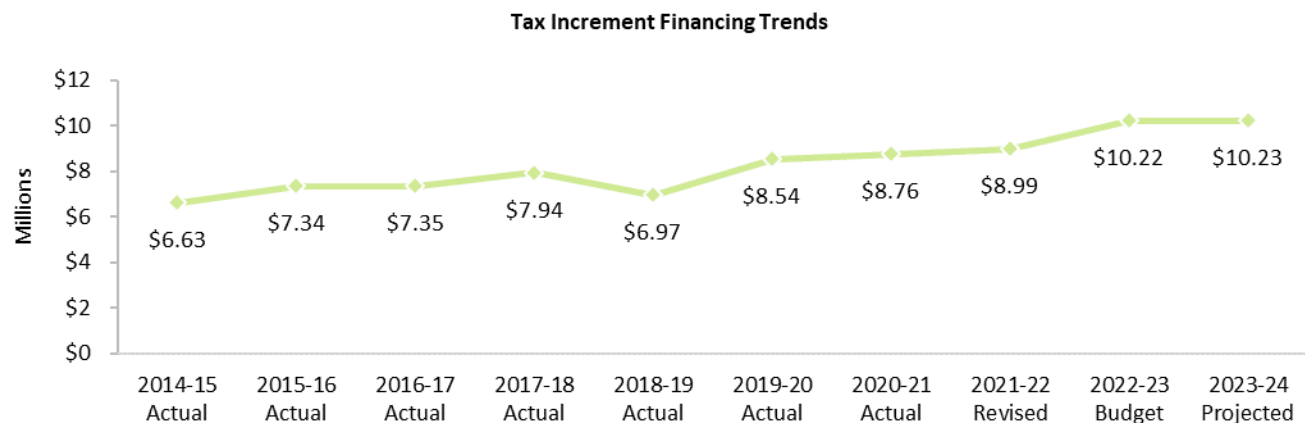
- Decrease in residential rollback from 56.41% to 54.13%.
- No change in commercial, industrial and railroads rollback at 90%.
- Decrease in multi-residential rollback from 67.50% to 63.75%.
- Increase in agricultural rollback from 84.03% to 89.04%
- Increase in utility rollback from 98.55% to 100%.

Each year Polk County provides the City with the assessed and taxable property values within the City's jurisdiction. The City's property tax rate is approved by the City Council and is applied to the taxable property values. This calculation provides the City with its estimated property tax revenues for the following year. Property taxes are levied in the general, police and fire retirement and debt service funds.



Tax Increment Financing – Tax increment financing revenue is property taxes levied on the incremental valuation in an urban renewal area created for the purposes of addressing slum or blight or promoting economic development. These revenues provide incentives for companies to locate or expand or finance infrastructure construction in the area and account for 6.86% of the City's total revenues. Each year the City certifies its tax increment revenue requirements with Polk County. Once the filing has been made, the Polk County Auditor estimates the following year's tax increment financing tax rate and determines the value of available increment that must be reserved to provide the level of requested revenue.

The urban renewal areas experienced an increase in incremental value of 11.67% for fiscal year 2023 due to property valuation growth. However, the City's reservation of increment increased 14.15%, in turn increasing estimated tax increment revenues by 13.73%. Of the total taxable increment within the urban renewal areas, the percentage of tax increment valuation being released to all jurisdictions is 79.31%. Tax increment revenues are accounted for in the tax increment financing fund.



Non-Property Taxes – Non-property taxes are taxes on services, transactions or goods other than property. These include hotel/motel taxes, cable TV franchise taxes, mobile home taxes, utility excise taxes and utility franchise taxes which account for 2.22% of the City's total revenues.

Non-property taxes are used to support general operations and are accounted for in the general fund with hotel/motel taxes being transferred to, and accounted for separately in, the hotel/motel tax fund. Revenue from non-property taxes is estimated to increase 6.13%, primarily due to the recovery of hotel/motel tax revenues. Hotel/motel taxes are budgeted at 85% of pre-pandemic levels in fiscal year 2023 and increasing to 90% in fiscal year 2024.

Licenses and Permits – Licenses and permits are used by the City as a means of monitoring certain activities in order to help protect residents. These activities include the sale of alcohol, building construction, garbage hauling, sale of cigarettes, door-to-door soliciting, pet licensing, etc. The revenues generated by licenses and permits help offset the cost of monitoring these activities. License and permit fees account for 1.58% of the City’s total revenues and are projected to decrease by \$130,000, or 5.24%, in fiscal year 2023 due to permit revenues. For budgetary purposes, it is assumed that permit activity will moderate to approximately 95% of the revised fiscal year 2022 budget after record numbers the last several years. These revenues are primarily accounted for in the general fund.

Use of Money and Property – This is income that the City receives from renting, leasing or loaning its property to others. It is what may be called “passive” income. Revenues include interest income, park shelter rentals, community center rentals, aquatic center rentals and other rentals and commissions that in total account for 0.39% of the City’s total revenues. These revenue sources are projected to decrease by \$188,953, or 24.66%. The decrease is due to the uncertain interest rate environment and one-time beverage agreement commission in fiscal year 2022. All other revenue sources are expected to remain stable. Use of money and property revenues are earned in most funds.

Intergovernmental – Intergovernmental revenue is monies received from other governments such as the federal government, State of Iowa, Polk County or townships in the form of grants, revenue sharing or cost sharing arrangements. Intergovernmental revenues account for 8.44% of the City’s total revenues. In fiscal year 2023, intergovernmental revenue is expected to decrease \$6,952,597 or 35.58%, due to a combination of factors in the water and capital projects funds. The largest being the receipt of \$6.09 million in Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, to local governments to support their response to and recovery from the COVID-19 public health emergency. The funds will be used to make necessary improvements in water infrastructure, including the Aquifer Storage and Recovery Well No. 1 Replacement project.

The largest ongoing intergovernmental revenue is the collection of road use taxes from the State of Iowa that are used to fund street maintenance and are accounted for in the road use tax fund. Road use tax revenues are expected to increase \$283,709 in fiscal year 2023 due to an increase in funding per capita and full implementation of the new 2020 U.S Census Bureau population. Other intergovernmental revenues include commercial and industrial replacement, township contributions for fire and emergency medical services, county contributions to the library and federal and state grants. In general, intergovernmental revenues have been relatively flat with the exception of federal, state and county grants, which are received periodically but can have a significant impact on the overall increase or decrease of this revenue source.

Service Charges – Service charges are direct fees charged to the public for the specific services provided. Service charges include recreation charges, solid waste charges, water charges, sewer charges, storm water charges, greens fees and other miscellaneous service charges. Service charge revenue accounts for 30.28% of total City revenues. Enterprise funds are primarily funded through service charges.

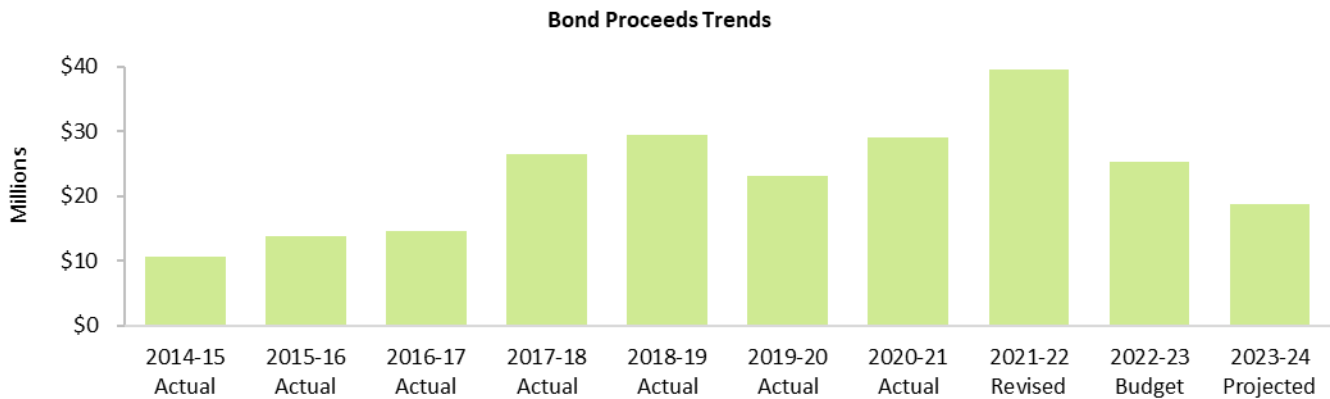
The following adjustments to the City’s utility rates will heavily impact service charges:

- Solid waste fees will increase \$0.43 per month.
- Water rates will increase 6.75% for water usage and 3% for availability charges.
- Sewer rates will decrease 3% for both sewer usage and availability charges.
- Storm water rates will not change. Although, the maximum Equivalent Residential Unit (ERU) per month for commercial, industrial and multi-family will increase from 60 ERU to 70 ERU.

Special Assessments – Special assessments are a means used by the City to recover costs related to construction from the property owners that are directly benefited. Collections from special assessments are somewhat unpredictable and sporadic. Therefore, this revenue source is usually budgeted at minimum expectations and is budgeted at \$0 for fiscal year 2023. Special assessments are accounted for primarily in the special assessments fund.

Miscellaneous – Miscellaneous revenue consists of inflows that do not qualify in the other categories. The collection of these revenues is difficult to predict and may be erratic. These revenues include reimbursements, fines, contractor penalties, donations, sales and other miscellaneous inflows. Miscellaneous revenues account for 2.98% of the total City revenues, have a fiscal year 2023 budget of \$4,439,466 and can be found in most funds.

Bond Proceeds – This category is considered an other financing source by modified accounting and budgeting rules. This is similar in nature to revenue but provides a financial inflow to the City rather than an economic inflow. For budgetary purposes, bond proceeds are shown as revenues. Bond proceeds vary from year to year depending on the City's capital improvement program and include proceeds from general obligation bonds and revenue capital loan notes. Bond proceeds account for 17.02% of total City revenues. The fiscal year 2023 budget includes the issuance of \$13,400,000 general obligation bonds and \$12,848,000 water revenue capital loan notes to fund the 2023 capital improvement program, budgeted in the water and capital projects funds.



Expenditures by Type and Program

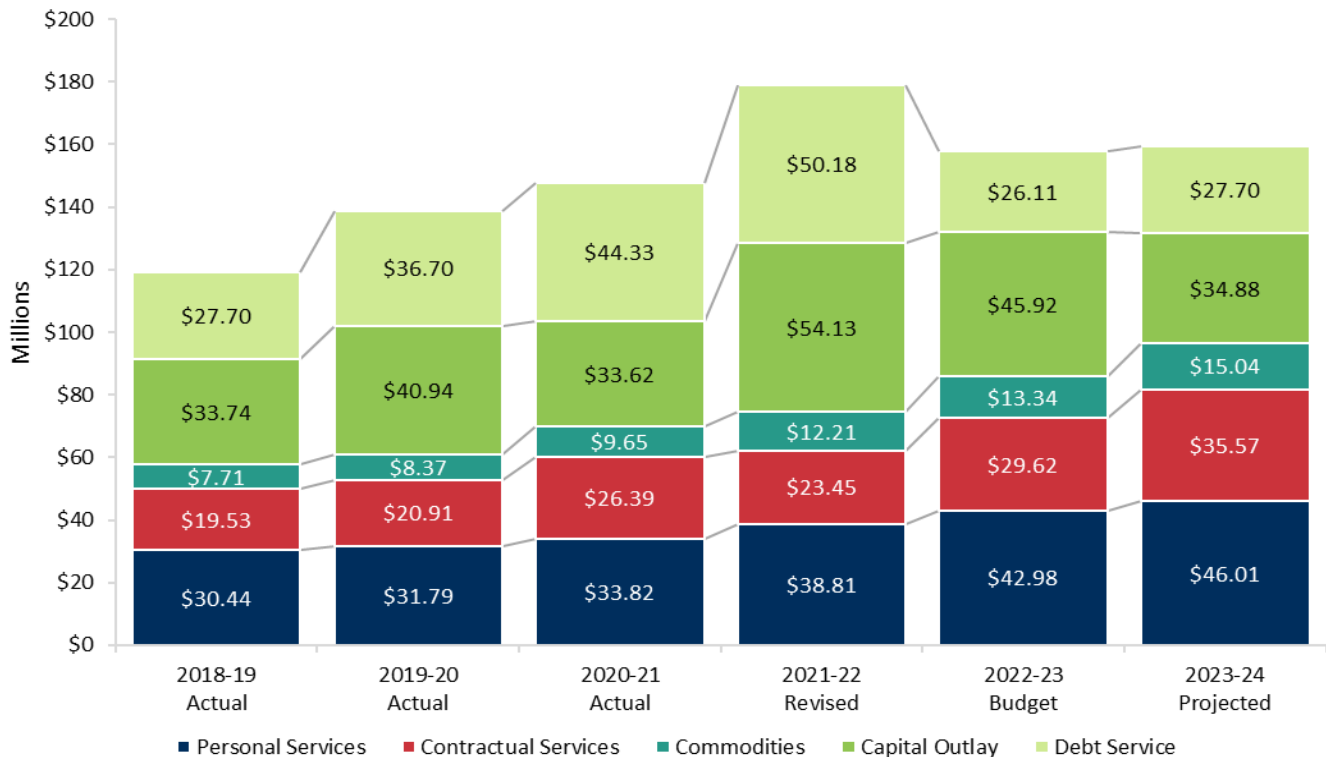
The City reports expenditures by type and by program. There are five expenditure types including personal services, contractual services, commodities, capital outlay and debt service, as shown below.

Expenditure Summary by Type

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Budgeted Expenditures:							
Personal Services	\$ 30,443,790	\$ 31,786,518	\$ 33,823,990	\$ 39,542,617	\$ 38,807,360	\$ 42,983,671	\$ 46,012,204
Contractual Services	19,526,018	20,910,451	26,386,863	22,038,596	23,448,550	29,623,936	35,570,891
Commodities	7,705,759	8,371,108	9,646,296	11,527,925	12,208,192	13,335,164	15,037,273
Capital Outlay	33,736,721	40,936,533	33,617,194	39,425,281	54,134,483	45,918,365	34,878,356
Debt Service	27,703,963	36,697,520	44,326,533	37,301,503	50,178,528	26,111,285	27,695,395
Total Budgeted Expenditures	\$ 119,116,251	\$ 138,702,130	\$ 147,800,876	\$ 149,835,922	\$ 178,777,113	\$ 157,972,421	\$ 159,194,119
Unbudgeted Expenditures:							
Non-Program	\$ 5,730,429	\$ 5,997,883	\$ 6,685,887	\$ 7,688,527	\$ 8,634,440	\$ 9,313,196	\$ 9,218,145
Total All Expenditures	\$ 124,846,680	\$ 144,700,013	\$ 154,486,763	\$ 157,524,449	\$ 187,411,553	\$ 167,285,617	\$ 168,412,264

This chart represents the trends for budgeted expenditures by type. The City also budgets and monitors expenditures by program and by fund.

Expenditure Summary by Type



According to Iowa Administrative Code 545–2.1, expenditures are to be grouped by program in order to provide consistent information on the purpose of the expense. There are eight standard programs for governmental activities and one for business type activities.

Expenditure Summary by Program

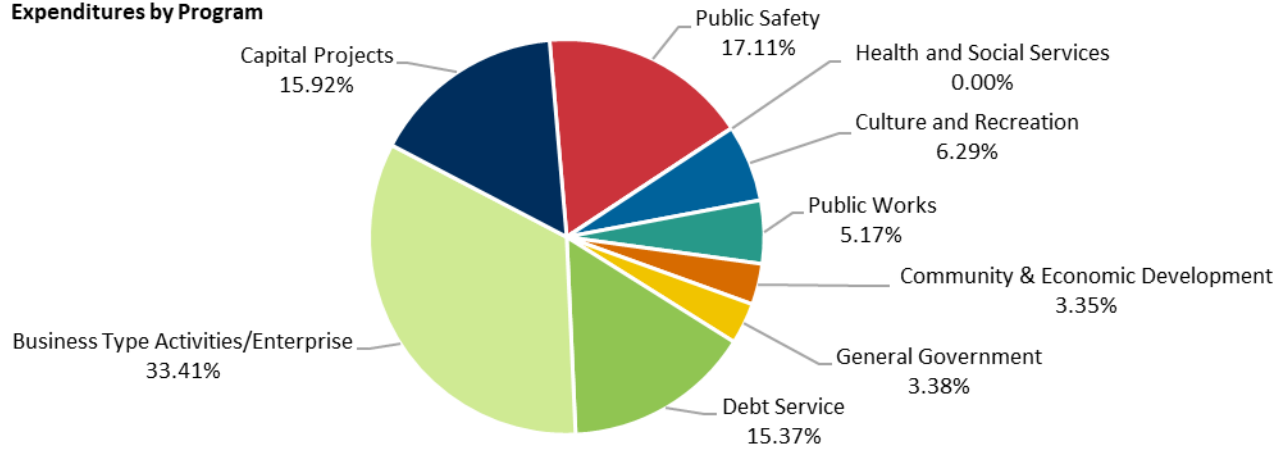
Fund	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Public Safety:							
General	\$ 16,952,686	\$ 18,100,662	\$ 19,425,337	\$ 22,397,666	\$ 22,160,207	\$ 24,378,145	\$ 26,173,883
Special Revenue:							
Fire Gift	34,968	7,978	-	14,000	7,000	14,000	14,000
Police Gift	-	2,035	4,549	-	2,000	1,000	1,000
Police Seizure	16,256	950	424	7,000	16,700	11,375	7,000
Police and Fire Retirement	1,920,539	1,996,681	2,228,396	2,574,375	2,539,258	2,628,996	2,492,318
Total Public Safety	\$ 18,924,449	\$ 20,108,306	\$ 21,658,706	\$ 24,993,041	\$ 24,725,165	\$ 27,033,516	\$ 28,688,201
Health and Social Services:							
General	\$ 19,547	\$ 13,924	\$ 2,725	\$ 19,000	\$ 7,000	\$ -	\$ -
Total Health and Social Services	\$ 19,547	\$ 13,924	\$ 2,725	\$ 19,000	\$ 7,000	\$ -	\$ -
Culture and Recreation:							
General:							
General	\$ 5,750,933	\$ 5,717,723	\$ 5,972,282	\$ 7,902,643	\$ 8,041,975	\$ 8,916,592	\$ 9,102,212
Hotel/Motel Tax	965,221	872,443	488,399	794,072	913,852	935,461	971,749
Special Revenue:							
Hawkeye Park Player Fees	-	2,671	-	7,000	7,000	35,980	7,000
Friends of the Ankeny Library	21,994	17,857	35,631	20,000	39,000	30,000	30,000
Park Dedication	-	-	-	-	-	-	-
Sports Complex Foundation	-	-	-	-	-	-	-
Ankeny Garden Club	-	-	53	1,000	4,640	1,000	1,000
Miracle Park	3,030	16,812	-	10,000	10,000	10,000	10,000
Dog Park	-	-	5,432	-	-	-	-
Total Culture and Recreation	\$ 6,741,178	\$ 6,627,506	\$ 6,501,797	\$ 8,734,715	\$ 9,016,467	\$ 9,929,033	\$ 10,121,961
Public Works:							
General	\$ 508,915	\$ 547,217	\$ 597,335	\$ 637,414	\$ 637,576	\$ 669,455	\$ 689,539
Special Revenue:							
Road Use Tax	5,376,494	5,635,404	6,185,704	6,988,189	7,402,090	7,494,861	7,846,615
Landfill Postclosure	-	-	-	-	-	-	-
Total Public Works	\$ 5,885,409	\$ 6,182,621	\$ 6,783,039	\$ 7,625,603	\$ 8,039,666	\$ 8,164,316	\$ 8,536,154
Community & Economic Development:							
General	\$ 1,709,577	\$ 1,877,988	\$ 1,881,690	\$ 2,338,154	\$ 2,491,468	\$ 2,672,890	\$ 2,801,150
Special Revenue:							
Tax Increment Financing	1,489,609	1,803,765	1,671,477	1,997,804	1,974,910	2,627,046	2,832,334
Civic Trust	25	-	-	-	-	-	-
Ankeny Community Foundation	8,457	90,893	-	-	-	-	-
Total Community & Economic Development	\$ 3,207,668	\$ 3,772,646	\$ 3,553,167	\$ 4,335,958	\$ 4,466,378	\$ 5,299,936	\$ 5,633,484
General Government:							
General	\$ 3,401,264	\$ 3,915,347	\$ 3,746,560	\$ 4,603,980	\$ 4,758,447	\$ 5,335,829	\$ 5,792,566
Total General Government	\$ 3,401,264	\$ 3,915,347	\$ 3,746,560	\$ 4,603,980	\$ 4,758,447	\$ 5,335,829	\$ 5,792,566
Debt Service:							
Tax Increment Financing	\$ 29,250	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	21,808,417	30,666,303	40,288,141	23,630,465	38,022,650	24,277,332	25,331,692
Total Debt Service	\$ 21,837,667	\$ 30,679,303	\$ 40,288,141	\$ 23,630,465	\$ 38,022,650	\$ 24,277,332	\$ 25,331,692
Business Type Activities/Enterprise:							
Solid Waste	\$ 755,619	\$ 780,137	\$ 1,192,185	\$ 1,158,029	\$ 1,313,901	\$ 1,333,512	\$ 1,449,745
Water	10,172,739	11,437,581	15,401,079	20,917,773	28,868,728	27,382,104	36,198,980
Sewer	13,102,520	13,594,741	18,023,895	13,308,150	16,914,017	18,053,596	12,879,264
Storm Water	633,822	612,974	1,170,488	933,207	2,794,161	3,907,460	5,090,638
Golf Course	1,584,247	1,442,950	1,491,559	1,818,932	1,917,670	2,103,226	2,233,934
Total Business Type Activities/Enterprise	\$ 26,248,947	\$ 27,868,383	\$ 37,279,206	\$ 38,136,091	\$ 51,808,477	\$ 52,779,898	\$ 57,852,561
Capital Projects:							
Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Projects	32,850,122	39,534,094	27,987,535	37,757,069	37,932,863	25,152,561	17,237,500
Total Capital Projects	\$ 32,850,122	\$ 39,534,094	\$ 27,987,535	\$ 37,757,069	\$ 37,932,863	\$ 25,152,561	\$ 17,237,500
Total Budgeted Expenditures	\$ 119,116,251	\$ 138,702,130	\$ 147,800,876	\$ 149,835,922	\$ 178,777,113	\$ 157,972,421	\$ 159,194,119

Budget Summary

Fund	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Non-Program:							
Internal Service:							
Central Garage	\$ 1,121,666	\$ 993,977	\$ 1,004,042	\$ 1,194,027	\$ 1,379,813	\$ 1,460,196	\$ 1,507,145
Risk Management	1,151,094	1,339,442	1,754,406	1,054,000	2,111,265	1,244,000	1,298,000
Health Insurance	3,403,726	3,617,691	3,879,564	5,388,000	5,095,000	5,344,000	5,613,000
Sustainability Revolving	-	-	-	-	-	-	-
Economic Development Revolving	26,000	17,250	-	-	-	-	-
Equipment Reserve	27,943	29,523	47,875	52,500	48,362	1,265,000	800,000
Total Unbudgeted Expenditures	\$ 5,730,429	\$ 5,997,883	\$ 6,685,887	\$ 7,688,527	\$ 8,634,440	\$ 9,313,196	\$ 9,218,145
Total All Expenditures*	\$ 124,846,680	\$ 144,700,013	\$ 154,486,763	\$ 157,524,449	\$ 187,411,553	\$ 167,285,617	\$ 168,412,264

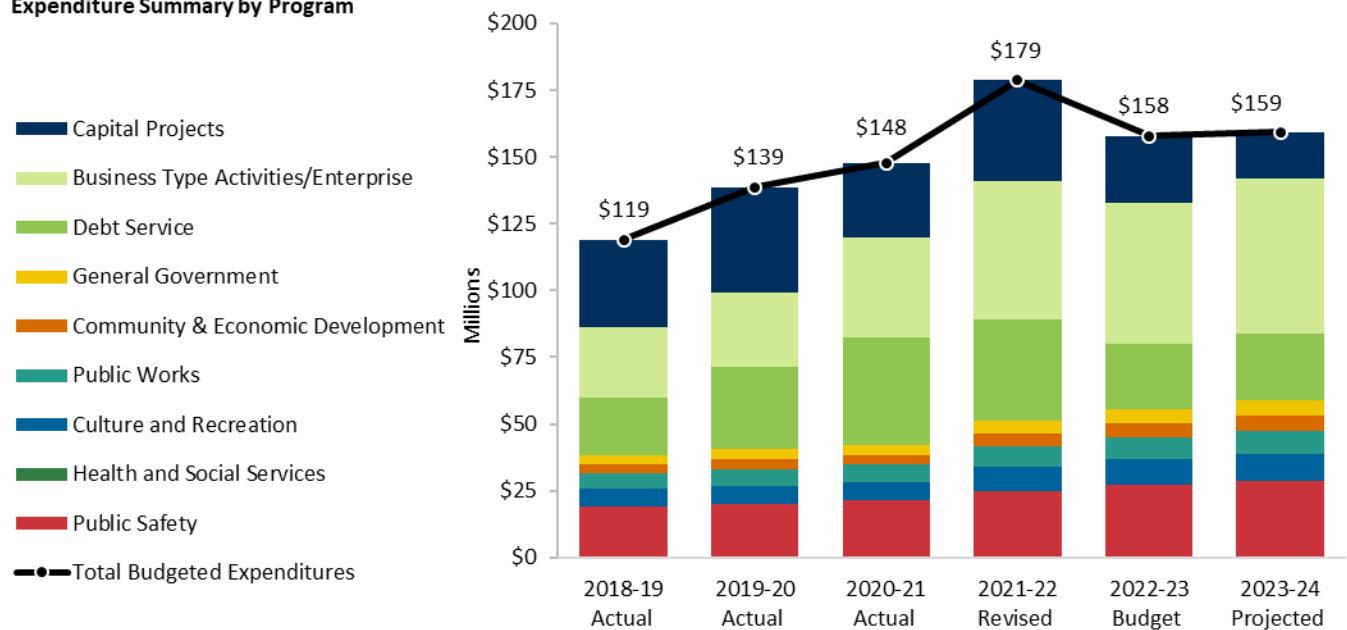
* - Includes interfund transactions.

Expenditures by Program



This chart represents the nine major functions that the State requires cities to use in defining their program structure.

Expenditure Summary by Program



Transfer Summary

Transfers are transactions between funds of the primary government. Transfers can be a subsidy from one fund to another or contributions toward a capital project. Transfers may also be used to provide greater transparency, such as the transfer of hotel/motel tax proceeds from the general fund, where the revenue is required to be recorded, to the hotel/motel tax fund, where the distribution of funds can be easily tracked.

Transfers In							
Fund	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
General:							
General	\$ 658,246	\$ 677,932	\$ 610,000	\$ 857,000	\$ 682,000	\$ 1,372,600	\$ 1,100,000
Hotel/Motel Tax	1,437,042	1,341,089	834,306	1,128,000	1,209,000	1,370,000	1,451,000
Special Revenue:							
Miracle Park	50,607	190	-	-	-	-	-
Debt Service	7,801,688	8,733,611	9,326,129	9,011,844	8,824,235	9,176,906	9,467,589
Business Type Activities/Enterprise:							
Solid Waste	8,654	9,585	3,878	14,250	15,750	9,000	15,750
Water	411	1,249	596,498	-	-	-	-
Sewer	-	-	3,468,567	-	-	-	-
Storm Water	-	-	695,000	-	-	-	-
Capital Projects	10,403,899	9,688,803	4,475,711	6,288,000	3,405,000	2,040,000	1,586,250
Total Transfers In	<u>\$20,360,547</u>	<u>\$ 20,452,459</u>	<u>\$20,010,089</u>	<u>\$17,299,094</u>	<u>\$ 14,135,985</u>	<u>\$13,968,506</u>	<u>\$13,620,589</u>
Transfers Out							
Fund	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
General:							
General	\$ 4,976,042	\$ 5,173,089	\$ 1,258,906	\$ 1,214,850	\$ 1,370,850	\$ 1,458,850	\$ 1,536,600
Hotel/Motel Tax	363,657	329,181	410,000	297,000	482,000	356,000	566,250
Special Revenue:							
Road Use Tax	1,670,000	1,140,000	1,888,583	374,000	2,134,000	1,417,583	447,750
Tax Increment Financing	5,867,845	6,631,796	7,381,412	7,179,761	7,033,641	7,224,351	7,287,181
Landfill Postclosure	8,654	9,585	3,878	14,250	15,750	9,000	15,750
Park Dedication	50,000	50,000	80,000	80,000	80,000	80,000	80,000
Civic Trust	2,696,824	2,555,803	1,000,000	475,000	1,005,000	565,000	880,000
Ankeny Community Foundation	193,682	190	-	-	-	-	-
Business Type Activities/Enterprise:							
Water	905,799	893,770	973,669	789,000	289,000	487,583	487,750
Sewer	2,044,824	1,666,194	3,554,460	4,572,000	289,000	487,583	487,750
Storm Water	1,583,220	1,650,406	2,179,395	2,128,233	1,436,744	1,600,956	1,831,558
Special Assessments	-	-	1,279,786	-	-	-	-
Capital Projects	-	352,445	-	175,000	-	281,600	-
Total Transfers Out	<u>\$20,360,547</u>	<u>\$ 20,452,459</u>	<u>\$20,010,089</u>	<u>\$17,299,094</u>	<u>\$ 14,135,985</u>	<u>\$13,968,506</u>	<u>\$13,620,589</u>

Long-Range Forecasting

Long-range forecasting creates a context for evaluating cash flows and fund balances, builds awareness of the probable results of funding and spending decisions, assists in identifying future financial challenges, and spurs discussion of the key goals and strategies that guide future planning. Long-range forecasting does not present a 5-year budget, instead it is an internal evaluation tool for staff to project possible outcomes based on a set of variables and assumptions. These long-range forecasting assumptions become a foundation to the annual budget process.

General Fund

The five-year forecast of the general fund considers the variables of change in rollback, assessed valuation growth and the impact of urban renewal requirements.

Assumptions	2024	2025	2026	2027	2028
Residential Rollback	55.43%	53.86%	55.16%	53.60%	55.00%
Multi-Residential Rollback	55.43%	53.86%	55.16%	53.60%	55.00%
Commercial Rollback	90.00%	90.00%	90.00%	90.00%	90.00%
Total Taxable Valuation	4,703,600,882	4,808,333,803	5,021,426,937	5,053,187,562	5,314,700,247
Taxable Valuation Growth	5.1%	2.2%	4.4%	0.6%	5.2%
General Levy	\$6.1533	\$6.1533	\$6.1533	\$6.1533	\$6.1533

- > The residential, multi-residential and commercial rollback assumptions are based on projections prepared by the Iowa Legislative Services Agency.
- > The forecast for taxable valuation assumes 4% growth in residential property for fiscal year 2024 and is reduced to 3% growth thereafter, 3% for industrial property and 0% growth for agricultural land, agricultural buildings, commercial, multi-residential, railroads and utilities (gas and electric) property. These assumptions were determined by reviewing the 1, 2, 5 and 10-year geometric average growth rate for each class of property. Residential and industrial property classes represent 76% of all taxable property valuation.
- > Urban renewal requirements are determined based on current rebate agreements outstanding and tax increment financing projects planned in the 2022-2026 Capital Improvement Program. These requirements reduce taxable valuation in the general fund.

Road Use Tax Fund

The five-year forecast of the road use tax fund is heavily impacted by the amount of gas tax received from the state and the City's population.

Assumptions	2024	2025	2026	2027	2028
Revenue Growth	0.00%	0.00%	0.00%	0.00%	0.00%
Expenditure Growth	7.00%	7.00%	7.00%	7.00%	7.00%
Funding Per Capita	\$127.50	\$128.00	\$129.00	\$129.00	\$129.00
Population	67,887	67,887	70,607	78,765	78,765
Ending Fund Balance	\$7,469,957	\$6,426,514	\$6,265,926	\$6,445,783	\$6,016,663
Fund Balance as % of O&M	105%	84%	77%	74%	65%

- > Funding per capita is based on projections released by the Iowa Department of Transportation and population is determined by the U.S. Census Bureau's population count, which is updated every decade, or when a special census is conducted. The population estimates are based on The Ankeny Plan 2040 population projections and have been adjusted for recent building permit activity.
- > The major drivers of expenditures include personnel costs, contractual services, commodities and capital outlay. Expenditure growth of 7% is based on an historical analysis of operating costs.

- > The short-term liquidity of the fund is measured by the amount of unrestricted fund balance versus the annual operating expenditures (net of depreciation). For fiscal year 2024, the fund is projected to have an ending fund balance of \$7,469,957 or 105% of operations and maintenance (O&M). Ending fund balance and fund balance as percent of O&M for the five-year forecast period are above the City's recommended range of 50-75%.

Tax Increment Financing Fund

The five-year forecast of the tax increment financing fund considers total tax increment financing debt, total valuation requirements and change in total valuation requirements.

Assumptions	2024	2025	2026	2027	2028
Total Tax Increment Financing Debt	\$10,227,776	\$8,141,476	\$8,238,316	\$8,524,698	\$7,501,362
Total Valuation Requirements	347,519,573	276,631,233	279,921,687	289,652,351	254,881,444
Change in Total Valuation Requirements	0.06%	-20.40%	1.19%	3.48%	-12.00%

- > These factors are based on analysis of current rebate agreements outstanding and tax increment financing projects planned in the 2022-2026 Capital Improvement Program.
- > Total tax increment financing debt is required to be certified to the County Auditor each December 1.

Debt Service Fund

The five-year forecast of the debt service fund considers the variables of change in rollback, assessed valuation growth and the impact of the 2022-2026 Capital Improvement Program.

Assumptions	2024	2025	2026	2027	2028
Total Taxable Valuation	5,041,590,882	5,051,812,803	5,259,500,937	5,270,489,562	5,498,007,247
Taxable Valuation Growth	4.4%	0.2%	4.1%	0.2%	4.3%
Taxes Levied	\$15,376,852	\$15,408,029	\$16,041,478	\$16,074,993	\$16,768,922
Debt Issuance	\$15,170,000	\$14,930,000	\$21,715,000	\$12,000,000	\$12,000,000
Ending Fund Balance	\$1,409,725	\$1,315,398	\$1,147,012	\$1,012,448	\$803,094
Debt Service Levy	\$3.05	\$3.05	\$3.05	\$3.05	\$3.05

- > The residential, multi-residential and commercial rollback assumptions are based on projections prepared by the Iowa Legislative Services Agency.
- > The forecast for taxable valuation assumes 4% growth in residential property for fiscal year 2024 and is reduced to 3% growth thereafter, 3% for industrial property and 0% growth for agricultural land, agricultural buildings, commercial, multi-residential, railroads and utilities (gas and electric) property. These assumptions were determined by reviewing the 1, 2, 5 and 10-year geometric average growth rate for each class of property. Residential and industrial property classes represent 76% of all taxable property valuation.
- > Debt issuance is determined by the projects listed in the 2022-2026 Capital Improvement Program. Debt issuance beyond fiscal year 2026 is based on an annual target that takes into consideration taxable valuation growth, the capital improvement program and the City's ability to maintain a stable or declining debt service levy rate.
- > The debt service levy is projected to remain stable at \$3.05.

Water Fund

The five-year forecast of the water fund predicts revenue from service charges will increase due to both scheduled rate increases and predicted growth of the City. Rate increases are being necessitated to maintain sufficient cash as a percent of O&M (net of depreciation).

Budget Summary

Assumptions	2024	2025	2026	2027	2028
Water Sales Growth	1%	1%	1%	1%	1%
Operating Expense Growth	5%	5%	5%	5%	5%
Service Availability Charge Units	303,702	306,739	309,806	312,904	316,033
Total Water Usage (1,000 gallons)	2,080,213	2,101,015	2,122,025	2,143,245	2,164,678
Total Water Purchased (1,000 gallons)	2,704,277	2,563,238	2,588,871	2,614,759	2,640,907
Debt Coverage – Revenue Debt	2.82	2.29	2.19	2.09	2.07
Debt Coverage – All Debt	2.70	2.22	2.13	2.03	2.01
Ending Fund Balance	\$8,939,768	\$10,569,435	\$12,693,387	\$12,721,868	\$12,690,569
Fund Balance as % of O&M	59%	66%	73%	67%	62%
Water Rate Adjustments	6.75%	6.75%	6.75%	6.75%	6.75%

- > The major drivers of revenue to the fund include water consumption, water rates and the weather as it influences water consumption. Hot, dry weather, for example, tends to drive up usage.
- > Expenditures are influenced by the cost of purchasing water from Des Moines Water Works. Maintaining, repairing and replacing the capital infrastructure of the water utility also drives expenditures.
- > Strong debt coverage ratios indicate strong long-term solvency of the fund as it generates cash flow after debt service. Cash flow after debt service is available for transfers to other funds, capital projects and building the fund's liquidity position. For fiscal year 2024, the debt coverage for revenue debt is projected to be 2.82 and debt coverage for all debt is projected to be 2.70. These levels are above the City's targeted debt coverage ratios of 1.75 times on revenue bonds and at least 1.10 times on total debt.
- > The short-term liquidity of the fund is measured by the amount of unrestricted fund balance versus the annual operating expenses (net of depreciation). For fiscal year 2024, the fund is projected to have an ending fund balance of \$8,939,768 or 59% of O&M. Ending fund balance and fund balance as percent of O&M for the five-year forecast period are within the City's recommended range of 50-75%.

Sewer Fund

The five-year forecast of the sewer fund predicts revenue from service charges will increase due to predicted growth of the City. Rate increases, when needed, are necessary to maintain debt service coverage requirements at the same time the fund is generating fund balance. In order to best utilize the fund balance, it is recommended that projects considered in the 2022-2026 Capital Improvement Program be funded with operating revenues versus borrowing and revenue debt is paid off with excess reserves when feasible to lower debt service coverage requirements.

Assumptions	2024	2025	2026	2027	2028
Sewer Sales Growth	1%	1%	1%	1%	1%
Operating Expense Growth	5%	5%	5%	5%	5%
Service Availability Charge Units	297,989	300,969	303,978	307,018	310,088
Total Sewer Usage (1,000 gallons)	1,454,430	1,468,974	1,483,664	1,498,500	1,513,485
WRA Sewer Debt Service	\$4,435,467	\$5,106,783	\$5,696,927	\$6,285,328	\$6,944,463
Debt Coverage – Revenue Debt	2.79	2.39	2.14	1.92	1.73
Debt Coverage – All Debt	2.74	2.35	2.10	1.90	1.71
Ending Fund Balance	\$18,426,407	\$23,102,993	\$26,944,481	\$28,024,662	\$28,365,423
Fund Balance as % of O&M	396%	464%	518%	515%	498%
Sewer Rate Adjustments	0%	0%	0%	0%	0%

- > Revenue drivers for the sewer fund include sewer rates, water consumption during the averaging period (January, February and March bills) and the City's population growth.

- > Expenditures are influenced by the cost of sending flows to the Wastewater Reclamation Authority (WRA). Ankeny is the third largest WRA member in terms of flow behind Des Moines and West Des Moines. Maintaining, repairing and replacing the capital infrastructure of the sewer utility also drives expenditures.
- > Strong debt coverage ratios indicate strong long-term solvency of the fund as it generates cash flow after debt service. Cash flow after debt service is available for transfers to other funds, capital projects and building the fund's liquidity position. For fiscal year 2024, the debt coverage for revenue debt is projected to be 2.79 and debt coverage for all debt is projected to be 2.74. These levels are above the City's targeted debt coverage ratios of 1.75 times on revenue bonds and at least 1.10 times on total debt.
- > The short-term liquidity of the fund is measured by the amount of unrestricted fund balance versus the annual operating expenses (net of depreciation). For fiscal year 2024, the fund is projected to have an ending fund balance of \$18,426,407 or 396% of O&M. Ending fund balance and fund balance as percent of O&M for the five-year forecast period are well above the City's recommended range of 50-75%.

Storm Water Fund

The five-year forecast of the storm water fund predicts revenue from services charges will increase due to scheduled rate increases and changes in the commercial, industrial and multi-family ERU cap. ERU growth is assumed to be 2% for residential and 0% for commercial based on historical averages.

Assumptions	2024	2025	2026	2027	2028
ERU Growth – Residential	2%	2%	2%	2%	2%
ERU Growth – Commercial	0%	0%	0%	0%	0%
Operating Expenses	5%	5%	5%	5%	5%
Residential ERU	25,560	26,071	26,592	27,124	27,666
Commercial ERU	17,235	17,566	17,840	18,052	18,240
Debt Coverage – Revenue Debt	NA	NA	NA	NA	NA
Debt Coverage – All Debt	1.62	1.29	1.41	1.34	1.71
Ending Fund Balance	\$2,003,109	\$1,797,166	\$1,955,047	\$1,991,246	\$2,873,376
Fund Balance as % of O&M	182%	155%	161%	156%	214%
Storm Water Rate Adjustments	\$1.00	\$0.00	\$1.00	\$0.00	\$1.00

- > Strong debt coverage ratios indicate strong long-term solvency of the fund as it generates cash flow after debt service. Cash flow after debt service is available for transfers to other funds, capital projects and building the fund's liquidity position. For fiscal year 2024, the debt coverage for all debt is projected to be 1.62. This level is above the City's targeted debt coverage ratio of at least 1.10 times on total debt. The fund has no outstanding revenue bonds, but coverage ratios are being maintained appropriately so that revenue debt can be considered in the future.
- > The short-term liquidity of the fund is measured by the amount of unrestricted fund balance versus the annual operating expenses (net of depreciation). For fiscal year 2024 the fund is projected to have an ending fund balance of \$2,003,109 or 182% of O&M. Ending fund balance and fund balance as percent of O&M for the five-year forecast period are well above the City's recommend range of 50-75%.

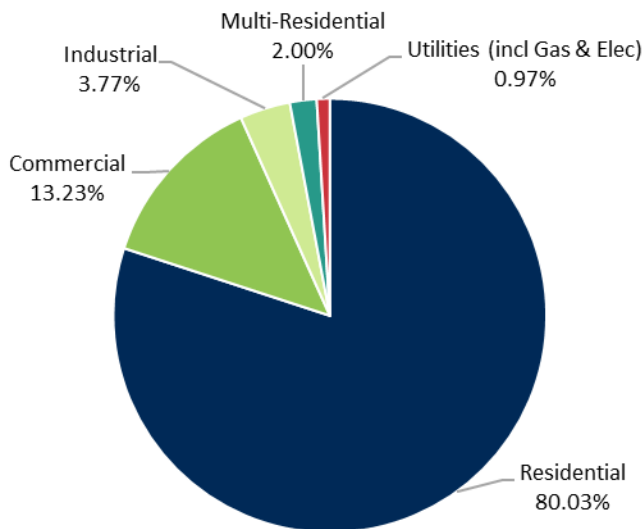
Property Tax Valuations and Rates

The City's property tax is levied based on the taxable assessed value of property as determined by the Polk County Assessor's Office. The Polk County Treasurer's Office bills and collects property taxes on behalf of the City.

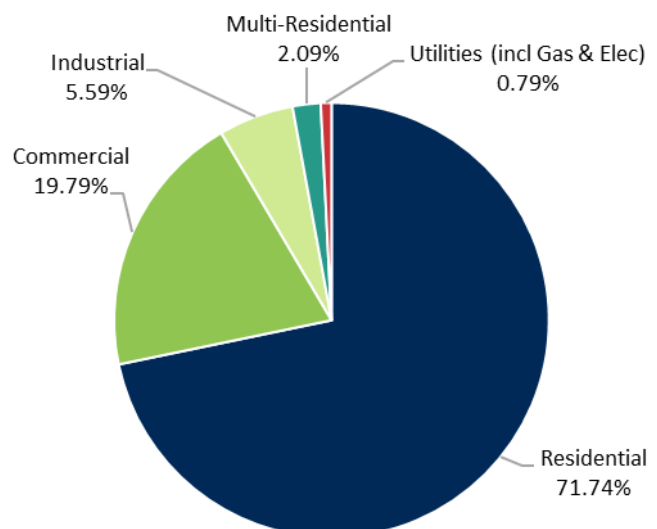
Property Tax Assessed Valuations by Classification

Property Tax Classification	FY 2022 - January 1, 2020 Valuation			FY 2023 - January 1, 2021 Valuation			% Increase FY 2022 vs FY 2023
	100% Value	Taxable Value	Rollback Percent	100% Value	Taxable Value	Rollback Percent	
Residential	5,422,275,106	3,005,556,981	55.430%	6,052,769,889	3,213,734,605	53.095%	6.93%
Commercial	944,385,596	836,968,684	88.626%	1,001,409,743	887,043,854	88.580%	5.98%
Industrial	219,423,440	192,585,898	87.769%	285,337,524	250,443,383	87.771%	30.04%
Multi-Residential	127,319,149	83,621,292	65.678%	151,637,588	93,462,934	61.636%	11.77%
Utilities (incl Gas & Elec)	69,442,959	33,689,498	48.514%	73,414,127	35,339,445	48.137%	4.90%
Total Gross	6,782,846,250	4,152,422,353	61.219%	7,564,568,871	4,480,024,221	59.224%	7.89%
Less: Military	(3,686,462)	(3,686,462)		(3,594,732)	(3,594,732)		
General & T/A Valuation	6,779,159,788	4,148,735,891		7,560,974,139	4,476,429,489		7.90%
Tax Increment Captured	307,722,996	307,722,996		351,261,236	351,261,236		14.15%
Debt Service Valuation	7,086,882,784	4,456,458,887		7,912,235,375	4,827,690,725		8.33%
Agricultural Land Valuation	5,127,760	4,308,873	84.030%	4,860,545	4,327,878	89.041%	0.44%
Debt Limit Valuation	7,092,010,544			7,917,095,920			11.63%

100% Assessed
Valuations by Class



Taxable Assessed
Valuations by Class

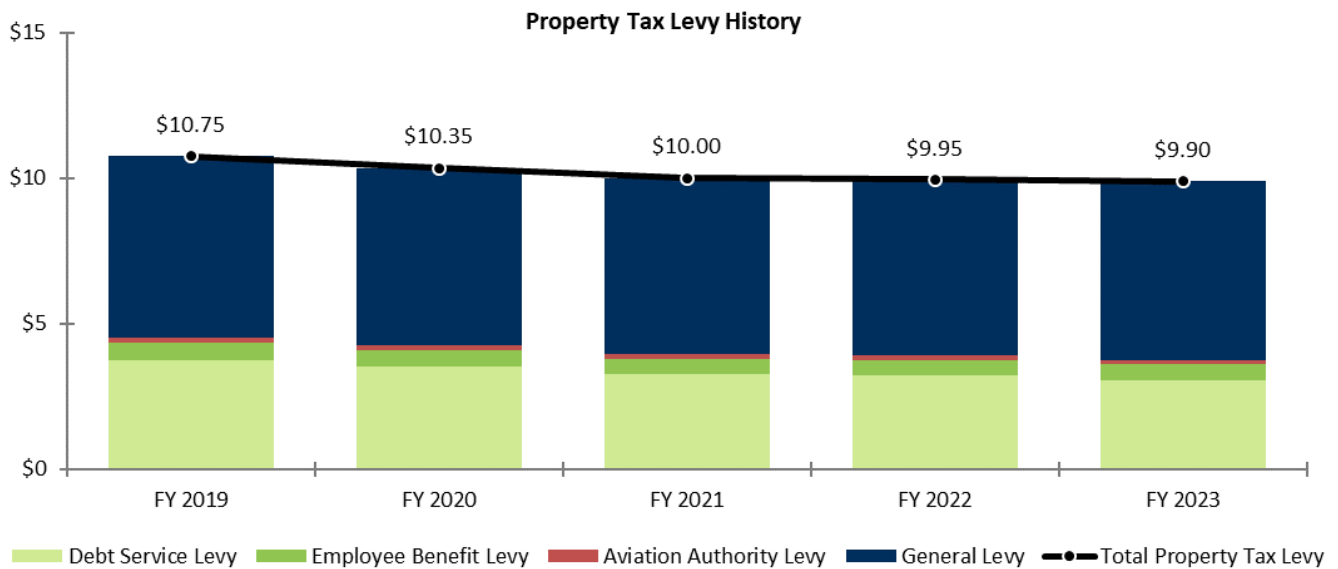
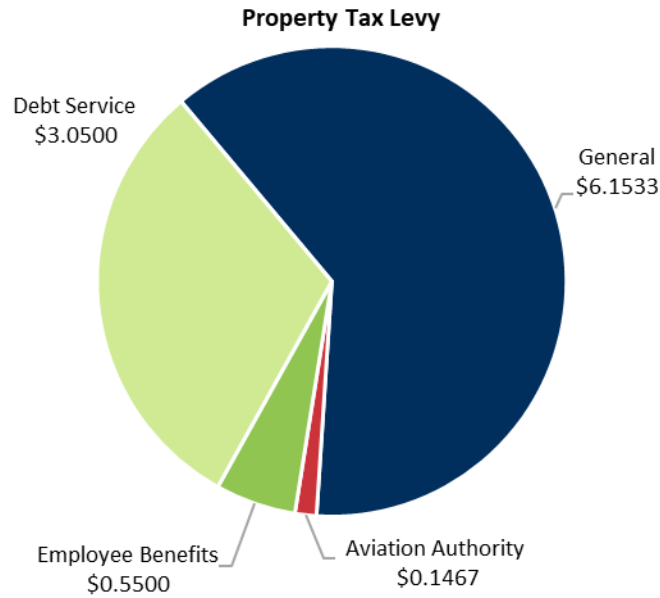


Property Tax Rates and Valuations

	Fiscal Year				
	2019	2020	2021	2022	2023
Property Tax Levy Rates					
General	6.25000	6.10000	6.05000	6.05000	6.15330
Aviation Authority	0.15000	0.15000	0.15000	0.15000	0.14670
Employee Benefits	0.60000	0.60000	0.55000	0.55000	0.55000
Debt Service	3.75000	3.50000	3.25000	3.20000	3.05000
Total Property Tax Levy Rates	10.75000	10.35000	10.00000	9.95000	9.90000
Increase or (Decrease)	(0.90000)	(0.40000)	(0.35000)	(0.05000)	(0.05000)
Property Tax Dollars by Levy ⁽¹⁾					
General	\$20,611,347	\$21,654,589	\$23,467,442	\$25,099,852	\$27,544,814
Aviation Authority	494,672	532,490	581,837	622,310	656,692
Employee Benefits	1,978,689	2,129,960	2,133,404	2,281,805	2,462,036
Debt Service	13,243,240	13,447,859	13,575,827	14,260,667	14,724,456
Total Property Tax Dollars by Levy	\$36,327,948	\$37,764,898	\$39,758,511	\$42,264,635	\$45,387,998
Increase or (Decrease)	1,925,379	1,436,950	1,993,613	2,506,124	3,123,363
	5.60%	3.96%	5.28%	6.30%	7.39%
Total Assessed Valuations					
Regular (General, Aviation & Employee Benefits)	5,422,471,870	5,769,535,510	6,457,441,080	6,782,846,250	7,564,568,871
	16.54%	6.40%	11.92%	5.04%	11.52%
Total Assessed Value (including TIF Valuation Reservations)	5,652,474,746	6,058,125,222	6,751,984,997	7,086,882,784	7,912,235,375
	15.26%	7.18%	11.45%	4.96%	11.65%
Taxable Assessed Valuations					
Regular (General, Aviation & Employee Benefits)	3,297,815,457	3,549,932,642	3,878,916,115	4,148,735,891	4,476,429,489
	15.22%	7.64%	9.27%	6.96%	7.90%
Debt Service	3,531,530,661	3,842,245,193	4,177,177,183	4,456,458,887	4,827,690,725
	13.30%	8.80%	8.72%	6.69%	8.33%
TIF Valuation Reservation	233,715,204	292,312,551	298,261,068	307,722,996	351,261,236
	-8.31%	25.07%	2.03%	3.17%	14.15%
Tax Increment Valuation					
Total Increment	1,229,819,808	1,285,327,916	1,435,067,524	1,520,249,770	1,697,706,668
Reserved by City	233,715,204	292,312,551	298,261,068	307,722,996	351,261,236
Release to All Jurisdictions	996,104,604	993,015,365	1,136,806,456	1,212,526,774	1,346,445,432
Percent Released to All Jurisdictions	81.00%	77.26%	79.22%	79.76%	79.31%
Consolidated Tax Levy Rate					
City	10.75000	10.35000	10.00000	9.95000	9.90000
Ankeny Community School District	17.95079	17.52323	17.41039	17.31652	UNKNOWN
County	10.12083	10.12082	10.01787	9.74609	UNKNOWN
Assessor	0.25471	0.25455	0.24836	0.19192	UNKNOWN
DART	0.63900	0.66400	0.66900	0.65206	UNKNOWN
DMACC	0.69468	0.65249	0.63533	0.67789	UNKNOWN
State	0.00290	0.00280	0.00270	0.00260	UNKNOWN
Total Consolidated Tax Levy Rate	40.41291	39.56789	38.98365	38.53708	UNKNOWN
Increase or (Decrease)	(1.46615)	(0.84502)	(0.58424)	(0.44657)	UNKNOWN
Saydel Community School District	12.89000	12.89000	12.89000	12.89000	UNKNOWN
Total Consolidated Tax Levy Rate	35.35212	34.93466	34.46326	34.11056	UNKNOWN
Increase or (Decrease)	(0.89997)	(0.41746)	(0.47140)	(0.35270)	UNKNOWN
North Polk Community School District	19.07652	18.99000	18.54662	18.58960	UNKNOWN
Total Consolidated Tax Levy Rate	41.53864	41.03466	40.11988	39.81016	UNKNOWN
Increase or (Decrease)	(0.99004)	(0.50398)	(0.91478)	(0.30972)	UNKNOWN

⁽¹⁾ Includes utility replacement excise taxes

	Fiscal Year				
	2019	2020	2021	2022	2023
Other Tax Rates					
State Sales Tax	5%	5%	5%	5%	5%
Local Option Sales Tax	1%	1%	1%	1%	1%
Hotel/Motel Tax	7%	7%	7%	7%	7%
Cable Franchise Tax	5%	5%	5%	5%	5%
Utility Franchise Tax	2%	2%	2%	2%	2%



Personnel Summary

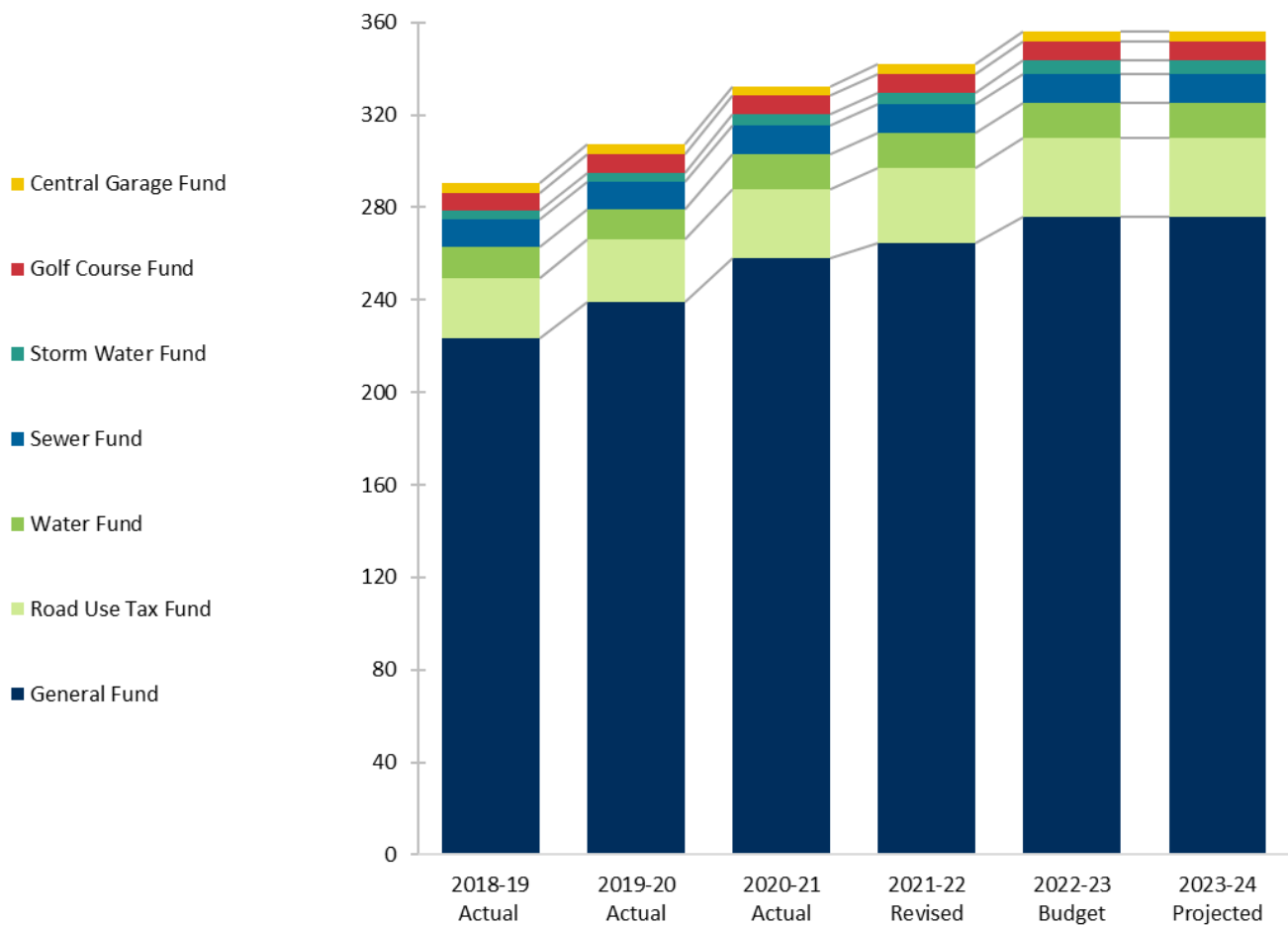
Summary of Full-Time Equivalents by Fund

	Full-Time Equivalents (FTE)						
	2018-19	2019-20	2020-21	2021-22	2021-22	2022-23	2023-24
Activity	Actual	Actual	Actual	Budget	Revised	Budget	Projected
General Fund:							
Police:							
Police Administration	2.00	2.00	2.00	2.00	8.40	8.40	8.40
Police Operations	56.00	59.00	60.00	62.00	55.00	57.00	57.00
Police Support Services	16.40	17.40	19.40	19.40	20.00	20.00	20.00
Fire:							
Fire Administration	4.00	4.00	4.00	5.00	5.00	5.00	5.00
Fire Suppression	22.00	22.00	22.00	22.00	22.00	22.00	22.00
Emergency Medical Services	35.00	41.00	44.50	44.50	44.50	47.50	47.50
Library	17.50	20.52	22.86	22.86	22.86	23.86	23.86
Parks and Recreation:							
Park Administration	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Park Maintenance	9.00	10.00	10.00	11.00	11.00	11.00	11.00
Recreation	2.50	2.50	3.50	4.62	3.50	3.50	3.50
Community Centers	-	-	-	-	1.81	2.81	2.81
Aquatic Centers	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prairie Ridge Sports Complex	7.33	7.33	8.33	8.33	8.33	8.33	8.33
Development Engineering	4.25	5.25	7.50	7.25	7.25	8.25	8.25
Community Development:							
Code Enforcement	13.50	13.50	15.06	16.06	16.06	16.06	16.06
Community Development	7.00	7.00	9.00	9.00	9.00	9.00	9.00
Economic Development	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Communications	2.00	2.00	2.00	2.00	2.00	3.00	3.00
Human Resources	3.00	3.00	3.00	3.00	3.00	3.00	3.00
City Manager	4.00	3.00	4.00	4.00	4.38	5.38	5.38
City Clerk	4.60	4.60	4.60	4.60	4.60	4.60	4.60
Finance	3.50	5.00	5.00	5.00	5.00	5.00	5.00
Information Technology	5.00	5.00	6.00	6.00	6.00	7.00	7.00
Total General Fund	223.58	239.10	257.75	263.62	264.69	275.69	275.69
Road Use Tax Fund:							
Roadway Administration	10.00	10.00	9.81	10.81	10.81	11.81	11.81
Roadway Maintenance	13.00	14.00	14.50	15.50	15.50	16.50	16.50
Traffic Safety	3.00	3.00	6.00	6.00	6.00	6.00	6.00
Total Road Use Tax Fund	26.00	27.00	30.31	32.31	32.31	34.31	34.31
Water Fund:							
Water Administration	3.07	3.07	3.32	3.32	3.32	3.32	3.32
Water Maintenance	10.00	10.00	11.83	11.83	11.83	11.83	11.83
Total Water Fund	13.07	13.07	15.15	15.15	15.15	15.15	15.15
Sewer Fund:							
Sewer Administration	3.06	3.06	3.31	3.31	3.31	3.31	3.31
Sewer Maintenance	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Total Sewer Fund	12.06	12.06	12.31	12.31	12.31	12.31	12.31

Budget Summary

Activity	Full-Time Equivalents (FTE)					2022-23 Budget	2023-24 Projected
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised		
Storm Water Fund:							
Storm Water Administration	2.75	2.75	3.75	4.00	4.00	5.00	5.00
Street Cleaning	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Storm Water Fund	3.75	3.75	4.75	5.00	5.00	6.00	6.00
Golf Course Fund:							
Golf Course Maintenance	5.83	6.08	6.08	6.08	6.32	6.32	6.32
Golf Course Pro Shop	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Golf Course Banquet Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Golf Course Fund	7.83	8.08	8.08	8.08	8.32	8.32	8.32
Central Garage Fund:	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Total Full-Time Equivalents	290.29	307.06	332.35	340.47	341.78	355.78	355.78

Full Time Equivalents by Fund



Net Change in Personnel

Addition of Permanent Positions

14.00 Full-Time Equivalents (FTE) – Total Added Permanent Positions

Position	Grade	FTE	PT/PT	Budget Activity
Police Officer – 01/01/23	PO	2.00	FT	Police Operations
Firefighter/Paramedic – 07/01/22	F11	3.00	FT	Emergency Medical Services
Adult Services Librarian – 04/01/23	N10	1.00	FT	Library
Digital Marketing Specialist – 04/01/23	N12	1.00	FT	Communications
Recreation Coordinator – 04/01/23	N09	1.00	FT	Recreation
Engineering Technician II – 04/01/23	N12	1.00	FT	Development Engineering
Budget Analyst – 07/01/22	N12	1.00	FT	City Manager's Office
IT Technician – 04/01/23	N11	1.00	FT	Information Technology
Civil Engineer I – 04/01/23	N12	1.00	FT	Roadway Administration
Equipment Operator – 07/01/22	A07	1.00	FT	Roadway Maintenance
Civil/Environmental Engineer – 07/01/22	N12	1.00	FT	Storm Water Administration

Promotion of Permanent Positions

No Change in Full-Time Equivalents (FTE)

Current Position	Grade	FT/PT	Proposed Position	Grade	FT/PT	Budget Activity
Permits Clerk	N06	FT	Permits Technician	N08	FT	Code Enforcement
Park Maintenance Tech I	A07	FT	Park Maintenance Tech II	A09	FT	Park Maintenance
Groundskeeper	A07	FT	Groundskeeper II	A09	FT	Prairie Ridge Sports Complex
Engineering Technician I	N11	FT	Engineering Technician II	N12	FT	Development Engineering

Reclassification of Permanent Positions

No Change in Full-Time Equivalents (FTE)

Position	Grade	FT/PT	Grade	FT/PT	Budget Activity
Criminal Intelligence Analyst	N09	FT	N10	FT	Police Support Services
Circulation Manager	N11	FT	N12	FT	Library

Title Change of Permanent Positions

No Change in Full-Time Equivalents (FTE)

Current Position	Grade	FT/PT	Proposed Position	Grade	FT/PT	Budget Activity
Captain	CPT	FT	Battalion Chief	CPT	FT	Fire Suppression
Lead Mechanic	A11	FT	Lead Fleet Technician	A11	FT	Central Garage
Mechanic	A09	FT	Fleet Technician	A09	FT	Central Garage

Change in Budget Activity of Permanent Positions

No Change in Full-Time Equivalents (FTE)

Position	Grade	FT/PT	Current Budget Activity	Proposed Budget Activity
Recreation Supervisor	N11	FT	Recreation (-1.00 FTE)	Community Centers (+1.00 FTE)

Total of 355.78 Full-Time Equivalents (FTE) Authorized for FY 2023

Capital Outlay and Supplemental Request Summary

Description	Fund	Schedule	Budget
Flock public safety camera system	General	New	\$ 35,750
Night vision equipment (8) – SERT	General	New	2,400
Command staff training	General	New	8,000
Increased meetings and food funding for in-service and external training	General	New	1,000
Clean exterior of building and memorial tribute area	General	Maintenance	10,000
Additional recruiting program funding	General	New	2,000
Add fitness equipment – rower	General	New	1,500
Replace fitness equipment – treadmill	General	Replacement – Normal	4,000
Rifle suppressors (7)	General	New	7,150
Rifle mounted lights (9)	General	Replacement – Normal	3,240
Simunition equipment	General	New	3,550
Emergency life and safety kits (6)	General	New	9,411
Rape Aggression Defense (RAD) instructor suits (2)	General	Replacement – Normal	4,000
Replace patrol bicycles (2)	General	Replacement – Normal	3,800
Replace patrol vehicles (6)	General	Replacement – Normal	368,637
Office furniture and reconfiguration	General	New	20,000
Chemical hood	General	New	2,500
Replace surveillance cameras (2)	General	Replacement – Normal	11,000
Repair retaining wall and fencing – FS2	General	Maintenance	10,000
Increase paramedic tuition assistance (4)	General	New	9,200
Replace countertops – FS1	General	Maintenance	8,200
Replace deteriorating concrete – FS1	General	Maintenance	10,000
Repaint high traffic and public areas – FS2	General	Maintenance	4,000
Mobile ventilation unit	General	New	2,775
Secure online payment gateway	General	New	1,000
Cell phones – ambulances (2)	General	New	1,104
Replace unit #113 – ambulance	General	Replacement – Normal	360,000
Wi-Fi hotspots (13)	General	New	4,500
Increase travel funding	General	New	750
Increase special programs/events – services	General	New	1,000
Increase special programs/events – supplies	General	New	2,000
Increase digital materials	General	New	6,000
New website and provider	General	New	30,000
Additional marketing funding	General	New	2,500
Work order and preventative maintenance software	General	New	3,000
Increase north and south side mowing contract frequency	General	Maintenance	67,280
Detention basin diffusers (6)	General	New	15,000
Miscellaneous equipment	General	New	2,400

Budget Summary

Description	Fund	Schedule	Budget
Cargo van storage/shelving – facilities maintenance technician	General	New	1,875
Replace unit #607 – 1/2 ton 4WD long bed truck	General	Replacement – Normal	30,200
Replace unit #610 – 1/2 ton 2WD truck	General	Replacement – Normal	34,000
Handheld radio	General	New	1,642
Banquet tables (7) – Outdoor Education Center	General	Replacement – Normal	3,600
Sound system – Senior Center	General	New	360
Repaint flume slides (2) and family slide (1) – PRAC	General	Maintenance	15,500
Replace south entrance fencing and gate – PRAC	General	Maintenance	3,170
Replace concession stand fryer – CFAC	General	Replacement – Normal	9,194
Replace chairs and loungers – CFAC & PRAC	General	Replacement – Normal	8,499
Repaint exterior doors and frames (40)	General	Maintenance	11,200
Water bottle filling stations (2) – football and softball concession stands	General	New	8,300
Replace snow blade	General	Replacement – Normal	4,638
Replace unit #653 – mower	General	Replacement – Normal	68,215
Replace outfield fencing – Hawkeye fields #1 and #2	General	Replacement – Normal	21,480
1/2 ton 4WD truck – engineering technician II	General	New	33,000
ID badge software and printer	General	New	2,000
Replace postage machine – lease option	General	New	(105)
Mid-Iowa Planning Alliance membership	General	New	10,183
Network security risk assessment	General	New	10,030
Add Palo Alto PA-820 DNS filter option to firewall	General	New	1,158
Cybersecurity awareness training subscription	General	New	10,000
IT Help Desk ticketing and tracking software	General	New	2,000
Security camera annual licensing and support	General	New	6,000
Microsoft SQL server database licenses	General	New	6,800
Replace wireless access points	General	Replacement – Normal	2,400
Replace network switches	General	Replacement – Normal	30,000
Network server room sensors	General	New	3,300
Replace security cameras – Police Department	General	Replacement – Normal	20,000
Replace multi-function copy machines (7)	General	Replacement – Normal	33,600
Uptown streetscape plan	Hotel/Motel	New	10,000
Replace outfield fencing – Hawkeye fields #1 and #2	Hawkeye Park Player Fees	Maintenance	21,480
Security cameras – Hawkeye Park concession stand	Hawkeye Park Player Fees	New	7,500
Robotic total station	Road Use Tax	New	800
Facility space needs study	Road Use Tax	New	30,000
Ash tree removal and replacement	Road Use Tax	Maintenance	13,000
Replace large fans in maintenance facility	Road Use Tax	Replacement – Normal	17,500
Replace unit #274 – 1 ton 4WD truck	Road Use Tax	Replacement – Normal	34,000
Replace unit #268 – single axle dump truck with snow plow	Road Use Tax	Replacement – Normal	265,000

Budget Summary

Description	Fund	Schedule	Budget
Replace unit #270 – single axle dump truck with snow plow	Road Use Tax	Replacement – Normal	265,000
Comprehensive transportation master plan	Road Use Tax	New	175,000
Upgrade traffic analysis software licenses	Road Use Tax	Replacement – Normal	2,700
Concrete storage pad for traffic signal and fiber optic system construction materials	Road Use Tax	New	9,000
Replace unit #275 – sign truck	Road Use Tax	Replacement – Normal	75,000
High density switch pack tester for advanced traffic control cabinets	Road Use Tax	New	8,000
Replace and upgrade GPS data collection device	Road Use Tax	Replacement – Normal	15,825
Short barrel rifles (2) – SERT	Police Seizure	New	4,375
Facility space needs study	Water	New	5,000
Replace unit #934 – backhoe	Water	Replacement – Normal	135,000
Facility space needs study	Sewer	New	5,000
Tuck point brick buildings – Maintenance Facility	Sewer	Maintenance	35,000
Replace unit #731 – skid loader	Sewer	Replacement – Normal	58,928
Native vegetation assessment	Storm Water	New	10,000
MS4 permit software platform	Storm Water	New	5,000
Upgrade Iowa Storm Water Education Partnership membership	Storm Water	New	3,350
Increase Four Mile Watershed Management Authority funding for a naturalist position	Storm Water	New	4,400
Recondition irrigation pumps and motors	Golf Course	Maintenance	23,500
Replace unit #849 – rough mower	Golf Course	Replacement – Normal	22,415
Replace golf cart GPS system	Golf Course	Replacement – Normal	12,600
Replace range ball picker baskets	Golf Course	Replacement – Normal	600
Folding chairs (200) and carts (4) for wedding ceremonies	Golf Course	New	4,200
Replace security cameras – Otter Creek Golf Course	Golf Course	Replacement – Normal	15,000
Replace lobby and bridal suite furniture	Golf Course	Replacement – Normal	2,500
Clubhouse renovations	Golf Course	Maintenance	10,000
Replace scissor lift	Central Garage	Replacement – Normal	23,000
Replace unit #122 – fire engine	Equipment Reserve	Replacement – Normal	720,000
Replace unit #228 – street sweeper	Equipment Reserve	Replacement – Normal	330,000
Replace golf cart fleet (70)	Equipment Reserve	Replacement – Normal	215,000
Sound system – Senior Center	Capital Projects	New	10,700
Security cameras – Miracle Park concession stand	Capital Projects	New	7,500
Replace garage doors – FS1	Capital Reserve	Maintenance	56,600
Replace diamond brite pool surface – PRAC	Capital Reserve	Maintenance	50,000
Total			<u>\$ 4,150,359</u>

Budget Summary

Fund Summary	Total Budget
General	\$ 1,430,886
Hotel/Motel Tax	10,000
Hawkeye Park Player Fees	28,980
Road Use Tax	910,825
Police Seizure	4,375
Water	140,000
Sewer	98,928
Storm Water	22,750
Golf Course	90,815
Central Garage	23,000
Equipment Reserve	1,265,000
Capital Projects	18,200
Capital Reserve	106,600
Total	<u>\$ 4,150,359</u>

GENERAL FUND

General Fund

Description of the Fund

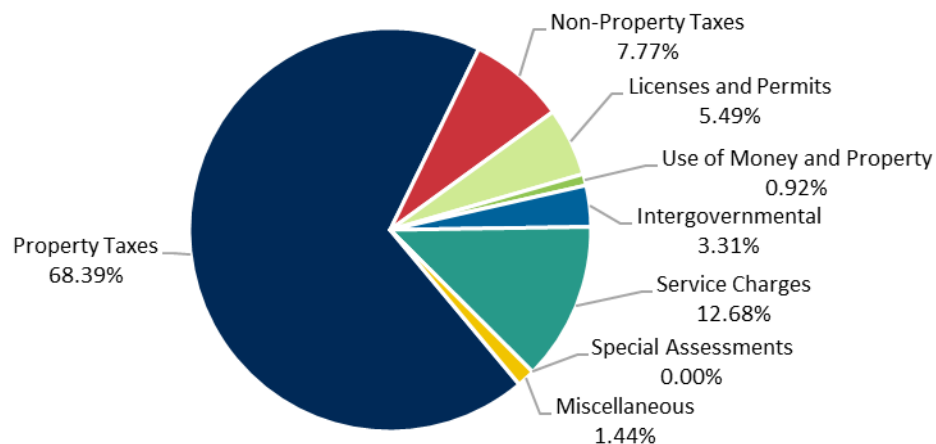
The general fund is a legally required fund which accounts for the general operations and activities of the City that are not specifically required to be accounted for elsewhere. The general fund also includes the hotel/motel fund. For budgetary purposes the hotel/motel tax fund is being accounted for separately, however for financial statement purposes is presented as the general fund.

Revenue Summary by Source

The City uses eight sources for budgeting revenues in the general fund. Those sources are summarized here and total \$40,956,624 for fiscal year 2023. Detailed information for each revenue source follows.

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Property Taxes	\$ 20,939,242	\$ 21,715,721	\$ 23,999,728	\$ 25,549,280	\$ 25,549,280	\$ 28,010,027	\$ 29,430,828
Non-Property Taxes	3,244,817	3,066,948	2,628,442	2,910,125	2,996,125	3,182,779	3,281,157
Licenses and Permits	2,090,465	2,441,600	3,069,489	2,372,600	2,377,600	2,247,600	2,138,600
Use of Money and Property	1,725,413	2,061,682	602,810	529,934	389,234	375,839	376,988
Intergovernmental	1,254,119	1,480,178	3,175,259	1,420,006	1,567,380	1,356,712	1,258,749
Service Charges	3,839,255	3,631,041	4,285,775	4,308,542	4,967,368	5,195,081	5,358,316
Special Assessments	311	230	-	500	-	-	-
Miscellaneous	679,618	517,089	574,480	593,232	650,852	588,586	601,243
Total Revenues	\$ 33,773,240	\$ 34,914,489	\$ 38,335,983	\$ 37,684,219	\$ 38,497,839	\$ 40,956,624	\$ 42,445,881
Transfers In	658,246	677,932	610,000	857,000	682,000	1,372,600	1,100,000
Total	\$ 34,431,486	\$ 35,592,421	\$ 38,945,983	\$ 38,541,219	\$ 39,179,839	\$ 42,329,224	\$ 43,545,881

Revenue by Source



Property Taxes – The primary funding source for general fund activities is property taxes, which accounts for 68.39% of total general fund revenues. For fiscal year 2023, the City's general levy will increase \$0.1033 to \$6.1533 per \$1,000 of taxable property valuation, significantly below the statutory cap of \$8.10 per \$1,000 of taxable property valuation. The aviation authority levy will decrease \$0.0033 to \$0.1467 per \$1,000 of taxable property valuation.

Property tax revenues are projected to increase in the general fund by \$2,460,747 or 9.63% due to regular taxable valuation growth of 7.90% and a \$0.10 net increase in the general and aviation authority levies. The following rollback changes impact this percentage increase: decrease in residential rollback from 56.41% to 54.13%, decrease in multi-residential rollback from

67.50% to 63.75%, increase in agricultural rollback from 84.03% to 89.04% and increase in utility rollback from 98.55% to 100%.

	2018-19	2019-20	2020-21	2021-22	2021-22	2022-23	2023-24
Property Taxes	Actual	Actual	Actual	Budget	Revised	Budget	Projected
General Property Tax	\$ 20,436,916	\$ 21,182,763	\$ 23,406,273	\$ 24,918,522	\$ 24,918,522	\$ 27,345,096	\$ 28,743,086
Airport Authority Tax	490,402	520,868	580,365	617,815	617,815	651,931	674,742
Ag Land Tax	11,924	12,090	13,090	12,943	12,943	13,000	13,000
Total Property Taxes	<u>\$ 20,939,242</u>	<u>\$ 21,715,721</u>	<u>\$ 23,999,728</u>	<u>\$ 25,549,280</u>	<u>\$ 25,549,280</u>	<u>\$ 28,010,027</u>	<u>\$ 29,430,828</u>

Non-Property Taxes – Non-property taxes include hotel/motel taxes, cable TV franchise taxes, mobile home taxes, utility excise taxes and utility franchise taxes. These revenues are estimated to be 6.23% higher at \$3,182,779, primarily due to the recovery of hotel/motel tax revenues. Hotel/motel taxes are budgeted at 85% of pre-pandemic levels in fiscal year 2023 and increasing to 90% in fiscal year 2024. Non-property taxes constitute 7.77% of total general fund revenues.

	2018-19	2019-20	2020-21	2021-22	2021-22	2022-23	2023-24
Non-Property Taxes	Actual	Actual	Actual	Budget	Revised	Budget	Projected
Hotel/Motel Tax	\$ 1,437,042	\$ 1,341,089	\$ 834,306	\$ 1,128,000	\$ 1,209,000	\$ 1,370,000	\$ 1,451,000
Cable TV Franchise Tax	261,224	267,155	256,414	260,000	256,000	256,000	256,000
Mobile Home Tax	15,742	14,775	15,971	15,300	15,300	15,300	15,300
Utility Excise Tax	175,528	169,700	162,311	185,825	185,825	204,479	214,857
Utility Franchise Tax	1,355,281	1,274,229	1,359,440	1,321,000	1,330,000	1,337,000	1,344,000
Total Non-Property Taxes	<u>\$ 3,244,817</u>	<u>\$ 3,066,948</u>	<u>\$ 2,628,442</u>	<u>\$ 2,910,125</u>	<u>\$ 2,996,125</u>	<u>\$ 3,182,779</u>	<u>\$ 3,281,157</u>

Licenses and Permits – Licenses and permits are used by the City as a means of monitoring certain activities such as the sale of alcohol, building construction, garbage hauling, contractor licensing, sale of cigarettes, door-to-door soliciting and pet licensing. Fiscal year 2023 revenues are estimated to decrease \$130,000 from \$2,377,600 to \$2,247,600. For budgetary purposes, it is assumed that building permit activity will moderate to approximately 95% of the revised fiscal year 2022 budget after record activity the last several years.

	2018-19	2019-20	2020-21	2021-22	2021-22	2022-23	2023-24
Licenses and Permits	Actual	Actual	Actual	Budget	Revised	Budget	Projected
Miscellaneous Licenses and Permits:							
Alarm Permits	\$ 14,045	\$ 14,150	\$ 14,525	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Liquor Licenses	57,806	64,258	12,711	58,000	79,000	61,000	61,000
Cigarette Permits	4,300	6,875	4,500	5,000	5,000	5,000	5,000
Solicitor Licenses	8,140	5,010	7,345	7,000	7,000	7,000	7,000
Miscellaneous Business Licenses	2,750	1,259	1,554	2,000	2,000	2,000	2,000
Garbage Licenses	1,533	1,400	1,200	1,400	1,400	1,400	1,400
Pet Licenses	22,830	19,783	44,039	25,000	29,000	29,000	29,000
Mobile Food Vendor Licenses	-	2,565	8,240	2,000	5,000	5,000	5,000
Code Enforcement Permits:							
Operational Permits	4,670	3,170	8,885	7,000	4,000	4,000	4,000
Building Permits	1,516,394	1,809,995	2,333,174	1,753,000	1,753,000	1,665,000	1,577,000
Electrical Permits	163,322	178,164	192,981	141,000	149,000	141,000	134,000
Heating Permits	113,862	115,850	128,679	94,000	101,000	95,000	90,000
Plumbing Permits	107,879	132,677	149,211	127,000	127,000	120,000	114,000
Driveway Permits	14,070	16,175	22,985	18,000	16,000	15,000	14,000
Sidewalk Permits	13,990	16,700	23,685	19,000	15,000	14,000	13,000
Moving/Demolition Permits	275	250	450	200	200	200	200
Miscellaneous Permits	44,599	53,319	115,325	99,000	70,000	69,000	68,000
Total Licenses and Permits	<u>\$ 2,090,465</u>	<u>\$ 2,441,600</u>	<u>\$ 3,069,489</u>	<u>\$ 2,372,600</u>	<u>\$ 2,377,600</u>	<u>\$ 2,247,600</u>	<u>\$ 2,138,600</u>

Use of Money and Property – The use of money and property are monies the City receives for renting, leasing or loaning its property to others. These include interest, aquatic center rentals, park shelter rentals and sports complex rentals that account for 0.92% of total general fund revenues. These revenues are projected to decrease \$13,395 due to the uncertain investment environment and one-time beverage agreement commissions in fiscal year 2022.

Use of Money and Property	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Interest	\$ 1,491,952	\$ 1,869,636	\$ 367,184	\$ 300,000	\$ 130,000	\$ 125,000	\$ 125,000
Commissions	8,168	6,524	414	8,000	18,300	6,800	6,800
Advertising	8,800	8,800	1,550	-	-	-	-
Leases	39,868	40,851	46,525	42,934	42,934	44,039	45,188
Aquatic Center Rentals	48,489	13,291	28,136	27,000	27,000	30,000	30,000
Community Center Rentals	47,655	46,355	39,777	50,000	67,000	67,000	67,000
Library Rentals	-	3,469	3,016	12,000	7,000	7,000	7,000
Park Shelter Rentals	17,503	9,824	18,985	17,000	18,000	18,000	18,000
Sports Complex Rentals	61,515	61,523	96,612	72,000	78,000	77,000	77,000
Miscellaneous Rentals	1,463	1,409	611	1,000	1,000	1,000	1,000
Total Use of Money and Property	<u>\$ 1,725,413</u>	<u>\$ 2,061,682</u>	<u>\$ 602,810</u>	<u>\$ 529,934</u>	<u>\$ 389,234</u>	<u>\$ 375,839</u>	<u>\$ 376,988</u>

Intergovernmental – Intergovernmental revenues are monies received from federal, state and local governments in the form of grants, revenue sharing or cost sharing agreements. Intergovernmental revenues account for 3.31% of total general fund revenues and will decrease \$210,668 due to the reduction in commercial and industrial replacement and the completion of the Community Oriented Policing Services (COPS) hiring grant for three police officers.

The largest intergovernmental revenue is the collection of commercial and industrial replacement. Senate File 619, approved in 2021, included a provision to phase out commercial and industrial tax replacement claims, known as backfill, in either five or eight years depending on valuation growth. Cities, including Ankeny, with more growth than the statewide average of 31.24% from 2014-2021 will see the reduction of the backfill over five years, beginning in fiscal year 2023. For fiscal year 2023, commercial and industrial replacement will be reduced from \$650,888 to \$531,615, a loss of \$119,273. Other intergovernmental revenues include township contributions for fire and emergency services, cost sharing agreements with the school district for school resource officers, county contributions to the library and public safety grants.

Intergovernmental	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Local:							
Fire Protection	\$ 290,993	\$ 314,728	\$ 340,823	\$ 367,000	\$ 362,000	\$ 400,000	\$ 421,000
School/Police Agreements	132,610	182,292	195,678	130,533	129,257	138,393	146,539
County Library Contribution	120,656	130,444	135,316	135,316	156,644	156,644	156,644
Other Local Contributions	27,562	60,798	29,488	33,000	40,000	59,000	64,000
Miscellaneous Grants	2,058	1,519	2,471	-	2,126	-	-
State:							
Commercial & Industrial Replacement	606,156	613,801	640,447	624,283	650,888	531,615	399,506
Library Contribution	27,357	24,564	23,723	23,700	31,060	31,060	31,060
Miscellaneous Grants	-	-	-	-	18,208	-	-
Federal:							
Public Safety Grants	46,727	152,032	1,807,313	106,174	177,197	40,000	40,000
Total Intergovernmental	<u>\$ 1,254,119</u>	<u>\$ 1,480,178</u>	<u>\$ 3,175,259</u>	<u>\$ 1,420,006</u>	<u>\$ 1,567,380</u>	<u>\$ 1,356,712</u>	<u>\$ 1,258,749</u>

Service Charges – Many departments charge fees for various services and programs offered, such as police and fire reports, ambulance charges, parks and recreation fees, as well as planning and building fees. Revenue generated by service charges totals \$5,195,081 for fiscal year 2023, an increase of \$227,713. The largest increase will come from ambulances charges as call volumes continue to grow.

Service Charges	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Public Safety:							
Police Reports	\$ 9,154	\$ 9,070	\$ 8,325	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
Fire/Ambulance Reports	290	270	205	200	200	200	200
False Alarm Fees	5,000	3,800	4,455	4,000	4,000	4,000	4,000
Ambulance Charges	1,463,584	2,150,712	2,331,846	2,140,704	2,474,672	2,782,937	2,882,937
Fingerprinting	21,505	15,115	5,013	20,000	15,000	15,000	15,000
Towing Surcharges	2,060	2,060	2,290	2,000	2,000	2,000	2,000
Animal Impound Fees	1,404	760	752	500	7,000	7,000	7,000
RAD Course	780	2,406	202	-	1,954	-	-
Miscellaneous Charges	1,900	7,009	2,374	2,000	2,000	2,000	2,000
Culture and Recreation:							
Community Center Passes	-	-	-	-	25,000	28,000	28,000
Dog Park Passes	40,215	35,611	39,026	35,000	37,000	37,000	37,000
Aquatic Center Passes	458,869	27,010	383,366	410,000	410,000	410,000	410,000
Aquatic Center Admissions	463,463	320,376	248,738	412,000	542,000	460,000	460,000
Special Programs	183,767	152,511	62,776	158,000	107,000	142,000	166,000
Special Populations	9,626	5,233	3,867	12,000	6,000	-	-
Recreation Programs	348,984	231,089	298,889	315,000	391,000	401,000	401,000
Swimming Lessons	113,550	26,021	98,960	97,000	110,000	110,000	110,000
Field Preparation Fees	3,383	2,519	6,125	3,000	3,000	3,000	3,000
Copy Charges	8,136	5,226	4,711	8,000	8,000	8,000	8,000
Miscellaneous Charges	2,381	1,656	1,411	2,000	2,000	2,000	2,000
Community and Economic Development:							
Housing Code	85,668	48,725	54,505	70,000	89,000	70,000	70,000
Plan Review Fees	350,035	239,207	413,539	239,000	320,000	300,000	285,000
Site Plan Review	13,695	11,920	12,030	11,000	14,000	13,000	12,000
Zoning	4,705	5,200	7,990	4,000	5,000	4,000	4,000
Subdivision Filing Fees	15,675	11,605	14,220	12,000	12,000	11,000	10,000
Board of Adjustment Fees	2,200	1,940	4,920	1,000	3,000	2,000	2,000
Architectural Review Board	4,270	6,625	4,910	4,000	5,000	4,000	4,000
Miscellaneous Service Charges:							
Information Systems Charges	222,572	304,853	266,797	335,138	359,542	365,944	422,179
Miscellaneous Charges	2,384	2,512	3,533	2,000	3,000	2,000	2,000
Total Service Charges	<u>\$ 3,839,255</u>	<u>\$ 3,631,041</u>	<u>\$ 4,285,775</u>	<u>\$ 4,308,542</u>	<u>\$ 4,967,368</u>	<u>\$ 5,195,081</u>	<u>\$ 5,358,316</u>

Special Assessments – Special assessments account for the reimbursement of mowing and snow removal costs if a home owner fails to comply with the Municipal Code. These collections are estimated at \$0 for fiscal year 2023.

Special Assessments	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Nuisance Abatement	\$ 311	\$ 230	\$ -	\$ 500	\$ -	\$ -	\$ -
Total Special Assessments	<u>\$ 311</u>	<u>\$ 230</u>	<u>\$ -</u>	<u>\$ 500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

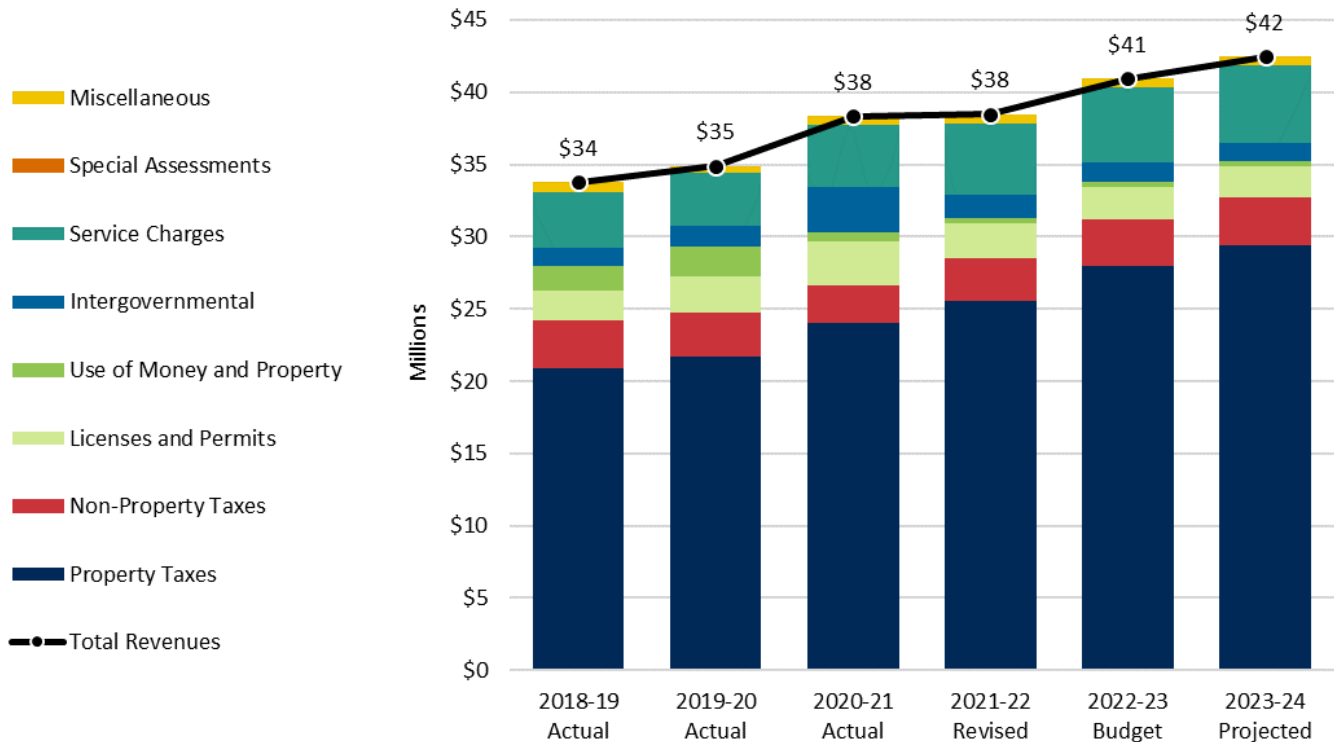
Miscellaneous – All other types of revenues that do not fit into the categories above are considered miscellaneous. Miscellaneous revenues include concessions, reimbursements from sports groups for the maintenance of Prairie Ridge Sports Complex, fines and parking tickets. The fiscal year 2023 budget is estimated at \$588,586, down \$62,266 after temporarily managing the concession stands at Prairie Ridge Sports Complex during the COVID-19 pandemic.

Miscellaneous	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Concessions	\$ 229,971	\$ 141,040	\$ 140,471	\$ 196,000	\$ 256,000	\$ 219,000	\$ 219,000
Map Sales	30	55	25	-	-	-	-
Salvage Sales	8,001	2,768	6,064	-	1,000	-	-
Knox Box Sales	11,316	-	-	-	-	-	-
Private Contributions	4,400	25,950	-	5,000	5,000	-	-
Sponsorships	20,921	19,759	13,750	18,000	16,000	16,000	16,000
Rebates/Refunds/Reimbursements	38,499	36,960	115,450	3,500	29,116	4,000	4,000
Overtime Reimbursement	12,731	17,132	3,361	11,000	19,000	14,000	14,000
Roadway Signage Reimbursement	17,500	4,700	797	10,000	-	-	-
Maintenance Reimbursement	213,992	174,126	211,109	241,132	241,132	253,186	265,843
Ticket Reimbursement	167	-	-	-	-	-	-
Fines/Parking Tickets	64,018	59,615	56,131	60,000	56,000	56,000	56,000
Library Fines	44,692	29,139	19,374	40,000	20,000	20,000	20,000
Lost/Damaged Materials	7,857	3,381	5,409	8,000	6,000	6,000	6,000
Miscellaneous	3,083	1,564	1,569	600	1,604	400	400
Overages/Shortages	2,440	900	970	-	-	-	-
Total Miscellaneous	\$ 679,618	\$ 517,089	\$ 574,480	\$ 593,232	\$ 650,852	\$ 588,586	\$ 601,243
Total Revenues	\$33,773,240	\$34,914,489	\$38,335,983	\$37,684,219	\$38,497,839	\$40,956,624	\$42,445,881

Transfers In – Transfers in to the general fund include \$291,000 from the hotel/motel tax fund, \$400,000 each from the water and sewer funds and \$281,600 from the capital reserve fund for a fiscal year 2023 total of \$1,372,600.

Transfers In	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Total Transfers In	\$ 658,246	\$ 677,932	\$ 610,000	\$ 857,000	\$ 682,000	\$ 1,372,600	\$ 1,100,000

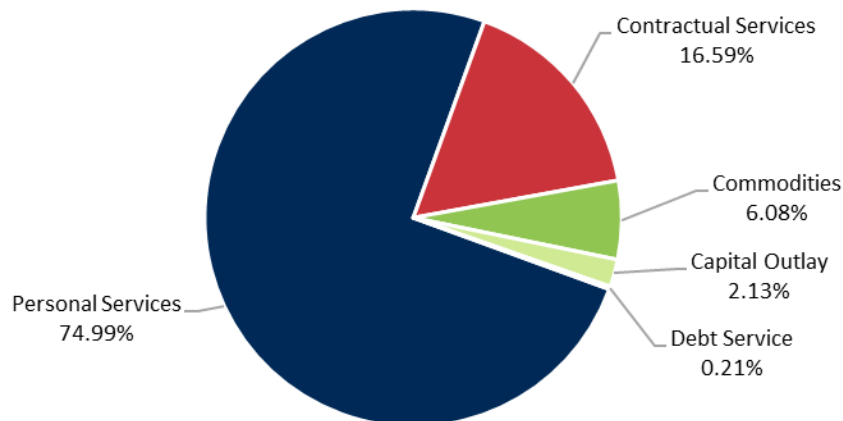
Revenue Summary



Expenditure Summary by Type

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Personal Services	\$ 21,889,748	\$ 23,225,958	\$ 24,382,841	\$ 28,755,066	\$ 28,240,178	\$ 31,476,637	\$ 33,953,335
Contractual Services	4,141,297	4,247,843	4,298,114	5,646,278	6,163,885	6,965,104	6,606,071
Commodities	1,709,795	1,960,969	1,881,615	2,517,952	2,663,049	2,548,725	2,586,261
Capital Outlay	559,986	718,269	1,043,537	960,512	1,010,512	895,927	1,173,997
Debt Service	42,096	19,822	19,822	19,049	19,049	86,518	239,686
Total Expenditures	\$ 28,342,922	\$ 30,172,861	\$ 31,625,929	\$ 37,898,857	\$ 38,096,673	\$ 41,972,911	\$ 44,559,350
Transfers Out	4,976,042	5,173,089	1,258,906	1,214,850	1,370,850	1,458,850	1,536,600
Total	\$ 33,318,964	\$ 35,345,950	\$ 32,884,835	\$ 39,113,707	\$ 39,467,523	\$ 43,431,761	\$ 46,095,950

Expenditure by Type



Personal Services – Personal services include expenditures for salaries, wages, and related employee benefits. Personal services account for the majority of general fund expenditures at 74.99% and are budgeted to grow \$3,236,459 or 11.46%. This large increase is related to the following:

- Funds 11 new full-time equivalents positions, along with several promotions, reclassifications, title changes and changes in budget activity.
- Adjusts non-union full-time, permanent part-time and seasonal pay scales.
- Incorporates new union contracts with the Ankeny Police Department Employee's Union (Teamsters Local No. 238), Ankeny Career Firefighters Union (International Association of Fire Fighters) and AFSCME Union (golf course maintenance, municipal utilities, park maintenance and public works employees).
- Adds an additional vacancy factor of 1 police officer, increasing from 2 to 3.

Contractual Services – Contractual services include expenditures with outside parties for professional services, technical services, rents and leases, utilities and communications, travel and training and repairs and maintenance. For fiscal year 2023, this type of expenditure is budgeted to increase from \$6,163,885 to \$6,965,104, an increase of \$801,219 or 13.00% due to the new Des Moines Airport Authority commitment and large one-time facility maintenance projects.

Commodities – Commodities include expenditures for office supplies, operating supplies, equipment, merchandise for resale, and maintenance parts and supplies. Commodities are 6.08% of the general fund expenditure budget and total \$2,548,725 for fiscal year 2023, down \$114,324 or 4.29% from the revised fiscal year 2022 budget. The decrease is due to the

replacement of the police body worn cameras, vehicle mounted cameras and web accessible digital evidence management system.

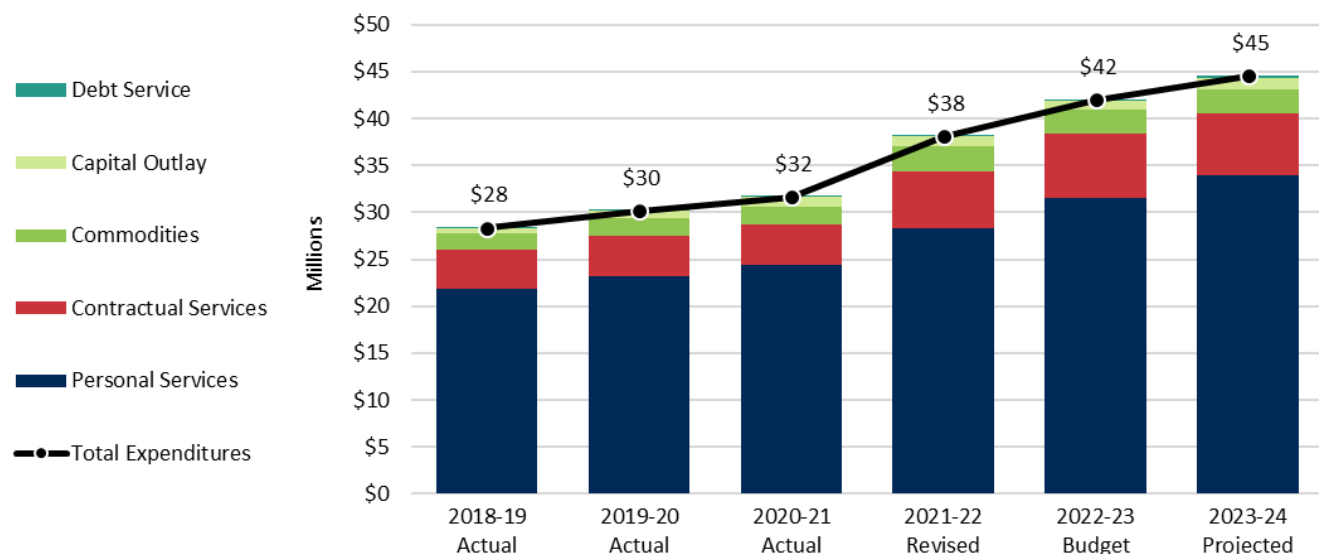
Capital Outlay – Capital outlay includes expenditures that result in the acquisition of, or additions to, capital assets. To be classified as a capital outlay, an item must generally have an expected life of more than three years and a cost equal to or greater than the capitalization threshold of \$5,000 for vehicles and equipment. The fiscal year 2023 general fund budget includes capital outlay expenditures of \$895,927, a decrease of \$114,585. Allocations for capital outlay vary from year to year based on vehicle and equipment replacement schedules.

Debt Service – Debt service includes expenditures of \$86,518 for the payment of principal and interest to the equipment reserve fund. As an internal service fund, the equipment reserve fund provides low interest loans for the purchase of vehicles and equipment. Loans carry a two-and-a-half percent interest rate with a five-year repayment schedule. The repayment period spans six fiscal years with a half payment due in the first fiscal year and a half payment due in the last fiscal year. New debt service payments of \$77,042 will begin in fiscal year 2023 for the purchase of a replacement fire engine with equipment reserve funds.

Transfers Out – Transfers out total \$1,458,850 for fiscal year 2023. Transfers include \$88,850 to the debt service fund and \$1,370,000 to the hotel/motel tax fund. By law, hotel/motel taxes are required to be collected in the general fund, but the funds are then transferred to the hotel/motel tax fund to better account for their distribution.

Transfers Out	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Transfer to Capital Projects	\$ 3,539,000	\$ 3,832,000	\$ 340,000	\$ -	\$ 75,000	\$ -	\$ -
Transfer to Debt Service	-	-	84,600	86,850	86,850	88,850	85,600
Transfer to Hotel/Motel Tax	1,437,042	1,341,089	834,306	1,128,000	1,209,000	1,370,000	1,451,000
Total Transfers Out	<u>\$ 4,976,042</u>	<u>\$ 5,173,089</u>	<u>\$ 1,258,906</u>	<u>\$ 1,214,850</u>	<u>\$ 1,370,850</u>	<u>\$ 1,458,850</u>	<u>\$ 1,536,600</u>

Expenditure Summary by Type



Expenditure Summary by Program

The program budget, as required by the Iowa Administrative Code 545-2.1, groups the City's expenditures by program in order to provide consistent information on the purpose of the expenditures. Program expenditures are described in total here with additional information provided in the department sections that follow.

Public Safety – One of the primary services the City provides is police and fire protection. The public safety program represents the largest expenditure budget category accounting for 58.08% of the general fund budget. The fiscal year 2023 budget increased by 10.00% over the revised fiscal year 2022 budget. The public safety program includes 175.96 full-time equivalent employees (FTE) an increase of 5.00 FTE from the previous year. School crossing guards, animal control, emergency preparedness and code enforcement are also activities of the public safety program.

Public Safety	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Police Administration	\$ 744,398	\$ 772,128	\$ 850,955	\$ 911,040	\$ 1,622,056	\$ 1,772,643	\$ 1,844,032
Police Operations	5,944,696	6,267,636	6,494,269	7,742,612	6,601,536	7,363,552	7,750,718
Police Support Services	1,699,445	1,696,510	1,968,160	2,228,406	2,372,425	2,576,960	2,757,417
School Crossing Guards	101,169	55,714	150,670	87,586	96,839	101,681	106,765
Animal Control	6,855	6,185	6,576	13,000	22,000	22,000	22,000
Emergency Preparedness	48,200	102,947	54,893	92,961	92,944	62,641	65,423
Fire Administration	1,043,713	955,558	900,203	1,120,554	1,147,256	1,247,472	1,275,997
Fire Suppression	2,391,646	2,706,007	2,892,724	3,102,992	3,156,734	3,417,680	3,768,689
Emergency Medical Services	3,543,991	4,079,606	4,425,862	5,192,452	5,104,683	5,766,669	6,397,263
Code Enforcement	1,428,573	1,458,371	1,681,025	1,906,063	1,943,734	2,046,847	2,185,579
Total Public Safety	\$ 16,952,686	\$ 18,100,662	\$ 19,425,337	\$ 22,397,666	\$ 22,160,207	\$ 24,378,145	\$ 26,173,883

Health and Social Services – The smallest expenditure program the City provides is health and social services. The program represents 0.00% of the general fund budget. The fiscal year 2023 budget decreased 100% over the revised fiscal year 2022 budget. The health and social services program includes no full-time equivalent employees (FTE) which represents no change from the previous year. Included in health and social services are special populations.

Health and Social Services	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Special Populations	\$ 19,547	\$ 13,924	\$ 2,725	\$ 19,000	\$ 7,000	\$ -	\$ -
Total Health and Social Services	\$ 19,547	\$ 13,924	\$ 2,725	\$ 19,000	\$ 7,000	\$ -	\$ -

Culture and Recreation – Culture and recreation represents the second largest budget category, accounting for 21.24% of the general fund expenditures. The fiscal year 2023 budget increased by 10.88% over the revised fiscal year 2022 budget. The culture and recreation program includes 52.50 full-time equivalent employees (FTE) an increase of 2.00 FTE from the previous year. Included in culture and recreation are the library, parks and recreation and cemetery.

Culture and Recreation	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Library	\$ 1,565,819	\$ 1,711,169	\$ 2,101,474	\$ 2,495,852	\$ 2,469,866	\$ 2,648,283	\$ 2,878,943
Park Administration	369,075	312,658	296,635	328,156	387,394	334,963	353,032
Park Maintenance	1,275,312	1,317,768	1,431,963	1,690,743	1,678,825	1,781,914	1,810,525
Recreation	661,542	598,346	503,766	913,738	923,978	886,897	995,079
Community Centers	58,770	43,506	20,898	129,050	231,599	502,732	511,230
Cemetery	600	-	1,200	600	600	600	600
Aquatic Centers	1,000,307	904,326	673,627	1,287,567	1,304,379	1,555,605	1,336,798
Prairie Ridge Sports Complex	770,473	791,600	887,532	997,488	987,246	1,122,732	1,154,481
Hawkeye Park Sports Complex	49,035	38,350	55,187	59,449	58,088	82,866	61,524
Total Culture and Recreation	\$ 5,750,933	\$ 5,717,723	\$ 5,972,282	\$ 7,902,643	\$ 8,041,975	\$ 8,916,592	\$ 9,102,212

Public Works – Public works represents 1.59% of general fund expenditures. The fiscal year 2023 budget increased by 5.00% over the revised fiscal year 2022 budget. The public works program includes no full-time equivalent employees (FTE) which represents no change from the previous year. Included in the public works program is the aviation authority.

Public Works	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Airport Authority	\$ 508,915	\$ 547,217	\$ 597,335	\$ 637,414	\$ 637,576	\$ 669,455	\$ 689,539
Total Public Works	\$ 508,915	\$ 547,217	\$ 597,335	\$ 637,414	\$ 637,576	\$ 669,455	\$ 689,539

Community and Economic Development – Community and economic development represents 6.37% of general fund expenditures. The fiscal year 2023 budget increased by 7.28% over the revised fiscal year 2022 budget. The community and economic development program includes 19.25 full-time equivalent employees (FTE) an increase of 1.00 FTE from the previous year. Included in the community and economic development program are the housing authority, development engineering, community development and economic development.

Community and Economic Development	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Housing Authority	\$ 27,512	\$ 10,763	\$ 27,969	\$ 13,208	\$ 13,208	\$ 33,454	\$ 13,708
Development Engineering	492,575	640,410	688,693	878,523	914,386	1,021,654	1,137,485
Community Development	878,871	870,401	846,654	1,095,316	1,127,227	1,242,140	1,255,839
Economic Development	310,619	356,414	318,374	351,107	436,647	375,642	394,118
	\$ 1,709,577	\$ 1,877,988	\$ 1,881,690	\$ 2,338,154	\$ 2,491,468	\$ 2,672,890	\$ 2,801,150

General Government – General government represents 12.72% of general fund expenditures. The fiscal year 2023 budget increased by 12.13% over the revised fiscal year 2022 budget. The general government program includes 27.98 full-time equivalent employees (FTE) an increase of 3.00 FTE from the previous year. Included in the general government program are communications, mayor and city council, human resources, city manager, city clerk, finance, information technology and city hall building.

General Government	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Communications	\$ 303,088	\$ 295,434	\$ 329,085	\$ 424,502	\$ 432,598	\$ 497,909	\$ 573,556
Mayor and City Council	154,107	184,556	120,947	224,741	219,488	557,071	561,653
Human Resources	312,522	400,476	411,617	466,648	452,920	491,425	515,677
City Manager	830,196	816,355	809,219	1,022,837	1,119,524	1,157,618	1,186,326
City Clerk	451,883	465,547	441,108	495,162	486,176	508,533	569,410
Finance	384,516	443,283	499,102	545,865	520,028	570,659	608,555
Information Technology	890,289	1,219,412	1,067,188	1,340,555	1,438,168	1,463,777	1,688,716
City Hall Building	74,663	90,284	68,294	83,670	89,545	88,837	88,673
Total General Government	\$ 3,401,264	\$ 3,915,347	\$ 3,746,560	\$ 4,603,980	\$ 4,758,447	\$ 5,335,829	\$ 5,792,566

Expenditure by Program

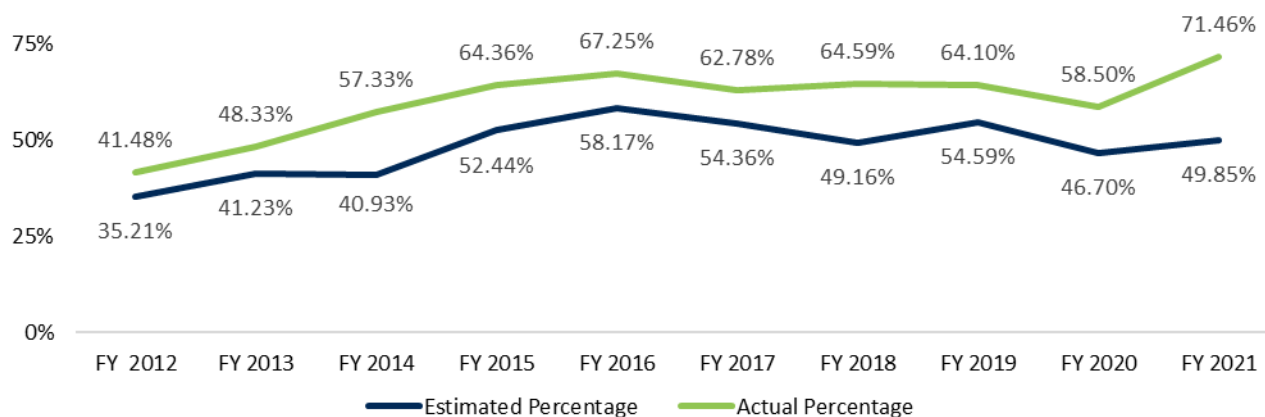


Fund Balance Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 19,660,991	\$ 20,773,513	\$ 21,019,984	\$ 23,114,840	\$ 27,081,132	\$ 26,793,448	\$ 25,690,911
Revenues	33,773,240	34,914,489	38,335,983	37,684,219	38,497,839	40,956,624	42,445,881
Transfers In	658,246	677,932	610,000	857,000	682,000	1,372,600	1,100,000
Funds Available	\$ 54,092,477	\$ 56,365,934	\$ 59,965,967	\$ 61,656,059	\$ 66,260,971	\$ 69,122,672	\$ 69,236,792
Expenditures	28,342,922	30,172,861	31,625,929	37,898,857	38,096,673	41,972,911	44,559,350
Transfers Out	4,976,042	5,173,089	1,258,906	1,214,850	1,370,850	1,458,850	1,536,600
Ending Balance, June 30	\$ 20,773,513	\$ 21,019,984	\$ 27,081,132	\$ 22,542,352	\$ 26,793,448	\$ 25,690,911	\$ 23,140,842

The financial strength of the general fund is of great importance because of the implications that it has on the overall property tax levy, the bond rating, operating cash flows during the year and the ability to handle contingencies. City Council has set the minimum fund balance for the general fund at 25% of general fund appropriations for the succeeding fiscal year. A measure of fund balance versus appropriations for the last ten years is as follows:

Fiscal Year	Succeeding Year's Appropriations	Estimated Ending Fund Balance	Estimated Percentage	Actual Ending Fund Balance	Actual Percentage
2012	\$21,227,008	\$7,474,241	35.21%	\$8,803,209	41.48%
2013	21,677,942	8,938,645	41.23%	10,477,735	48.33%
2014	22,099,102	9,046,077	40.93%	12,669,357	57.33%
2015	23,245,224	12,190,721	52.44%	14,960,077	64.36%
2016	25,339,536	14,740,005	58.17%	17,041,155	67.25%
2017	27,941,765	15,188,212	54.36%	17,541,849	62.78%
2018	30,438,087	14,964,021	49.16%	19,660,991	64.59%
2019	32,408,183	17,690,085	54.59%	20,773,513	64.10%
2020	35,934,139	16,780,409	46.70%	21,019,984	58.50%
2021	37,898,857	18,892,886	49.85%	27,081,132	71.46%

Fund Balance
Budget versus Actual

Estimated Ending Fund Balance

The budgeted fund balance at June 30, 2023, is projected to be \$25,690,911 a decrease of \$1,102,537 from the revised June 30, 2022 budget.

Looking Ahead to Fiscal Year 2024 and Beyond

- The continued impact of COVID-19 and its disruption on the economy.
- On December 31, 2021, the City entered into a letter of agreement with the Des Moines Airport Authority to contribute \$2,020,650 in monetary support over six years for the new \$530 million Des Moines Airport terminal. The City's contribution will leverage additional funding from several partners, including federal, state and local governments to advance the project.
- Senate File 619, approved in 2021, included a provision to phase out commercial and industrial tax replacement claims, known as backfill, in either five or eight years depending on valuation growth. Cities, including Ankeny, with more growth than the statewide average of 31.24% from 2014-2021 will see the reduction of backfill over five years, beginning in fiscal year 2023.

The projected reduction in commercial and industrial replacement revenue in the general fund is as follows:

Fiscal Year	Commercial & Industrial Replacement
FY 2023	\$119,273
FY 2024	132,109
FY 2025	131,454
FY 2026	133,895
FY 2027	134,157
Total	\$650,888

- During the 2021 legislative session, legislation was signed into law that included new elderly tax credits for property owners who reach 70 years of age and earn less than 200% of the federal poverty level. Unlike existing credits that are paid for by the State pursuant to Chapter 25 of the Iowa Code, the new credit was exempted from provisions of Chapter 25, meaning the associated revenue losses will be absorbed by local governments. The City's revenue losses are unknown, but will grow over time.
- The residential rollback is estimated to increase from 54.13% to 55.43% in fiscal year 2024. Because 70.18% of taxable property valuation in the City is residential, changes in the residential rollback can have a significant impact on property tax revenues.
- The multi-residential rollback will decrease from 63.75% to an estimated 55.43% in fiscal year 2024; there is no backfill for this future loss of tax revenues. The multi-residential class of property will be eliminated in fiscal year 2024 as the rollback equals that of residential property. Such properties will move to the residential property class. Multi-residential property is a much smaller percentage of the property class mix at 2.03%, but has been increasing with the construction of both traditional multi-family projects and numerous assisted living facilities.
- As growth continues, call volumes and travel times for emergency response will require the construction of Fire Station No. 4 in the northwest quadrant. The 2022-2026 Capital Improvement Program includes property acquisition in 2022, design in 2024 and construction in 2025. This timeline will require fully staffing and equipping the new station in fiscal year 2026, although the City is planning a phased approach to staffing the new station beginning with three new firefighter/paramedics in fiscal year 2023.
- The Polk County Sheriff's Office manages the Public Safety Emergency Dispatch Communication Centers on behalf of 31 agencies, including the Ankeny Police and Fire Departments. The 28E Agreement approved in September 2019 extends the dispatch services agreement to June 30, 2030, but requires a financial commitment of approximately \$337,000 for the first time beginning on July 1, 2024. The agreement provided new mobile radios, portable radios and communications tower for enhanced coverage.

Police Department

The department consists of two primary functions: operations and support services. These are further divided into the following activities for budget management purposes:

Police Administration – governs the general administration of the Police Department under the direct control of the police chief. Besides routine administrative tasks, staff handles payroll, budget, training and education and policy and rule development. These issues are shaped by court decisions, federal and state mandates and laws, as well as community norms and values. A well-functioning department professionally develops its personnel to meet the needs of the community within all legal requirements. This includes projecting staffing levels and resource allocation within the parameters of the budget.

Police Operations – is responsible for providing basic police services while responding to calls. Traffic enforcement, accident investigation, investigation of minor criminal offenses and crime prevention measures are undertaken by members of the division. Members assist other divisions as needed on an ongoing basis.

Police Support Services – provides support to the operations division. The primary responsibilities of the division are the investigation section, property identification section, narcotics enforcement and records management, as well as oversight of the school crossing guard program.

School Crossing Guards – program expenditures are tracked separately to identify the costs associated with the school crossing guard contract. Costs of the program are shared with the Ankeny Community School District.

Animal Control – program expenditures are tracked separately in this activity. The City temporarily houses animals at the police station for up to 24 hours. After that, animals are transported to the Animal Rescue League.

Council Goal	Department Goal	Indicators	CY 2018 Actual	CY 2019 Actual	CY 2020 Actual	CY 2021 Estimated	CY 2022 Projected
Deliver Exceptional Service 	To recruit and retain highly educated and talented police officers who reflect the values of our City	Number of police stations	1	1	1	1	1
		Number of sworn officers	65	68	68	70	70
		Number of sworn officers per 1,000 population	0.95	1.00	1.00	1.00	0.97
		Officer turnover, including retirements	7.69%	7.35%	7.35%	7.14%	7.14%
	To maintain training and equipment pace commensurate with customer needs	Training hours, including academy – operations	12,385	14,047	9,816	11,000	12,500
		Average per employee training cost – operations	\$1,584	\$1,396	\$1,396	\$2,407	\$1,966
		Police services – excellent or good ⁽¹⁾			85%		87%

Council Goal	Department Goal	Indicators	CY 2018 Actual	CY 2019 Actual	CY 2020 Actual	CY 2021 Estimated	CY 2022 Projected
Enhance Quality of Life 	To provide high visibility within the City to reduce the incidence and fear of crime	Number of calls for service	42,130	44,346	38,465	40,000	41,500
		Number of miles logged by sworn officers	362,243	377,474	366,692	404,000	441,652
		Crime prevention – excellent or good ⁽¹⁾			84%		83%
		Number of traffic accidents per 1,000 population	25.60	28.82	20.38	22.86	25.00
		Traffic enforcement – excellent or good ⁽¹⁾			67%		65%
	To provide prompt investigative follow-up to help identify and arrest offenders	Uniform crime reports (reportable crimes)	1,118	1,180	938	1,030	1,120
		Case management efficiency	79.35%	84.16%	87.29%	84.62%	83.93%

⁽¹⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

Activities and Accomplishments	
Recent Accomplishments	
	Created a mental wellness program, which includes a mandatory annual meeting with a mental health professional.
	Created a criminal intelligence unit consisting of a support services intelligence detective and criminal intelligence analyst. The special unit reports to the support services lieutenant.
	Streamlined report writing for certain types of calls for services.
	Received Coronavirus Emergency Supplemental Funding Program grant funds to purchase 15 laptops for training, on-scene processing and work from home.
	Changed the patrol lieutenants work schedule. The new schedule allows patrol lieutenants the opportunity to be actively involved in street operations and to mentor and provide support to patrol sergeants and officers.
	Created an internal case assignment system to effectively assign cases to detectives with solvability. This new procedure has reduced the detectives case load.
	Reorganized the department divisions. Individual units and position responsibilities have been properly assigned to a division more suited for their function.
	Implemented the Blue Team training program. The program is designed to accompany the laPro software with the tracking of complaints and use of force incidents and provide early warning indicators for officers and management. This program will aid management in identifying any need to intervene in an officer's behavior.

	Recognized several police department employees at the first annual awards ceremony held during the November 1, 2021 City Council meeting.
	Resumed fingerprinting services post COVID-19. Fingerprinting is done by appointment only and scheduled online to limit and control the number of visitors in the building.
<i>In Progress Activities</i>	
	Conduct internal audit and review processes and procedures of the records and identification unit to reduce redundancy and streamline work flow.
	Develop a discipline matrix. A discipline matrix will provide the department with fair, objective and consistent forms of discipline. It will also provide employees with knowledge of what discipline is required for what violations.
	Examine internal workflow (e.g. reports, investigations, evidence processing and records management) for process improvement.
	Conduct an RFP process for the replacement of police body worn cameras, vehicle mounted cameras and web accessible digital evidence management system.
	Implement the Lexipol Policy Program.
	Apply for funding through the U.S. Department of Justice Office of Community Orientated Policing Services – 2021 Community Policing Development Accreditation Program. The program provides funding to be used to support law enforcement agencies seeking CALEA accreditation.
<i>Upcoming Activities</i>	
	Combine all division travel and training budgets for better management and oversight by the administrative division.
	Provide training and equipment (e.g. radios, ballistic helmets, gas masks and tasers) to prepare for the days beyond the ordinary. The goal is to provide employees with the confidence to know how to react and be successful in those high risk/low frequency events.
	Improve the department goal to provide 24/7 supervisor coverage with a sergeant working every shift and relying less on the officer in charge program.
	Develop standard operating procedure manuals for various work groups, including administration, records and identification, patrol, detectives and intelligence-led policing.
<i>Trends and Issues</i>	
	Increased focus on recruiting and retention.
	Increased pricing and supply demand due to COVID (e.g. ammunition).
	Need for additional training in the following critical areas: active/mass shootings, critical incident management, natural disasters and civil unrest.
	Lack of experienced police officers within the three patrol watches. These watches require a trained supervisor with experience, authority and the ability to manage call volumes and the complexity of some incidents that officers respond to.

Activity: Police Administration		Department: Police				Program: Public Safety	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	10,000	1,600,797	-	77,865	-	-
Service Charges	2,840	4,466	2,492	2,000	3,954	2,000	2,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	1,864	7,614	44	5,000	5,000	-	-
Total Revenues	\$ 4,704	\$ 22,080	\$ 1,603,333	\$ 7,000	\$ 86,819	\$ 2,000	\$ 2,000
Expenditure Summary:							
Personal Services	\$ 176,624	\$ 246,624	\$ 257,452	\$ 279,813	\$ 900,634	\$ 970,420	\$ 1,033,431
Contractual Services	501,410	463,542	505,304	594,931	656,337	758,177	747,019
Commodities	33,314	61,962	88,199	36,296	65,085	44,046	63,582
Capital Outlay	33,050	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 744,398	\$ 772,128	\$ 850,955	\$ 911,040	\$ 1,622,056	\$ 1,772,643	\$ 1,844,032
Personnel Summary:							
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lieutenant	-	-	-	-	1.00	1.00	1.00
Sergeant	-	-	-	-	1.00	1.00	1.00
Civilian Supervisor	-	-	-	-	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Records Clerk	-	-	-	-	3.40	3.40	3.40
Total Full Time Equivalents	2.00	2.00	2.00	2.00	8.40	8.40	8.40
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Activity: Police Operations		Department: Police				Program: Public Safety	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	132,417	310,217	305,575	236,707	225,715	178,393	186,539
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	79,158	78,671	147,012	73,000	80,000	72,000	72,000
Total Revenues	\$ 211,575	\$ 388,888	\$ 452,587	\$ 309,707	\$ 305,715	\$ 250,393	\$ 258,539
Expenditure Summary:							
Personal Services	\$ 5,114,208	\$ 5,617,643	\$ 5,584,513	\$ 6,526,122	\$ 5,470,296	\$ 6,248,162	\$ 6,709,283
Contractual Services	288,688	202,251	217,253	252,558	255,352	209,440	196,917
Commodities	261,924	268,967	341,691	689,932	601,888	537,313	528,600
Capital Outlay	279,876	178,775	350,812	274,000	274,000	368,637	315,918
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 5,944,696	\$ 6,267,636	\$ 6,494,269	\$ 7,742,612	\$ 6,601,536	\$ 7,363,552	\$ 7,750,718
Personnel Summary:							
Captain	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lieutenant	2.00	2.00	3.00	3.00	2.00	2.00	2.00
Sergeant	7.00	8.00	8.00	10.00	8.00	8.00	8.00
Police Officer (K-9)	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Officer (Patrol)	40.00	42.00	42.00	42.00	40.00	42.00	42.00
Police Officer (SRO)	2.00	2.00	2.00	2.00	-	-	-
Community Service Officer	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Total Full Time Equivalents	56.00	59.00	60.00	62.00	55.00	57.00	57.00
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Patrol Vehicles		5	2022	Purchase	\$ 274,000	\$ -	\$ -
Patrol Vehicles		6	2023	Purchase	-	368,637	-
Patrol Vehicles		5	2024	Purchase	-	-	315,918
Total Capital Outlay					\$ 274,000	\$ 368,637	\$ 315,918

Activity: Police Support Services			Department: Police			Program: Public Safety	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	14,045	14,150	14,525	14,000	14,000	14,000	14,000
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	35,659	27,985	17,793	33,000	28,000	28,000	28,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	1,315	1,548	3,201	1,000	1,000	1,000	1,000
Total Revenues	\$ 51,019	\$ 43,683	\$ 35,519	\$ 48,000	\$ 43,000	\$ 43,000	\$ 43,000
Expenditure Summary:							
Personal Services	\$ 1,626,359	\$ 1,592,467	\$ 1,844,818	\$ 2,115,305	\$ 2,260,621	\$ 2,478,290	\$ 2,632,150
Contractual Services	33,011	36,996	28,962	46,289	52,671	24,105	24,554
Commodities	26,598	38,660	27,393	37,812	40,133	74,565	41,713
Capital Outlay	12,704	27,614	66,214	29,000	19,000	-	59,000
Debt Service	773	773	773	-	-	-	-
Total Expenditures	\$ 1,699,445	\$ 1,696,510	\$ 1,968,160	\$ 2,228,406	\$ 2,372,425	\$ 2,576,960	\$ 2,757,417
Personnel Summary:							
Captain	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lieutenant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Sergeant	-	-	1.00	1.00	1.00	1.00	1.00
Sergeant (CET)	-	-	-	-	1.00	1.00	1.00
Police Officer (CET)	-	-	-	-	2.00	2.00	2.00
Police Officer (Detective)	8.00	8.00	8.00	8.00	8.00	8.00	8.00
Police Officer (Narcotics)	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Officer (SRO)	-	-	-	-	2.00	2.00	2.00
Police Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Evidence Assistant	-	-	1.00	1.00	1.00	1.00	1.00
Criminal Intelligence Analyst	-	1.00	1.00	1.00	1.00	1.00	1.00
Civilian Supervisor	1.00	1.00	1.00	1.00	-	-	-
Records Clerk	3.40	3.40	3.40	3.40	-	-	-
Total Full Time Equivalents	16.40	17.40	19.40	19.40	20.00	20.00	20.00
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
Detective Vehicle	1	2022	Purchase	\$ 19,000	\$ -	\$ -	
Detective Vehicle	1	2024	Purchase	-	-	28,000	
Investigation Scanner	1	2024	Purchase	-	-	31,000	
Total Capital Outlay				\$ 19,000	\$ -	\$ 59,000	

Activity: School Crossing Guards		Department: Police				Program: Public Safety	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	48,978	45,625	99,090	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 48,978	\$ 45,625	\$ 99,090	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 101,169	\$ 55,714	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	-	150,670	87,586	96,839	101,681	106,765
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 101,169	\$ 55,714	\$ 150,670	\$ 87,586	\$ 96,839	\$ 101,681	\$ 106,765
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Activity: Animal Control		Department: Police				Program: Public Safety	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	1,404	760	752	500	7,000	7,000	7,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 1,404	\$ 760	\$ 752	\$ 500	\$ 7,000	\$ 7,000	\$ 7,000
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	5,827	4,565	6,576	12,000	21,000	21,000	21,000
Commodities	1,028	1,620	-	1,000	1,000	1,000	1,000
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 6,855	\$ 6,185	\$ 6,576	\$ 13,000	\$ 22,000	\$ 22,000	\$ 22,000
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Fire Department

The Fire Department provides fire suppression, emergency medical services, rescue, fire prevention, public education and other related services to the residents, property owners and visitors to the community.

The department provides staffing for an ambulance and engine company at the Fire Station Headquarters, Fire Station No. 2 and Fire Station No. 3. The stations are staffed 24 hours per day, 7 days per week, utilizing a combination of full-time and part-time staffing. Call backs are utilized to request additional personnel to respond to the station for fire assignments and multiple emergency medical services or fire calls.

The fire department is comprised of the following budget activities:

Emergency Preparedness – the City’s emergency readiness planning efforts focus on all hazards including: weather-related disasters, terrorism and disease outbreaks. This activity also installs and maintains weather warning devices and during a natural or man-made disaster is responsible for managing the emergency operations plan.

Fire Administration – governs the general administration of the Fire Department and falls within the direct control of the fire chief. Fire administration provides leadership, coordination and support services for the department.

Fire Suppression – is responsible for the preservation of life and property within the Ankeny Fire District. The suppression district is approximately 55 square miles covering the cities of Alleman and Elkhart and the townships of Crocker, Douglas, Elkhart and Lincoln.

Emergency Medical Services – provides basic life support (BLS) and advanced life support (ALS) services within the Ankeny Fire District, as well as ambulance billing services.

Council Goal	Department Goal	Indicator	CY 2018 Actual	CY 2019 Actual	CY 2020 Actual	CY 2021 Estimated	CY 2022 Projected
Deliver Exceptional Service 	To prevent and reduce the loss of life and property through fire education, inspections, suppression and investigation	Emergency response FTE	56.00	59.00	64.00	64.00	66.00
		Emergency response FTE per 1,000 population	0.88	0.88	0.88	0.85	0.83
		Number of fire stations	3	3	3	3	3
		Number of training hours	16,000	16,000	10,000	16,000	17,000
		Average training hours per employee	186	200	118	188	202
	To provide fire and emergency medical services in a timely manner	Number of fire inspections performed	624	429	640	700	825
		Number of fire calls	1,302	1,379	1,557	1,699	1,898
		Number of ambulance calls	3,882	4,431	4,307	4,835	5,402
		Percent of call response times within benchmark	81%	82%	79%	79%	78%
		Number of outdoor warning sirens	23	23	23	23	24
	To prepare the community for all types of emergencies	Fire prevention education – excellent or good ⁽¹⁾			87%		90%

⁽¹⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

Activities and Accomplishments	
<i>Recent Accomplishments</i>	
	Received an upgrade in the Insurance Service Office (ISO) rating from a score of ISO Class 3 to ISO Class 2. The score is on a scale from 1-10, with 1 being the best rating a fire department can receive. This will improve property insurance costs for structures within the fire response district.
	Eighty-three percent of fire department personnel have been vaccinated against COVID-19. This percentage is much higher than peer departments.
	Strengthened the relationship between the Ankeny Fire Department and Polk County Emergency Management as both worked together to respond to the COVID-19 pandemic.
	Placed a fourth staffed ambulance in service during daytime hours to improve response times to EMS calls.
	Provided ballistic protection for all fire department response personnel.
<i>In Progress Activities</i>	
	Hire new lieutenant of community risk reduction to help improve fire and life safety efforts.
	Move all data and mobile communications to First Net to improve connectivity and reliability.
	Purchase land for future Fire Station No. 4 in northwest Ankeny.
	Implement closest unit dispatch for ambulances among staffed fire departments on the east side of the metro.
	Increase the number of days that the fourth staffed ambulance is available to improve response time to EMS calls.
<i>Upcoming Activities</i>	
	Increase authorized staffing to reduce overtime and begin to address significant staffing needs for Fire Station No. 4.
	Participate in a new federal Medicare EMS data collection project to protect existing Medicare revenues.
	Request to construct a fire training facility in Ankeny to enhance fire and rescue training programs.
	Request to replace outdated traffic preemption system at controlled intersections to improve response times.
	Increase paramedic tuition assistance to help recruit employees in the tight labor market.
<i>Trends and Issues</i>	
	Recruitment and hiring of personnel have become increasingly difficult.
	Maintaining effective and quality hands-on training for fire and EMS skills has been difficult during the pandemic.
	The department's foam inventory has been determined to be hazardous to the environment. It will require disposal of the existing foam and purchase of new environmentally-safe foam.
	The vehicle replacement schedule will require significant investment in fire apparatus and ambulances in the next five years.

Activity: Emergency Preparedness		Department: Fire				Program: Public Safety	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	48,200	52,012	54,893	59,961	59,944	62,641	65,423
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	50,935	-	33,000	33,000	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 48,200	\$ 102,947	\$ 54,893	\$ 92,961	\$ 92,944	\$ 62,641	\$ 65,423
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Storm Siren		1	2022	Purchase	\$ 33,000	\$ -	\$ -
Total Capital Outlay					\$ 33,000	\$ -	\$ -

Activity: Fire Administration	Department: Fire					Program: Public Safety	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	4,670	3,170	8,885	7,000	4,000	4,000	4,000
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	290,993	314,728	340,823	367,000	362,000	400,000	421,000
Service Charges	15,405	14,730	17,280	15,200	20,200	15,200	15,200
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	15,665	3,484	129	-	-	-	-
Total Revenues	\$ 326,733	\$ 336,112	\$ 367,117	\$ 389,200	\$ 386,200	\$ 419,200	\$ 440,200
Expenditure Summary:							
Personal Services	\$ 547,717	\$ 564,489	\$ 577,965	\$ 664,670	\$ 680,196	\$ 725,976	\$ 766,844
Contractual Services	362,822	306,365	244,203	342,593	347,813	433,483	386,317
Commodities	98,431	69,690	78,035	88,291	94,247	88,013	84,836
Capital Outlay	34,743	15,014	-	25,000	25,000	-	38,000
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,043,713	\$ 955,558	\$ 900,203	\$ 1,120,554	\$ 1,147,256	\$ 1,247,472	\$ 1,275,997
Personnel Summary:							
Fire Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Division Chief - Training & Safety	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Division Chief - Community Risk Reduction	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lieutenant - Community Risk Reduction	-	-	-	1.00	1.00	1.00	1.00
Office Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full-Time Equivalents	4.00	4.00	4.00	5.00	5.00	5.00	5.00
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Small SUV		1	2022	Purchase	\$ 25,000	\$ -	\$ -
Self-Contained Breathing Apparatus Fill Station		1	2024	Purchase	-	-	38,000
Total Capital Outlay					\$ 25,000	\$ -	\$ 38,000

Activity: Fire Suppression		Department: Fire				Program: Public Safety	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	250	2,359	2,225	1,000	1,000	1,000	1,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	336	175	-	-	8,272	-	-
Total Revenues	\$ 586	\$ 2,534	\$ 2,225	\$ 1,000	\$ 9,272	\$ 1,000	\$ 1,000
Expenditure Summary:							
Personal Services	\$ 2,156,300	\$ 2,475,820	\$ 2,585,114	\$ 2,860,152	\$ 2,883,735	\$ 3,071,719	\$ 3,261,242
Contractual Services	104,421	92,077	125,786	103,537	125,252	117,787	120,413
Commodities	130,925	112,854	123,833	139,303	147,747	151,132	147,348
Capital Outlay	-	25,256	57,991	-	-	-	-
Debt Service	-	-	-	-	-	77,042	239,686
Total Expenditures	\$ 2,391,646	\$ 2,706,007	\$ 2,892,724	\$ 3,102,992	\$ 3,156,734	\$ 3,417,680	\$ 3,768,689
Personnel Summary:							
Deputy Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Battalion Chief	-	-	-	-	-	3.00	3.00
Captain	3.00	3.00	3.00	3.00	3.00	-	-
Lieutenant	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Engineer	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Total Full-Time Equivalents	22.00	22.00	22.00	22.00	22.00	22.00	22.00
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Fire Engine		1	2023	Reserve	\$ -	\$ 77,042	\$ 154,084
Fire Engine		1	2024	Reserve	-	-	85,602
Total Capital Outlay					\$ -	\$ 77,042	\$ 239,686

Activity: Emergency Medical Services		Department: Fire				Program: Public Safety	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	18,208	-	-
Service Charges	1,465,244	2,155,362	2,331,995	2,141,704	2,475,672	2,783,937	2,883,937
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	770	-	-	-	-	-	-
Total Revenues	\$ 1,466,014	\$ 2,155,362	\$ 2,331,995	\$ 2,141,704	\$ 2,493,880	\$ 2,783,937	\$ 2,883,937
Expenditure Summary:							
Personal Services	\$ 3,263,736	\$ 3,398,793	\$ 3,536,473	\$ 4,267,419	\$ 4,167,104	\$ 4,731,705	\$ 5,060,253
Contractual Services	110,096	238,744	303,714	386,968	374,589	473,917	481,675
Commodities	147,208	154,322	246,035	178,065	202,990	201,047	195,335
Capital Outlay	22,951	287,747	339,640	360,000	360,000	360,000	660,000
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 3,543,991	\$ 4,079,606	\$ 4,425,862	\$ 5,192,452	\$ 5,104,683	\$ 5,766,669	\$ 6,397,263
Personnel Summary:							
Deputy Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Firefighter/Paramedic (FT)	24.00	24.00	30.00	30.00	30.00	33.00	33.00
Firefighter/Paramedic (PT)	8.50	14.50	11.50	11.50	11.50	11.50	11.50
Public Education Coordinator (PT)	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Administrative Clerk	1.00	1.00	1.50	1.50	1.50	1.50	1.50
Total Full-Time Equivalents	35.00	41.00	44.50	44.50	44.50	47.50	47.50
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
Ambulance	1	2022	Purchase	\$ 360,000	\$ -	\$ -	
Ambulance	1	2023	Purchase	-	360,000	-	
Ambulance	1	2024	Purchase	-	-	400,000	
Heart Monitors	6	2024	Purchase	-	-	260,000	
Total Capital Outlay				\$ 360,000	\$ 360,000	\$ 660,000	

Ankeny Kirkendall Public Library

The Ankeny Kirkendall Public Library supports lifelong learning and enjoyment in an inclusive, welcoming environment that is a primary community destination. The library provides equal access to quality information services, materials and resources to all members of our community. It is also a place for people to come together, feel connected and engage with others.

Council Goal	Department Goal	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Deliver Exceptional Service 	To provide an inviting, neutral and safe place to read, study and meet	Number of branches	1	1	1	1	1
		Number of library visitors	264,782	203,926	201,589	250,000	300,000
		Average number of library visitors per day (365)	725	559	552	685	822
	To provide staff skilled in offering information and answers on a broad range of topics	Library services – excellent or good ⁽¹⁾			93%		90%
Enhance Quality of Life 	To provide opportunities for self-directed learning to community members of all ages	Number of items in the collection	191,886	215,319	224,009	230,000	235,000
		Circulation	616,863	528,937	514,425	580,000	600,000
		Average number of circulations per visitor	2.33	2.59	2.55	2.32	2.00
	To provide experiences and resources that reflect current and social interests	Number of special programs or events	1,174	588	169	200	250
		Total program attendance	34,914	12,559	36,736	40,000	45,000
		Average number of participants per program	30	21	217	200	180

⁽¹⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

Activities and Accomplishments	
Recent Accomplishments	
	Replaced print management and online room reservation software.
	Offered virtual programming and story time to-go kits during the COVID-19 pandemic.
	Received donation from the Ankeny Optimist Club to purchase two STEAM to-go kits. The kits are designed for kids and families to explore a variety of STEAM (science, technology, engineering, art and math) subjects.
	Received grant from Karl's Chevrolet to purchase mobile hotspots. The hotspots are available for checkout to residents of Ankeny and rural Polk County.
	Began offering curbside service for library materials.

<i>In Progress Activities</i>	
	• Address repairs and overlooked items in the new library construction.
	• Improve directional, collection and informational signage.
	• Develop a training program for new staff members.
	• Increase awareness and usage of large meeting room rentals.
	• Increase outreach in the community (e.g. The District at Prairie Trail events, Friends of the Ankeny Library initiatives, Story Stroll at Georgetown Park).
	• Find new ways to reach the community through marketing and communications, including an increased social media presence.
	• Evaluate gaps in organizational structure, resources and services as identified in the Strategic Plan.
<i>Upcoming Activities</i>	
	• Request to reclassify the circulation manager in the fiscal year 2023 budget.
	• Request to add an adult services librarian, communications/marketing coordinator and three lead library associates in the fiscal year 2023 budget.
	• Increase Library Board of Trustee engagement with elected officials and city leadership.
	• Offer additional access to the Hatch Makerspace technology.
<i>Trends and Issues</i>	
	• Assess needs identified in the recent community survey.
	• Increased usage of library resources, services and programs, including digital resources.
	• Transition certain grant or Friends of the Ankeny Library funded initiatives to the annual operating budget.
	• Professional development opportunities for staff.
	• Change in funding from the State Library for online digital resources.

Activity: Library	Department: Ankeny Kirkendall Public Library				Program: Culture and Recreation		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	3,469	3,354	12,000	7,300	7,300	7,300
Intergovernmental	148,013	155,008	159,039	159,016	197,704	187,704	187,704
Service Charges	10,209	6,882	6,123	10,000	10,000	10,000	10,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	52,837	33,151	27,776	48,600	26,400	26,400	26,400
Total Revenues	\$ 211,059	\$ 198,510	\$ 196,292	\$ 229,616	\$ 241,404	\$ 231,404	\$ 231,404
Expenditure Summary:							
Personal Services	\$ 1,182,711	\$ 1,248,842	\$ 1,477,242	\$ 1,799,981	\$ 1,716,733	\$ 1,880,822	\$ 2,093,681
Contractual Services	152,512	189,506	321,632	384,671	420,918	426,561	450,062
Commodities	230,596	272,821	302,600	311,200	332,215	340,900	335,200
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,565,819	\$ 1,711,169	\$ 2,101,474	\$ 2,495,852	\$ 2,469,866	\$ 2,648,283	\$ 2,878,943
Personnel Summary:							
Library Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Services Manager	-	1.00	1.00	1.00	1.00	1.00	1.00
Circulation Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Collection Development Librarian	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adult Services Librarian	-	1.00	1.00	1.00	1.00	2.00	2.00
Public Services Librarian	1.00	-	-	-	-	-	-
Teen Librarian	-	1.00	1.00	1.00	1.00	1.00	1.00
Childrens Librarian	-	1.00	2.00	2.00	2.00	2.00	2.00
Youth & Children's Librarian	2.00	-	-	-	-	-	-
Library Associates (PT)	11.50	13.52	14.86	14.86	14.86	14.86	14.86
Total Full Time Equivalents	17.50	20.52	22.86	22.86	22.86	23.86	23.86
Capital Outlay Summary:	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
None	-	-	-	\$ -	\$ -	\$ -	
Total Capital Outlay				\$ -	\$ -	\$ -	

Parks and Recreation

The Parks and Recreation Department provides a wide variety of recreational services including community centers, aquatic centers, sports complexes and a golf course. The department is comprised of the following divisions:

Special Populations – as part of the health and social services program, the special populations activities provide cultural and recreational opportunities for senior citizens, including field trips and other recreational activities.

Park Administration – is responsible for the overall direction and support of the department. The primary responsibilities include processing of program registrations and park shelter reservations, administering the budget and long-term planning.

Park Maintenance – manages 60 parks covering over 1,000 acres with a mixture of recreational facilities including ball fields, tennis courts, picnic facilities, playground equipment and two aquatic centers.

Recreation – provides youth and adult recreational programming throughout the year including softball, soccer, basketball, volleyball and other programs. These programs utilize city and school district facilities under a joint use agreement.

Community Centers – program expenditures are tracked in this activity. The community centers activity includes the operations and maintenance of the Lakeside Center, Outdoor Education Center and Senior Community Center which are available for rental and programming.

Aquatic Centers – the City owns and operates two aquatic centers, Prairie Ridge Aquatic Center and Cascade Falls Aquatic Center, which provide water recreation and swimming lessons to all ages during the summer.

Prairie Ridge Sports Complex – is a 124-acre facility consisting of sports fields for baseball, football, lacrosse, soccer and softball. Prairie Ridge Sports Complex is home to Ankeny Girls Softball, Ankeny Junior Football, Ankeny Little League, Heartland Area Lacrosse Club and Iowa Rush Soccer Club.

Hawkeye Park Sports Complex – centrally located, featuring volleyball and tennis courts, softball and baseball fields, walking/biking trails and a large stocked fishing pond, Hawkeye Park is home to many adult league sports and a destination for recreation enthusiasts.

Otter Creek Golf Course – is a division of the Parks and Recreation Department. Information on this division is provided in the business type activities/enterprise section.

Council Goal	Department Goal	Indicators	CY 2018 Actual	CY 2019 Actual	CY 2020 Actual	CY 2021 Estimated	CY 2022 Projected
Upgrade Essential Infrastructure 	To provide safe and aesthetically pleasing green spaces, parks and sporting facilities	Number of community centers	2	2	2	3	3
		Number of community center rentals	458	178	250	331	394
	To oversee the development and maintenance of parks and facilities to meet public expectations	Total park acres	827	1,038	1,038	1,070	1,086
		Maintenance expenditures per park acre ⁽¹⁾	\$2,036	\$1,702	\$1,702	\$1,662	\$1,632
		City parks – excellent or good ⁽²⁾			83%		90%

Council Goal	Department Goal	Indicators	CY 2018 Actual	CY 2019 Actual	CY 2020 Actual	CY 2021 Estimated	CY 2022 Projected
Enhance Quality of Life 	To provide cultural and recreational opportunities for senior citizens	Number of special populations events	22	13	18	22	24
		Total number of event participants	7,561	800	6,192	7,500	8,200
		Average number of participants per event	343	61	344	340	341
		Ankeny as a place to retire: excellent or good ⁽²⁾			70%		80%
	To improve the quality of life by offering a variety of recreation program opportunities	Recreation program and event participants	35,697	16,757	30,784	32,023	32,983
		Recreation programs: excellent or good ⁽²⁾			80%		90%
	To provide modern and fun environments for the enjoyment of aquatic activities	Aquatic center attendance	155,079	18,404	156,893	158,195	159,776
		Average aquatic center attendance per day	1,762	497	1,890	1,798	1,816
	To provide safe playing fields for local, state and regional sporting events	Number of sports complexes	2	2	2	2	2
		Sports complex events	13,780	6,522	16,000	16,664	16,830
		Average sports complex events per day	62	29	73	76	77

⁽¹⁾ Reported for the fiscal year

⁽²⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

Activities and Accomplishments

Recent Accomplishments

	Completed the Parks Renovation Plan. Adopted in 2016, the plan included over \$1.3 million in improvements to renovate existing parks and facilities.
	Completed construction of the following annual park development program projects during 2021: Hawkeye Park pond dredging, trail realignment, shore stabilization and fishing pier; Centennial Park playground, parking lot, trail loop and shelter; and Sunrise, Sunset and Otter Creek Parks baseball and softball infield renovations.
	Completed construction of the following other park projects during 2021: Ankeny Kirkendall Public Library playground installation; Wildflower Park trail construction and shelter installation; Village Park trail reconfiguration; Dog Park agility equipment; Lakeside Center parking lot and access drive asphalt overlay; and Ankeny Community Garden relocation.
	Successfully opened Cascade Falls and Prairie Ridge Aquatic Centers.

	Transitioned to online aquatic center season passes and completed more than 2,700 learn-to-swim lessons.
	Offered new recreation programming, including Art Camps, Safe@Home, Ballroom Dancing, Real Food 4 Kids Cooking Club, Mad Scientist Kit, Spirit League Adaptive Program, Iowa Rush Soccer Camp, Basketball Skills and Valentine Craft Kit.
	Started the Park Maintenance Facility Renovations – Phase 2 project. The project includes renovating the existing office areas, break room, roof, restrooms, parking lot and building façade.
	Successfully bid and started construction on the High Trestle Trail Extension from SE Magazine Road to SW Oralabor Road. The project includes 1.65 miles of 10' PCC recreation trail along the High Trestle Trail Corridor, along with an overpass of SW Oralabor Road.
	Prairie Ridge Sports Complex accomplishments included re-crowing and installation of drainage tile on soccer platform #32 and construction of a new tee ball field.
<i>In Progress Activities</i>	
	Finalize design and construct Bellagio Park. This new park includes a playground, trail connection and shelter.
	Construct the Rock Creek trail and native plantings.
	Complete Des Moines Street Parks Development – Phase 1 grading and utility work.
	Complete installation of the Prairie Ridge Sports Complex softball bleacher canopies.
	Replace diamond brite pool surface at Prairie Ridge Aquatic Center.
	Onboard the new facilities maintenance technician and park maintenance technician I.
	Prioritize the needs of residents to ensure that successful programs and activities are supported at the new Albaugh Family Senior Community Center.
<i>Upcoming Activities</i>	
	Repaint Prairie Ridge Aquatic Center slides, including two flume slides and the family slide.
	Review recommendations of the indoor sports facility assessment and feasibility study.
	Enhance programs and services that meet the unique and pressing needs of the community.
	Update the park site dedication ordinance.
<i>Trends and Issues</i>	
	Recruit, train and retain quality staff.
	Constraints on gym space for recreational programming.
	Ability to adequately fund park and trail projects to meet growth and community expectations.
	Address deferred maintenance and aging infrastructure.
	Better identify current and future needs at Prairie Ridge Sports Complex related to increased use of athletic fields.
	Increased use of existing park facilities and the demand for additional facilities.
	Maintaining a sense of community as Ankeny continues to grow.

Activity: Special Populations		Department: Parks and Recreation				Program: Health and Social Services	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	9,626	5,233	3,867	12,000	6,000	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 9,626	\$ 5,233	\$ 3,867	\$ 12,000	\$ 6,000	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	5,310	1,437	267	13,000	7,000	-	-
Commodities	14,237	12,487	2,458	6,000	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 19,547	\$ 13,924	\$ 2,725	\$ 19,000	\$ 7,000	\$ -	\$ -
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:							
	Quantity		Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None	-		-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Activity: Park Administration		Department: Parks and Recreation				Program: Culture and Recreation	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	31,367	23,678	20,573	22,000	33,000	23,000	23,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	40,215	35,611	39,026	35,000	37,000	37,000	37,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 71,582	\$ 59,289	\$ 59,599	\$ 57,000	\$ 70,000	\$ 60,000	\$ 60,000
Expenditure Summary:							
Personal Services	\$ 246,780	\$ 261,977	\$ 271,050	\$ 289,369	\$ 278,100	\$ 297,227	\$ 315,555
Contractual Services	115,667	47,851	21,758	29,368	73,944	28,414	28,920
Commodities	6,009	2,211	3,208	8,800	8,731	8,703	8,557
Capital Outlay	-	-	-	-	26,000	-	-
Debt Service	619	619	619	619	619	619	-
Total Expenditures	\$ 369,075	\$ 312,658	\$ 296,635	\$ 328,156	\$ 387,394	\$ 334,963	\$ 353,032
Personnel Summary:							
Parks & Recreation Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full Time Equivalents	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Hybrid Sedan		1	2012	Reserve	\$ 619	\$ 619	\$ -
1/2 Ton 4WD Truck		1	2022	Purchase	26,000	-	-
Total Capital Outlay					\$ 26,619	\$ 619	\$ -

Activity: Park Maintenance	Department: Parks and Recreation				Program: Culture and Recreation		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	38	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	233	373	-	-	-	-	-
Total Revenues	\$ 233	\$ 373	\$ 38	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 665,961	\$ 769,268	\$ 818,788	\$ 970,971	\$ 925,481	\$ 1,052,438	\$ 1,120,463
Contractual Services	402,121	355,489	409,548	403,347	437,385	500,857	496,216
Commodities	133,086	120,460	127,455	161,025	163,959	162,544	157,814
Capital Outlay	74,144	72,551	76,172	155,400	152,000	66,075	36,032
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,275,312	\$ 1,317,768	\$ 1,431,963	\$ 1,690,743	\$ 1,678,825	\$ 1,781,914	\$ 1,810,525
Personnel Summary:							
Parks & Facilities Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lead Park Maintenance Technician	0.50	0.50	0.50	0.50	0.50	-	-
Park Maintenance Technician II	1.00	1.00	3.00	3.00	3.00	3.50	3.50
Park Maintenance Technician I	3.00	4.00	2.00	2.00	2.00	2.00	2.00
Facilities Maintenance Superintendent	-	-	-	1.00	1.00	1.00	1.00
Facilities Maintenance Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Seasonal Laborer (10 Month)	2.50	2.50	2.50	2.50	2.50	2.50	2.50
Total Full-Time Equivalents	9.00	10.00	10.00	11.00	11.00	11.00	11.00
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
Cargo Van	1	2022	Purchase	\$ 28,900	\$ 1,875	\$ -	
Loader Plow Blade	1	2022	Purchase	10,300	-	-	
Regional Trail Signage	3	2022	Purchase	60,000	-	-	
Tractor	1	2022	Purchase	52,800	-	-	
1/2 Ton 2WD Truck	1	2023	Purchase	-	30,200	-	
1/2 Ton 4WD Long Box Truck	1	2023	Purchase	-	34,000	-	
Utility Vehicle	1	2024	Purchase	-	-	36,032	
Total Capital Outlay				\$ 152,000	\$ 66,075	\$ 36,032	

Activity: Recreation		Department: Parks and Recreation				Program: Culture and Recreation	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	91	20	-	-	-	-
Intergovernmental	2,000	2,000	-	2,000	2,000	2,000	2,000
Service Charges	513,976	372,253	340,702	455,000	460,000	480,000	504,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	21,122	20,227	15,096	18,000	16,000	16,000	16,000
Total Revenues	\$ 537,098	\$ 394,571	\$ 355,818	\$ 475,000	\$ 478,000	\$ 498,000	\$ 522,000
Expenditure Summary:							
Personal Services	\$ 340,171	\$ 344,971	\$ 316,432	\$ 540,608	\$ 502,003	\$ 453,677	\$ 554,199
Contractual Services	273,672	216,183	147,591	323,730	374,275	382,820	391,180
Commodities	47,699	37,192	39,743	49,400	47,700	50,400	49,700
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 661,542	\$ 598,346	\$ 503,766	\$ 913,738	\$ 923,978	\$ 886,897	\$ 995,079
Personnel Summary:							
Recreation Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Supervisor	1.50	1.50	2.50	2.50	2.50	1.50	1.50
Recreation Coordinator	-	-	-	-	-	1.00	1.00
Administrative Clerk	-	-	-	1.12	-	-	-
Total Full Time Equivalents	2.50	2.50	3.50	4.62	3.50	3.50	3.50
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Activity: Community Centers		Department: Parks and Recreation				Program: Culture and Recreation	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	47,655	46,264	39,777	50,000	67,000	67,000	67,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	49,000	78,000	78,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 47,655	\$ 46,264	\$ 39,777	\$ 50,000	\$ 116,000	\$ 145,000	\$ 145,000
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ 76,889	\$ 270,772	\$ 289,870
Contractual Services	48,328	39,986	19,350	113,350	129,510	198,860	191,860
Commodities	4,545	3,520	1,548	15,700	25,200	33,100	29,500
Capital Outlay	5,897	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 58,770	\$ 43,506	\$ 20,898	\$ 129,050	\$ 231,599	\$ 502,732	\$ 511,230
Personnel Summary:							
Recreation Supervisor	-	-	-	-	-	1.00	1.00
Recreation Specialist	-	-	-	-	0.69	0.69	0.69
Administrative Clerk	-	-	-	-	1.12	1.12	1.12
Total Full Time Equivalents	-	-	-	-	1.81	2.81	2.81
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
None	-	-	-	\$ -	\$ -	\$ -	
Total Capital Outlay				\$ -	\$ -	\$ -	

Activity: Aquatic Centers	Department: Parks and Recreation				Program: Culture and Recreation		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	52,519	15,940	28,727	30,000	30,000	32,000	32,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	1,054,657	384,754	752,026	937,000	1,076,000	993,000	993,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	176,109	105,177	87,104	141,000	201,000	164,000	164,000
Total Revenues	\$ 1,283,285	\$ 505,871	\$ 867,857	\$ 1,108,000	\$ 1,307,000	\$ 1,189,000	\$ 1,189,000
Expenditure Summary:							
Personal Services	\$ 555,119	\$ 406,274	\$ 381,917	\$ 636,482	\$ 683,487	\$ 775,124	\$ 810,489
Contractual Services	268,819	353,152	173,607	466,085	398,642	569,788	330,309
Commodities	176,369	144,900	108,123	185,000	222,250	210,693	196,000
Capital Outlay	-	-	9,980	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,000,307	\$ 904,326	\$ 673,627	\$ 1,287,567	\$ 1,304,379	\$ 1,555,605	\$ 1,336,798
Personnel Summary:							
Recreation Supervisor	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Lead Park Maintenance Technician	0.50	0.50	0.50	0.50	0.50	-	-
Park Maintenance Technician II	-	-	-	-	-	0.50	0.50
Total Full Time Equivalents	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capital Outlay Summary:							
	Quantity		Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None	-		-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Activity: Prairie Ridge Sports Complex	Department: Parks and Recreation				Program: Culture and Recreation		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	79,617	79,171	119,620	92,629	97,629	98,734	99,883
Intergovernmental	-	-	-	-	-	-	-
Service Charges	3,383	2,519	6,125	3,000	3,000	3,000	3,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	215,717	178,431	213,213	241,132	241,132	253,186	265,843
Total Revenues	\$ 298,717	\$ 260,121	\$ 338,958	\$ 336,761	\$ 341,761	\$ 354,920	\$ 368,726
Expenditure Summary:							
Personal Services	\$ 408,044	\$ 370,980	\$ 463,978	\$ 580,147	\$ 553,814	\$ 613,560	\$ 649,784
Contractual Services	150,747	237,236	187,543	202,500	213,815	238,484	240,462
Commodities	152,495	158,988	161,771	206,729	211,505	202,473	199,188
Capital Outlay	59,187	24,396	74,240	8,112	8,112	68,215	65,047
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 770,473	\$ 791,600	\$ 887,532	\$ 997,488	\$ 987,246	\$ 1,122,732	\$ 1,154,481
Personnel Summary:							
Sports Facilities Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Groundskeeper II	-	-	-	-	-	1.00	1.00
Groundskeeper I	1.00	1.00	2.00	2.00	2.00	1.00	1.00
Seasonal Laborer (10 Month)	0.83	0.83	0.83	0.83	0.83	0.83	0.83
Seasonal Laborer (9 Month)	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Total Full Time Equivalents	7.33	7.33	8.33	8.33	8.33	8.33	8.33
Capital Outlay Summary:	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
Utility Vehicle	1	2022	Purchase	\$ 8,112	\$ -	\$ -	
Mower	1	2023	Purchase	-	68,215	-	
3/4 Ton 4WD Truck with Lift Gate	1	2024	Purchase	-	-	29,000	
Mower	1	2024	Purchase	-	-	9,725	
Mower	1	2024	Purchase	-	-	26,322	
Total Capital Outlay				\$ 8,112	\$ 68,215	\$ 65,047	

Activity: Hawkeye Park Sports Complex		Department: Parks and Recreation				Program: Culture and Recreation	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	6,998	8,126	3,559	8,000	9,000	7,500	7,500
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	58,411	38,271	54,383	55,000	55,000	55,000	55,000
Total Revenues	\$ 65,409	\$ 46,397	\$ 57,942	\$ 63,000	\$ 64,000	\$ 62,500	\$ 62,500
Expenditure Summary:							
Personal Services	\$ 13,626	\$ 6,908	\$ 16,125	\$ 15,619	\$ 16,968	\$ 18,766	\$ 19,604
Contractual Services	5,962	13,390	5,217	9,630	9,920	29,900	7,720
Commodities	29,447	18,052	33,845	34,200	31,200	34,200	34,200
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 49,035	\$ 38,350	\$ 55,187	\$ 59,449	\$ 58,088	\$ 82,866	\$ 61,524
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
None	-	-	-	\$ -	\$ -	\$ -	
Total Capital Outlay				\$ -	\$ -	\$ -	

Municipal Utilities

Most of the divisions of the Municipal Utilities Department are considered business type activities/enterprise funds and their detail can be found in that section. Development engineering, however, is a division of the Municipal Utilities Department that is responsible for monitoring certain capital improvements and providing engineering services related to community and economic development. Therefore, this activity is supported by the general fund.

Council Goal	Division Goal	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Upgrade Essential Infrastructure 	To provide technical review services to ensure high quality public improvement projects	Number of developer-funded public improvement projects reviewed and accepted	36	31	34	40	40
		Number of site plans and amendments reviewed	51	50	40	50	50
		Number of final and preliminary plats reviewed	63	40	45	50	50
	To provide development engineering review services for projects located within a two-mile radius of the corporate city limits.	Number of neighborhood plans and amendments reviewed	5	2	5	5	5
		Number of rezonings reviewed	10	10	10	10	10
		Number of annexations reviewed	2	3	0	2	2
		Number of comprehensive plan map amendments	0	0	1	2	2
	To review, issue and inspect right-of-way permits and private utility licenses	Number of right-of-way and private utility licenses reviewed, issued and inspected	302	375	422	450	475
		Percent of applications reviewed for approval within 48 hours	24%	20%	30%	35%	35%

Activities and Accomplishments

Recent Accomplishments

- Completed construction of the Annual Sidewalk/Trail Construction Program, including cost sharing for sidewalk oversizing (sidewalk 5' and greater up 10') of \$35,194.

	Conducted final review and acceptance of 26 developer-funded public improvement projects that included construction of 33,499 lineal feet of water main, 25,386 lineal feet of sanitary sewer, 38,121 lineal feet of storm sewer and 92,521 square yards of paving.
	Provided technical development engineering review services for 34 developer funded public improvement projects, 40 site plans, 45 preliminary and final plats, 5 neighborhood plans and 10 rezoning requests.
	Trained the new GIS technician on the processes and policies that apply to the overall GIS program.
	Performed over 1,900 final inspections for residential and commercial lots.
	Reviewed, issued and inspected 422 right-of-way and franchise utility permits.
	Reviewed and coordinated street light installation plans and inventory for all new developments.
	Continued to update the new development map for the City's website to provide information on approved and under construction development projects.
	Created utility connection fees for the 18th Street Water Connection District 3, Rock Creek Trunk Sewer Connection District 4, Fourmile Creek Trunk Sewer Connection District 1 and Deer Creek Trunk Sewer Connection District 2.
<i>In Progress Activities</i>	
	Complete construction of the following major CIP projects in 2022: SE Crosswinds Drive/SE 77th Street Improvements – Phase 2 and NE Four Mile Drive RCB Culvert for Deer Creek.
	Complete final engineering inspection guidelines. These guidelines will detail to builders the requirements for all items that are reviewed prior to release of the certificate of occupancy, along with examples of acceptable and unacceptable items.
	Train the new utility coordinator and utility permit specialist on the permit review process.
	Continue to review permits with MetroNet as they work through the rapid installation of fiber throughout the City.
	Continue work on utility connection fee creation for future development land within the comprehensive plan limits.
	Continue to be active members American Public Works Association (APWA).
<i>Upcoming Activities</i>	
	Request to add an engineering technician II to assist with final engineering inspections. This is a shared request with the Community Development department.
	Request to add a civil engineer I to assist with review of privately funded projects.
<i>Trends and Issues</i>	
	Create schedules for final inspections and other work assignments to best utilize current staff. Final engineering inspections have created additional time spent communicating with builders by multiple departments due to the lack of consistency and juggling of staff schedules.
	Recent pre-application meetings with developers indicate that there is the potential for over 2,000 acres of land to be annexed and developed in the next five years.

Activity: Development Engineering		Department: Municipal Utilities			Program: Community and Economic Development		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	34,989	40,594	99,350	88,000	58,000	58,000	58,000
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	17,500	4,700	797	10,000	-	-	-
Total Revenues	\$ 52,489	\$ 45,294	\$ 100,147	\$ 98,000	\$ 58,000	\$ 58,000	\$ 58,000
Expenditure Summary:							
Personal Services	\$ 476,066	\$ 589,505	\$ 634,214	\$ 841,077	\$ 841,797	\$ 939,289	\$1,089,822
Contractual Services	11,716	18,599	16,721	27,244	28,359	31,308	32,324
Commodities	4,793	8,869	12,931	10,202	13,230	18,057	15,339
Capital Outlay	-	23,437	24,827	-	31,000	33,000	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 492,575	\$ 640,410	\$ 688,693	\$ 878,523	\$ 914,386	\$1,021,654	\$1,137,485
Personnel Summary:							
Engineering Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Civil Engineer II	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Engineering Technician III	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Technician II	-	-	-	-	-	2.00	2.00
Engineering Technician I	0.25	1.25	1.25	1.00	1.00	-	-
Utility Coordinator	-	-	1.00	1.00	1.00	1.00	1.00
Utility Permit Specialist	-	-	1.00	1.00	1.00	1.00	1.00
GIS Technician	-	-	0.25	0.25	0.25	0.25	0.25
Total Full Time Equivalents	4.25	5.25	7.50	7.25	7.25	8.25	8.25
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
1/2 Ton 4WD Extended Cab Truck	1	2022	Purchase	\$ 31,000	\$ -	\$ -	
1/2 Ton 4WD Truck	1	2023	Purchase	-	33,000	-	
Total Capital Outlay				\$ 31,000	\$ 33,000	\$ -	

Community Development

Day-to-day activities include long-range planning, reviewing development proposals for conformance to the Ankeny Comprehensive Plan and adopted codes and policies of the City; review and approval of building permit applications; managing planning projects; enforcing building, zoning, subdivision, housing and nuisance codes; supporting the Plan and Zoning Commission, the Zoning Board of Adjustment, the Board of Examiners and Appeals and the Prairie Trail Architectural Review Board; and provide professional expertise related to managing community growth.

The Community Development Department is comprised of the following divisions:

Code Enforcement – is responsible for maintaining and enforcing the City’s building code regulations.

Community Development – is responsible for maintaining the City’s zoning regulations and assisting citizens and companies with planning and site development.

Council Goal	Department Goal	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Upgrade Essential Infrastructure 	To facilitate and process development in accordance with adopted plans and regulations	Total construction valuation (in millions)	\$343	\$370	\$544	\$370	\$375
		Quality of new development – excellent or good ⁽¹⁾			73%		75%
		Land use, planning and zoning – excellent or good ⁽¹⁾			57%		60%
Ensure Economic Vitality 	To grow Ankeny in a responsible and environmentally sound manner consistent with the Comprehensive Plan	Additional acres platted	437	842	463	475	500
		Number of new dwelling units	865	1,159	1,402	900	900
	To protect the community through permit issuance and construction inspections	Number of building permits issued	2,190	2,954	3,383	3,000	3,000
		Number of code enforcement cases	1,746	1,963	2,543	2,000	2,100
	To enhance the quality of life in Ankeny through the enforcement of City codes	Code enforcement – excellent or good ⁽¹⁾			60%		60%

⁽¹⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

Activities and Accomplishments	
<i>Recent Accomplishments</i>	
	Continued growth in all measurable department work functions. This is the ninth consecutive year of record development and permits.
	Continued high number of rezonings, platings, site plans, as well as single-family residential, multi-family residential, commercial, industrial and institutional permits.
	Continued high number of other development board cases such as the Prairie Trail Architectural Review Board and Zoning Board of Adjustment.
	Continued high number of code complaints and enforcement.
	Completed a high number of rental inspections. This number will remain high due to a backlog from the COVID-19 pandemic.
	Continued implementation of the 2018 International Building Codes with local amendments.
	Continued implementation of the revised fee structure and changes for temporary certificates of occupancy, occupancy of buildings without a valid certificate of occupancy, building permit extensions, reactivation of expired permits and fee delinquency clause.
	Hired a new combination inspector I and part-time administrative clerk.
	Promoted an associate planner to the new senior planner position.
	Promoted a planner I to associate planner and hired a planner I to backfill the position.
	Adopted and implemented new building material standards as part of the site plan requirements in the Zoning Code.
	Continued enhancement of online portal for the submission of permit applications to include trades, ancillary residential projects, townhomes and sign permits.
	Coordinated processes, policies and procedures related to development inspections and certificates of occupancy with Development Engineering and Storm Water divisions.
<i>In Progress Activities</i>	
	Manage the ongoing daily planning, development, building, code enforcement and floodplain management workload.
	Adopt the 2021 International Building Codes with local amendments.
	Complete the zoning and subdivision ordinance update.
	Develop a new zoning map. The updated zoning regulations will include new zoning districts that will cause a majority of the City to be rezoned into new districts.
	Continue expansion of the online permit portal to include the ability to request inspections online.
	Conduct interdepartmental land management and building permit software training.
	Continue cross training of staff.

	Review processes, policies and procedures to be as efficient and effective as possible due to high volume of development, building and code enforcement activity.
	Further discussions relative to final inspections and certificates of occupancy to better define roles and responsibilities of the respective departments and divisions and ultimately provide a higher level of service to our customers.
	Host a successful Builders Luncheon in spring 2022, after being cancelled in 2020 and 2021 due to COVID-19. The luncheon continues to be an excellent tool to keep builders and contractors apprised of Code changes and trends.
<i>Upcoming Activities</i>	
	Request to convert a part-time permit clerk to full-time permit clerk, along with restructuring permit staff into a three-tiered hierarchy of permit technician I, permit technician II and permits supervisor.
	Request to promote the code enforcement officer I to code enforcement officer II when current staff attains the required certifications and experience.
	Open the online permit portal for submittals to include all permit applications and plan submittals.
	Implement inspection requests through the online permit portal.
	Implement electronic plan submittals and reviews.
<i>Trends and Issues</i>	
	Ability to manage the workload with a small staff will remain a challenge.

Activity: Code Enforcement	Department: Community Development					Program: Public Safety	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	1,939,402	2,282,536	2,867,139	2,163,200	2,173,200	2,061,200	1,952,200
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	420,578	273,472	450,969	294,000	389,000	355,000	340,000
Special Assessments	311	230	-	500	-	-	-
Miscellaneous	146	73	1,764	500	1,000	1,000	1,000
Total Revenues	\$ 2,360,437	\$ 2,556,311	\$ 3,319,872	\$ 2,458,200	\$ 2,563,200	\$ 2,417,200	\$ 2,293,200
Expenditure Summary:							
Personal Services	\$ 1,321,754	\$ 1,345,711	\$ 1,513,146	\$ 1,693,779	\$ 1,668,298	\$ 1,856,752	\$ 1,982,547
Contractual Services	72,136	93,119	115,176	137,636	180,673	158,761	166,777
Commodities	14,445	18,824	27,538	27,931	32,646	31,334	36,255
Capital Outlay	19,521	-	24,448	46,000	61,400	-	-
Debt Service	717	717	717	717	717	-	-
Total Expenditures	\$ 1,428,573	\$ 1,458,371	\$ 1,681,025	\$ 1,906,063	\$ 1,943,734	\$ 2,046,847	\$ 2,185,579
Personnel Summary:							
Chief Building Official	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Plans Examiner	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Inspection Supervisor	-	-	1.00	1.00	1.00	1.00	1.00
Combination Inspector III	1.00	1.00	-	-	-	-	-
Combination Inspector II	2.00	2.00	4.00	4.00	4.00	4.00	4.00
Combination Inspector I	2.00	2.00	1.00	1.00	1.00	1.00	1.00
Code Enforcement Supervisor	-	-	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer II	1.00	1.00	2.00	2.00	2.00	2.00	2.00
Code Enforcement Officer I	2.00	2.00	-	1.00	1.00	1.00	1.00
Permit Supervisor	-	-	-	1.00	1.00	1.00	1.00
Permit Specialist	1.00	1.00	1.00	-	-	-	-
Permit Technician	-	-	-	-	-	1.00	1.00
Permit Clerk	2.50	2.50	2.50	2.50	2.50	1.50	1.50
Administrative Clerk	-	-	0.56	0.56	0.56	0.56	0.56
Total Full-Time Equivalents	13.50	13.50	15.06	16.06	16.06	16.06	16.06
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
Hybrid Sedan	1	2017	Reserve	\$ 717	\$ -	\$ -	
1/2 Ton 4WD Truck	2	2022	Purchase	61,400	-	-	
Total Capital Outlay				\$ 62,117	\$ -	\$ -	

Activity: Community Development	Department: Community Development				Program: Community and Economic Development		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	42,585	39,269	47,560	34,000	42,000	36,000	34,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	30	55	23	-	-	-	-
Total Revenues	\$ 42,615	\$ 39,324	\$ 47,583	\$ 34,000	\$ 42,000	\$ 36,000	\$ 34,000
Expenditure Summary:							
Personal Services	\$ 745,461	\$ 764,419	\$ 814,467	\$ 1,052,155	\$ 1,041,737	\$ 1,136,200	\$ 1,209,774
Contractual Services	132,871	105,541	29,090	41,461	84,040	104,490	44,615
Commodities	539	441	3,097	1,700	1,450	1,450	1,450
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 878,871	\$ 870,401	\$ 846,654	\$ 1,095,316	\$ 1,127,227	\$ 1,242,140	\$ 1,255,839
Personnel Summary:							
Community Development Director	-	-	1.00	1.00	1.00	1.00	1.00
Planning & Building Director	1.00	1.00	-	-	-	-	-
Planning Manager	-	-	-	1.00	1.00	1.00	1.00
Principal Planner	1.00	1.00	1.00	-	-	-	-
Senior Planner	-	-	1.00	1.00	1.00	1.00	1.00
Associate Planner	2.00	2.00	4.00	4.00	4.00	4.00	4.00
Planner	2.00	2.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full Time Equivalents	7.00	7.00	9.00	9.00	9.00	9.00	9.00
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
None	-	-	-	\$ -	\$ -	\$ -	
Total Capital Outlay				\$ -	\$ -	\$ -	

Economic Development

The Economic Development Department provides comprehensive services to existing and prospective businesses by assisting with site and building information, providing responsible financial assistance and offering guidance through the development process. The department also works to implement the City's long-term economic development strategy which includes building meaningful and lasting partnerships, external marketing, workforce development and identifying and preparing development options for continued economic growth to strengthen Ankeny's position as a regional business center.

Council Goal	Department Goal	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Ensure Economic Vitality 	To build and maintain strong relationships with existing businesses to encourage their retention and expansion	Number of business retention visits	20	40	30	30	35
		Ankeny as a place to work – excellent or good ⁽¹⁾			80%		82%
		Employment opportunities – excellent or good ⁽¹⁾			74%		77%
	To create an environment, as well as opportunities, that attract new businesses and investment	Number of development agreements executed	4	1	6	4	5
		Total investment supported by development agreements (in millions)	\$128.40	\$12.00	\$63.00	\$75.00	\$95.00
		Total number of jobs created or retained by development agreements	576	12	273	175	225
		Average annual salary of new jobs created	\$49,661	\$41,667	\$47,223	\$48,000	\$50,000

⁽¹⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

Activities and Accomplishments	
Recent Accomplishments	
	Worked on various development agreements, including Pet Parents, Opus Development Group, Taylored Expressions, Amazon and Costco, as well as completed employment reporting for seven existing development agreements.
	Updated the Ankeny Economic Development Urban Renewal Plan, Ankeny 1991 Urban Renewal Plan and Ankeny Northeast Urban Renewal Plan, which included land area, project and right-of-way amendments.
	Finalized the Evaluation of Transit Service, Investment and Expectations Study.
	Finalized design and construction contracts for the High Trestle Trail Restroom and Amenities project.
	Completed 20+ formal business retention visits that included multiple visits with each of the largest private employers.
	Assisted with site selection for several projects, both large and small, that added investment and increased employment opportunities.

	Received the Business Expansion and Strategic Trends (BEST) Excellence Award for the City's business retention and expansion efforts.
	Worked with the Business Record to create content for the Ankeny Live, Work, Play Book.
	Completed parking analysis for the Uptown area to address parking challenges.
	Applied for a U.S. Economic Development Administration grant to secure funding to support tourism related investments along the High Trestle Trail corridor.
	Worked with the Uptown Ankeny Association, consulting firm and public to develop a vision for the High Trestle Trail corridor between Uptown and South Ankeny Boulevard.
	Gained approval and moved forward with a reimbursement agreement for infrastructure improvements in Crosswinds Business Park – Phase 2.
<i>In Progress Activities</i>	
	Update process for tracking and monitoring payroll for companies receiving incentives.
	Finalize development and/or infrastructure agreements that are currently being drafted.
	Update and add information to the economic development website.
	Complete construction of the Bravo Greater Des Moines funded art project at the High Trestle Trail Trailhead.
	Work with new Ankeny Area Chamber of Commerce and Ankeny Economic Development Corporation leadership after open positions are filled to establish new partnerships.
	Finalize plans and grant application for relocation of historic building to Uptown.
	Work on recommendations from the Evaluation of Transit Service, Investment and Expectations Study.
	Prioritize projects along the High Trestle Trail between Uptown and South Ankeny Boulevard.
	Finalize design and purchase new exhibition booth and marketing materials.
<i>Upcoming Activities</i>	
	Complete infrastructure improvements in Crosswinds Business Park – Phase 2 and close out escrow accounts with property owners.
	Work with Community Development department to identify future business parks and the steps needed to begin getting new commercial and industrial areas ready for development.
	Propose additional bicycle tourism and economic development projects and initiatives and identify outside funding sources for improvements.
	Advance redevelopment plan for multiple sites in Uptown.
	Initiate the South Ankeny Boulevard Revitalization and Implementation Plan.
	Evaluate need for targeted reinvestment districts for special incentive programs.
<i>Trends and Issues</i>	
	Identify and implement new ways to market and promote Ankeny.

Activity: Economic Development	Department: Economic Development				Program: Community and Economic Development		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	15,451	-	-	-	-	-
Total Revenues	\$ -	\$ 15,451	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 273,322	\$ 285,595	\$ 294,976	\$ 305,677	\$ 303,279	\$ 320,029	\$ 338,505
Contractual Services	37,297	70,470	22,968	44,080	132,018	54,263	54,263
Commodities	-	349	430	1,350	1,350	1,350	1,350
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 310,619	\$ 356,414	\$ 318,374	\$ 351,107	\$ 436,647	\$ 375,642	\$ 394,118
Personnel Summary:							
Economic Development Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full Time Equivalents	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Capital Outlay Summary:							
		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Communications

Communications is responsible for planning and implementing a comprehensive communications program that includes managing the City's website and social media; holding surveys and focus groups; drafting brochures, news releases, flyers and posters; leading or helping organize special events, community enhancement programs and public awareness campaigns; enhancing internal employee communications and awareness; and handling all media relations, reputation management and crisis communications efforts.

Council Goal	Department Goal	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Strengthen Community Engagement 	To serve as the City's Public Information Office, fostering positive relations with the news media to ensure fair and accurate coverage and to increase citizen awareness, interest and participation in their City government.	Total number of social media followers	34,258	39,117	43,243	49,000	56,000
		Number of individual users of the City's website	380,777	349,971	389,062	400,000	410,000
		Public information services – excellent or good ⁽¹⁾			71%		75%

⁽¹⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

Activities and Accomplishments	
<i>Recent Accomplishments</i>	
	Produced and promoted the Annual Mayor's Tree Lighting. The tree lighting and fireworks served as the finale to the new Dazzling in the District event.
	Partnered with Uptown Ankeny Association on Winter Wonder Lights and Reindeer Pop-Up event.
	Updated the communications and social media policy.
	Created educational tools for staff regarding First Amendment auditors.
	Completed 2021 biennial citizen survey.
	Planned and promoted the grand opening of the Albaugh Family Senior Community Center.
	Updated professional photography of Ankeny, as well as Parks and Recreation programs.
	Held a successful employee appreciation picnic at the Ankeny Market and Pavilion.
	Created several videos for Police, Fire, Library and Parks and Recreation departments.
<i>In Progress Activities</i>	
	Implement the Albaugh Family Senior Community Center communications strategy.
	Plan farewell reception for Mayor Gary Lorenz.

	Communicate and identify opportunities from the 2021 biennial citizen survey results.
	Focus on communicating the capital improvement program to the community on an ongoing basis.
	Assist Police and Fire departments with a recruitment strategy and marketing plan.
	Continue to grow social media audience.
<i>Upcoming Activities</i>	
	Work with new web provider to create an AnkenyIowa.gov website with microsites for certain departments.
	Create and implement marketing strategies for Economic Development, Library, Otter Creek Golf Course and Parks and Recreation departments.
	Develop new brand and marketing campaign to promote new summer concert series.
	Focus on telling our stories through videos for both internal and external audiences.
<i>Trends and Issues</i>	
	Develop a strategic marketing plan for recruiting hard to fill positions given the current job market.
	Staffing levels in the Communications department.

Activity: Communications	Department: Communications					Program: General Government	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	13	-	5	-	2,400	-	-
Total Revenues	\$ 13	\$ -	\$ 5	\$ -	\$ 2,400	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 245,230	\$ 254,077	\$ 265,226	\$ 293,342	\$ 278,238	\$ 322,375	\$ 423,822
Contractual Services	49,577	36,357	59,437	125,060	150,260	169,934	146,634
Commodities	8,281	5,000	4,422	6,100	4,100	5,600	3,100
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 303,088	\$ 295,434	\$ 329,085	\$ 424,502	\$ 432,598	\$ 497,909	\$ 573,556
Personnel Summary:							
Communications Director	-	1.00	1.00	1.00	1.00	1.00	1.00
Communications Manager	1.00	-	-	-	-	-	-
Communications Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Digital Marketing Specialist	-	-	-	-	-	1.00	1.00
Total Full-Time Equivalents	2.00	2.00	2.00	2.00	2.00	3.00	3.00
Capital Outlay Summary:							
		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None	-	-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Human Resources

Human Resources provides a wide range of services to City departments such as recruiting, selecting, testing and hiring the City's workforce. In addition, the department processes payroll along with managing employee benefits such as health insurance and workers compensation.

Council Goal	Department Goal	Indicators	CY 2018 Actual	CY 2019 Actual	CY 2020 Actual	CY 2021 Estimated	CY 2022 Projected
Deliver Exceptional Service 	To recruit and retain well trained, dedicated and hardworking employees	Number of employment applications received	2,956	5,249	2,105	2,750	2,750
		Turnover rate, including retirements	6.59%	6.77%	3.50%	6.37%	6.38%
	To administer the payroll function, including all benefit programs, accurately and cost efficiently	Number of employees (number of W-2's issued)	786	797	638	750	750
		Number of paychecks issued	11,725	12,305	10,314	11,000	11,500
		Percent of employees receiving payment by EFT	92.93%	97.83%	98.28%	98.00%	98.00%

Activities and Accomplishments

Recent Accomplishments

- Successfully recruited and filled 28.96 FTE positions during fiscal year 2021.
- Amended the employee handbook to add Martin Luther King Jr. Day as a designated holiday and allow for vacation rollover.
- Navigated ongoing changes related to COVID-19.
- Provided active shooter and cyber security training for all employees.
- Completed a market wage study that influenced wage recommendations for the fiscal year 2023 budget.

In Progress Activities

- Recommend employee handbook changes, including adding parental leave and bereavement leave for miscarriages and stillbirths.
- Review internal policies related to dress code and flexible work hours to create a more desirable workplace to better compete with the private sector.
- Implement an online training tracking software for employees.
- Develop an employee training calendar for safety and other required annual trainings.
- Develop a new employee orientation program.
- Implement mobile timekeeping for Parks and Recreation seasonal staff.
- Continue to monitor for new laws and regulations.

	• Provide online access to material safety data sheets.
<i>Upcoming Activities</i>	
	• Implement new pay scales and union contracts for fiscal year 2023.
	• Research paperless options for onboarding and personnel files.
	• Update the performance appraisal system to better meet department needs.
	• Consult with IT to create a photo ID badge for employees.
	• Research timekeeping software to better integrate with financial and payroll software.
<i>Trends and Issues</i>	
	• Develop more creative recruitment strategies for hard to fill positions (e.g. job fairs, electronic billboards, social media campaigns, etc.).
	• Consider targeted actions to improve employee retention (e.g. employee satisfaction surveys, additional benefits, etc.).
	• Engage in succession planning for key roles within the organization.

Activity: Human Resources		Department: Human Resources				Program: General Government	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	534	-	-	-	-	-
Total Revenues	\$ -	\$ 534	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 265,845	\$ 348,200	\$ 363,620	\$ 382,318	\$ 372,090	\$ 399,695	\$ 422,947
Contractual Services	32,315	37,598	37,782	64,680	65,780	66,680	67,680
Commodities	14,362	14,678	10,215	19,650	15,050	25,050	25,050
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 312,522	\$ 400,476	\$ 411,617	\$ 466,648	\$ 452,920	\$ 491,425	\$ 515,677
Personnel Summary:							
Human Resource Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resource Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resource Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full Time Equivalents	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

City Manager

The City Manager's Office ensures that the policy direction set by the City Council is implemented and that the City's delivery of public services is provided in an efficient and cost-effective manner. The following activities are categorized in the City Manager's Office for budget management purposes:

Cemetery – provides support to the Oralabor Cemetery.

Aviation Authority – The aviation authority activity accounts for the City's contribution to the Polk County Aviation Authority (PCAA).

Housing Authority – accounts for administration of a housing rehabilitation program created as a 28E Agreement between the Des Moines area metro cities. The program is managed by the City of West Des Moines' Community and Economic Development Department.

Mayor and City Council – This activity includes the legislative and policy-making body of the City. The Mayor and five City Council members are elected at large. The Mayor, with approval of the City Council, appoints members to boards and commissions of the City.

City Manager – is the highest level of management in the City and is responsible for the general coordination of all city activities. The City Manager's Office serves as the principal advisor to the Mayor and City Council on matters relating to the overall operations of the city and works to create a strong working relationship between elected officials and staff.

City Hall Building – provides for the utilities, maintenance and repair of the City Hall building where all general government departments are located.

Council Goal	Department Goal	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Exercise Financial Discipline 	To provide strong financial responsibility as stewards of the City of Ankeny budget	Total expenditures per capita	\$1,836	\$2,128	\$2,272	\$2,677	\$2,323
		General fund expenditures per capita	\$417	\$444	\$465	\$544	\$583
		Overall direction the City of Ankeny is taking – excellent or good ⁽¹⁾			68%		70%
	To prepare a budget that serves as a financial plan, operations guide, and policy document	GFOA Distinguished Budget Presentation Award	Awarded	Awarded	Awarded	Awarded	Awarded

Council Goal	Department Goal	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Deliver Exceptional Service 	To manage development of the City in order to meet the public demands, needs and expectations	Capital spending as a percent of budgeted expenditures	27.58%	28.50%	21.69%	29.10%	28.05%
		Services provided by the City of Ankeny – excellent or good ⁽¹⁾			78%		82%
		Overall quality of life in Ankeny – excellent or good ⁽¹⁾			93%		95%
Enhance Quality of Life 	To manage the City consistent with the strategic goals of the City Council and the needs of the community	Property tax levy rate	\$10.75	\$10.35	\$10.00	\$9.95	\$9.90
		Value of services for the taxes paid – excellent or good ⁽¹⁾			53%		55%
		Full-time equivalent employees per 1,000 population	4.27	4.52	4.89	4.88	4.94
Ensure Economic Vitality 	To ensure that the City is financially sound, demonstrating long-term stability and creditworthiness	General obligation (GO) bond rating ⁽²⁾	Aa1	Aa1	Aa1	Aa1	Aa1
		GO annual appropriation bond rating ⁽²⁾	Aa2	Aa2	Aa2	Aa2	Aa2
		Water revenue bond rating ⁽²⁾	Aa2	Aa2	Aa2	Aa2	Aa2
		Sewer revenue bond rating ⁽²⁾	Aa3	Aa3	Aa3	Aa3	Aa3
Provide Regional Leadership 	To actively participate in leading public interest organizations and advocate for policies that advance the interests of Ankeny citizens	Generally acting in the best interest of the community ⁽¹⁾			63%		65%

⁽¹⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

⁽²⁾ Moody's Investors Service rating

Activity: Cemetery		Department: City Manager			Program: Culture and Recreation		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	600	-	1,200	600	600	600	600
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 600	\$ -	\$ 1,200	\$ 600	\$ 600	\$ 600	\$ 600
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:							
	Quantity		Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None	-		-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Activity: Aviation Authority		Department: City Manager				Program: Public Works	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ 490,403	\$ 520,868	\$ 580,365	\$ 617,815	\$ 617,815	\$ 651,931	\$ 674,742
Non-Property Taxes	4,495	4,428	4,314	4,795	4,795	5,061	5,228
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	14,207	14,731	15,495	15,104	15,747	12,379	9,163
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 509,105	\$ 540,027	\$ 600,174	\$ 637,714	\$ 638,357	\$ 669,371	\$ 689,133
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	508,915	547,217	597,335	637,414	637,576	669,455	689,539
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 508,915	\$ 547,217	\$ 597,335	\$ 637,414	\$ 637,576	\$ 669,455	\$ 689,539
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Activity: Housing Authority		Department: City Manager			Program: Community and Economic Development		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	27,512	10,763	27,969	13,208	13,208	33,454	13,708
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 27,512	\$ 10,763	\$ 27,969	\$ 13,208	\$ 13,208	\$ 33,454	\$ 13,708
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:							
	Quantity		Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None	-		-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Activity: Mayor and City Council		Department: City Manager			Program: General Government		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	991	248	-	-	-	-
Total Revenues	\$ -	\$ 991	\$ 248	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 51,141	\$ 49,560	\$ 49,165	\$ 49,166	\$ 49,320	\$ 49,496	\$ 49,684
Contractual Services	102,343	134,041	70,823	172,725	166,468	504,775	509,169
Commodities	623	955	959	2,850	3,700	2,800	2,800
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 154,107	\$ 184,556	\$ 120,947	\$ 224,741	\$ 219,488	\$ 557,071	\$ 561,653
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Activity: City Manager		Department: City Manager			Program: General Government		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	23	58	-	-	-	-	-
Total Revenues	\$ 23	\$ 58	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 802,936	\$ 790,609	\$ 768,184	\$ 894,972	\$ 945,231	\$ 1,069,404	\$ 1,125,219
Contractual Services	25,607	25,426	39,151	120,165	166,593	78,264	53,357
Commodities	1,653	320	1,884	7,700	7,700	9,950	7,750
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 830,196	\$ 816,355	\$ 809,219	\$ 1,022,837	\$ 1,119,524	\$ 1,157,618	\$ 1,186,326
Personnel Summary:							
City Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant City Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Services Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Airport Manager	-	-	-	-	0.38	0.38	0.38
Assistant to the City Manager	-	-	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	-	-	-	-	1.00	1.00
Total Full Time Equivalents	4.00	3.00	4.00	4.00	4.38	5.38	5.38
Capital Outlay Summary:							
	Quantity		Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None	-		-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Activity: City Hall Building		Department: City Manager			Program: General Government		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	1,000	-	11,034	-	-	-	-
Total Revenues	\$ 1,000	\$ -	\$ 11,034	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	61,160	81,671	65,148	73,804	76,488	77,082	76,929
Commodities	13,503	8,613	3,146	9,866	13,057	11,755	11,744
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 74,663	\$ 90,284	\$ 68,294	\$ 83,670	\$ 89,545	\$ 88,837	\$ 88,673
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

City Clerk

The City Clerk is responsible for maintaining all public records, which consists of storage, scanning and retention of official records. In addition to records management, the Clerk's Office oversees and issues numerous licenses and permits.

Council Goal	Department Goal	Indicators	CY 2018 Actual	CY 2019 Actual	CY 2020 Actual	CY 2021 Estimated	CY 2022 Projected
Deliver Exceptional Service 	To prepare City Council and Polk County Aviation Authority agendas and minutes	Number of meeting agendas and minutes prepared	39	53	41	40	40
		Percent of agendas and minutes timely published per code requirements	100%	100%	100%	100%	100%
	To provide records management including City Council and Polk County Aviation Authority action dispositions	Number of resolutions processed	544	564	529	530	530
		Number of ordinances codified	20	34	34	35	35
		Number of legal notices published	223	238	277	280	280
		Percent of legal notices timely published per code requirements	100%	100%	100%	100%	100%
		Number of open records requests completed	58	67	71	110	120
	To monitor business and miscellaneous activities within the City through license and permit issuance	Number of license and permit applications received	2,552	2,715	2,683	3,500	3,500

Activities and Accomplishments

Recent Accomplishments

- Continued monthly staff meetings.
- Implemented Pet Data, a third-party vendor for pet licensing and dog park passes. This new software provides an online presence and payment option.
- Implemented new permitting ordinances, applications and processes. The application process now includes the option to apply and submit electronically.

	Processed 452 various permits (e.g. cigarette, beer and liquor, hunting, mobile food vendor, noise, peddler/solicitor, solid waste and special events/block parties) and processed 135 public records requests.
	Continued to work toward a more paperless environment.
	Created a more efficient and cost-effective process and procedure for nuisance special assessments.
	Transitioned the Polk County Aviation Authority to an electronic agenda.
	Prepared agendas and minutes for City Council and Polk County Aviation Authority meetings, including disposition of all actions taken and publication of required notices and minutes.
	Codified the Ankeny Municipal Code to reflect recent legislative changes.
	Updated the online version of the Ankeny Municipal Code making it more user friendly and eliminated most printed copies.
	Continued to hold “hybrid” City Council and Polk County Aviation Authority meetings. This practice will likely continue after the pandemic ends to allow for greater public participation.
<i>In Progress Activities</i>	
	Continue staff cross training in key department duties.
	Continue to look for opportunities to work smarter and increase efficiencies.
	Audit paper files to determine if documents are stored electronically.
	Revise records retention manual making it Ankeny specific.
	Complete changes in precinct boundaries following the 2020 U.S. Census.
	Create an entertainment district in the Ankeny Municipal Code to loosen regulations for areas that are intended to be “entertainment venues”.
<i>Upcoming Activities</i>	
	Update public records request policy and fee schedule.
	Review options for a new postage machine.
	Review alternate software options for electronic agendas.
	Review software options for tracking public records requests.
<i>Trends and Issues</i>	
	Continued demand for self-service and access to city information and services.
	Increased number of community special events and expectations for use of city services and staff.
	Increased publication costs (e.g. minutes and ordinances).
	Increased cost in updating the Ankeny Municipal Code with annual legislative changes.
	Increased educational expenses to certify Deputy City Clerk and Records Clerk.

Activity: City Clerk		Department: City Clerk				Program: General Government	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	97,360	101,150	79,589	100,400	128,400	110,400	110,400
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	609	423	19	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	5	732	2,555	-	2,500	-	-
Total Revenues	\$ 97,974	\$ 102,305	\$ 82,163	\$ 100,400	\$ 130,900	\$ 110,400	\$ 110,400
Expenditure Summary:							
Personal Services	\$ 406,848	\$ 398,136	\$ 386,716	\$ 414,482	\$ 394,996	\$ 445,758	\$ 476,835
Contractual Services	41,602	63,716	50,992	76,230	86,730	58,125	88,125
Commodities	3,433	3,695	3,400	4,450	4,450	4,650	4,450
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 451,883	\$ 465,547	\$ 441,108	\$ 495,162	\$ 486,176	\$ 508,533	\$ 569,410
Personnel Summary:							
City Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Records Clerk	2.00	2.00	1.60	1.60	1.60	1.60	1.60
Administrative Clerk	0.60	0.60	1.00	1.00	1.00	1.00	1.00
Total Full Time Equivalents	4.60	4.60	4.60	4.60	4.60	4.60	4.60
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Finance

Finance is responsible for the accurate and timely recording of all financial transactions and safeguarding the City's assets. This includes accounts receivable, accounts payable, grant management, debt management, managing the City's accounting system, preparing financial reports, preparing budget documents and reports, and filing State and Federal financial reports.

Council Goal	Department Goal	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Exercise Financial Discipline 	To prepare financial reports that go beyond the minimum requirements to demonstrate transparency and full disclosure	GFOA Excellence in Financial Reporting Award	Awarded	Awarded	Awarded	Awarded	Awarded
	To make timely payments to vendors in an efficient, cost effective manner while protecting the City from fraud and waste	Number of accounts payable claims ⁽¹⁾	18,690	16,350	28,130	29,000	31,000
		Percent of accounts payable claims paid electronically ⁽¹⁾	50.71%	49.77%	67.14%	67.24%	67.74%
	To collect revenue in an efficient and cost-effective manner while providing outstanding customer service	Average number of utility billing accounts	23,157	24,069	25,514	27,000	28,500
		Percent of utility payments received electronically	71.18%	73.13%	76.05%	77.00%	78.00%

⁽¹⁾ Reported for the calendar year

Activities and Accomplishments

Recent Accomplishments

	Received the GFOA Certificate of Achievement for Excellence in Financial Reporting for the Annual Comprehensive Financial Report.
	Completed the fiscal year 2020 audit with an unmodified opinion.
	Successfully transitioned to a new audit firm, the outcome of an RFP process.
	Implemented ACH and check positive pay to protect against fraud.
	Issued an RFP for a cost of service study for water and sewer rates.
	Onboarded a new purchasing coordinator.

<i>In Progress Activities</i>	
	Collaborate with other City departments and FCS Group to complete the cost of service study for water and sewer rates.
	Fully implement DebtBook, a recent cloud-based software purchase, to manage the City's debt and lease portfolio. The software will be especially invaluable in meeting the complex requirements to implement GASB Statement No. 87 Leases, effective for fiscal year 2022.
	Maintain a high standard of customer service in the face of increased workloads (number of utility accounts, CIP projects and vendor invoices).
	Hire and onboard a new customer service supervisor.
<i>Upcoming Activities</i>	
	Establish internal audit procedures to provide assurance that proper controls are in place to protect the City's assets and comply with all laws and regulations.
	Create a fraud reporting hotline.
	Evaluate whether to issue an RFP for banking services after recent changes to the current banking agreement.
<i>Trends and Issues</i>	
	Uncertainty in the investment environment during the COVID-19 pandemic. The City continues to face declining interest rates and challenges to find safe, high-yielding instruments to invest in.

Activity: Finance	Department: Finance				Program: General Government		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ 20,448,840	\$ 21,194,854	\$ 23,419,363	\$ 24,931,465	\$ 24,931,465	\$ 27,358,096	\$ 28,756,086
Non-Property Taxes	3,240,321	3,062,519	2,624,127	2,905,330	2,991,330	3,177,718	3,275,929
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	1,507,257	1,884,941	387,142	315,305	145,305	140,305	140,305
Intergovernmental	617,511	627,868	654,440	640,179	668,141	576,236	452,343
Service Charges	43	108	24	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	36,826	26,182	9,341	-	10,148	-	-
Total Revenues	\$ 25,850,798	\$ 26,796,472	\$ 27,094,437	\$ 28,792,279	\$ 28,746,389	\$ 31,252,355	\$ 32,624,663
Expenditure Summary:							
Personal Services	\$ 342,822	\$ 408,751	\$ 465,750	\$ 492,035	\$ 452,698	\$ 489,229	\$ 523,025
Contractual Services	38,987	33,380	32,051	51,030	64,530	78,630	82,730
Commodities	2,707	1,152	1,301	2,800	2,800	2,800	2,800
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 384,516	\$ 443,283	\$ 499,102	\$ 545,865	\$ 520,028	\$ 570,659	\$ 608,555
Personnel Summary:							
Finance Officer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Accountant	-	1.00	1.00	1.00	1.00	1.00	1.00
Purchasing Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Accounting Clerk	1.50	2.00	2.00	2.00	2.00	2.00	2.00
Total Full Time Equivalents	3.50	5.00	5.00	5.00	5.00	5.00	5.00
Capital Outlay Summary:							
	Quantity		Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None	-		-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Information Technology

Information Technology supports the network of the City including personal computers, printers and software utilized by all departments.

Council Goal	Department Goal	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Deliver Exceptional Service 	To consolidate, maintain and update the computer network for uniformity, cost effectiveness and efficiency	Number of computers	438	445	530	556	580
		Number of computers replaced	122	134	130	178	193
		Number of supported computers per IT staff	146	127	151	185	145
		Number of supported staff per IT staff	250	219	182	242	152
		Number of printers	131	131	116	121	125
		Data network percent uptime	99.98%	99.98%	99.97%	99.98%	99.98%
	To maintain and update the VoIP phone system and keep it running smoothly	Number of VoIP phone sets	245	249	255	264	275
		VoIP system percent uptime	99.98%	99.98%	99.97%	99.98%	99.98%

Activities and Accomplishments

Recent Accomplishments

	Onboarded and trained new GIS technician and GIS specialist.
	Designed, implemented and managed the video surveillance and door access projects at the Public Services Building.
	Managed the Public Services Building migration from the existing building to the new building, including maintaining network services at both locations.
	Managed the City Hall server room upgrades and network capacity expansion for the building remodel and customer service add-on.
	Upgraded and replaced 100+ computer workstations on the regular inventory rotation schedule.
	Upgraded to AutoCAD 2022 for engineering staff.
	Upgraded the library computer reservation and print management software.
	Tested Tree Ring time clock software for remote internet time clock functionality.
	Evaluated, selected and deployed multi-factor authentication.
	Installed new GIS development and production servers.

	Upgraded and migrated the web filter appliance.
	Enabled certain staff with work from home capabilities.
	Upgraded parks and recreation's registration software from on-premise to cloud hosted.
	Selected and deployed a new digital signage solution for the library with capacity to expand to other buildings.
<i>In Progress Activities</i>	
	Maintain legacy ArcGIS system while redesigning for the next generation Enterprise ArcGIS system.
	Design, implement and manage the video surveillance upgrade at the police department.
	Design, implement and manage the Park Maintenance Facility renovations and new Senior Community Center IT infrastructure, including; fiber optic routing, data server room, network routing, data connectivity, phone system, video surveillance and door access control.
	Provide guidance to traffic engineering on vendor selection and implementation of new fiber mapping software.
	Provide guidance to police department on vendor selection and implementation of new body worn cameras, vehicle mounted cameras and web accessible digital evidence management system.
	Evaluate alternative PDF solutions.
	Maintain a high level of customer service and support to city staff.
<i>Upcoming Activities</i>	
	Complete Enterprise ArcGIS server design and startup.
	Test and evaluate cloud file solutions for field access.
	Continue ongoing training and education on existing software and hardware systems.
	Investigate moving Fuel Master software from an Access database to SQL.
	Request solutions to better manage cloud storage sites.
	Investigate Microsoft Cloud solutions for replacing on-premise Exchange Server and Office licensing.
<i>Trends and Issues</i>	
	Unstructured file growth (e.g. data not stored in an application database).
	Increased demand from staff to work remotely in the field and from home.
	Shadow IT at the department level without IT department knowledge.
	Growth in equipment (e.g. monitors, computers, cameras, etc.) not included on a routine replacement schedule.
	Move from on premise to cloud based solutions.
	Growth in all aspects of the operation without matching growth in IT staffing or funding.
	Continue to improve network security.

Activity: Information Technology	Department: Information Technology				Program: General Government		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	222,572	304,853	266,797	335,138	359,542	365,944	422,179
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	538	1,190	755	-	1,000	-	-
Total Revenues	\$ 223,110	\$ 306,043	\$ 267,552	\$ 335,138	\$ 360,542	\$ 365,944	\$ 422,179
Expenditure Summary:							
Personal Services	\$ 559,798	\$ 630,625	\$ 695,510	\$ 789,405	\$ 776,433	\$ 859,752	\$ 994,307
Contractual Services	121,046	139,163	208,397	228,837	255,356	301,368	292,809
Commodities	151,545	419,367	126,355	274,600	367,666	293,800	401,600
Capital Outlay	17,913	12,544	19,213	30,000	21,000	-	-
Debt Service	39,987	17,713	17,713	17,713	17,713	8,857	-
Total Expenditures	\$ 890,289	\$ 1,219,412	\$ 1,067,188	\$ 1,340,555	\$ 1,438,168	\$ 1,463,777	\$ 1,688,716
Personnel Summary:							
IT Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Network Management Specialist	2.00	2.00	2.00	2.00	2.00	2.00	2.00
IT Technician	1.00	1.00	1.00	1.00	1.00	2.00	2.00
GIS Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
GIS Specialist	-	-	1.00	1.00	1.00	1.00	1.00
Total Full Time Equivalents	5.00	5.00	6.00	6.00	6.00	7.00	7.00
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Phone System		Various	2018	Reserve	\$ 17,713	\$ 8,857	\$ -
Multi-Function Copy Machine		5	2022	Purchase	21,000	-	-
Total Capital Outlay					\$ 38,713	\$ 8,857	\$ -

Hotel/Motel Tax Fund

Description of the Fund

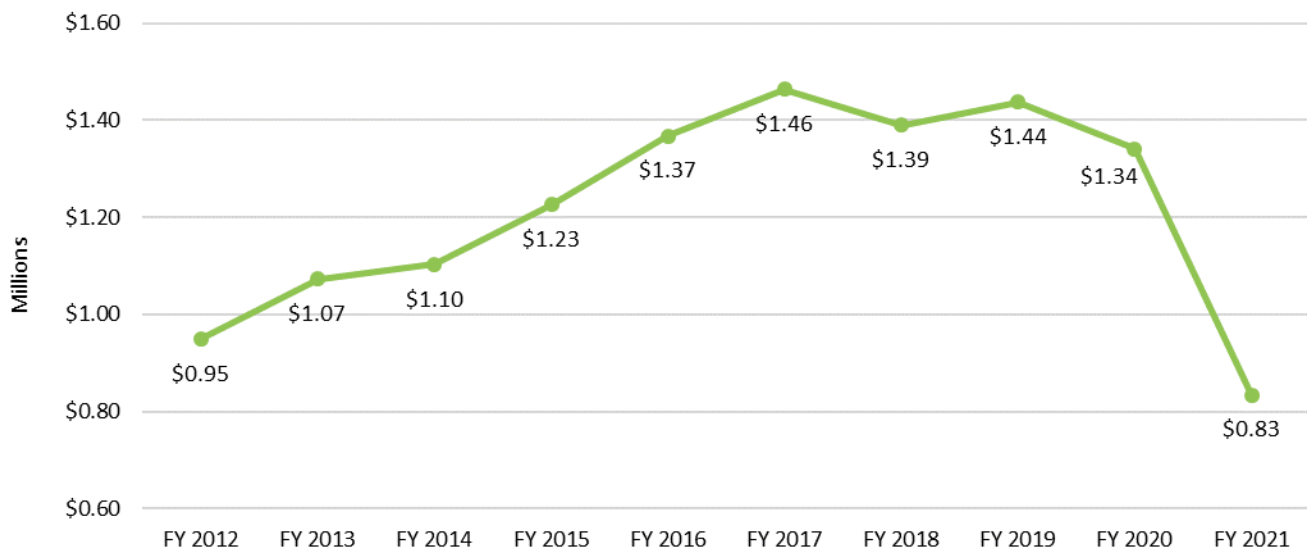
The fund accounts for hotel/motel tax revenues and their subsequent disbursement.

The City levies a seven percent tax on hotel/motel rooms. These funds are accounted for separately and allocated by the City Council during budget approval. Funds are allocated for the following purposes:

- To support Des Moines area and local cultural facilities and organizations.
- To support Des Moines area and local economic development efforts.
- To support City projects and activities related to cultural activities or economic development efforts.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Hotel/motel tax collections over the past ten years have been as follows:



The pandemic has had a significant impact on hotel/motel tax collection. The last quarter of fiscal year 2020 saw a dramatic decline in revenue as public health restrictions and safety measures resulted in reduced travel spending. Hotel/motel occupancy is expected to gradually return, with revenues budgeted at 75% of pre-pandemic levels in fiscal year 2022, increasing to 85% in fiscal year 2023 and 90% in fiscal year 2024. The City estimates it will receive \$1,370,000 in hotel/motel taxes during fiscal year 2023. Other revenues include \$500 from interest income.

Fiscal year 2023 expenditures and transfers out total \$1,291,461 with contributions to various cultural and economic development efforts in the Des Moines area and locally. These contributions are detailed on the Hotel/Motel Tax Allocations page, with the largest contributions to Bravo Greater Des Moines and the Greater Des Moines Convention and Visitors Bureau, equal to 2/7 of hotel/motel tax revenues or \$391,429 each.

Hotel/motel tax revenues must be expended in accordance with Code of Iowa, Chapter 423A, which states that at least fifty percent of revenues shall be spent on various cultural and recreational purposes as defined in the Code. All remaining revenues may be spent for any lawful purpose of a city. The fiscal year 2023 hotel/motel budget allocates \$1,039,858 or 80.52% of expenditures to various cultural and recreational purposes and \$251,603 or 19.48% to any lawful purpose, which

focuses on economic development, the intern program, support of Ankeny based organizations and miscellaneous allocations.

Estimated Ending Fund Balance

The projected ending fund balance is \$270,712, an increase of \$79,039 or 41.24%. This is due to deferring the North Ankeny Boulevard Landscaping and Median Improvement project, as a result of decreased hotel/motel tax revenues. The remaining fund balance is set aside for future allocations to cultural and economic development opportunities.

Hotel/Motel Tax Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 94,742	\$ 236,944	\$ 410,579	\$ 273,225	\$ 376,025	\$ 191,673	\$ 270,712
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	5,170	6,452	1,821	1,000	500	500	500
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	28,868	27,718	27,718	2,000	2,000	-	-
Total Revenues	\$ 34,038	\$ 34,170	\$ 29,539	\$ 3,000	\$ 2,500	\$ 500	\$ 500
Transfers In	1,437,042	1,341,089	834,306	1,128,000	1,209,000	1,370,000	1,451,000
Funds Available	\$ 1,565,822	\$ 1,612,203	\$ 1,274,424	\$ 1,404,225	\$ 1,587,525	\$ 1,562,173	\$ 1,722,212
Expenditures:							
Personal Services	\$ 33,794	\$ 22,543	\$ 17,036	\$ 36,000	\$ 24,102	\$ 46,103	\$ 46,107
Contractual Services	926,161	840,683	460,248	749,072	877,750	877,358	913,642
Commodities	5,266	9,217	11,115	9,000	12,000	12,000	12,000
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 965,221	\$ 872,443	\$ 488,399	\$ 794,072	\$ 913,852	\$ 935,461	\$ 971,749
Transfers Out	363,657	329,181	410,000	297,000	482,000	356,000	566,250
Ending Balance, June 30	<u>\$ 236,944</u>	<u>\$ 410,579</u>	<u>\$ 376,025</u>	<u>\$ 313,153</u>	<u>\$ 191,673</u>	<u>\$ 270,712</u>	<u>\$ 184,213</u>

Hotel/Motel Tax Allocations

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue							
Balance Forward	\$ 94,742	\$ 236,944	\$ 410,579	\$ 273,225	\$ 376,025	\$ 191,673	\$ 270,712
Ankeny Little League Loan Repayment	25,718	25,718	25,718	-	-	-	-
Forgivable Loan Repayment	3,150	2,000	2,000	2,000	2,000	-	-
Hotel/Motel Tax	1,437,042	1,341,089	834,306	1,128,000	1,209,000	1,370,000	1,451,000
Interest	5,170	6,452	1,821	1,000	500	500	500
Total Revenue Available	\$ 1,565,822	\$ 1,612,203	\$ 1,274,424	\$ 1,404,225	\$ 1,587,525	\$ 1,562,173	\$ 1,722,212
Chapter 423A.7.a - Appropriations							
Recreation							
High Trestle Trail Experience Park	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -
High Trestle Trail Trailhead Restroom and Amenities	-	-	200,000	-	-	-	-
Prairie Ridge Sports Complex O & M	185,000	190,000	195,000	200,000	200,000	205,000	210,000
Cultural/Entertainment Facilities							
Bravo Greater Des Moines	410,563	383,149	194,667	322,286	389,125	391,429	414,571
Summer Sounds	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Tourism and Convention Business							
Ankeny Chamber of Commerce	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Bicycle Tourism and Planning Strategy	25,000	-	-	-	-	-	-
Greater Des Moines Convention & Visitors Bureau	410,563	383,149	194,667	322,286	389,125	391,429	414,571
Sister Cities	609	1,667	329	2,000	2,000	2,000	2,000
Total Chapter 423A.7.a - Appropriations	\$ 1,081,735	\$ 1,007,965	\$ 834,663	\$ 896,572	\$ 1,230,250	\$ 1,039,858	\$ 1,091,142
Chapter 423A.7.b - Appropriations							
Economic Development							
Greater Des Moines Partnership	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Organization Operations							
Intern Program	33,794	22,543	17,036	36,000	24,102	46,103	46,107
Ankeny Based Organizations							
Ankeny Economic Development Corporation	2,250	2,500	2,500	2,500	2,500	2,500	2,500
Ankeny Summerfest	58,657	59,181	-	67,000	67,000	71,000	75,000
Miscellaneous Allocations							
Ankeny Boulevard and 1st Street Landscaping Improvements	75,000	-	-	-	-	-	-
Community Entrance Signage	30,000	-	-	-	-	25,000	-
High Trestle Trail Joint Public Service Agreement	-	-	-	-	-	5,000	5,000
High Trestle Trail Park and Greenway Master Plan	-	-	-	15,000	15,000	-	-
High Trestle Trail Public Art Master Plan	-	15,000	-	-	-	-	-
Library Holiday Lighting	-	-	-	10,000	10,000	5,000	5,000
Mayor's Tree Lighting	13,842	12,635	12,400	15,000	15,000	15,000	15,000
North Ankeny Boulevard Median and Landscaping Improvements	-	50,000	-	15,000	-	40,000	266,250
Other Miscellaneous Allocations	3,600	1,800	1,800	4,000	2,000	2,000	2,000
Uptown Streetscape Plan	-	-	-	-	-	10,000	-
Total Chapter 423A.7.b - Appropriations	\$ 247,143	\$ 193,659	\$ 63,736	\$ 194,500	\$ 165,602	\$ 251,603	\$ 446,857
Total of All Appropriations	\$ 1,328,878	\$ 1,201,624	\$ 898,399	\$ 1,091,072	\$ 1,395,852	\$ 1,291,461	\$ 1,537,999
Unappropriated Fund Balance	\$ 236,944	\$ 410,579	\$ 376,025	\$ 313,153	\$ 191,673	\$ 270,712	\$ 184,213

SPECIAL REVENUE FUNDS

Fire Gift Fund

Description of the Fund

The fund accounts for donations specifically designated for the fire department.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

For fiscal year 2023, revenues total \$17,000 from donations. Expenditures of \$14,000 are allocated to the annual pancake breakfast.

Estimated Ending Fund Balance

The ending fund balance is projected to increase \$3,000 or 10.82%, due to the annual pancake breakfast.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Fire Gift Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 33,632	\$ 19,360	\$ 23,095	\$ 26,195	\$ 24,733	\$ 27,733	\$ 30,733
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	510	301	88	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	20,186	11,412	1,550	17,000	10,000	17,000	17,000
Total Revenues	\$ 20,696	\$ 11,713	\$ 1,638	\$ 17,000	\$ 10,000	\$ 17,000	\$ 17,000
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 54,328	\$ 31,073	\$ 24,733	\$ 43,195	\$ 34,733	\$ 44,733	\$ 47,733
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	4,617	5,620	-	8,000	4,000	8,000	8,000
Commodities	1,562	2,358	-	6,000	3,000	6,000	6,000
Capital Outlay	28,789	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 34,968	\$ 7,978	\$ -	\$ 14,000	\$ 7,000	\$ 14,000	\$ 14,000
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 19,360	\$ 23,095	\$ 24,733	\$ 29,195	\$ 27,733	\$ 30,733	\$ 33,733

Hawkeye Park Player Fees Fund

Description of the Fund

The fund accounts for an improvement fee charged to adult leagues at Hawkeye Park Sports Complex.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The fiscal year 2023 budget includes revenues of \$10,000 from player fees. Expenditures of \$35,980 have been allocated to regular maintenance activities, replacement of outfield fencing and installation of security cameras at Hawkeye Park and Miracle League concession stands.

Estimated Ending Fund Balance

Fund balance at June 30, 2023, is projected to decrease \$25,980 or 62.96%. This decrease is related to addressing safety improvements at Hawkeye Park Sports Complex. The remaining fund balance is set aside for future improvements.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Hawkeye Park Player Fees Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 12,003	\$ 25,203	\$ 27,691	\$ 30,791	\$ 38,265	\$ 41,265	\$ 15,285
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	275	409	119	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	10,925	4,750	10,455	11,000	10,000	10,000	10,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	2,000	-	-	1,000	-	-	-
Total Revenues	\$ 13,200	\$ 5,159	\$ 10,574	\$ 12,000	\$ 10,000	\$ 10,000	\$ 10,000
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 25,203	\$ 30,362	\$ 38,265	\$ 42,791	\$ 48,265	\$ 51,265	\$ 25,285
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	-	-	3,000	3,000	24,480	3,000
Commodities	-	2,671	-	4,000	4,000	11,500	4,000
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ -	\$ 2,671	\$ -	\$ 7,000	\$ 7,000	\$ 35,980	\$ 7,000
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 25,203	\$ 27,691	\$ 38,265	\$ 35,791	\$ 41,265	\$ 15,285	\$ 18,285

Police Gift Fund

Description of the Fund

The fund accounts for donations specifically designated for the police department.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

For fiscal year 2023, revenues and expenditures are budgeted at \$1,000. Revenues are primarily from donations and therefore difficult to predict.

Estimated Ending Fund Balance

The ending fund balance is projected to remain at \$5,826.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Police Gift Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 4,417	\$ 6,034	\$ 7,413	\$ 2,613	\$ 5,826	\$ 5,826	\$ 5,826
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	67	93	17	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	1,550	3,321	2,945	-	2,000	1,000	1,000
Total Revenues	\$ 1,617	\$ 3,414	\$ 2,962	\$ -	\$ 2,000	\$ 1,000	\$ 1,000
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 6,034	\$ 9,448	\$ 10,375	\$ 2,613	\$ 7,826	\$ 6,826	\$ 6,826
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	1,190	710	-	1,000	1,000	1,000
Commodities	-	845	3,839	-	1,000	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ -	\$ 2,035	\$ 4,549	\$ -	\$ 2,000	\$ 1,000	\$ 1,000
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 6,034	\$ 7,413	\$ 5,826	\$ 2,613	\$ 5,826	\$ 5,826	\$ 5,826

Road Use Tax Fund

Description of the Fund

The fund accounts for revenue sharing from state taxes related to transportation. Road use tax revenue is generated through motor vehicle registration fees, motor vehicle fuel taxes, an excise tax imposed on the rental of automobiles and a use tax on trailers. The use of these funds is restricted to the construction, maintenance and supervision of public streets.

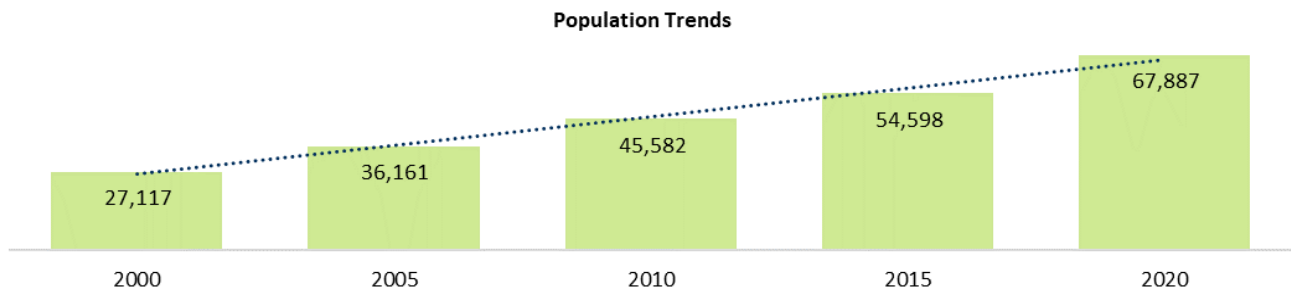
Road use taxes are shared by the state on a percentage basis between the primary road fund, secondary road fund, city street fund and farm-to-market road fund according to the following percentages:

- Primary road fund (state) – 47.5 percent
- Secondary road fund (counties) – 24.5 percent
- City street fund (cities) – 20 percent
- Farm-to-market road fund (counties) – 8 percent

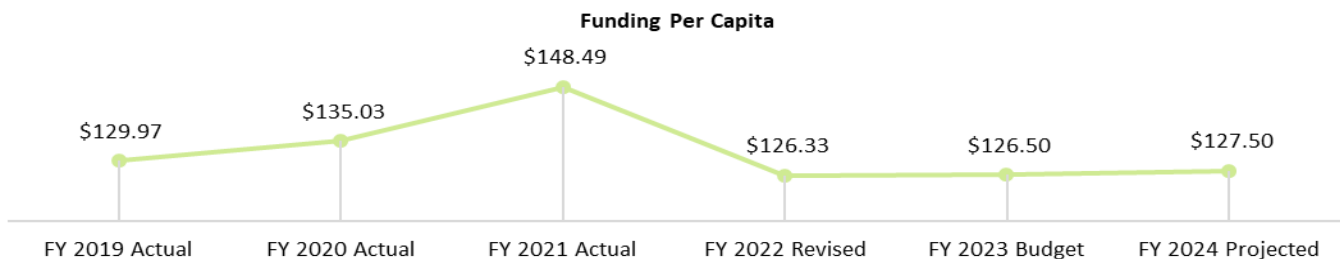
Additionally, the Transportation Investment Moves the Economy in the 21st Century (TIME-21) fund provides revenues for growing road infrastructure costs. TIME-21 is funded by many of the same sources that contribute to the road use tax fund, but is allocated according to the following percentages:

- Primary road fund (state) – 60 percent
- Secondary road fund (counties) – 20 percent
- City street fund (cities) – 20 percent

These funds are then allocated to each city on a per capita basis with each city's amount determined by the U.S. Census Bureau's population count, which is updated every ten years or when a special census is conducted. The following graph shows Ankeny's population trends since 2000:



With road use tax collections based on items such as fuel consumption and vehicle registration fees, funding levels can change significantly depending on consumer activity. The graph below shows historical and projected funding per capita:



The public works department is comprised of the following divisions and is funded by the road use tax fund.

Street Lighting – accounts for the cost of street lighting.

Roadway Administration – provides administrative and technical leadership to the public works department. In addition, provides planning and engineering expertise, coordination and guidance in the development of the City's infrastructure.

Roadway Maintenance – activities include roadway maintenance, snow and ice control, roadway signage and traffic signal repair and maintenance.

Snow and Ice Control – expenditures are tracked in a separate budget activity to identify the costs associated with snow and ice control. Those costs include overtime of the roadway maintenance employees, salt, calcium chloride, equipment repairs and the senior citizen snow removal program.

Traffic Safety – provides repairs and maintenance to the City's signalized intersections. The signals are designed, constructed and operated to allow for the safe movement of vehicles and pedestrians through heavily traveled or hazardous locations.

Council Goal	Fund Goals	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Upgrade Essential Infrastructure 	Design, construct, operate, maintain and improve the City's public works infrastructure	Lane miles of streets	555	564	564	572	580
		Number of cul-de-sacs	379	389	389	390	392
		Number of street lights	6,523	6,577	6,837	7,000	7,200
	Provide administrative and technical leadership to deliver high quality and sustainable public improvement projects on schedule and within budget	Planned value of CIP (in millions) ⁽¹⁾	\$29.40	\$42.95	\$39.21	\$38.89	\$46.12
		% of capital projects completed on schedule and within budget	70%	75%	75%	70%	75%
	Improve traffic safety and mobility and reduce traffic congestion within the City	Number of traffic signals	73	71	74	80	82
		Traffic signal timing – excellent or good ⁽²⁾			40%		50%
		Traffic flow on major streets – excellent or good ⁽²⁾			32%		50%
		Street repair – excellent or good ⁽²⁾			45%		55%
	Clear City streets safely, efficiently and economically during winter weather events	Number of winter weather events	18	13	14	15	15
		Average lane miles per snow and ice control route	32.21	32.21	32.74	33.22	33.22
		Snow removal – excellent or good ⁽²⁾			73%		80%

⁽¹⁾ Calendar Year

⁽²⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

Activities and Accomplishments	
<i>Recent Accomplishments</i>	
	Staff persevered and remained resilient during a challenging 2021 due to the ongoing COVID-19 pandemic. Despite this unprecedented obstacle, staff continued to provide quality public works services throughout the year.
	Began construction of the following CIP projects in 2021: West 1st Street Widening and Improvements – Phase 1, NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive, High Trestle Trail Extension – SE Magazine Road to SE Oralabor Road and NW Northlawn Area Utility Improvements – Phase 1.
	Completed construction of the following major CIP projects in 2021: High Trestle Trail Extension – SW Ordinance Road to SE Magazine Road, SE Hulsizer Road Realignment, SE Delaware and SE 8th Street Intersection Improvements and Traffic Signalization, South Ankeny Boulevard and SW Magazine Road Safety Improvements, SE Delaware Avenue and SE Corporate Woods Drive Intersection Improvements, NE 18th Street Asphalt Overlay – NE Meadow View Court to County NE 38th Street, North Ankeny Boulevard and NE 54th Street Intersection Improvements and Traffic Signalization and SE 8th Street – South Ankeny Boulevard to SE Oak Drive Reconstruction.
	Completed construction of the following other CIP projects during 2021: Pedestrian Ramp Improvements, Annual PCC Street Patching Program – northbound SE Delaware Avenue from SE Oralabor Road to SE Magazine Drive, Annual Asphalt Street Resurfacing Program – Lakeside Center Parking Lot and Access Drive, Annual Pavement Preservation Program – southbound SW State Street from SW Oralabor Road to SW Ordinance Road.
	Applied for, obtained and used federal, state and county funding from various grant programs including STBG-SWAP, TAP, U-STEP, ICAAP, C-STEP and TSIP for CIP projects.
	Collaborated with the Iowa Department of Transportation and their consultant on the South Ankeny Boulevard/US Highway 69 from SW Ordinance Road to 1st Street Traffic Operations and Safety Improvements project. An informational meeting was held to review the proposed concept alternatives with the public in October 2021.
	Completed annual maintenance work, which included concrete patching on streets and at City facilities, pavement and sidewalk patching for Municipal Utilities, replaced storm sewer intakes, pothole patching, joint and crack sealing, street sweeping and right-of-way and median landscaping maintenance.
	Completed annual city-wide programs including spring clean-up, tree and branch recycling, fall leaf collection and Christmas tree pick-up.
	Provided snow and ice removal from City streets in a safe, efficient, economical and timely manner.
	Strategically used the snow ordinance to improve the safety and efficiency of winter maintenance operations.
	Continued quarterly utility coordination meetings with staff from the Public Works and Municipal Utilities departments and private franchise utility companies to improve communication and coordination related to CIP projects.
	Completed an updated debris management plan.

<i>In Progress Activities</i>	
	Complete the following major CIP projects that began construction in 2021: West 1st Street Widening and Improvements – Phase 1, NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive, High Trestle Trail Extension – SE Magazine Road to SE Oralabor Road and NW Northlawn Area Utility Improvements – Phase 1.
	Complete the design and letting phases and begin construction of the following major CIP projects to be constructed in 2022: NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard, NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, SE Delaware Widening – SE Corporate Woods Drive to corporate limits and NW 36th Street and NW State Street Interim Improvements.
	Complete the implementation of the new fiber optic communications network software.
	Complete the fiber optic communications network inventory and mapping project through collaboration with the Information Technology department.
	Begin the fiber optic master planning project.
	Complete the comprehensive pavement management program in order to prioritize and strategically plan for future street pavement reconstruction, rehabilitation and repair projects.
	Recommend updated pavement design standards to City management and the City Council for public streets constructed within the CIP and private development projects.
	Complete deployment of the advanced traffic signal monitoring software and the associated traffic signal controller upgrades, staffing training and integration with the Traffic Management Center in the Public Services Building.
	Continue comprehensive in-house training for all staff members with winter maintenance responsibilities.
	Complete the design phase of the following CIP projects that are scheduled for construction in 2023: NE Delaware Avenue Reconstruction – NE 5th Street to NE 18th Street, NW 18th Street Reconstruction – NW Ash Drive to North Ankeny Boulevard, Oralabor Gateway Trail – SW State Street Grade-Separated Crossing, SW Oralabor Road and SW State Street Safety Improvements and SW State Street Reconstruction – SW Ordinance Road to West 1st Street (Northbound Lanes).
<i>Upcoming Activities</i>	
	Request to add a civil engineer I and two equipment operators to assist with the increasing workload.
	Add technology, equipment and vehicles to improve staff productivity and efficiency and provide more flexibility for completing work.
	Complete construction of major CIP projects on schedule and within budget.
	Apply for and obtain external funding from various sources for CIP projects.
	Adopt new pavement design standards for public streets based upon recommendations from the pavement management study and master plan.
	Complete a study to review the space needs of the Public Works Operations, Traffic and Municipal Utilities divisions. Make recommendations about how to efficiently use, remodel and/or expand the City's existing Public Works Maintenance Facility to best meet the current and future space needs for staff, vehicles, equipment and materials.

	Improve CIP workload distribution amongst the engineering staff in the Public Works and Municipal Utilities departments.
	Coordinate with the Public Works and Municipal Utilities departments to develop a plan and schedule for updating the City's Supplemental Specifications to the Statewide Urban Design Standards and Specifications (SUDAS).
	Select a consultant to complete a comprehensive transportation master plan beginning in fiscal year 2023 and continuing into fiscal year 2024. The transportation master plan would be used to help determine the future needs of the City's transportation system; prioritize the major transportation projects in the CIP; and preserve and identify the existing and future transportation corridors, respectively, to help inform growth and development.
<i>Trends and Issues</i>	
	Inflation, supply chain and private contractor issues (e.g. availability of resources, labor shortages and contractor performance) are increasing the cost of CIP projects and in some cases causing schedule delays.
	Increasing workload due to continued infrastructure expansion and population growth.
	Improving traffic safety and mobility at intersections and along major street corridors.
	Deteriorating condition of the City's street pavement infrastructure and the need to provide additional funding for reconstruction, rehabilitation and repairs.
	Adding new technology and equipment to improve staff productivity and efficiency.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Fiscal year 2023 revenues are projected to be \$8,602,706, an increase of \$283,709 from the revised fiscal year 2022 budget due to an increase in funding per capita and full implementation of the new 2020 U.S. Census Bureau population. Budgeted expenditures total \$7,494,861, of which \$704,000 is projected for street lighting, \$1,874,802 for roadway administration, \$2,537,425 for roadway maintenance, \$1,025,628 for snow and ice control and \$1,353,006 for traffic safety. Additionally, \$1,417,583 is budgeted for transfers out to the debt service and capital projects funds.

Personnel changes include the addition of a civil engineer I in roadway administration and equipment operator in roadway maintenance. Capital outlay expenditures include a 1-ton 4WD truck in roadway maintenance; two single axle dump trucks with snow plows in snow and ice control; and a GPS data collection device, high density switch pack tester and sign truck in traffic safety.

Estimated Ending Fund Balance

The City estimates the ending fund balance of the road use tax fund at June 30, 2023, to be \$7,093,729. This represents a decrease of \$309,738, or 4.18%, from the revised fiscal year 2022 budget due to transfers out to the debt service and capital projects funds.

Looking Ahead to Fiscal Year 2024 and Beyond

Long-term projections show the road use tax fund in a strong financial position. The City continues to look for ways to fund annual capital improvement program projects with road use tax revenues through transfers out to the capital projects fund and reduce its reliance on debt.

Road Use Tax Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 8,236,215	\$ 8,243,003	\$ 8,485,537	\$ 6,691,994	\$ 8,620,560	\$ 7,403,467	\$ 7,093,729
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	34,286	28,000	10,000	10,000	10,000
Intergovernmental	7,053,282	7,017,938	8,171,259	8,704,000	8,301,190	8,587,706	8,655,593
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	3,765	-	7,807	5,000	5,000
Total Revenues	\$ 7,053,282	\$ 7,017,938	\$ 8,209,310	\$ 8,732,000	\$ 8,318,997	\$ 8,602,706	\$ 8,670,593
Transfers In	-	-	-	-	-	-	-
Funds Available	\$15,289,497	\$15,260,941	\$16,694,847	\$15,423,994	\$16,939,557	\$16,006,173	\$15,764,322
Expenditures:							
Street Lighting	\$ 600,344	\$ 614,914	\$ 643,718	\$ 682,000	\$ 693,000	\$ 704,000	\$ 728,000
Roadway Administration	1,597,674	1,608,239	1,574,366	1,844,154	1,928,149	1,874,802	2,050,464
Roadway Maintenance	2,156,930	1,925,322	2,235,145	2,418,791	2,483,758	2,537,425	2,947,891
Snow and Ice Control	528,755	987,118	678,110	836,126	849,701	1,025,628	784,759
Traffic Safety	492,791	499,811	1,054,365	1,207,118	1,447,482	1,353,006	1,335,501
Total Expenditures	\$ 5,376,494	\$ 5,635,404	\$ 6,185,704	\$ 6,988,189	\$ 7,402,090	\$ 7,494,861	\$ 7,846,615
Transfers Out	1,670,000	1,140,000	1,888,583	374,000	2,134,000	1,417,583	447,750
Ending Balance, June 30	\$ 8,243,003	\$ 8,485,537	\$ 8,620,560	\$ 8,061,805	\$ 7,403,467	\$ 7,093,729	\$ 7,469,957

Special Revenue Funds

Activity: Street Lighting		Department: Public Works				Program: Public Works	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	598,426	607,521	641,531	677,000	683,000	694,000	718,000
Commodities	1,918	7,393	2,187	5,000	10,000	10,000	10,000
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 600,344	\$ 614,914	\$ 643,718	\$ 682,000	\$ 693,000	\$ 704,000	\$ 728,000
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Special Revenue Funds

Activity: Roadway Administration		Department: Public Works			Program: Public Works		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	34,286	28,000	10,000	10,000	10,000
Intergovernmental	7,053,282	7,017,938	8,171,259	8,704,000	8,301,190	8,587,706	8,655,593
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	3,241	-	7,807	5,000	5,000
Total Revenues	\$ 7,053,282	\$ 7,017,938	\$ 8,208,786	\$ 8,732,000	\$ 8,318,997	\$ 8,602,706	\$ 8,670,593
Expenditure Summary:							
Personal Services	\$ 1,276,303	\$ 1,268,080	\$ 1,070,276	\$ 1,400,937	\$ 1,330,633	\$ 1,472,614	\$ 1,655,310
Contractual Services	252,849	275,819	433,534	378,347	495,620	308,808	323,080
Commodities	45,291	64,340	45,729	64,870	74,221	93,380	72,074
Capital Outlay	23,231	-	24,827	-	27,675	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,597,674	\$ 1,608,239	\$ 1,574,366	\$ 1,844,154	\$ 1,928,149	\$ 1,874,802	\$ 2,050,464
Personnel Summary:							
Public Works Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
City Engineer	-	-	-	1.00	1.00	1.00	1.00
Engineering Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Engineering Manager	1.00	1.00	-	-	-	-	-
Civil Engineer II	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Civil Engineer I	1.00	1.00	1.00	1.00	1.00	2.00	2.00
Engineering Traffic Specialist	1.00	1.00	-	-	-	-	-
Engineering Technician III	-	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Technician II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Technician I	1.00	-	1.00	1.00	1.00	1.00	1.00
GIS Technician	-	-	0.25	0.25	0.25	0.25	0.25
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Clerk	-	-	0.56	0.56	0.56	0.56	0.56
Total Full Time Equivalents	10.00	10.00	9.81	10.81	10.81	11.81	11.81
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Robotic Total Station		1	2022	Purchase	\$ 27,675	\$ -	\$ -
Total Capital Outlay					\$ 27,675	\$ -	\$ -

Special Revenue Funds

Activity: Roadway Maintenance	Department: Public Works				Program: Public Works		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	524	-	-	-	-
Total Revenues	\$ -	\$ -	\$ 524	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 1,167,171	\$ 1,233,167	\$ 1,352,351	\$ 1,448,015	\$ 1,384,507	\$ 1,599,424	\$ 1,709,499
Contractual Services	357,402	366,810	467,195	421,280	518,497	533,645	501,845
Commodities	371,907	303,337	340,803	349,496	380,754	370,356	369,547
Capital Outlay	260,450	22,008	74,796	200,000	200,000	34,000	367,000
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 2,156,930	\$ 1,925,322	\$ 2,235,145	\$ 2,418,791	\$ 2,483,758	\$ 2,537,425	\$ 2,947,891
Personnel Summary:							
Operations Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Street Supervisor	-	-	1.00	1.00	1.00	1.00	1.00
Public Works Supervisor	1.00	1.00	-	-	-	-	-
Lead Equipment Operator	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Equipment Operator	8.00	9.00	9.00	10.00	10.00	11.00	11.00
Seasonal Laborer (3 Month)	-	-	0.50	0.50	0.50	0.50	0.50
Total Full Time Equivalents	13.00	14.00	14.50	15.50	15.50	16.50	16.50
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
Compact Excavator	1	2022	Purchase	\$ 200,000	\$ -	\$ -	
1 Ton 4WD Truck	1	2023	Purchase	-	34,000	-	
1 Ton 4WD Flatbed Truck	1	2024	Purchase	-	-	34,000	
Backhoe	1	2024	Purchase	-	-	133,000	
Chipper Truck	1	2024	Purchase	-	-	80,000	
Tractor	1	2024	Purchase	-	-	120,000	
Total Capital Outlay				\$ 200,000	\$ 34,000	\$ 367,000	

Special Revenue Funds

Activity: Snow and Ice Control		Department: Public Works			Program: Public Works		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 218,464	\$ 98,240	\$ 152,972	\$ 155,018	\$ 163,342	\$ 175,681	\$ 188,851
Contractual Services	66,681	46,216	72,763	77,133	82,915	87,172	91,581
Commodities	220,809	234,573	212,873	223,975	223,444	232,775	239,327
Capital Outlay	22,801	608,089	239,502	380,000	380,000	530,000	265,000
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 528,755	\$ 987,118	\$ 678,110	\$ 836,126	\$ 849,701	\$ 1,025,628	\$ 784,759
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Skid Loader with Grapple Bucket & Snow Wing		1	2022	Purchase	\$ 90,000	\$ -	\$ -
Tandem Axle Dump Truck with Snow Plow		1	2022	Purchase	290,000	-	-
Single Axle Dump Truck with Snow Plow		2	2023	Purchase	-	530,000	-
Single Axle Dump Truck with Snow Plow		1	2024	Purchase	-	-	265,000
Total Capital Outlay					\$ 380,000	\$ 530,000	\$ 265,000

Special Revenue Funds

Activity: Traffic Safety	Department: Public Works				Program: Public Works		
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 273,970	\$ 271,939	\$ 604,407	\$ 676,938	\$ 681,113	\$ 730,875	\$ 782,176
Contractual Services	118,118	139,292	169,934	304,980	530,679	382,312	320,166
Commodities	100,703	88,580	112,423	116,700	132,790	142,269	133,159
Capital Outlay	-	-	167,601	108,500	102,900	97,550	100,000
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 492,791	\$ 499,811	\$ 1,054,365	\$ 1,207,118	\$ 1,447,482	\$ 1,353,006	\$ 1,335,501
Personnel Summary:							
Traffic Engineering Manager	-	-	1.00	1.00	1.00	1.00	1.00
Engineering Traffic Specialist	-	-	1.00	1.00	1.00	1.00	1.00
Lead Traffic Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Technician	2.00	2.00	3.00	3.00	3.00	3.00	3.00
Total Full Time Equivalents	3.00	3.00	6.00	6.00	6.00	6.00	6.00
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
Advanced Traffic Signal Monitoring Software	1	2021	Purchase	\$ 94,400	\$ -	\$ -	
Conflict Monitor Tester	1	2022	Purchase	8,500	-	-	
GPS Data Collection Device	1	2023	Purchase	-	8,000	-	
High Density Switch Pack Tester	1	2023	Purchase	-	14,550	-	
Sign Truck	1	2023/2024	Purchase	-	75,000	100,000	
Total Capital Outlay				\$ 102,900	\$ 97,550	\$ 100,000	

Police Seizure Fund

Description of the Fund

The fund accounts for monies obtained through property seizures and forfeitures and are to be used solely for police department activities. The fund also accounts for the City's weapon purchase program. Under this program, the City purchases the duty weapon for a police officer who then reimburses the City through a payroll deduction.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

For fiscal year 2023, revenues total \$6,100 from interest income, seizure activities and duty weapon reimbursements. Budgeted expenditures total \$11,375 for training and the purchase of duty weapons.

Estimated Ending Fund Balance

The projected ending fund balance is \$70,593, a decrease of \$5,275, or 6.95%.

Looking Ahead to Fiscal Year 2024 and Beyond

Expenditures will continue for training and the purchase of duty weapons; however, due to the unpredictability of revenues in this fund, expenditures are typically non-recurring purchases.

Police Seizure Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 80,923	\$ 66,405	\$ 77,363	\$ 76,663	\$ 79,268	\$ 75,868	\$ 70,593
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	1,044	1,012	284	200	100	100	100
Intergovernmental	-	10,000	1,695	5,000	12,200	5,000	5,000
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	694	896	350	1,000	1,000	1,000	1,000
Total Revenues	\$ 1,738	\$ 11,908	\$ 2,329	\$ 6,200	\$ 13,300	\$ 6,100	\$ 6,100
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 82,661	\$ 78,313	\$ 79,692	\$ 82,863	\$ 92,568	\$ 81,968	\$ 76,693
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	14,504	525	424	5,000	7,200	5,000	5,000
Commodities	1,752	425	-	2,000	9,500	6,375	2,000
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 16,256	\$ 950	\$ 424	\$ 7,000	\$ 16,700	\$ 11,375	\$ 7,000
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 66,405	\$ 77,363	\$ 79,268	\$ 75,863	\$ 75,868	\$ 70,593	\$ 69,693

Tax Increment Financing Fund

Description of the Fund

The fund accounts for taxes collected on the incremental increase in property value located within designated urban renewal areas and are to be used for activities within those areas. The purpose of these urban renewal areas is to encourage economic development by allowing cities to capture increased valuation and use the taxes for infrastructure construction, developer incentive payments and other activities designed to encourage development and growth in the specified area.

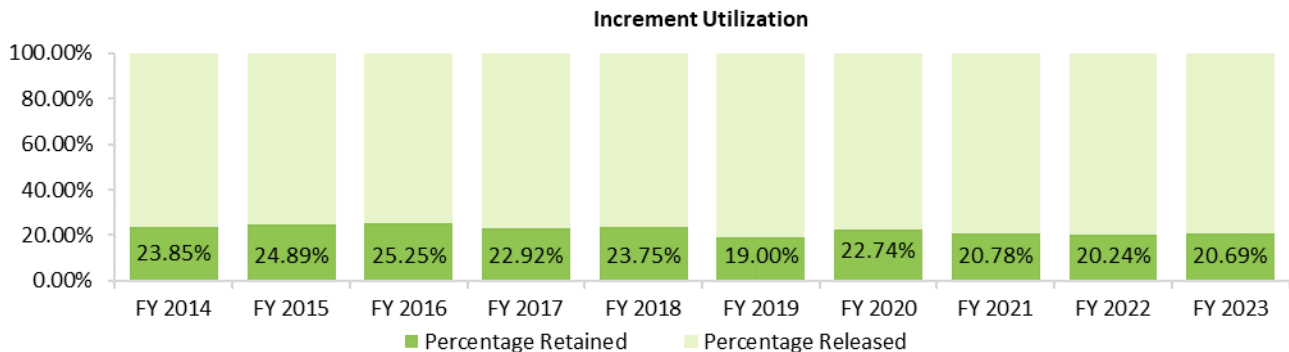
The City currently has the following urban renewal areas: Ankeny Economic Development Urban Renewal Area, Ankeny 1991 Urban Renewal Area and Ankeny Northeast Urban Renewal Area. These areas include the SE Delaware Avenue corridor, areas along Highway 69 and East 1st Street, the industrial and office park areas on the southeast side of Ankeny, Prairie Trail and the NE 36th Street interchange at Interstate 35.

Tax increment is calculated by creating a “base valuation” when the area is formed. As valuation is added within the area, the City is allowed to collect the taxes on this new valuation that would have been collected by the other taxing districts in addition to its own levy. The taxes collected from this new valuation are then used for economic development within the area. The City can release the increased valuation to the other taxing districts as needed.

The primary use of these funds has been for the construction of infrastructure in commercial and industrial developments and to provide businesses and developers incentives to expand or locate within Ankeny.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

According to the financial policy, the City will release no less than 40% of the incremental value within its urban renewal areas to the other taxing districts. Over the past five years, the City has returned an average of 79.31% of available tax increment to the taxing entities, such as the local school districts and Polk County. The incremental valuation retained versus the incremental valuation released for the last ten years is as follows:



For fiscal year 2023, revenues are projected to be \$10,226,657, with \$10,221,657 from tax increment financing and \$5,000 from interest income. Expenditures are budgeted at \$2,627,046 for rebate payments. In addition, transfers out totaling \$7,224,351 account for the movement of funds to the debt service fund to pay general obligation bonds for tax increment financing projects.

Estimated Ending Fund Balance

The projected ending fund balance is \$2,382,803, an increase of \$375,260, or 18.69%. The tax increment financing fund is a flow-through fund where the fund balance often fluctuates based on budgeted revenues and expenditures.

Looking Ahead to Fiscal Year 2024 and Beyond

The reservation of increment is estimated to increase 0.06% in fiscal year 2024 and decrease 20.40% in fiscal year 2025 based on current rebate agreements outstanding and tax increment financing projects planned in the 2022-2026 Capital Improvement Program.

Tax Increment Financing Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 1,838,454	\$ 2,051,638	\$ 2,295,327	\$ 2,181,583	\$ 2,023,248	\$ 2,007,543	\$ 2,382,803
Revenues:							
Property Taxes	\$ 6,966,857	\$ 8,544,191	\$ 8,761,953	\$ 9,093,301	\$ 8,987,846	\$ 10,221,657	\$ 10,227,776
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	83,973	74,642	18,857	17,000	5,000	5,000	5,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	549,058	73,417	-	-	-	-	-
Total Revenues	\$ 7,599,888	\$ 8,692,250	\$ 8,780,810	\$ 9,110,301	\$ 8,992,846	\$ 10,226,657	\$ 10,232,776
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 9,438,342	\$ 10,743,888	\$ 11,076,137	\$ 11,291,884	\$ 11,016,094	\$ 12,234,200	\$ 12,615,579
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	1,489,609	1,803,765	1,671,477	1,997,804	1,974,910	2,627,046	2,832,334
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	29,250	13,000	-	-	-	-	-
Total Expenditures	\$ 1,518,859	\$ 1,816,765	\$ 1,671,477	\$ 1,997,804	\$ 1,974,910	\$ 2,627,046	\$ 2,832,334
Transfers Out	5,867,845	6,631,796	7,381,412	7,179,761	7,033,641	7,224,351	7,287,181
Ending Balance, June 30	<u>\$ 2,051,638</u>	<u>\$ 2,295,327</u>	<u>\$ 2,023,248</u>	<u>\$ 2,114,319</u>	<u>\$ 2,007,543</u>	<u>\$ 2,382,803</u>	<u>\$ 2,496,064</u>

Police and Fire Retirement Fund

Description of the Fund

The fund accounts for taxes levied to fund the City's required matching contributions to the police and fire retirement system.

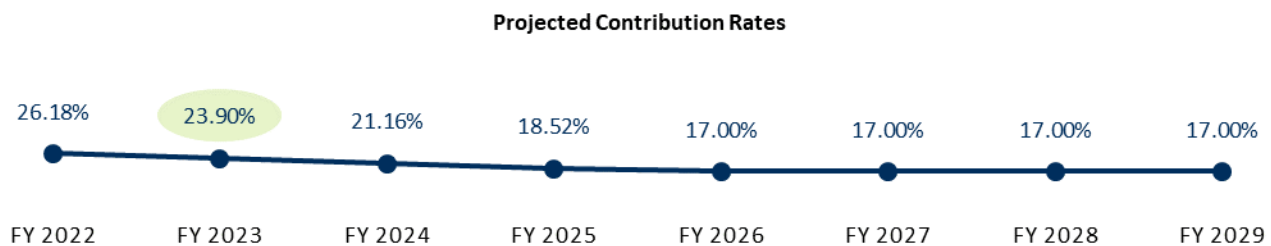
Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The state-mandated employer contribution rates have increased significantly in recent years, from 17% in fiscal year 2010 to a high of 30.41% in fiscal year 2015. These increased costs have been managed through a combination of fund balance transfers from the general fund in fiscal years 2013 and 2014 and levy rates increases in fiscal years 2015 and 2019. Contribution rates have since moderated allowing for a levy rate reduction in fiscal year 2021 to \$0.55 per \$1,000 of taxable valuation.

The following table provides the City's number of covered employees, contribution rates and employee benefits levy rate from fiscal years 2014-2023:

Fiscal Year	# Covered Employees	Contribution Rates	Levy Rate	Increase (Decrease)
2014	77	30.12%	\$0.49624	-
2015	79	30.41%	\$0.56000	0.06376
2016	81	27.77%	\$0.56000	-
2017	86	25.92%	\$0.56000	-
2018	94	25.68%	\$0.56000	-
2019	115	26.02%	\$0.60000	0.04000
2020	118	24.41%	\$0.60000	-
2021	126	25.31%	\$0.55000	(0.05000)
2022	129	26.18%	\$0.55000	-
2023	134	23.90%	\$0.55000	-

The Municipal Fire and Police Retirement System of Iowa (MFPRSI) contribution rate is set to decrease from 26.18% to 23.90% in fiscal year 2023. The following contribution rates have been projected based on the actuarial report issued on behalf of the MFPRSI:



The police and fire retirement fund is expected to generate total revenues of \$2,536,511 for fiscal year 2023. Of those revenues \$2,444,185 will come from property taxes, \$18,851 from mobile home taxes and utility tax replacement, \$1,000 from interest income and \$72,475 from intergovernmental revenues. Intergovernmental revenues include the cost sharing agreement with the Ankeny Community School District for school resource officers and commercial and industrial replacement ("backfill") from the state.

Total expenditures for fiscal year 2023 are \$2,628,996. Of this total, personal services in the amount of \$2,600,996 are expected to fund the 23.90% contribution rate for covered employees and \$28,000 is budgeted for other contractual obligations. The number of covered employees will increase by five, with the hiring of two police officers and three firefighter/paramedics.

Estimated Ending Fund Balance

Fund balance at the end of fiscal year 2023 is projected to be \$1,663,693, a decrease of \$92,485, or 5.27%.

Looking Ahead to Fiscal Year 2024 and Beyond

The City Council continues to support through its legislative priorities the need to address employer-paid costs associated with the MFPRSI. While the City values its police officers and firefighters, the cost of providing these public safety employee's pension benefits are unfairly disproportionate, with employer rates increasing 41% since fiscal year 2010 without any additional employee contributions.

Police and Fire Retirement Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 1,529,283	\$ 1,672,165	\$ 1,891,159	\$ 1,962,833	\$ 1,915,726	\$ 1,756,178	\$ 1,663,693
Revenues:							
Property Taxes	\$ 1,961,348	\$ 2,083,465	\$ 2,128,826	\$ 2,265,320	\$ 2,265,320	\$ 2,444,185	\$ 2,568,223
Non-Property Taxes	17,938	17,709	15,818	17,485	17,485	18,851	19,757
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	12,066	10,600	3,755	1,500	1,000	1,000	1,000
Intergovernmental	72,069	103,901	104,564	105,408	95,905	72,475	59,358
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 2,063,421	\$ 2,215,675	\$ 2,252,963	\$ 2,389,713	\$ 2,379,710	\$ 2,536,511	\$ 2,648,338
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 3,592,704	\$ 3,887,840	\$ 4,144,122	\$ 4,352,546	\$ 4,295,436	\$ 4,292,689	\$ 4,312,031
Expenditures:							
Personal Services	\$ 1,886,380	\$ 1,987,706	\$ 2,216,680	\$ 2,559,375	\$ 2,511,258	\$ 2,600,996	\$ 2,464,318
Contractual Services	34,159	8,975	11,716	15,000	28,000	28,000	28,000
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,920,539	\$ 1,996,681	\$ 2,228,396	\$ 2,574,375	\$ 2,539,258	\$ 2,628,996	\$ 2,492,318
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	<u>\$ 1,672,165</u>	<u>\$ 1,891,159</u>	<u>\$ 1,915,726</u>	<u>\$ 1,778,171</u>	<u>\$ 1,756,178</u>	<u>\$ 1,663,693</u>	<u>\$ 1,819,713</u>

Landfill Postclosure Fund

Description of the Fund

The 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.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

During fiscal year 2011, the City received a one-time payment from John Deere Des Moines Works in the amount of \$211,580 representing John Deere Des Moines Works' share of future costs to operate and maintain the closed landfill site previously owned by both parties.

Transfers out of \$9,000 are budgeted for consulting, mowing and other services, along with EPA testing requirements.

Estimated Ending Fund Balance

The fund balance is projected to decrease \$8,900, or 10.49%. The remaining fund balance is intended to cover John Deere Des Moines Works' share of the monitoring and testing costs through a transfer to the solid waste fund.

Looking Ahead to Fiscal Year 2024 and Beyond

An annual transfer out is planned for the remaining monitoring and testing period or until the funds have been depleted.

Landfill Postclosure Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 118,942	\$ 111,919	\$ 104,031	\$ 96,181	\$ 100,530	\$ 84,880	\$ 75,980
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	1,631	1,697	377	300	100	100	100
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 1,631	\$ 1,697	\$ 377	\$ 300	\$ 100	\$ 100	\$ 100
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 120,573	\$ 113,616	\$ 104,408	\$ 96,481	\$ 100,630	\$ 84,980	\$ 76,080
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	8,654	9,585	3,878	14,250	15,750	9,000	15,750
Ending Balance, June 30	\$ 111,919	\$ 104,031	\$ 100,530	\$ 82,231	\$ 84,880	\$ 75,980	\$ 60,330

Friends of the Ankeny Library Fund

Description of the Fund

The fund accounts for the collection and disbursement of funds for the Friends of the Ankeny Library. The Friends of the Ankeny Library is a separate legal entity created to enhance the library through fundraising and advocacy efforts. Funds will be used to support library programs, events and special projects.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The fund is expected to collect \$30,000 in miscellaneous revenues during fiscal year 2023, primarily from book sales and donations. Additionally, the fund is expected to earn \$100 in interest income. Expenditures of \$30,000 are budgeted for initiatives of the Friends of the Ankeny Library.

Estimated Ending Fund Balance

The ending fund balance at June 30, 2023, is estimated to increase slightly to \$78,119.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Friends of the Ankeny Library Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 35,637	\$ 46,819	\$ 68,317	\$ 68,617	\$ 82,919	\$ 78,019	\$ 78,119
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	633	907	272	200	100	100	100
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	32,543	38,448	49,961	20,000	34,000	30,000	30,000
Total Revenues	\$ 33,176	\$ 39,355	\$ 50,233	\$ 20,200	\$ 34,100	\$ 30,100	\$ 30,100
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 68,813	\$ 86,174	\$ 118,550	\$ 88,817	\$ 117,019	\$ 108,119	\$ 108,219
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	5,249	4,810	22,379	8,000	29,000	17,000	17,000
Commodities	16,745	13,047	13,252	12,000	10,000	13,000	13,000
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 21,994	\$ 17,857	\$ 35,631	\$ 20,000	\$ 39,000	\$ 30,000	\$ 30,000
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 46,819	\$ 68,317	\$ 82,919	\$ 68,817	\$ 78,019	\$ 78,119	\$ 78,219

Park Dedication Fund

Description of the Fund

The fund accounts for monetary payments by developers for the acquisition and/or development of park and recreational lands when the dedication of park land is not compatible with the developers' general subdivision plan.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The park dedication fund is projected to receive revenues in the amount of \$600 from interest income. No expenditures are planned, though transfers out of \$80,000 have been budgeted for the annual park development program.

Estimated Ending Fund Balance

The ending fund balance is expected to be \$445,138, a decrease of \$79,400 or 15.14% at June 30, 2023. Fund balance is being used for the annual park development program and the development of neighborhood parks.

Looking Ahead to Fiscal Year 2024 and Beyond

The 2022-2026 Capital Improvement Program includes an annual transfer of \$80,000 from the park dedication fund to the capital projects fund for the annual park development program.

Park Dedication Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 623,776	\$ 607,994	\$ 605,985	\$ 561,985	\$ 581,938	\$ 524,538	\$ 445,138
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	8,824	9,521	2,302	1,000	600	600	600
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	25,394	38,470	53,651	-	22,000	-	-
Total Revenues	\$ 34,218	\$ 47,991	\$ 55,953	\$ 1,000	\$ 22,600	\$ 600	\$ 600
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 657,994	\$ 655,985	\$ 661,938	\$ 562,985	\$ 604,538	\$ 525,138	\$ 445,738
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	50,000	50,000	80,000	80,000	80,000	80,000	80,000
Ending Balance, June 30	\$ 607,994	\$ 605,985	\$ 581,938	\$ 482,985	\$ 524,538	\$ 445,138	\$ 365,738

Sports Complex Foundation Fund

Description of the Fund

The Sports Complex Foundation is a separate legal entity created to raise funds for the development of the Prairie Ridge Youth Sports Complex. The Foundation is affiliated with the City and the Ankeny Girls Softball, Ankeny Junior Football, Ankeny Little League, Heartland Area Lacrosse and Iowa Rush Soccer youth athletic clubs. This public-private partnership operates through the Foundation whose financial activities are managed by the City through the Sports Complex Foundation fund. The operations of the Prairie Ridge Sports Complex are accounted for in the City's general fund.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The Sports Complex Foundation fund is projected to receive \$10,100 from interest income and user fees. No expenditures are planned for fiscal year 2023.

Estimated Ending Fund Balance

The ending fund balance is expected to be \$119,193, an increase of 9.26%. Fund balance is being accumulated for future improvements.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Sports Complex Foundation Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 60,502	\$ 71,488	\$ 81,636	\$ 91,936	\$ 97,993	\$ 109,093	\$ 119,193
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	941	1,210	335	200	100	100	100
Intergovernmental	-	-	-	-	-	-	-
Service Charges	10,045	8,910	15,905	10,000	10,000	10,000	10,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	28	117	-	1,000	-	-
Total Revenues	\$ 10,986	\$ 10,148	\$ 16,357	\$ 10,200	\$ 11,100	\$ 10,100	\$ 10,100
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 71,488	\$ 81,636	\$ 97,993	\$ 102,136	\$ 109,093	\$ 119,193	\$ 129,293
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 71,488	\$ 81,636	\$ 97,993	\$ 102,136	\$ 109,093	\$ 119,193	\$ 129,293

Ankeny Garden Club Fund

Description of the Fund

The fund accounts for donations to be used for the creation and maintenance of public gardens. The Ankeny Garden Club is an organization created for the purpose of planting and maintaining flowers and other plants in the City.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Total revenues of \$1,380 are budgeted for fiscal year 2023 from monies received from the community garden located on greenspace adjacent to the North Ankeny Boulevard Hy-Vee store. Expenditures of \$1,000 have been budgeted to cover any associated costs.

Estimated Ending Fund Balance

The ending fund balance is projected to be \$7,285 for the fiscal year ending June 30, 2023.

Looking Ahead to Fiscal Year 2023 and Beyond

No long-term financial plans have been developed.

Ankeny Garden Club Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 5,797	\$ 7,289	\$ 8,765	\$ 9,145	\$ 10,165	\$ 6,905	\$ 7,285
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	92	116	33	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	1,400	1,360	1,420	1,380	1,380	1,380	1,380
Total Revenues	\$ 1,492	\$ 1,476	\$ 1,453	\$ 1,380	\$ 1,380	\$ 1,380	\$ 1,380
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 7,289	\$ 8,765	\$ 10,218	\$ 10,525	\$ 11,545	\$ 8,285	\$ 8,665
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	-	53	-	3,640	-	-
Commodities	-	-	-	1,000	1,000	1,000	1,000
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ 53	\$ 1,000	\$ 4,640	\$ 1,000	\$ 1,000
Transfers out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 7,289	\$ 8,765	\$ 10,165	\$ 9,525	\$ 6,905	\$ 7,285	\$ 7,665

Miracle Park Fund

Description of the Fund

The fund accounts for donations to be used for the operations and maintenance costs of the Miracle League Field and All-Inclusive Playground. The fund was created through a transfer in from the Ankeny Community Foundation, following construction and acceptance of the project by the City.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The fiscal year 2023 budget includes revenues of \$5,000 from donations. Expenditures of \$10,000 have been allocated to maintenance activities.

Estimated Ending Fund Balance

Fund balance at June 30, 2023, is projected to be \$43,946, a decrease of \$5,000 or 10.22%. Fund balance is being accumulated for future operations and maintenance costs.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Miracle Park Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ -	\$ 57,667	\$ 47,054	\$ 42,154	\$ 50,946	\$ 48,946	\$ 43,946
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	900	177	100	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	10,090	5,109	3,715	5,500	8,000	5,000	5,000
Total Revenues	\$ 10,090	\$ 6,009	\$ 3,892	\$ 5,600	\$ 8,000	\$ 5,000	\$ 5,000
Transfers In	50,607	190	-	-	-	-	-
Funds Available	\$ 60,697	\$ 63,866	\$ 50,946	\$ 47,754	\$ 58,946	\$ 53,946	\$ 48,946
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	3,000	14,509	-	5,000	5,000	5,000	5,000
Commodities	30	2,303	-	5,000	5,000	5,000	5,000
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 3,030	\$ 16,812	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 57,667	\$ 47,054	\$ 50,946	\$ 37,754	\$ 48,946	\$ 43,946	\$ 38,946

Dog Park Fund

Description of the Fund

The fund accounts for donations restricted for the construction of a dog park. The Ankeny Dog Park was funded through a public-private partnership between the City and the Ankeny Dog Park Task Force.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The initial construction of the dog park has been completed. For fiscal year 2023, revenues and expenditures have been budgeted at \$0. All operating costs of the dog park are maintained in the City's general fund and expenses needed to operate the dog park are being offset by the sale of dog park passes.

Estimated Ending Fund Balance

The ending fund balance at June 30, 2023, is estimated to remain at \$608.

Looking Ahead to Fiscal Year 2024 and Beyond

There are no long-term financial plans, although fundraising for future improvements is ongoing.

Dog Park Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 3,772	\$ 5,250	\$ 5,693	\$ 193	\$ 275	\$ 608	\$ 608
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	61	83	14	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	1,417	360	-	-	333	-	-
Total Revenues	\$ 1,478	\$ 443	\$ 14	\$ -	\$ 333	\$ -	\$ -
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 5,250	\$ 5,693	\$ 5,707	\$ 193	\$ 608	\$ 608	\$ 608
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	5,432	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ 5,432	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 5,250	\$ 5,693	\$ 275	\$ 193	\$ 608	\$ 608	\$ 608

Civic Trust Fund

Description of the Fund

The fund accounts for contributions made by the master developer of Prairie Trail to be used for civic improvements.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The Iowa State University Research Farm was a tract of land spanning over 1,000 acres near the geographic center of Ankeny and surrounded by development on all sides. In the summer of 2005, the City purchased the Iowa State University Research Farm and sold the property to a master developer through a bid proposal process. DRA Properties submitted the winning proposal for the property. The area is known as “Prairie Trail.”

The winning proposal included a contribution from the developer to a trust fund for the purpose of providing public improvements and/or municipal facilities within the project area. Under the proposal, the developer would contribute \$1.25 for every \$1 that the City spends on providing infrastructure to the area with a maximum contribution of \$25 million. The proposal called for an initial contribution by the developer of \$1 million. In addition, the developer agreed to donate ten acres of land within Prairie Trail to the City. This property was used as the location for the Police Station.

The civic trust fund agreement was amended in April 2008 to increase the financial commitment of the City and DRA Properties by \$20 million. This required the City to build an additional \$20 million of infrastructure in Prairie Trail and DRA Properties to reimburse the City 100% for the additional investment. This amendment revised the City’s total investment to \$40 million and DRA Properties reimbursement to the civic trust fund to \$45 million. In addition, the amendment committed DRA Properties to an additional donation of ten acres of land within Prairie Trail. This property was used as the location for Cascade Falls Aquatic Center, the City’s second aquatic facility.

To date, revenues provided by the civic trust fund agreement have been used for the reconstruction of Otter Creek Golf Course; development of Precedence Park; and construction of Cascade Falls Aquatic Center, Ankeny Kirkendall Public Library and the Albaugh Family Senior Community Center.

During fiscal year 2023, the City anticipates revenues and expenditures of \$0 while transfers out are budgeted at \$565,000. Funds are being transferred to the capital projects fund for the Des Moines Street Parks Development.

Estimated Ending Fund Balance

The ending fund balance of the civic trust fund is projected to be \$2,215,974, a decrease of \$565,000 or 20.32%. This large reduction is due to a capital contribution for the Des Moines Street Parks Development. The remaining fund balance is set aside for future improvements in Prairie Trail as outlined in the civic trust agreement.

Looking Ahead to Fiscal Year 2024 and Beyond

The civic trust funds, estimated at \$1,335,974 in fiscal year 2024, will continue to be used for future improvements in Prairie Trail as outlined in the civic trust agreement.

Civic Trust Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ -	\$ -	\$ 797,056	\$ 3,333,055	\$ 3,756,369	\$ 2,780,974	\$ 2,215,974
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	2	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	2,696,847	3,352,859	3,959,313	181,766	29,605	-	-
Total Revenues	\$ 2,696,849	\$ 3,352,859	\$ 3,959,313	\$ 181,766	\$ 29,605	\$ -	\$ -
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 2,696,849	\$ 3,352,859	\$ 4,756,369	\$ 3,514,821	\$ 3,785,974	\$ 2,780,974	\$ 2,215,974
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	25	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	2,696,824	2,555,803	1,000,000	475,000	1,005,000	565,000	880,000
Ending Balance, June 30	\$ -	\$ 797,056	\$ 3,756,369	\$ 3,039,821	\$ 2,780,974	\$ 2,215,974	\$ 1,335,974

Ankeny Community Foundation Fund

Description of the Fund

The fund accounts for monies being held for the Ankeny Community Foundation, a private community foundation created to connect donors, nonprofit organizations, professional advisors, community leaders and other partners to inspire charitable giving and improve the quality of life in Ankeny.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The Foundation has completed two large civic projects, the Ankeny Miracle League Field and All-Inclusive Playground and the Ankeny Market and Pavilion. Other fundraising efforts include Art for Ankeny, the Ankeny City Band, as well as for general charitable purposes.

Funds in the amount of \$90,893 were disbursed during fiscal year 2020, ending the fiscal relationship with the City.

Estimated Ending Fund Balance

The fund summary information is being provided for historical purposes only and the fiscal year 2023 ending fund balance is \$0.

Ankeny Community Foundation Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 239,536	\$ 89,073	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	3,234	784	-	-	-	-	-
Intergovernmental	4,291	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	44,151	1,226	-	-	-	-	-
Total Revenues	\$ 51,676	\$ 2,010	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 291,212	\$ 91,083	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	8,281	90,893	-	-	-	-	-
Commodities	176	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service:	-	-	-	-	-	-	-
Total Expenditures	\$ 8,457	\$ 90,893	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	193,682	190	-	-	-	-	-
Ending Balance, June 30	\$ 89,073	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DEBT SERVICE FUND

Debt Service Fund

Description of the Fund

The fund accounts for the accumulation of resources to meet long-term debt service requirements, such as principal and interest payments and related costs. General obligation bonds are the most common type of bonds issued by the City. The taxable valuation of all real property located in the City is pledged to pay them.

There are two types of general obligation bonds: general corporate purpose and essential corporate purpose. Bonds issued for a general corporate purpose require a special election with a 60 percent majority vote. However, cities with a population of greater than 5,000 and less than 75,000 may issue general corporate purpose debt not to exceed \$700,000 per distinct project annually without a special election with a 30-day reverse referendum. Examples of general corporate purpose bonds include those issued for city hall, fire and police stations, aquatic centers, parks, recreational facilities, etc. Bonds issued for an essential corporate purpose need only the approval of a resolution by a majority of the city council at an official meeting following a published notice and public hearing. Examples of essential corporate purpose bonds include those issued for street construction and repairs, traffic signals, sidewalks, street lights, sewer facilities, bridges, capital equipment, etc.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Key factors affecting the debt service fund for fiscal year 2023 include:

- Decrease in the debt service levy from \$3.20 to \$3.05 per \$1,000 of taxable property valuation.
- Reduction in borrowing for capital projects through the use of road use tax funds.
- Reduction in utilization of the constitutional debt limit.

Debt Service Levy History

FY 2014	\$4.35
FY 2015	\$4.30
FY 2016	\$4.25
FY 2017	\$4.25
FY 2018	\$4.15
FY 2019	\$3.75
FY 2020	\$3.50
FY 2021	\$3.25
FY 2022	\$3.20
FY 2023	3.05

Total fiscal year 2023 revenues of \$24,190,928, including transfers in, are necessary to support the principal, interest and paying agents fees of \$24,277,332. Revenues include \$14,625,463 from property taxes, \$106,994 from mobile homes taxes and utility tax replacement, \$4,000 from interest income and \$277,565 from commercial and industrial replacement ("backfill") from the state. Transfers in total \$9,176,906. Property taxes, the largest revenue source, increased from \$14,164,758 in fiscal year 2022 to \$14,625,463 in fiscal year 2023. This represents an increase of \$460,705 or 3.25% due to debt service taxable property valuation growth of 8.33% combined with a \$0.15 decrease in the debt service levy.

Debt service expenditures decreased from \$38,022,650 to \$24,277,332. This 36.15% decrease is the result of current refunding the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B in fiscal year 2022. During fiscal year 2023, the City plans to issue \$13,400,000 in general obligation bonds to finance the 2023 capital improvement program.

Fifty-seven percent of the City's general obligation debt service is funded from the debt service levy. The remaining forty-three percent of general obligation debt is paid from funding sources other than property taxes. These other revenue sources include transfers in from the general, road use tax, tax increment financing, water, sewer and storm water funds.

Estimated Ending Fund Balance

The fund balance is projected to decrease by \$86,404 from \$1,764,070 to \$1,677,666. The planned decrease in ending fund balance results from debt service payments, principal and interest, being greater than the revenues generated from the debt service levy of \$3.05 per \$1,000 of taxable property valuation. The debt service fund balance is reserved for future debt service requirements.

Debt Service Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 2,399,178	\$ 2,115,683	\$ 1,701,107	\$ 1,624,538	\$ 1,668,957	\$ 1,764,070	\$ 1,677,666
Revenues:							
Property Taxes	\$ 13,137,766	\$ 13,157,967	\$ 13,540,664	\$ 14,164,758	\$ 14,164,758	\$ 14,625,463	\$ 15,273,472
Non-Property Taxes	112,074	103,310	93,467	104,910	103,910	106,994	111,380
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	118,225	74,261	13,654	17,000	4,000	4,000	4,000
Intergovernmental	355,169	343,733	335,718	322,211	360,860	277,565	207,310
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Bond Proceeds	-	7,838,845	16,946,359	-	14,660,000	-	-
Total Revenues	\$ 13,723,234	\$ 21,518,116	\$ 30,929,862	\$ 14,608,879	\$ 29,293,528	\$ 15,014,022	\$ 15,596,162
Transfers In	7,801,688	8,733,611	9,326,129	9,011,844	8,824,235	9,176,906	9,467,589
Funds Available	\$ 23,924,100	\$ 32,367,410	\$ 41,957,098	\$ 25,245,261	\$ 39,786,720	\$ 25,954,998	\$ 26,741,417
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	7,100	7,701	6,841	7,400	6,400	7,000	7,600
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service:							
Principal	17,205,000	25,790,000	35,495,000	19,195,000	33,310,000	19,690,000	20,975,000
Interest	4,596,317	4,868,602	4,786,300	4,428,065	4,706,250	4,580,332	4,349,092
Total Expenditures	\$ 21,808,417	\$ 30,666,303	\$ 40,288,141	\$ 23,630,465	\$ 38,022,650	\$ 24,277,332	\$ 25,331,692
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 2,115,683	\$ 1,701,107	\$ 1,668,957	\$ 1,614,796	\$ 1,764,070	\$ 1,677,666	\$ 1,409,725

Looking Ahead to Fiscal Year 2024 and Beyond

Long-range forecasting shows a stable debt service levy of \$3.05 through fiscal year 2028. The 2022-2026 Capital Improvement Program plans for the future issuance of general obligation bonds as follows:

FY 2024	\$15,170,000
FY 2025	14,930,000
FY 2026	21,715,000

Bond Rating

The City's general obligation and general obligation annual appropriation bond ratings with Moody's Investors Service is Aa1 and Aa2. On April 23, 2021, Moody's Investors Service completed its annual review of the City's credit and affirmed an underlying rating of Aa1 to the City's general obligation bonds. The following table shows the comparable investment grade ratings for Moody's Investors Service.

Quality of Rating	Moody's Investors Service
Best	Aaa
	Aa1
High	Aa2
	Aa3
	A1
Upper Medium	A2
	A3
	Baa1
Medium Grade	Baa2
	Baa3

Debt Limit Projection and the Legal Debt Limit

The State of Iowa Constitution limits the amount of debt outstanding of any county, municipality or other political subdivision at no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The computation for the legal debt limit of the City is shown in the table titled Debt Limit Projection on the next page. This table provides the debt limit projections through fiscal year 2026 to correspond with projects planned in the 2022-2026 Capital Improvement Program.

Debt Limit Projection

Based on Constitutional Limit:

Outstanding Debt		
Issue Date	Maturity Date	Outstanding Debt
05/29/14	06/01/29	\$ 8,910,000
05/29/14	06/01/29	7,600,000
12/22/14	06/01/28	12,725,000
05/28/15	06/01/25	3,020,000
05/28/15	06/01/24	805,000
03/31/16	06/01/28	5,085,000
05/25/16	06/01/26	4,435,000
05/31/17	06/01/27	5,740,000
05/30/18	06/01/28	10,815,000
05/28/19	06/01/29	14,935,000
06/09/20	06/01/30	12,530,000
06/09/21	06/01/31	25,045,000
Rebate and Lease Agreements		7,127,089
Total Outstanding Debt		<u>\$ 118,772,089</u>

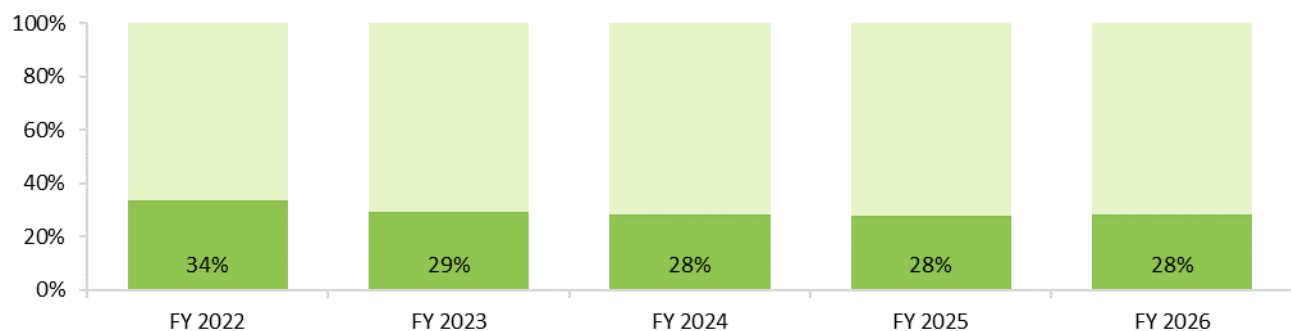
Projected Debt

Fiscal Year	Debt Addition	Debt Reduction	Change in Rebates	Net Change	Projected Outstanding Debt
2022	\$ 18,910,000	\$ 18,650,000	\$ -	\$ 260,000	\$ 119,032,089
2023	13,400,000	16,325,000	(355,239)	(3,280,239)	115,751,850
2024	15,170,000	15,025,000	(627,840)	(482,840)	115,269,010
2025	14,930,000	14,005,000	(587,524)	337,476	115,606,486
2026	21,715,000	13,950,000	(1,154,777)	6,610,223	122,216,709

Calculation of Legal Debt Limit

Fiscal Year	Assessed Value	Debt Limit Value (5%)	Projected Outstanding Debt	Unused Debt Limit	% of Debt Limit Used
2022	\$ 7,092,010,544	\$ 354,600,527	\$ 119,032,089	\$ 235,568,438	34%
2023	7,917,095,920	395,854,796	115,751,850	280,102,946	29%
2024	8,175,137,515	408,756,876	115,269,010	293,487,866	28%
2025	8,379,027,010	418,951,351	115,606,486	303,344,865	28%
2026	8,589,033,210	429,451,661	122,216,709	307,234,952	28%

Projected Debt Limit



Summary of Principal and Interest Maturities

Annual debt service requirements to service all outstanding indebtedness accounted for in the debt service fund are shown below:

Total Debt Service Requirements				Net General Obligation Debt		
Fiscal Year	Principal	Interest	Total	Total Debt Service Abatement	Debt Service Levy	Total
2022	\$ 18,650,000	\$ 4,706,250	\$ 23,356,250	\$ 8,824,235	\$ 14,532,015	\$ 23,356,250
2023	16,325,000	3,836,844	20,161,844	8,795,636	11,366,208	20,161,844
2024	15,025,000	3,101,443	18,126,443	8,687,074	9,439,369	18,126,443
2025	14,005,000	2,477,344	16,482,344	7,316,163	9,166,181	16,482,344
2026	13,950,000	1,876,150	15,826,150	6,887,931	8,938,219	15,826,150
2027	13,520,000	1,314,863	14,834,863	6,401,606	8,433,256	14,834,863
2028	12,305,000	780,144	13,085,144	5,239,138	7,846,006	13,085,144
2029	5,790,000	303,156	6,093,156	2,927,738	3,165,419	6,093,156
2030	1,415,000	76,400	1,491,400	604,600	886,800	1,491,400
2031	660,000	19,800	679,800	226,600	453,200	679,800
	<u>\$ 111,645,000</u>	<u>\$ 18,492,393</u>	<u>\$ 130,137,393</u>	<u>\$ 55,910,720</u>	<u>\$ 74,226,674</u>	<u>\$ 130,137,393</u>

Total Debt Service Abatements							
Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 6,701,607	\$ 332,034	\$ 86,850	\$ 89,000	\$ 89,000	\$ 89,000	\$ 1,436,744
2023	6,682,474	333,150	88,850	87,583	87,583	87,583	1,428,413
2024	6,568,161	341,900	85,600	87,750	87,750	87,750	1,428,163
2025	5,190,350	339,650	87,350	87,750	87,750	87,750	1,435,563
2026	4,781,069	336,900	83,850	87,583	87,583	87,583	1,423,363
2027	4,340,569	338,650	85,350	88,917	88,917	88,917	1,370,288
2028	3,611,013	334,650	86,600	88,333	88,333	88,333	941,875
2029	1,789,963	340,850	88,400	88,400	88,400	88,400	443,325
2030	249,600	261,400	-	-	-	-	93,600
2031	-	226,600	-	-	-	-	-
	<u>\$ 39,914,804</u>	<u>\$ 3,185,784</u>	<u>\$ 692,850</u>	<u>\$ 705,317</u>	<u>\$ 705,317</u>	<u>\$ 705,317</u>	<u>\$ 10,001,331</u>

Note: The schedule represents current debt outstanding. The debt service fund summary will not match due to the issuance of additional bonds.

Debt to Maturity Schedules

General Obligation Refunding Bonds, Series 2014A

Dated: May 29, 2014

Original Value: \$14,885,000

Bond Rating: Moody's Investors Service Aa2

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 1,005,000	\$ 278,906	\$ 1,283,906	4.000%
2023	1,040,000	238,706	1,278,706	3.000%
2024	1,000,000	207,506	1,207,506	3.000%
2025	1,105,000	177,506	1,282,506	3.000%
2026	1,135,000	144,356	1,279,356	3.000%
2027	1,175,000	110,306	1,285,306	3.000%
2028	1,205,000	75,056	1,280,056	3.000%
2029	1,245,000	38,906	1,283,906	3.125%
	<u>\$ 8,910,000</u>	<u>\$ 1,271,250</u>	<u>\$ 10,181,250</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Annual Park Development Program	\$ 250,000
Annual Pavement Preservation Program	150,000
Annual PCC Street Patching Program	500,000
Annual Sidewalk/Trail Construction Program	95,000
Annual Street Replacement Program	350,000
Annual Traffic Signal Improvement Program	140,000
Annual Asphalt Street Resurfacing Program	406,000
Gay Lea Wilson Trail Extension	467,580
NE 36th Street Widening – I-35 to NE Delaware Avenue	3,180,000
North Creek Channel Improvements	1,059,500
NW State Street Widening – NW 18 th Street to NW 36 th Street	1,600,000
SE Oralabor Road and SE Peachtree Drive Intersection Improvements	373,000
SE 4th Street and SE Wanda Drive Area Storm Sewer	1,165,040
South Ankeny Boulevard Drainage Improvements	50,000
SW Irvinedale Drive Reconstruction	4,200,000
SW Irvinedale Drive Trail – SW Woodbury Drive to SW 18 th Street	145,000
SW Walnut Street Uptown Revitalization	53,000
Tributary A to Four Mile Creek Channel Improvements	671,034
East 1 st Street/I-35 Improvement Project	267,121
I-35 Widening – East 1 st Street to NE 36 th Street	110,328

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 382,813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 268,375
2023	380,813	-	-	-	-	-	264,975
2024	346,513	-	-	-	-	-	263,525
2025	382,963	-	-	-	-	-	266,925
2026	383,063	-	-	-	-	-	265,025
2027	382,863	-	-	-	-	-	267,975
2028	382,363	-	-	-	-	-	265,625
2029	381,563	-	-	-	-	-	268,125
	<u>\$ 3,022,950</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,130,550</u>

General Obligation Bonds, Series 2014B**Dated: May 29, 2014****Original Value: \$12,345,000****Bond Rating: Moody's Investors Service Aa2**

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 845,000	\$ 279,900	\$ 1,124,900	5.000%
2023	885,000	237,650	1,122,650	4.000%
2024	1,150,000	202,250	1,352,250	4.000%
2025	860,000	156,250	1,016,250	3.000%
2026	1,000,000	130,450	1,130,450	3.000%
2027	915,000	100,450	1,015,450	3.250%
2028	945,000	70,713	1,015,713	3.250%
2029	1,000,000	40,000	1,040,000	4.000%
	<u>\$ 7,600,000</u>	<u>\$ 1,217,663</u>	<u>\$ 8,817,663</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Annual Park Development Program	\$ 250,000
Annual Sidewalk/Trail Construction Program	300,000
Annual PCC Street Patching Program	500,000
Annual Asphalt Street Resurfacing Program	100,000
Annual Street Replacement Program	450,000
Annual Traffic Signal Improvement Program	112,500
SW Prairie Trail Parkway	150,000
SW Des Moines Street Extension	100,000
SW Des Moines Street Trunk Sewer	70,000
Promenade Park Development	290,000
Prairie Ridge Sports Complex – Field Improvements	57,400
SW Cherry Street Regional Trail Connection	40,000
UPRR Right-of-Way Acquisition	400,000
NE 36th Street/I-35 Interchange	7,883,759
NE Four Mile Drive Asphalt Paving – NE 18 th Street to NE 36 th Street	45,000
West 1 st Street and State Street Intersection Improvements	200,000
SE Oralabor Road and SE Delaware Avenue Intersection Improvements	75,000
Prairie Trail Plaza Water Management Basin	175,000
The District at Prairie Trail	75,000
Current Refunding of Series 2006B Bonds	1,975,000

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 113,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	108,200	-	-	-	-	-	-
2024	109,200	-	-	-	-	-	-
	<u>\$ 330,600</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

General Obligation Refunding Capital Loan Notes, Series 2014G**Dated: December 22, 2014****Original Value: \$22,450,000****Bond Rating: Moody's Investors Service Aa2**

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 1,415,000	\$ 535,588	\$ 1,950,588	5.000%
2023	1,520,000	464,838	1,984,838	5.000%
2024	1,625,000	388,838	2,013,838	5.000%
2025	1,775,000	307,588	2,082,588	5.000%
2026	1,925,000	218,838	2,143,838	3.250%
2027	2,140,000	156,275	2,296,275	3.500%
2028	2,325,000	81,375	2,406,375	3.500%
	<u>\$ 12,725,000</u>	<u>\$ 2,153,338</u>	<u>\$ 14,878,338</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

SE Corporate Woods Drive Sanitary Sewer	\$ 1,100,000
Four Mile Basin Main Outfall Extension	645,500
Annual Sanitary Sewer Replacement Program	619,500
Annual Water Main Replacement Program	600,000
SW Prairie Trail Parkway	940,000
NW 36th Street Paving Project	3,500,000
NW Ash Drive Paving Project	2,300,400
NE 36th Street Interchange Justification Study	300,000
NW Weigel Drive Paving Project	196,000
Citywide Street Reconstruction	500,000
Annual Park Development Program	500,000
Park Land Acquisition	250,000
Four Mile Creek Stream Restoration Project	200,000
NW 9th Street/NW State Street Traffic Signal Project	250,000
Police Headquarters Building	14,500,000
Fire Station Headquarters Addition	2,700,000
Fire Station No. 2	3,900,000

General Obligation Bonds, Series 2015A**Dated: May 28, 2015****Original Value: \$7,750,000****Bond Rating: Moody's Investors Service Aa2**

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 705,000	\$ 104,894	\$ 809,894	5.000%
2023	745,000	69,644	814,644	5.000%
2024	775,000	32,394	807,394	2.000%
2025	795,000	16,894	811,894	2.125%
	<u>\$ 3,020,000</u>	<u>\$ 223,825</u>	<u>\$ 3,243,825</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Annual Park Development Program	\$ 250,000
Annual Sidewalk/Trail Construction Program	380,000
Annual PCC Street Patching Program	500,000
Annual Asphalt Street Resurfacing Program	55,000
Annual Pavement Preservation Program	100,000
Annual Street Replacement Program	450,000
Annual Traffic Signal Improvement Program	380,000
Uptown Street Shop and Water Shop Demolition	61,000
NW 13th Street RCB Culvert	80,000
SW Vintage Parkway	250,000
SW Prairie Trail Parkway	1,425,000
The District at Prairie Trail – Parking Lot Phase 3A	1,570,000
Promenade Park Trail Connection – Phase 2	280,000
Prairie Ridge Sports Complex – Field Improvements	52,300
Prairie Ridge Sports Complex – Drainage Improvements	72,000
Prairie Ridge Sports Complex – Additional Multi-Use Field	74,000
High Trestle Trail – SW Ordnance Road Connection	50,000
NE 36th Street Reconstruction	500,000
West 1 st Street and State Street Intersection Improvements	1,150,000
SE Oralabor Road and SE Delaware Avenue Intersection Improvements	125,000
NW Irvinedale Drive Safety Improvements	380,000
Ankeny Boulevard and 1 st Street Intersection Study	25,000
School Zone Flashing Signals	88,000

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 390,681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	393,681	-	-	-	-	-	-
2024	390,681	-	-	-	-	-	-
2025	393,181	-	-	-	-	-	-
	<u>\$ 1,568,225</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

General Obligation Annual Appropriation Urban Renewal Bonds, Series 2015B**Dated: May 28, 2015****Original Value: \$2,200,000****Bond Rating: Moody's Investors Service A1**

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 255,000	\$ 33,250	\$ 288,250	5.000%
2023	270,000	20,500	290,500	5.000%
2024	280,000	7,000	287,000	2.500%
	<u>\$ 805,000</u>	<u>\$ 60,750</u>	<u>\$ 865,750</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Joint Maintenance Facility \$ 2,200,000

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 288,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	290,500	-	-	-	-	-	-
2024	287,000	-	-	-	-	-	-
	<u>\$ 865,750</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

General Obligation Refunding Bonds, Series 2016A**Dated: March 31, 2016****Original Value: \$13,090,000****Bond Rating: Moody's Investors Service Aa1**

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 1,185,000	\$ 155,825	\$ 1,340,825	5.000%
2023	1,255,000	96,575	1,351,575	3.000%
2024	1,300,000	58,924	1,358,924	2.000%
2025	325,000	32,925	357,925	2.000%
2026	330,000	26,425	356,425	2.250%
2027	340,000	19,000	359,000	2.500%
2028	350,000	10,500	360,500	3.000%
	<u>\$ 5,085,000</u>	<u>\$ 400,174</u>	<u>\$ 5,485,174</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Fire Station Headquarters Addition	\$ 1,800,000
Police Headquarters Building	3,000,000
Westside Landfill Closure	1,500,000
State Street Sewer Relocation	774,400
Police Station Sanitary Sewer Extension	460,000
State Street Water Main	1,060,000
Saylor Creek Tributary Improvements	3,400,000
Prairie Trail Street Improvements	3,245,000
Annual Park Development Program	700,000
Park Land Acquisition	100,000
Annual Sidewalk/Trail Construction Program	125,000
Traffic Signal Installations	275,000
Sawgrass Park Development	350,000
Annual Sanitary Sewer Replacement Program	400,000
NE 36th Street Interchange Justification Study	200,000
Citywide Street Reconstruction	500,000
Annual Asphalt Street Resurfacing Program	250,000
NE 36th Street/I-35 Interchange Project	500,000
NW Weigel Drive/NW 18th Street – Phase 2	2,347,000
West 1 st Street Extension	5,273,300
NW 18th Street/I-35 Bridge Improvements	925,000
Storm Water Facility Improvements	250,000
Four Mile Creek Basin Main Outfall Extension	1,500,000
Annual Water Main Replacement Program	500,000

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 1,010,076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	1,017,074	-	-	-	-	-	-
2024	1,021,511	-	-	-	-	-	-
	<u>\$ 3,048,661</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

General Obligation Bonds, Series 2016B**Dated: May 25, 2016****Original Value: \$13,000,000****Bond Rating: Moody's Investors Service Aa1**

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 855,000	\$ 88,700	\$ 943,700	2.000%
2023	870,000	71,600	941,600	2.000%
2024	880,000	54,200	934,200	2.000%
2025	905,000	36,600	941,600	2.000%
2026	925,000	18,500	943,500	2.000%
	<u>\$ 4,435,000</u>	<u>\$ 269,600</u>	<u>\$ 4,704,600</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Annual Park Development Program	\$ 250,000
Annual PCC Street Patching Program	400,000
Annual Asphalt Street Resurfacing Program	300,000
Annual Street Replacement Program	500,000
Annual Traffic Signal Improvement Program	225,000
Fire Station No. 3	700,000
NW 13th Street RCB Culvert – Rock Creek	480,000
SW Vintage Parkway – SW Irvinedale Drive to SW Magazine Road	2,600,000
The District at Prairie Trail – Parking Lot Phase 3B and Merchant Street Extension	50,000
SW Prairie Trail Parkway – FFA Enrichment Center to SW School Street	400,000
The District at Prairie Trail – Street Extensions	75,000
Prairie Ridge Sports Complex – Field Improvements	56,000
Prairie Ridge Sports Complex – Drainage Improvements	72,000
Tributary A to Four Mile Creek Channel Improvements	450,000
Tradition Detention Basin and Channel Improvements	150,000
NE 36th Street Reconstruction	2,475,000
SE Oralabor Road and SE Delaware Avenue Intersection Improvements	400,000
Current Refunding of Series 2008B Bonds	4,105,000

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 342,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,200
2023	341,000	-	-	-	-	-	65,000
2024	339,700	-	-	-	-	-	63,800
2025	343,300	-	-	-	-	-	67,600
2026	341,700	-	-	-	-	-	66,300
	<u>\$ 1,707,900</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 328,900</u>

General Obligation Bonds, Series 2017A**Dated: May 31, 2017****Original Value: \$11,675,000****Bond Rating: Moody's Investors Service Aa1**

Fiscal Year	Principal		Interest		Total	Rates
2022	\$	1,000,000	\$	236,831	\$ 1,236,831	5.000%
2023		1,000,000		186,831	1,186,831	5.000%
2024		1,000,000		136,831	1,136,831	5.000%
2025		875,000		86,831	961,831	5.000%
2026		920,000		43,081	963,081	2.500%
2027		945,000		20,081	965,081	2.125%
	\$	5,740,000	\$	710,488	\$ 6,450,488	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Annual Park Development Program	\$ 250,000
Annual Sidewalk/Trail Construction Program	300,000
Annual PCC Street Patching Program	200,000
Annual Asphalt Street Resurfacing Program	164,000
Annual Pavement Preservation Program	150,000
Annual Street Replacement Program	300,000
Annual Traffic Signal Improvement Program	250,000
NE Delaware Avenue Pedestrian Bridge and Trail Connection	80,000
NE 54th Street Bridge Replacement and Trail Connection	50,000
NE Four Mile Drive RCB Culvert for Deer Creek	110,000
SW Vintage Parkway – SW Irvinedale Drive to SW Magazine Road	50,000
SW Des Moines Street Trunk Sewer – SW Prairie Trail Parkway to SW Magazine Road	50,000
SW Plaza Parkway and SW College Avenue Extension	170,000
The District at Prairie Trail – Parking Lot Phase 3B and Merchant Street Extension	750,000
The District at Prairie Trail – SW Campustown Drive and SW Merchant Street	2,750,000
SW Plaza Parkway and SW College Avenue Detention Basins	1,500,000
The District at Prairie Trail – SW Market Street	100,000
High Trestle Trail Extension – SW Ordinance Road to SE Oralabor Road	40,000
Tradition Detention Basin and Channel Improvements	830,000
SE Creekview Drive Paving and Drainage Improvements	50,000
NE 36th Street Reconstruction	2,950,000
SE Oralabor Road and SE Delaware Avenue Intersection Improvements	1,239,000
NW Irvinedale Drive Corridor Improvements	175,000
Ankeny Boulevard and 1st Street Intersection Improvements	100,000
South Ankeny Boulevard and SE Shurfine Drive/SW Prairie Trail Parkway Intersection Improvements	25,000
SE Corporate Woods Drive Turn Lane	130,000

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 643,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,288
2023	617,406	-	-	-	-	-	90,788
2024	536,406	-	-	-	-	-	92,038
2025	533,156	-	-	-	-	-	88,038
2026	533,906	-	-	-	-	-	89,038
2027	536,156	-	-	-	-	-	91,913
	\$ 3,400,438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 541,100

General Obligation Bonds, Series 2018A**Dated: May 30, 2018****Original Value: \$17,970,000****Bond Rating: Moody's Investors Service Aa1**

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 1,340,000	\$ 471,950	\$ 1,811,950	5.000%
2023	1,405,000	404,950	1,809,950	5.000%
2024	1,470,000	334,700	1,804,700	5.000%
2025	1,540,000	261,200	1,801,200	5.000%
2026	1,620,000	184,200	1,804,200	5.000%
2027	1,700,000	103,200	1,803,200	3.000%
2028	1,740,000	52,200	1,792,200	3.000%
	<u>\$ 10,815,000</u>	<u>\$ 1,812,400</u>	<u>\$ 12,327,400</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Annual Park Development Program	\$ 450,000
Annual Sidewalk/Trail Construction Program	305,000
Annual PCC Street Patching Program	760,000
Annual Asphalt Street Resurfacing Program	154,000
Annual Pavement Preservation Program	200,000
Annual Traffic Signal Improvement Program	290,000
Fire Station No. 3	2,550,000
Library and Ankeny Public Services Library Remodel	3,800,000
NE Delaware Avenue Pedestrian Bridge and Sidewalk Connection	550,000
NE 54th Street Bridge Replacement and Trail Connection	100,000
NE Four Mile Drive RCB Culvert for Deer Creek	975,000
SW Plaza Parkway and SW College Avenue Extension	2,460,000
SW Des Moines Street Trunk Sewer – SW Magazine Road to SW Elm Street	414,000
SW Des Moines Street – SW Prairie Trail Parkway to SW Magazine Road	390,000
The District at Prairie Trail – SW Market Street	1,240,000
SW Prairie Trail Parkway Sidewalk Improvements	125,000
SW State Street and SW Magazine Road Intersection Improvements	650,000
Hawkeye Park Sports Complex – Field Lighting	50,000
High Trestle Trail Extension – SW Ordinance Road to SE Oralabor Road	120,000
SE Creekview Drive Drainage and Paving Improvements	525,000
East 1st Street and I-35 Interchange Reconstruction	65,000
NW Irvinedale Drive and NW 5th Street Intersection Improvements	2,550,000
Ankeny Boulevard and 1st Street Intersection Improvements	350,000
South Ankeny Boulevard and SE Shurfine Drive/SW Prairie Trail Parkway Intersection Improvements	275,000
West 1st Street Widening and Improvements – Phase 1	100,000

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 663,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	663,850	-	-	-	-	-	-
2024	663,100	-	-	-	-	-	-
2025	661,100	-	-	-	-	-	-
2026	662,850	-	-	-	-	-	-
2027	663,100	-	-	-	-	-	-
2028	664,350	-	-	-	-	-	-
	<u>\$ 4,641,700</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

General Obligation Bonds, Series 2019A**Dated: May 28, 2019****Original Value: \$20,740,000****Bond Rating: Moody's Investors Service Aa1**

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 1,570,000	\$ 703,900	\$ 2,273,900	5.000%
2023	1,645,000	625,400	2,270,400	5.000%
2024	1,720,000	543,150	2,263,150	5.000%
2025	1,810,000	457,150	2,267,150	5.000%
2026	1,900,000	366,650	2,266,650	5.000%
2027	2,005,000	271,650	2,276,650	5.000%
2028	2,095,000	171,400	2,266,400	4.000%
2029	2,190,000	87,600	2,277,600	4.000%
	<u>\$ 14,935,000</u>	<u>\$ 3,226,900</u>	<u>\$ 18,161,900</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Annual Park Development Program	\$ 300,000
Annual PCC Street Patching Program	777,000
Annual Asphalt Street Resurfacing Program	150,000
Annual Pavement Preservation Program	250,000
Annual Traffic Signal Improvement Program	660,000
Ankeny Public Services Library Remodel	4,700,000
NE Delaware Avenue Pedestrian Bridge and Sidewalk Connection	220,000
NE 54th Street Bridge Replacement and Trail Connection	150,000
SW Des Moines Street	8,630,000
High Trestle Trail Extension – SW Ordinance Road to SE Oralabor Road	1,040,000
Wildflower Detention Basin Improvements	75,000
Tradition Park Detention Basin Flood Repair	235,000
North Creek Channel Flood Repair	167,908
Westwinds Channel Flood Repair	200,000
SE Creekview Drive Drainage and Paving Improvements	1,025,000
East 1st Street and I-35 Interchange Reconstruction	469,666
South Ankeny Boulevard and SE Shurfine Drive/SW Prairie Trail Parkway Intersection Improvements	2,700,000
NW 18 th Street Extension – NW Weigel Drive to NW Abbie Drive	50,000
West 1st Street Widening and Improvements – Phase 1	650,000
SE Hulsizer Road Realignment	325,000
SW Oralabor Road and DMACC Boulevard Intersection Improvements	200,000
North Ankeny Boulevard and Georgetown Boulevard Intersection Improvements	260,000
SW State Street Paving Improvements	75,000
South Ankeny Boulevard and Magazine Road Safety Improvements	10,000

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 1,159,150	\$ 79,300	\$ 86,850	\$ 89,000	\$ 89,000	\$ 89,000	\$ 73,550
2023	1,159,150	76,550	88,850	87,583	87,583	87,583	76,050
2024	1,157,150	78,800	85,600	87,750	87,750	87,750	73,300
2025	1,158,150	80,800	87,350	87,750	87,750	87,750	75,550
2026	1,156,900	77,550	83,850	87,583	87,583	87,583	77,550
2027	1,158,400	79,300	85,350	88,917	88,917	88,917	79,300
2028	1,157,400	75,800	86,600	88,333	88,333	88,333	75,800
2029	1,159,600	78,000	88,400	88,400	88,400	88,400	78,000
	<u>\$ 9,265,900</u>	<u>\$ 626,100</u>	<u>\$ 692,850</u>	<u>\$ 705,317</u>	<u>\$ 705,317</u>	<u>\$ 705,317</u>	<u>\$ 609,100</u>

General Obligation Bonds, Series 2020A**Dated: June 9, 2020****Original Value: \$17,520,000****Bond Rating: Moody's Investors Service Aa1**

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 2,660,000	\$ 611,200	\$ 3,271,200	5.000%
2023	1,705,000	478,200	2,183,200	5.000%
2024	1,405,000	392,950	1,797,950	5.000%
2025	1,475,000	322,700	1,797,700	5.000%
2026	1,540,000	248,950	1,788,950	5.000%
2027	1,500,000	171,950	1,671,950	5.000%
2028	715,000	96,950	811,950	5.000%
2029	750,000	61,200	811,200	4.000%
2030	780,000	31,200	811,200	4.000%
	<u>\$ 12,530,000</u>	<u>\$ 2,415,300</u>	<u>\$ 14,945,300</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Annual Park Development Program	\$ 550,000
Annual Sidewalk/Trail Construction Program	100,000
Annual PCC Street Patching Program	940,000
Annual Asphalt Street Resurfacing Program	190,000
Annual Pavement Preservation Program	250,000
Annual Street Replacement Program	815,000
Annual Traffic Signal Improvement Program	1,065,000
Prairie Ridge Sports Complex – Drainage Improvements	80,000
Prairie Ridge Sports Complex – Tee Ball Field	154,000
High Trestle Trail Trailhead and Parking Lot	325,000
Dog Park Parking Lot Expansion	125,000
High Trestle Trail Extension – SE Magazine Road to SE Oralabor Road	150,000
Wildflower Detention Basin Improvements	480,000
North Creek Channel Flood Repair	241,000
SE 3rd Street Area Storm Sewer Improvements	160,000
East 1st Street and I-35 Interchange Reconstruction	966,666
NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive	460,000
West 1st Street Widening and Improvements – Phase 1	410,000
North Ankeny Boulevard Landscaping and Median Improvements	50,000
SE Hulsizer Road Realignment	2,213,554
SW State Street Reconstruction – SW Ordinance Road to West 1st Street (Northbound Lanes)	1,275,000
South Ankeny Boulevard and Magazine Road Safety Improvements	60,000
West 1st Street Joint Utility Trench	495,000
NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard	40,000
SE Delaware Avenue Widening	15,000
SE Delaware Avenue and SE Corporate Woods Drive Intersection Improvements	60,000
SW Oralabor Road and SW State Street Safety Improvements	35,000
West 1st Street Temporary Traffic Signals	125,000

Debt Service Fund

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 555,050	\$ 30,650	\$ -	\$ -	\$ -	\$ -	\$ 438,700
2023	560,300	29,650	-	-	-	-	432,700
2024	564,300	33,650	-	-	-	-	436,200
2025	567,050	32,400	-	-	-	-	433,700
2026	553,550	31,150	-	-	-	-	430,450
2027	444,550	29,900	-	-	-	-	431,450
2028	249,800	28,650	-	-	-	-	96,450
2029	248,800	32,400	-	-	-	-	97,200
2030	249,600	31,200	-	-	-	-	93,600
	\$ 3,993,000	\$ 279,650	\$ -	\$ -	\$ -	\$ -	\$ 2,890,450

General Obligation Bonds, Series 2021A**Dated: June 9, 2021****Original Value: \$25,045,000****Bond Rating: Moody's Investors Service Aa1**

Fiscal Year	Principal		Interest		Total	Rates
2022	\$	5,815,000	\$	1,205,307	\$ 7,020,307	5.000%
2023		3,985,000		941,950	4,926,950	5.000%
2024		2,420,000		742,700	3,162,700	5.000%
2025		2,540,000		621,700	3,161,700	5.000%
2026		2,655,000		494,700	3,149,700	5.000%
2027		2,800,000		361,950	3,161,950	5.000%
2028		2,930,000		221,950	3,151,950	5.000%
2029		605,000		75,450	680,450	5.000%
2030		635,000		45,200	680,200	4.000%
2031		660,000		19,800	679,800	3.000%
	\$	25,045,000	\$	4,730,707	\$ 29,775,707	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Annual Park Development Program	\$ 297,000
Annual Sidewalk/Trail Construction Program	225,000
Annual PCC Street Patching Program	1,150,000
Annual Asphalt Street Resurfacing Program	200,000
Annual Pavement Preservation Program	250,000
Annual Traffic Signal Improvement Program	1,015,000
NE Four Mile Drive RCB Culvert – Deer Creek	66,000
High Trestle Trail Trailhead and Parking Lot	31,000
High Trestle Trail Extension – SE Magazine Road to SE Oralabor Road	1,550,000
Oralabor Gateway Trail – SW State Street Grade-Separated Crossing	35,000
East 1 st Street and I-35 Interchange Reconstruction	666,667
NE Delaware Avenue Reconstruction – NE 5 th Street to NE 18 th Street	250,000
NW 18 th Street Extension – NW Weigel Drive to NW Spruce Drive	2,486,000
West 1 st Street Widening and Improvements – Phase 1	2,160,000
South Ankeny Boulevard and Magazine Road Safety Improvements	130,000
NW 26 th Street Widening	250,000
NW 36 th Street and NW State Street Interim Improvements	50,000
NW 18 th Street Reconstruction – NW Ash Drive to North Ankeny Boulevard	50,000
NW 36 th Street Widening – NW Ash Drive to North Ankeny Boulevard	375,000
SE Delaware Avenue Widening	100,000
SE Delaware Avenue and SE Corporate Woods Drive Intersection Improvements	550,000
SW Oralabor Road and SW State Street Safety Improvements	120,000
Current Refunding of Series 2013A and 2013B Bonds	14,375,000

Fiscal Year	TIF District #1	TIF District #2	General	Road Use Tax	Water	Sewer	Storm Water
2022	\$ 1,153,431	\$ 222,084	\$ -	\$ -	\$ -	\$ -	\$ 500,631
2023	1,150,500	226,950	-	-	-	-	498,900
2024	1,152,600	229,450	-	-	-	-	499,300
2025	1,151,450	226,450	-	-	-	-	503,750
2026	1,149,100	228,200	-	-	-	-	495,000
2027	1,155,500	229,450	-	-	-	-	499,650
2028	1,157,100	230,200	-	-	-	-	504,000
2029	-	230,450	-	-	-	-	-
2030	-	230,200	-	-	-	-	-
2031	-	226,600	-	-	-	-	-
	\$ 8,069,681	\$ 2,280,034	\$ -	\$ -	\$ -	\$ -	\$ 3,501,231

BUSINESS TYPE ACTIVITIES/ ENTERPRISE FUNDS

Solid Waste Fund

Description of the Fund

The fund is an enterprise fund that accounts for solid waste activities. A monthly fee is collected from each household on the utility bill to cover expenses related to the collection and disposal of household recyclables, special programs (e.g. leaf drop off, spring clean-up, tree and branch drop off, Christmas tree recycling and storm damage clean-up) and landfill postclosure.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Fiscal year 2023 revenues are projected to be \$100 from interest income and \$1,352,000 from service charges. Budgeted expenditures include \$79,512 for overtime costs related to special programs and \$1,254,000 for recycling and landfill maintenance services. In addition, transfers in of \$9,000 are budgeted from the landfill postclosure fund to cover John Deere Des Moines Works' portion of the costs to maintain and monitor the remediated landfill in Prairie Trail.

The monthly solid waste fee is estimated to increase \$0.43, from \$4.49 to \$4.92, due to a rate increase from Metro Waste Authority for curbside recycling. The solid waste fee includes \$4.32 for curbside recycling, \$0.55 for special programs, and \$0.05 to support the annual maintenance costs of the remediated landfill.

Estimated Ending Fund Balance

Fund balance at June 30, 2023, is budgeted to be \$361,764, an increase of 8.26%. The increase is due to customer growth and the \$0.43 per month increase in solid waste fees.

Looking Ahead to Fiscal Year 2024 and Beyond

Metro Waste Authority adjusts curbside recycling fees annually based on their contract for collection services. It is projected that rates will increase from \$4.92 to \$5.07 per household per month for fiscal year 2024.

Solid Waste Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 189,338	\$ 223,804	\$ 422,497	\$ 279,708	\$ 267,455	\$ 334,176	\$ 361,764
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	1,351	4,009	835	500	100	100	100
Intergovernmental	-	-	-	-	178,772	-	-
Service Charges	780,080	965,236	1,032,430	1,176,000	1,186,000	1,352,000	1,454,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 781,431	\$ 969,245	\$1,033,265	\$1,176,500	\$1,364,872	\$1,352,100	\$1,454,100
Transfers In	8,654	9,585	3,878	14,250	15,750	9,000	15,750
Funds Available	\$ 979,423	\$1,202,634	\$1,459,640	\$1,470,458	\$1,648,077	\$1,695,276	\$1,831,614
Expenditures:							
Personal Services	\$ 48,840	\$ 38,048	\$ 56,250	\$ 74,029	\$ 74,029	\$ 79,512	\$ 86,745
Contractual Services	706,779	742,089	1,135,935	1,084,000	1,239,872	1,254,000	1,363,000
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 755,619	\$ 780,137	\$1,192,185	\$1,158,029	\$1,313,901	\$1,333,512	\$1,449,745
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 223,804	\$ 422,497	\$ 267,455	\$ 312,429	\$ 334,176	\$ 361,764	\$ 381,869

Water Fund

Description of the Fund

The 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 City does not produce its own water, but instead purchases water from Des Moines Water Works.

The fund is divided into the following activities for budget management purposes:

Water Deposits – records the deposits held for municipal utility services.

Water Administration – is responsible for the management of the City's water distribution system.

Water Maintenance – is responsible for the maintenance and servicing of the City's water distribution system.

Water Sinking – administers the water fund's debt payments.

Council Goal	Fund Goals	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Upgrade Essential Infrastructure 	Provide a high-quality potable water storage and distribution system	Above ground storage – millions of gallons	4.00	4.00	4.00	4.00	4.00
		Miles of active, city owned water main	329	338	352	364	376
		Number of mainline water valves	4,801	4,961	5,133	5,283	5,433
		Number of fire hydrants	4,552	4,678	4,799	5,175	5,350
		Drinking water – excellent or good ⁽¹⁾			78%		79%
	Design, construct, operate, maintain and improve the City's water utility infrastructure	Number of service work orders	7,203	7,574	9,223	9,600	10,000
		Number of system repairs	112	88	108	100	100
		Number of water main breaks	19	21	29	25	25
		Number of fire hydrants flushed	1,647	2,017	2,063	2,500	2,500
	Provide quality customer service (i.e. accurate, clear and timely information) for the City's water users	Average daily water consumption – millions of gallons	5.57	5.84	6.62	6.75	6.85
		Peak day as a % of purchased capacity	152.35%	149.45%	151.78%	153.38%	157.00%
		Water loss percentage ⁽²⁾	13.96%	16.71%	12.92%	13.50%	13.50%

⁽¹⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

⁽²⁾ Calendar Year

Activities and Accomplishments	
<i>Recent Accomplishments</i>	
	Completed construction of the southern portion of the Irvinedale Drive Transmission Main – Phase 3 project.
	Completed construction of the Annual Water Main Replacement Program, including cost sharing for water main oversizing (pipes 12" and greater) of \$127,226.
	Coordinated with Des Moines Water Works on several pressure zone changes in order to maintain water service to all customers during three major distribution issues.
	Planned for additional recovery from Aquifer Storage and Recovery Well No. 2.
	Managed an extended recovery from Aquifer Storage and Recovery Well No. 1 due to prolonged hot and dry weather. This resulted in a smaller exceedance rate of purchased capacity from Des Moines Water Works.
	Completed all required testing and reporting compliance with the Environmental Protection Agency and Iowa Department of Natural Resources.
	Worked with fire department staff to flush 2,063 fire hydrants in the NE quadrant. This generated requests to repair 108 hydrants and repaint 49 hydrants, all of which have been completed.
<i>In Progress Activities</i>	
	Complete construction of the following major CIP projects in 2022: NW 36th Street and NW Weigel Drive Water Main, NW Irvinedale Drive Transmission Main – Phase 3, Aquifer Storage and Recovery Well No. 1 Replacement and NW Northlawn Area Utility Improvements.
	Complete design and letting phases for the following major CIP projects to be constructed in 2022: High Trestle Trail Transmission Main – Phase 1 and North Ankeny Boulevard Water Main – NE 41st Street to Unity Point.
	Begin design of the following major CIP projects in 2022: South Ankeny Boulevard Transmission Main and Northwest Water Tower.
	Identify and prioritize new and replacement public utility infrastructure projects for the annual programs within the CIP, as well as projects to be completed in-house for system repairs and maintenance.
	Identify and coordinate opportunities for development agreements for large diameter public infrastructure installation related to future development.
	Continue water meter replacement program as existing meters and equipment begin to reach the end of their serviceable life.
	Continue to manage Aquifer Storage and Recovery Well No. 1 and 2 to reduce peak demand and seasonal consumption of water. The City recently gained approval from the EPA to increase the allowable injection volumes at Aquifer Storage and Recovery Well No. 2. This will provide an opportunity to shave peaks during the summer months for up to 90 days.
	Continue all preventative maintenance efforts in order to keep the water system running as efficiently as possible.

Business Type Activities/Enterprise Funds

	Continue to be active members of the Central Iowa Regional Drinking Water Commission (CIRDWC), American Public Works Association (APWA), Iowa Association of Water Agencies (IAWA), Iowa Water Environment Association (IAWEA), Iowa Rural Water Association (IRWA) and American Water Works Association (AWWA).
<i>Upcoming Activities</i>	
	Review and update the 2013 Space Needs Study in order to maintain adequate space for staff and equipment.
	Evaluate city ownership of water service lines from the main to the curb stop.
	Acquire necessary equipment to maintain effective maintenance of existing water systems.
<i>Trends and Issues</i>	
	Request supervisor in the Water division to provide proper leadership for staff and to ensure succession planning.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Estimated revenues for fiscal year 2023 are \$31,491,123. This includes a 6.75% rate increase applied to water usage and a 3% rate increase applied to availability charges, scheduled for April 1, 2022. The rate recommendation is based on a 15% adjustment to the capacity rate charged by Des Moines Water Works for the purchase of wholesale water and the need to update and expand the City's water infrastructure. The primary revenue sources for the water fund are water usage, availability fees and other financing sources at 92.34% of revenues as detailed on the water fund revenue summary.

Water Fund Revenue Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Interest	\$ 57,580	\$ 49,319	\$ 11,503	\$ 10,000	\$ 3,800	\$ 4,000	\$ 4,000
Lease/Rent Payments	78,382	78,382	104,105	79,576	79,576	80,818	82,110
Capital Grants	-	-	3,047,172	-	3,047,172	-	-
Water Usage	8,614,127	9,479,446	12,019,100	11,769,054	12,714,157	13,708,086	14,779,715
Temporary Water Usage	63,000	108,100	118,620	87,000	87,000	93,000	100,000
Illegal Water Usage	-	1,035	2,905	-	-	-	-
Hook Up Fees	170,551	312,617	708,238	200,000	400,000	200,000	200,000
Availability Fees	2,870,716	2,977,547	3,131,602	3,128,518	3,258,035	3,389,334	3,525,924
Billing Fees	22,813	29,206	25,040	22,000	22,000	22,000	22,000
Unapplied Credits	12,319	(5,364)	9,362	-	-	-	-
Copy Charges	-	-	50	-	-	-	-
Miscellaneous Service Charges	93,250	94,127	118,894	97,000	97,000	97,000	97,000
Other Assessments	231	-	-	-	-	-	-
Salvage Sales	-	-	524	-	-	-	-
Meter Sales	358,731	463,347	568,996	600,000	600,000	625,000	650,000
Deposits	165,712	175,113	190,560	215,000	250,000	250,000	250,000
Refunds	10,556	19,340	7,452	11,000	11,000	11,000	11,000
Other Reimbursements	543	1,011	7,829	-	-	-	-
Overages/Shortages	(80)	-	-	-	-	-	-
Sales Tax	58,146	801	501	-	-	-	-
Excise Tax	584,335	697,494	854,186	894,000	964,000	1,032,000	1,105,000
Miscellaneous	926	785	867	-	-	-	-
Other Financing Sources	426,857	33,369	-	-	5,978,675	11,978,885	3,528,000
Total	\$ 13,588,695	\$ 14,515,675	\$ 20,927,506	\$ 17,113,148	\$ 27,512,415	\$ 31,491,123	\$ 24,354,749

Business Type Activities/Enterprise Funds

Budgeted expenditures total \$27,382,104 for fiscal year 2023, of which \$172,000 is used for refunding water deposits, \$10,905,431 for water administration, \$2,432,952 for water maintenance, \$1,642,926 for water sinking (debt service requirements), and 12,228,795 for capital improvement projects. Additionally, \$487,583 is budgeted for transfers out to other funds. These include transfers to the general fund and debt service fund.

Personnel for the fiscal year 2023 budget will remain unchanged. Capital outlay expenditures include the purchase of a backhoe in water maintenance. Water revenue capital loan notes of \$12,848,000 are planned to fund the 2023 Capital Improvement Program. The projects include the South Ankeny Boulevard Transmission Main, High Trestle Trail Transmission Main – Phase 2, NE 36th Street and NE 38th Street Water Main Loop, Northwest Water Tower and SE Delaware Ground Storage Tank Repaint.

The water fund consists of the unrestricted water fund and restricted water sinking fund. The water sinking fund is mandated by revenue bond covenants. The water sinking fund is required to have the lesser of 1) maximum annual debt service; 2) ten percent of the original principal amount of bonds outstanding; or 3) 125% of average annual debt service. The water sinking fund also requires a monthly deposit of a portion of the succeeding year's principal and interest maturities. The required balances in the water sinking fund is considered "restricted" funds because the City is required to maintain these balances even if it requires raising water fees. Fund balance versus restricted fund balance for the past ten years is shown at right:

Fiscal Year	Water Fund	Water Sinking	Percent Restricted
2012	\$2,503,836	\$1,140,007	31.29%
2013	3,283,909	1,139,850	25.77%
2014	4,429,026	1,042,394	19.05%
2015	5,171,942	986,542	16.02%
2016	5,561,491	954,694	14.65%
2017	6,850,111	1,128,794	14.15%
2018	9,064,304	1,498,051	14.18%
2019	10,969,690	2,103,233	16.09%
2020	13,096,837	2,161,659	14.17%
2021	24,443,894	1,753,989	6.70%

Estimated Ending Fund Balance

The estimated ending fund balance of the water fund at June 30, 2023, is \$28,174,006, an increase of \$3,621,436 or 14.75%. The unrestricted ending fund balance is \$17,045,716 or 127% of operating expenses. These levels are within the recommended ranges targeted by Moody's Investors Service and the municipal bond market.

Looking Ahead to Fiscal Year 2024 and Beyond

Long-term projections include the following rates adjustments:

April 1, 2023	6.75%
April 1, 2024	6.75%
April 1, 2025	6.75%
April 1, 2026	6.75%
April 1, 2027	6.75%

Rate increases in the water fund are necessary to provide sufficient cash as a percentage of operations and maintenance (net of depreciation). Cash as a percent of operations and maintenance (net of depreciation) for fiscal year 2024 through fiscal year 2028 ranges from 59-73%. The financial target is 50-75%.

The 2022-2026 Capital Improvement Program (CIP) includes the issuance of \$3,584,000 water revenue capital loan notes in fiscal year 2024 to fund the 2024 CIP, \$1,599,000 water revenue capital loan notes in fiscal year 2025 to fund the 2025 CIP and \$1,477,000 water revenue capital loan notes in fiscal year 2026 to fund the 2026 CIP. These borrowings assume participation in the State Revolving Fund (SRF) Program, which carries an interest rate of 2%

The projects include the Saylorville Feeder Main Purchase Capacity, South Ankeny Boulevard Water Main Improvements – SE 3rd Street to SW Ordinance Road, NE 36th Street and NE 38th Street Water Main Loop, SE Magazine Ground Storage Tank Repaint, SW Walnut Street and SW Ordinance Road Water Main and NW State Street Water Main Improvements.

Bond Rating

The City's water revenue bond rating with Moody's Investors Service is Aa2. On April 24, 2020, Moody's Investors Service affirmed an underlying rating of Aa2 to the City's water revenue bonds. The following table shows the comparable investment grade ratings for Moody's Investors Service.

Quality of Rating	Moody's Investors Service
Best	Aaa
	Aa1
	Aa2
High	Aa3
	A1
	A2
Upper Medium	A3
	Baa1
	Baa2
Medium Grade	Baa3

Water Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 10,562,355	\$ 13,072,923	\$ 21,048,627	\$ 17,369,777	\$ 26,197,883	\$ 24,552,570	\$ 28,174,006
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	135,962	127,701	115,608	89,576	83,376	84,818	86,110
Intergovernmental	-	-	3,047,172	-	3,047,172	-	-
Service Charges	11,846,776	12,996,714	16,133,811	15,303,572	16,578,192	17,509,420	18,724,639
Special Assessments	231	-	-	-	-	-	-
Miscellaneous	1,178,869	1,357,891	1,630,915	1,720,000	1,825,000	1,918,000	2,016,000
Other Financing Sources	426,857	33,369	-	-	5,978,675	11,978,885	3,528,000
Total Revenues	\$ 13,588,695	\$ 14,515,675	\$ 20,927,506	\$ 17,113,148	\$ 27,512,415	\$ 31,491,123	\$ 24,354,749
Transfers In	411	1,249	596,498	-	-	-	-
Funds Available	\$ 24,151,461	\$ 27,589,847	\$ 42,572,631	\$ 34,482,925	\$ 53,710,298	\$ 56,043,693	\$ 52,528,755
Expenditures:							
Water Deposits	\$ 122,950	\$ 139,500	\$ 171,585	\$ 208,000	\$ 172,000	\$ 172,000	\$ 172,000
Water Administration	6,796,703	7,439,911	8,837,373	13,119,565	12,128,374	10,905,431	22,860,999
Water Maintenance	1,658,100	1,805,225	2,030,438	2,275,970	2,328,356	2,432,952	2,474,532
Water Sinking	1,594,986	2,052,945	2,261,885	5,314,238	5,314,238	1,642,926	1,993,949
Capital Outlay	-	-	2,099,798	-	8,925,760	12,228,795	8,697,500
Total Expenditures	\$ 10,172,739	\$ 11,437,581	\$ 15,401,079	\$ 20,917,773	\$ 28,868,728	\$ 27,382,104	\$ 36,198,980
Transfers Out	905,799	893,770	973,669	789,000	289,000	487,583	487,750
Ending Balance, June 30	\$ 13,072,923	\$ 15,258,496	\$ 26,197,883	\$ 12,776,152	\$ 24,552,570	\$ 28,174,006	\$ 15,842,025

The cash balance at July 1, 2020, has been restated to transfer capital outlay from the capital projects fund to the respective business type activities/enterprise funds to better align with Generally Accepted Accounting Standards.

Business Type Activities/Enterprise Funds

Activity: Water Deposits		Department: Municipal Utilities				Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	165,712	175,113	190,560	215,000	250,000	250,000	250,000
Total Revenues	\$ 165,712	\$ 175,113	\$ 190,560	\$ 215,000	\$ 250,000	\$ 250,000	\$ 250,000
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	122,950	139,500	171,585	208,000	172,000	172,000	172,000
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 122,950	\$ 139,500	\$ 171,585	\$ 208,000	\$ 172,000	\$ 172,000	\$ 172,000
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Business Type Activities/Enterprise Funds

Activity: Water Administration	Department: Municipal Utilities					Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	135,962	127,701	115,608	89,576	83,376	84,818	86,110
Intergovernmental	-	-	3,047,172	-	3,047,172	-	-
Service Charges	11,846,776	12,996,714	16,133,811	15,303,572	16,578,192	17,509,420	18,724,639
Special Assessments	231	-	-	-	-	-	-
Miscellaneous	1,013,157	1,182,778	1,440,355	1,505,000	1,575,000	1,668,000	1,766,000
Total Revenues	\$ 12,996,126	\$ 14,307,193	\$ 20,736,946	\$ 16,898,148	\$ 21,283,740	\$ 19,262,238	\$ 20,576,749
Expenditure Summary:							
Personal Services	\$ 293,461	\$ 358,924	\$ 333,600	\$ 362,352	\$ 369,961	\$ 353,798	\$ 379,558
Contractual Services	1,364,991	1,510,409	1,698,513	1,773,868	1,884,693	2,155,092	12,412,970
Commodities	4,205,067	4,637,303	5,870,036	6,819,162	7,225,254	8,396,541	10,068,471
Capital Outlay	-	-	-	-	-	-	-
Debt Service	933,184	933,275	935,224	4,164,183	2,648,466	-	-
Total Expenditures	\$ 6,796,703	\$ 7,439,911	\$ 8,837,373	\$ 13,119,565	\$ 12,128,374	\$ 10,905,431	\$ 22,860,999
Personnel Summary:							
Municipal Utilities Director	0.50	0.50	0.50	0.50	0.50	0.50	0.50
GIS Technician	-	-	0.25	0.25	0.25	0.25	0.25
Customer Service Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Representative	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Clerk	0.57	0.57	0.57	0.57	0.57	0.57	0.57
Total Full Time Equivalents	3.07	3.07	3.32	3.32	3.32	3.32	3.32
Capital Outlay Summary:							
		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None	-	-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Business Type Activities/Enterprise Funds

Activity: Water Maintenance		Department: Municipal Utilities				Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 995,512	\$ 974,607	\$ 1,104,650	\$ 1,228,015	\$ 1,178,978	\$ 1,252,978	\$ 1,357,257
Contractual Services	87,088	174,846	143,855	226,584	244,345	215,463	247,658
Commodities	537,558	585,697	748,936	783,171	806,884	829,511	869,617
Capital Outlay	37,942	70,075	32,997	38,200	98,149	135,000	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,658,100	\$ 1,805,225	\$ 2,030,438	\$ 2,275,970	\$ 2,328,356	\$ 2,432,952	\$ 2,474,532
Personnel Summary:							
Utilities Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Utilities Operator IV	-	1.00	1.00	1.00	1.00	1.00	1.00
Utilities Operator III	3.00	2.00	3.00	3.00	3.00	3.00	3.00
Utilities Operator II	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Utility Locator	-	-	0.83	0.83	0.83	0.83	0.83
Total Full Time Equivalents	10.00	10.00	11.83	11.83	11.83	11.83	11.83
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
1/2 Ton 4WD Extended Cab Truck	1	2022	Purchase	\$ 31,000	\$ -	\$ -	
3/4 Ton 4WD Long Box Truck with Snow Plow	1	2022	Purchase	38,200	-	-	
Cargo Van	1	2022	Purchase	28,949	-	-	
Backhoe	1	2023	Purchase	-	135,000	-	
Total Capital Outlay				\$ 98,149	\$ 135,000	\$ -	

Business Type Activities/Enterprise Funds

Activity: Water Sinking		Department: Municipal Utilities				Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Bond Proceeds	426,857	33,369	-	-	-	-	-
Total Revenues	\$ 426,857	\$ 33,369	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	2,530	2,990	3,451	10,209	10,209	9,168	8,868
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	1,592,456	2,049,955	2,258,434	5,304,029	5,304,029	1,633,758	1,985,081
Total Expenditures	\$ 1,594,986	\$ 2,052,945	\$ 2,261,885	\$ 5,314,238	\$ 5,314,238	\$ 1,642,926	\$ 1,993,949
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Capital Outlay Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Water Mains							
Annual Water Main Replacement Program	\$ -	\$ -	\$ 414,583	\$ -	\$ 645,668	\$ 370,000	\$ 592,500
High Trestle Trail Transmission Main – Phase 1	-	-	39,280	-	1,296,958	1,252,583	-
SE Magazine Road Water Main Improvements	-	-	38,233	-	-	-	-
Irvinedale Drive Transmission Main – Phase 1	-	-	2,848	-	-	-	-
NW State Street Water Main Improvements – Phase 1	-	-	-	-	6,023	-	-
Irvinedale Drive Transmission Main – Phase 2	-	-	1,253,096	-	51,812	-	-
Irvinedale Drive Transmission Main – Phase 3	-	-	186,091	-	1,660,467	-	-
Saylorville Feeder Main Purchase Capacity	-	-	-	-	-	-	701,000
South Ankeny Boulevard Transmission Main	-	-	-	-	117,500	1,312,500	1,195,000
NW 36 th Street and NW Weigel Drive Water Main Loop	-	-	114,242	-	709,860	705,460	-
South Ankeny Boulevard Water Main Improvements – SE 3 rd Street to SW Ordinance Road	-	-	-	-	-	-	56,000
High Trestle Trail Transmission Main – Phase 2	-	-	-	-	89,000	1,052,000	963,000
Centennial Estates Water Main Cost Share	-	-	-	-	16,000	129,000	-
North Ankeny Boulevard Water Main – NE 41 st Street to Unity Point	-	-	-	-	97,550	77,450	-
NE 36 th Street and NE 38 th Street Water Main Loop	-	-	-	-	-	107,885	1,262,500
Total Water Mains	\$ -	\$ -	\$ 2,048,373	\$ -	\$ 4,690,838	\$ 5,006,878	\$ 4,770,000
Water Towers/Storage							
Aquifer Storage and Recovery Well No. 1 Replacement	\$ -	\$ -	\$ 51,425	\$ -	\$ 4,059,922	\$ 3,311,917	\$ -
Northwest Water Tower	-	-	-	-	175,000	3,750,000	3,575,000
SE Delaware Ground Storage Tank Repaint	-	-	-	-	-	160,000	140,000
SE Magazine Ground Storage Tank Repaint	-	-	-	-	-	-	212,500
Total Water Towers/Storage	\$ -	\$ -	\$ 51,425	\$ -	\$ 4,234,922	\$ 7,221,917	\$ 3,927,500
Total	\$ -	\$ -	\$ 2,099,798	\$ -	\$ 8,925,760	\$ 12,228,795	\$ 8,697,500

Capital Budget Impact on Operating Budget

Although the City prepares the capital budget separate from the operating budget, the two budgets are linked. These links include ongoing operating, maintenance and repair costs associated with new or renovated facilities and infrastructure. Occasionally, capital improvement program projects also necessitate the addition of new personnel required to staff or maintain new facilities. On the other hand, capital improvement program projects may produce new revenues in the form of fees paid for the use of new or renovated facilities or they may produce operational savings from efficiencies gained as a result.

The fiscal year 2023 operating costs shown below are incorporated in the City's adopted operating budget. In addition to current year operating budget impacts, future operating costs associated with current and planned projects are identified in the capital budget process to aid in long-range planning.

Project	2022-23 Capital Budget	Personnel Costs	Maintenance Costs	Utilities Costs	Total Operating Cost
Annual Water Main Replacement Program	\$ 370,000	\$ -	\$ -	\$ 350	\$ 350
High Trestle Trail Transmission Main – Phase 1	1,252,583	-	-	-	-
South Ankeny Boulevard Transmission Main	1,312,500	-	-	4,650	4,650
NW 36 th Street and NW Weigel Drive Water Main Loop	705,460	-	-	-	-
High Trestle Trail Transmission Main – Phase 2	1,052,000	-	-	4,200	4,200
Centennial Estates Water Main Cost Share	129,000	-	-	-	-
North Ankeny Boulevard Water Main – NE 41 st Street to Unity Point	77,450	-	-	-	-
NE 36 th Street and NE 38 th Street Water Main Loop	107,885	-	-	-	-
Aquifer Storage and Recovery Well No. 1 Replacement	3,311,917	-	-	-	-
Northwest Water Tower	3,750,000	-	-	18,000	18,000
SE Delaware Ground Storage Tank Repaint	160,000	-	-	3,000	3,000
Total	\$ 12,228,795	\$ -	\$ -	\$ 30,200	\$ 30,200

Water Fund Debt Service Summary

Fiscal Year	Principal	Interest	Total
2022	\$ 1,783,000	\$ 651,029	\$ 2,434,029
2023	1,855,000	587,541	2,442,541
2024	1,673,000	526,491	2,199,491
2025	1,735,000	463,389	2,198,389
2026	1,533,000	397,751	1,930,751
2027	1,585,000	340,086	1,925,086
2028	1,643,000	287,861	1,930,861
2029	1,350,000	235,846	1,585,846
2030	1,223,000	195,734	1,418,734
2031	1,261,000	159,319	1,420,319
2032	1,294,000	121,395	1,415,395
2033	1,337,000	85,644	1,422,644
2034	854,000	48,696	902,696
2035	422,000	26,595	448,595
2036	156,000	17,185	173,185
2037	159,000	14,455	173,455
2038	162,000	11,673	173,673
2039	165,000	8,838	173,838
2040	168,000	5,950	173,950
2041	172,000	3,010	175,010
	<u>\$ 20,530,000</u>	<u>\$ 4,188,488</u>	<u>\$ 24,718,488</u>

Note: The schedule represents current debt outstanding. The water fund summary will not match due to the early repayment of debt and the issuance of additional bonds.

Debt to Maturity Schedules

Revenue Refunding Bonds, Series 2014D

Dated: May 15, 2014

Original Value: \$1,890,000

Bond Rating: Moody's Investors Service Aa3

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 230,000	\$ 13,950	\$ 243,950	3.000%
2023	235,000	7,050	242,050	3.000%
	<u>\$ 465,000</u>	<u>\$ 21,000</u>	<u>\$ 486,000</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Elevated Water Storage	\$ 2,400,000
Aquifer Storage and Recovery Facility No. 2	1,000,000

Business Type Activities/Enterprise Funds

Revenue Refunding Bonds, Series 2014E

Dated: May 15, 2014

Original Value: \$6,000,000

Bond Rating: Moody's Investors Service Aa3

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 515,000	\$ 95,744	\$ 610,744	3.000%
2023	535,000	80,294	615,294	3.000%
2024	555,000	64,244	619,244	3.000%
2025	570,000	47,594	617,594	3.000%
2026	315,000	30,494	345,494	3.000%
2027	325,000	21,044	346,044	3.125%
2028	335,000	10,888	345,888	3.250%
	<u>\$ 3,150,000</u>	<u>\$ 350,300</u>	<u>\$ 3,500,300</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Elevated Water Storage	\$	1,000,000
Eastside Rural Water Main		800,000
SE Corporate Woods Drive Water Main		1,771,000
Eastside Rural Water Main	\$	300,000
Aquifer Storage and Recovery Facility No. 2		760,657
Elevated Water Storage		1,200,000
SW Oralabor Road Water Main		1,102,000
NW Irvinedale Drive Water Main		565,000

Revenue Bonds, Series 2017B

Dated: May 31, 2017

Original Value: \$1,605,000

Bond Rating: Moody's Investors Service Aa2

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 125,000	\$ 37,669	\$ 162,669	4.000%
2023	130,000	32,669	162,669	4.000%
2024	135,000	27,469	162,469	4.000%
2025	145,000	22,069	167,069	4.000%
2026	150,000	16,269	166,269	2.250%
2027	145,000	12,894	157,894	2.375%
2028	155,000	9,450	164,450	3.000%
2029	160,000	4,800	164,800	3.000%
	<u>\$ 1,145,000</u>	<u>\$ 163,288</u>	<u>\$ 1,308,288</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Ash Tower Transmission Main	\$	150,000
NW Booster Station		1,200,000
NW 18th Street Water Main Extension		112,000
SE Magazine Road Water Main Improvements		80,000

Business Type Activities/Enterprise Funds

Revenue Bonds, Series 2018B

Dated: May 30, 2018

Original Value: \$5,990,000

Bond Rating: Moody's Investors Service Aa2

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 335,000	\$ 182,481	\$ 517,481	5.000%
2023	355,000	165,731	520,731	3.000%
2024	365,000	155,081	520,081	5.000%
2025	380,000	136,831	516,831	5.000%
2026	400,000	117,831	517,831	5.000%
2027	420,000	97,831	517,831	3.000%
2028	435,000	85,231	520,231	3.000%
2029	445,000	72,181	517,181	3.000%
2030	460,000	58,831	518,831	3.000%
2031	475,000	45,031	520,031	3.000%
2032	485,000	30,781	515,781	3.125%
2033	500,000	15,625	515,625	3.125%
	<u>\$ 5,055,000</u>	<u>\$ 1,163,469</u>	<u>\$ 6,218,469</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

SE Creekview Drive Drainage and Paving Improvements	\$ 425,000
NW Irvinedale Drive and NW 5th Street Intersection Improvements	300,000
Ash Tower Transmission Main	2,100,000
NW Booster Station	2,222,000
Irvinedale Drive Transmission Main – Phase 1	225,000
Trestle Ridge Estates 24" Water Main	130,000
Ash Tower Repair and Repaint	50,000
Concept and Site Study for Future NW Water Tower	375,000

Business Type Activities/Enterprise Funds

Revenue Bonds, Series 2019B

Dated: May 28, 2019

Original Value: \$5,090,000

Bond Rating: Moody's Investors Service Aa2

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 265,000	\$ 188,950	\$ 453,950	5.000%
2023	280,000	175,700	455,700	5.000%
2024	290,000	161,700	451,700	5.000%
2025	305,000	147,200	452,200	5.000%
2026	320,000	131,950	451,950	5.000%
2027	340,000	115,950	455,950	5.000%
2028	355,000	98,950	453,950	4.000%
2029	370,000	84,750	454,750	4.000%
2030	385,000	69,950	454,950	4.000%
2031	400,000	54,550	454,550	4.000%
2032	415,000	38,550	453,550	3.000%
2033	430,000	26,100	456,100	3.000%
2034	440,000	13,200	453,200	3.000%
	<u>\$ 4,595,000</u>	<u>\$ 1,307,500</u>	<u>\$ 5,902,500</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

East 1st Street and I-35 Interchange Reconstruction	\$ 641,234
South Ankeny Boulevard & SE Shurfine Drive/SW Prairie Trail Parkway Intersection Improvements	150,000
SE Magazine Road Water Main Improvements	555,000
Irvinedale Drive Transmission Main – Phase 1	2,800,000
NW State Street Water Main Improvements – Phase 1	125,000
Irvinedale Drive Transmission Main – Phase 2	255,000
NW Irvinedale Drive Water Main Improvements	125,000
SW Water Tower Interior Repaint	450,000

Business Type Activities/Enterprise Funds

Revenue Bonds, Series 2020B

Dated: June 9, 2020

Original Value: \$3,375,000

Bond Rating: Moody's Investors Service Aa2

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 195,000	\$ 83,875	\$ 278,875	3.000%
2023	200,000	78,025	278,025	3.000%
2024	205,000	72,025	277,025	3.000%
2025	210,000	65,875	275,875	3.000%
2026	220,000	59,575	279,575	3.000%
2027	225,000	52,975	277,975	3.000%
2028	230,000	46,225	276,225	3.000%
2029	240,000	39,325	279,325	2.000%
2030	240,000	34,525	274,525	2.000%
2031	245,000	29,725	274,725	2.125%
2032	250,000	24,519	274,519	2.250%
2033	260,000	18,894	278,894	2.250%
2034	265,000	13,044	278,044	2.375%
2035	270,000	6,750	276,750	2.500%
	<u>\$ 3,255,000</u>	<u>\$ 625,356</u>	<u>\$ 3,880,356</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

East 1st Street and I-35 Interchange Reconstruction	\$ 750,000
Irvinedale Drive Transmission Main – Phase 2	2,500,000
NW Irvinedale Drive Water Main – Trestle Ridge Estates Plat 3 to NW 36 th Street	100,000

Business Type Activities/Enterprise Funds

Revenue Bonds, Series 2021B

Dated: April 23, 2021

Original Value: \$2,865,000

Bond Rating: Not Rated

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 118,000	\$ 48,360	\$ 166,360	1.750%
2023	120,000	48,073	168,073	1.750%
2024	123,000	45,973	168,973	1.750%
2025	125,000	43,820	168,820	1.750%
2026	128,000	41,633	169,633	1.750%
2027	130,000	39,393	169,393	1.750%
2028	133,000	37,118	170,118	1.750%
2029	135,000	34,790	169,790	1.750%
2030	138,000	32,428	170,428	1.750%
2031	141,000	30,013	171,013	1.750%
2032	144,000	27,545	171,545	1.750%
2033	147,000	25,025	172,025	1.750%
2034	149,000	22,453	171,453	1.750%
2035	152,000	19,845	171,845	1.750%
2036	156,000	17,185	173,185	1.750%
2037	159,000	14,455	173,455	1.750%
2038	162,000	11,673	173,673	1.750%
2039	165,000	8,838	173,838	1.750%
2040	168,000	5,950	173,950	1.750%
2041	172,000	3,010	175,010	1.750%
	<u>\$ 2,865,000</u>	<u>\$ 557,575</u>	<u>\$ 3,422,575</u>	

Interest due December 1 and June 1, principal due June 1

Purpose of Obligation

Irvinedale Drive Transmission Main – Phase 3	\$ 1,813,685
NW 36 th Street and NW Weigel Drive Water Main Loop	1,051,315

Sewer Fund

Description of the Fund

The fund accounts for the operation and maintenance of the sanitary sewer collection system and related sewer infrastructure.

The fund is divided into the following activities for budget management purposes:

Sewer Administration – is responsible for the management of the City’s pumping stations and sanitary collection system.

Sewer Maintenance – is responsible for the maintenance and servicing of the City’s pumping stations and sanitary collection system.

Sewer Sinking – administers the sewer fund’s debt payments.

Council Goal	Fund Goals	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Upgrade Essential Infrastructure 	Provide a high-quality sanitary sewer collection and conveyance system	Miles of sanitary sewer	280	286	294	301	308
		Number of sanitary sewer manholes	6,210	6,395	6,556	6,729	6,902
		Average daily sewer produced (MGD)	8.840	7.654	7.560	7.750	7.900
	Design, construct, operate, maintain and improve the City's sanitary sewer utility infrastructure	Number of service work orders	82	33	21	20	20
		Sewer services – excellent or good ⁽¹⁾			87%		88%
	Eliminate sanitary sewer backups and surcharges	Miles of sanitary sewer cleaned	42.2	54.5	69.5	71.0	72.0
		Sewer cleaning efficiency	79%	95%	118%	118%	117%
		Miles of sanitary sewer televised	26.3	45.0	42.6	45.0	47.0
		Sewer televising efficiency	47%	79%	73%	75%	76%

⁽¹⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

Activities and Accomplishments

Recent Accomplishments

- Completed construction of the West Outfall Basin Sanitary Sewer Improvements and Deer Creek Trunk Sewer Cost Share.
- Completed construction of the following other CIP projects in 2021: Annual Sanitary Sewer Replacement Program, including cured-in-place pipe lining of 19,000 lineal feet of sanitary sewer and cost sharing for sanitary sewer oversizing (pipes 15” and greater) of \$12,195.
- Cleaned 366,960 lineal feet of sanitary sewer, inspected 224,928 lineal feet of sanitary sewer, responded to 21 service calls, replaced 6 driveway approaches with faulty manholes, installed 9 interior pipe patches and applied root killer to 5,908 lineal feet of sanitary sewer.

<i>In Progress Activities</i>	
	Complete construction of the following major CIP projects in 2022: Otter Creek Trunk Sewer – Phase 3, SE 3rd Street Trunk Sewer Extension and NW Northlawn Area Utility Improvements.
	Complete design and letting phases for the following major CIP projects to be constructed in 2022: Canyon Landing Sanitary Sewer Cost Share – Phase 2, cured-in-place pipe lining and various manhole repairs.
	Begin design of the following major CIP projects in 2022: NE Crestmoor Sanitary Sewer Replacement and Four Mile Creek Trunk Sewer.
	Identify and prioritize new and replacement public utility infrastructure projects for the annual programs within the CIP, as well as projects to be completed in-house for system repairs and maintenance.
	Identify and coordinate opportunities for development agreements for large diameter public infrastructure installation related to future development.
	Take possession of the new sewer televising truck for televising operations.
	Continue to utilize the sewer line rapid assessment tool to assist in determining areas within the sanitary sewer system where cleaning is most needed.
	Continue all preventative maintenance efforts in order to keep the sanitary sewer system running as efficiently as possible.
	Continue to be active members of the Wastewater Reclamation Authority (WRA) and American Public Works Association (APWA).
<i>Upcoming Activities</i>	
	Implement findings from the Sanitary Sewer Study and Master Plan for future projects and develop better and/or more efficient maintenance practices for the sanitary sewer system.
	Review and update the 2013 Space Needs Study in order to maintain adequate space for staff and equipment.
	Create or update policies related to residential connections to the storm sewer to effectively eliminate discharge from sump pumps into the sanitary sewer system.
	Acquire necessary equipment to maintain effective maintenance of existing sanitary sewer.
<i>Trends and Issues</i>	
	Increased maintenance of storm sewer structures is impacting the time spent working on sanitary sewer issues and maintenance.
	Request supervisor in the Sewer division to provide proper leadership for staff and to ensure succession planning.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Fiscal year 2023 revenues are projected to be \$16,865,436. This includes a 3% rate decrease applied to both sewer usage and availability fees, scheduled for July 1, 2022. The rate recommendation is the result of aggressively paying off outstanding debt over the past several years. The primary revenue sources for the sewer fund are sewer usage and availability fees at 95.79% of revenues as detailed on the sewer fund revenue summary.

Sewer Fund Revenue Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Interest	\$ 42,788	\$ 54,245	\$ 7,008	\$ 16,000	\$ 14,000	\$ 4,000	\$ 4,000
Sewer Usage	9,189,963	9,466,914	10,842,209	9,076,946	10,292,932	10,083,985	10,184,825
Sewage Disposal Fee	-	-	1,435	-	-	-	-
Hook Up Fees	467,993	877,613	1,163,433	400,000	800,000	400,000	400,000
Availability Fees	6,001,499	6,231,200	6,527,031	5,975,060	6,197,255	6,071,451	6,132,165
Miscellaneous Service Charges	68,135	67,688	71,340	70,000	70,000	70,000	70,000
Other Reimbursements	1,771	5,933	-	-	-	-	-
Sales Tax	236,819	237,836	267,234	240,000	240,000	236,000	239,000
Miscellaneous	100	-	-	-	-	-	-
Other Financing Sources	-	-	-	-	-	-	-
Total	\$ 16,009,068	\$ 16,941,429	\$ 18,881,394	\$ 15,778,006	\$ 17,614,187	\$ 16,865,436	\$ 17,029,990

Budgeted expenditures total \$18,053,596 for fiscal year 2023 of which \$12,614,160 is expended for sewer administration, \$1,328,830 for sewer maintenance and \$4,110,606 for capital improvement projects. Additionally, \$487,583 is budgeted for transfers out to other funds. These include transfers to the general fund and debt service fund. Excess reserves of \$4,955,589 will be used to pay off the joint public service agreement with Polk County for the construction of the Saylor Creek, Rock Creek, Tonini and Berwick Sewer Segments. The payoff is included in sewer administration and is the reason for the large increase in expenditures from \$7,824,634 to \$12,614,160.

Personnel for the fiscal year 2023 budget will remain unchanged. Capital outlay expenditures include the purchase of a skid loader in sewer maintenance. All sewer projects included in the 2023 Capital Improvement Program are being funded within the operating budget and are classified as capital outlay. The projects include Otter Creek Trunk Sewer – Phase 4, Four Mile Creek Trunk Sewer, SE 3rd Street Trunk Sewer Extension and NE Crestmoor Sanitary Sewer Replacement.

The sewer fund consists of the unrestricted sewer fund and restricted sewer sinking fund. The sewer sinking fund is mandated by revenue bond covenants. The sewer sinking fund is required to have the lesser of 1) maximum annual debt service; 2) ten percent of the original principal amount of bonds outstanding; or 3) 125% of average annual debt service. The sewer sinking fund also requires a monthly deposit of a portion of the succeeding year's principal and interest maturities. The required balances in the sewer sinking fund is considered "restricted" funds because the City is required to maintain these balances even if it requires raising sewer fees. Fund balance versus restricted fund balance for the past ten years is shown at right:

Fiscal Year	Sewer Fund	Sewer Sinking	Percent Restricted
2012	\$5,716,872	\$1,813,157	24.08%
2013	6,781,158	1,585,541	18.95%
2014	8,582,690	1,644,297	16.08%
2015	10,413,361	1,639,873	13.61%
2016	12,510,210	1,641,514	11.60%
2017	12,885,182	1,361,482	9.56%
2018	12,224,465	1,268,066	9.40%
2019	13,382,362	971,893	6.77%
2020	15,211,030	823,719	5.13%
2021	19,028,848	824,252	4.16%

Estimated Ending Fund Balance

The estimated ending fund balance of the sewer fund at June 30, 2023, is \$18,588,527, a decrease of \$1,675,743 or 8.27%. This decrease is the result of the planned early pay off of the joint public service agreement with Polk County for the

construction of the Saylor Creek, Rock Creek, Tonini and Berwick Sewer Segments in the amount of \$4,955,589.

Looking Ahead to Fiscal Year 2024 and Beyond

Long-term projections include the following rates adjustments:

July 1, 2023	0%
July 1, 2024	0%
July 1, 2025	0%
July 1, 2026	0%
July 1, 2027	0%

Rate increases, when needed, are necessary to maintain adequate debt service coverage (cash flow after debt service). Cash flow after debt service is available for transfers to other funds, capital projects and building the fund's liquidity position. Debt service coverage for fiscal year 2024 through fiscal year 2028 ranges from 1.73-2.79 times net revenues on revenue debt and 1.71-2.74 times net revenues on total debt. The financial target for debt service coverage is 1.75 times net revenues on revenue debt and 1.10 times net revenues on total debt.

Debt service coverage requirements in the sewer fund have generated a sizable amount of fund balance. In order to best utilize the fund balance, it is recommended that projects considered in the 2022-2026 Capital Improvement Program (CIP) be funded within the operating budget versus borrowing. The projects include the Otter Creek Trunk Sewer – Phase 4, Clover Ridge Trunk Sewer Extension and Polk County Lift Station Decommissioning.

Bond Rating

The City's sewer revenue bond rating with Moody's Investors Service is Aa3. The following table shows the comparable investment grade ratings for Moody's Investors Service.

Quality of Rating	Moody's Investors Service
Best	Aaa
	Aa1
	Aa2
High	Aa3
	A1
	A2
Upper Medium	A3
	Baa1
	Baa2
Medium Grade	Baa3

Sewer Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 13,492,531	\$ 14,354,255	\$ 19,081,494	\$ 12,418,657	\$ 19,853,100	\$ 20,264,270	\$ 18,588,527
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	42,788	54,245	7,008	16,000	14,000	4,000	4,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	15,727,590	16,643,415	18,605,448	15,522,006	17,360,187	16,625,436	16,786,990
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	238,690	243,769	268,938	240,000	240,000	236,000	239,000
Other Financing Sources	-	-	-	-	-	-	-
Total Revenues	\$ 16,009,068	\$ 16,941,429	\$ 18,881,394	\$ 15,778,006	\$ 17,614,187	\$ 16,865,436	\$ 17,029,990
Transfers In	-	-	3,468,567	-	-	-	-
Funds Available	\$ 29,501,599	\$ 31,295,684	\$ 41,431,455	\$ 28,196,663	\$ 37,467,287	\$ 37,129,706	\$ 35,618,517
Expenditures:							
Sewer Administration	\$ 8,846,857	\$ 9,494,107	\$ 14,611,731	\$ 7,942,079	\$ 7,824,634	\$ 12,614,160	\$ 8,330,927
Sewer Maintenance	1,103,141	1,204,365	1,070,552	1,289,783	1,672,303	1,328,830	1,353,582
Sewer Sinking	3,152,522	2,896,269	698,088	4,076,288	4,076,288	-	-
Capital Outlay	-	-	1,643,524	-	3,340,792	4,110,606	3,194,755
Total Expenditures	\$ 13,102,520	\$ 13,594,741	\$ 18,023,895	\$ 13,308,150	\$ 16,914,017	\$ 18,053,596	\$ 12,879,264
Transfers Out	2,044,824	1,666,194	3,554,460	4,572,000	289,000	487,583	487,750
Ending Balance, June 30	<u>\$ 14,354,255</u>	<u>\$ 16,034,749</u>	<u>\$ 19,853,100</u>	<u>\$ 10,316,513</u>	<u>\$ 20,264,270</u>	<u>\$ 18,588,527</u>	<u>\$ 22,251,503</u>

The cash balance at July 1, 2020, has been restated to transfer capital outlay from the capital projects fund to the respective business type activities/enterprise funds to better align with Generally Accepted Accounting Standards.

Business Type Activities/Enterprise Funds

Activity: Sewer Administration	Department: Municipal Utilities					Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	42,788	54,245	7,008	16,000	14,000	4,000	4,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	15,727,590	16,643,415	18,605,448	15,522,006	17,360,187	16,625,436	16,786,990
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	238,690	243,769	268,938	240,000	240,000	236,000	239,000
Total Revenues	\$ 16,009,068	\$ 16,941,429	\$ 18,881,394	\$ 15,778,006	\$ 17,614,187	\$ 16,865,436	\$ 17,029,990
Expenditure Summary:							
Personal Services	\$ 276,111	\$ 265,684	\$ 279,873	\$ 312,218	\$ 287,723	\$ 307,523	\$ 329,824
Contractual Services	8,553,614	9,199,977	14,321,112	7,607,105	7,509,803	12,285,753	7,974,282
Commodities	16,140	27,454	10,746	22,756	27,108	20,884	26,821
Capital Outlay	-	-	-	-	-	-	-
Debt Service	992	992	-	-	-	-	-
Total Expenditures	\$ 8,846,857	\$ 9,494,107	\$ 14,611,731	\$ 7,942,079	\$ 7,824,634	\$ 12,614,160	\$ 8,330,927
Personnel Summary:							
Municipal Utilities Director	0.50	0.50	0.50	0.50	0.50	0.50	0.50
GIS Technician	-	-	0.25	0.25	0.25	0.25	0.25
Customer Service Representative	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Administrative Clerk	0.56	0.56	0.56	0.56	0.56	0.56	0.56
Total Full Time Equivalents	3.06	3.06	3.31	3.31	3.31	3.31	3.31
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
None	-	-	-	\$ -	\$ -	\$ -	
Total Capital Outlay				\$ -	\$ -	\$ -	

Business Type Activities/Enterprise Funds

Activity: Sewer Maintenance		Department: Municipal Utilities				Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 836,811	\$ 880,952	\$ 913,452	\$ 949,851	\$ 945,981	\$ 1,007,491	\$ 1,072,559
Contractual Services	142,059	122,616	61,596	120,689	193,711	158,062	128,494
Commodities	75,767	81,775	48,387	94,243	112,111	104,349	109,029
Capital Outlay	48,504	119,022	47,117	125,000	420,500	58,928	43,500
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,103,141	\$ 1,204,365	\$ 1,070,552	\$ 1,289,783	\$ 1,672,303	\$ 1,328,830	\$ 1,353,582
Personnel Summary:							
Utilities Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Utilities Operator III	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Utilities Operator II	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Total Full Time Equivalents	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Capital Outlay Summary:							
	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
Power Lift Gate	1	2022	Purchase	\$ 4,000	\$ -	\$ -	
Sewer Jet Vacuum Combination Machine	1	2022	Purchase	282,500	-	-	
Sewer Televising Truck	1	2022	Purchase	134,000	-	-	
Skid Loader	1	2023	Purchase	-	58,928	-	
1/2 Ton 4WD Truck	1	2024	Purchase	-	-	30,000	
Utility Vehicle	1	2024	Purchase	-	-	13,500	
Total Capital Outlay				\$ 420,500	\$ 58,928	\$ 43,500	

Business Type Activities/Enterprise Funds

Activity: Sewer Sinking		Department: Municipal Utilities				Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	6,943	1,500	1,000	1,000	1,000	-	-
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	3,145,579	2,894,769	697,088	4,075,288	4,075,288	-	-
Total Expenditures	\$ 3,152,522	\$ 2,896,269	\$ 698,088	\$ 4,076,288	\$ 4,076,288	\$ -	\$ -
Personnel Summary:							
None	-	-	-	-	-	-	-
Total Full Time Equivalents	-	-	-	-	-	-	-
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

Capital Outlay Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Sanitary Sewers							
Annual Sanitary Sewer Replacement Program	\$ -	\$ -	\$ 458,141	\$ -	\$ 925,952	\$ 690,000	\$ 897,500
Otter Creek Trunk Sewer – Phase 3	-	-	-	-	639,867	-	-
Otter Creek Trunk Sewer – Phase 4	-	-	-	-	-	155,000	662,500
Deer Creek Trunk Sewer	-	-	2,938	-	27,696	-	-
Sanitary Sewer Study and Master Plan	-	-	-	-	14,499	-	-
Sanitary Sewer Repairs	-	-	327,032	-	-	-	-
Four Mile Creek Trunk Sewer	-	-	-	-	95,000	1,082,250	972,750
SE 3 rd Street Trunk Sewer Extension	-	-	41,809	-	473,532	880,000	435,000
West Outfall Basin Sanitary Sewer Improvements	-	-	591,346	-	708,497	-	-
NW Northlawn Area Sanitary Sewer Improvements	-	-	222,258	-	-	-	-
Canyon Landing Sanitary Sewer Cost Share – Phase 2	-	-	-	-	436,649	493,351	-
Trestle Ridge Trunk Sewer Cost Share	-	-	-	-	-	600,000	-
NE Crestmoor Sanitary Sewer Replacement	-	-	-	-	19,100	210,005	190,905
Clover Ridge Trunk Sewer Extension	-	-	-	-	-	-	36,100
Total Sanitary Sewers	\$ -	\$ -	\$ 1,643,524	\$ -	\$ 3,340,792	\$ 4,110,606	\$ 3,194,755

Capital Budget Impact on Operating Budget

Although the City prepares the capital budget separate from the operating budget, the two budgets are linked. These links include ongoing operating, maintenance and repair costs associated with new or renovated facilities and infrastructure. Occasionally, capital improvement program projects also necessitate the addition of new personnel required to staff or maintain new facilities. On the other hand, capital improvement program projects may produce new revenues in the form of fees paid for the use of new or renovated facilities or they may produce operational savings from efficiencies gained as a result.

The fiscal year 2023 operating costs shown below are incorporated in the City's adopted operating budget. In addition to current year operating budget impacts, future operating costs associated with current and planned projects are identified in the capital budget process to aid in long-range planning.

Project	2022-23 Capital Budget	Personnel Costs	Maintenance Costs	Utilities Costs	Total Operating Cost
Annual Sanitary Sewer Replacement Program	\$ 690,000	\$ -	\$ -	\$ 100	\$ 100
Otter Creek Trunk Sewer – Phase 4	155,000	-	-	-	-
Four Mile Creek Trunk Sewer	1,082,250	-	-	-	-
SE 3 rd Street Trunk Sewer Extension	880,000	-	-	-	-
Canyon Landing Sanitary Sewer Cost Share – Phase 2	493,351	-	-	-	-
Trestle Ridge Trunk Sewer Cost Share	600,000	-	-	-	-
NE Crestmoor Sanitary Sewer Replacement	210,005	-	-	-	-
Total	\$ 4,110,606	\$ -	\$ -	\$ 100	\$ 100

Sewer Fund Debt Service Summary

Fiscal Year	Principal	Interest	Total
2022	\$ 580,000	\$ 120,288	\$ 700,288
2023	595,000	102,888	697,888
2024	615,000	85,038	700,038
2025	635,000	66,588	701,588
2026	660,000	47,538	707,538
2027	430,000	27,738	457,738
2028	440,000	14,300	454,300
	<u>\$ 3,955,000</u>	<u>\$ 464,375</u>	<u>\$ 4,419,375</u>

Note: The schedule represents current debt outstanding. The sewer fund summary will not match due to the early repayment of debt.

Debt to Maturity Schedules

Revenue Bonds, Series 2014C

Dated: May 15, 2014

Original Value: \$2,315,000

Bond Rating: Moody's Investors Service Aa3

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 215,000	\$ 34,050	\$ 249,050	3.000%
2023	220,000	27,600	247,600	3.000%
2024	225,000	21,000	246,000	3.000%
2025	235,000	14,250	249,250	3.000%
2026	240,000	7,200	247,200	3.000%
	<u>\$ 1,135,000</u>	<u>\$ 104,100</u>	<u>\$ 1,239,100</u>	

Interest due November 1 and May 1, principal due May 1

Purpose of Obligation

SE Area Sanitary Sewer Improvements	\$ 100,000
West Outfall Relief Sewer	1,790,000
SE Sharon Drive Sanitary Relief Sewer	417,000

Business Type Activities/Enterprise Funds

Revenue Refunding Bonds, Series 2014F

Dated: May 15, 2014

Original Value: \$4,805,000

Bond Rating: Moody's Investors Service Aa3

Fiscal Year	Principal	Interest	Total	Rates
2022	\$ 365,000	\$ 86,238	\$ 451,238	3.000%
2023	375,000	75,288	450,288	3.000%
2024	390,000	64,038	454,038	3.000%
2025	400,000	52,338	452,338	3.000%
2026	420,000	40,338	460,338	3.000%
2027	430,000	27,738	457,738	3.125%
2028	440,000	14,300	454,300	3.250%
	<u>\$ 2,820,000</u>	<u>\$ 360,275</u>	<u>\$ 3,180,275</u>	

Interest due November 1 and May 1, principal due May 1

Purpose of Obligation

Rock Creek Sewer Interceptor	\$ 2,500,000
Northern Interceptor Trunk Sewer Extension	970,244
Otter Creek Sewer Extension	440,000
Four Mile Basin Main Outfall Extension	1,350,000
Rock Creek Trunk Sewer – Phase 3	569,999

Storm Water Fund

Description of the Fund

The fund accounts for the storm water utility including activities related to public education, street cleaning, drainage improvements and regulatory compliance.

The fund is divided into the following activities for budget management purposes:

Storm Water Administration – is responsible for management of the City's storm water utility including regulatory compliance and public education.

Street Cleaning – is responsible for clearing debris from the City's streets in order to improve storm water quality.

Council Goal	Fund Goals	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Upgrade Essential Infrastructure 	Comply with the requirements of the Iowa DNR NPDES permit for the City's MS4	Number of Construction Site Erosion and Sediment Control (COSESCO) permits inspected	214	141	1,055	1,000	1,000
	Provide a high-quality storm water management system	Miles of storm sewer	295	297	310	315	320
		Number of storm sewer intakes, manholes, outlets	14,150	14,488	14,680	14,850	15,000
	Design, construct, maintain and improve the City's storm water utility infrastructure	Storm water drainage – excellent or good ⁽¹⁾			82%		85%
	Develop, implement and promote storm water and water quality improvement initiatives	Number of public education outreach programs	8	7	11	8	8
		Number of storm water best management practices (BMP) reimbursement program participants	21	32	43	45	45
		Amount reimbursed from BMP program	\$12,676	\$8,458	\$15,025	\$15,000	\$17,000
	Remove debris from City streets and the storm water management system in order to provide a safe transportation network and cleaner storm water	Tons of debris cleared from street cleaning	362	477	438	450	450
		Number of storm sewer intakes cleaned	783	1,980	1,770	1,800	1,900
		Cleanliness of Ankeny – excellent or good ⁽¹⁾			95%		95%

⁽¹⁾ Biennial Citizen Survey results. The 2020 Biennial Citizen Survey was delayed due to the COVID-19 pandemic.

Activities and Accomplishments	
<i>Recent Accomplishments</i>	
	Completed construction of the following other CIP projects during 2021: Triangle Detention Basin Outlet Modifications, Saylor Creek Repairs and Stabilization, NW 9th Street and NW Greenwood Street Storm Sewer Extension and Magazine Road Storm Sewer Improvements.
	Developed a post-construction storm water management ordinance, which included new storm water design standards based on the unified sizing criteria in the Iowa Storm Water Management Manual and sought City Council approval.
	Continued the City's successful street cleaning program. In fiscal year 2021, the City's street sweepers cleared 438 tons of debris, swept approximately 560 lane miles and cleaned approximately 1,770 intakes.
	Worked with private property owners, engineering consultants and the city attorney to ensure the annual inspections and reports that are required for private storm water management facilities were completed.
<i>In Progress Activities</i>	
	Complete design and letting phases for the following major CIP projects to be constructed in 2022: SE 3rd Street Area Trunk Storm Sewer Improvements and High Trestle Trail Channel Stabilization – Phase 1.
	Continue enforcement of the Iowa Department of Natural Resources NPDES General Permit No. 2 and the City's COSESCO permit on private development projects.
	Began the design phase of the following major CIP projects that are scheduled for construction in 2023: SE 3rd Street Area Trunk Storm Sewer Improvements and High Trestle Trail Channel Stabilization – Phase 2.
	Reassess the post-construction storm water management ordinance, which includes new storm water design standards based on the unified sizing criteria in the Iowa Storm Water Management Manual.
<i>Upcoming Activities</i>	
	Request to add a civil/environmental engineer to assist with increasing workload.
	Continue implementing the projects and policy changes that are recommended in the Storm Water Management Study and Master Plan (e.g. requiring property owners to connect their footing drains and sump pump outlets to the City's storm sewer system).
<i>Trends and Issues</i>	
	Increasing workload due to continued infrastructure expansion and population growth.
	Deteriorating condition of existing infrastructure and providing additional funding for reconstruction, rehabilitation and maintenance.
	Storm water and drainage related questions, concerns and requests for information from the public continue to increase.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Fiscal year 2023 revenues are projected to be \$5,358,869, of which \$101,000 is from storm water permits, \$2,000 from interest income, \$150,000 from capital grants, \$3,296,869 from storm water utility fees, \$69,000 from miscellaneous and \$1,740,000 from bond proceeds. The storm water rate will not change; although, the maximum ERU per month for commercial, industrial and multi-family will increase from 60 ERU to 70 ERU. This change is effective July 1, 2022.

Expenditures are budgeted at \$873,126 for storm water administration, \$211,751 for street cleaning and \$2,822,583 for capital improvement projects for a total of \$3,907,460. In addition to expenditures, budgeted transfers out total \$1,600,956 for debt payments.

Personnel changes include the addition of a civil/environmental engineer in storm water administration. Capital outlay expenditures include equipment reserve payments for the street sweeper to be purchased in 2023, as well as projects that include Four Mile Creek Stabilization – NE 47th Street to NE 54th Street, High Trestle Trail Stabilization – Phase 2, Tributary to Four Mile Creek Channel Stabilization, SE 3rd Street Area Trunk Storm Sewer Improvements, SE 3rd Street Collection Storm Sewer Improvements and SE Creekview Drive Wetland.

Estimated Ending Fund Balance

The estimated ending fund balance of the storm water fund at June 30, 2023, is \$3,297,504, a decrease of \$149,547 or 4.34%. The decrease is due the increased size of the capital improvement program and the timing of capital outlay.

Looking Ahead to Fiscal Year 2024 and Beyond

Long-term projections include the following rates adjustments:

July 1, 2023	\$1.00/ERU	Commercial, industrial & multi-family cap: 80 ERU
July 1, 2024	\$0.00/ERU	Commercial, industrial & multi-family cap: 90 ERU
July 1, 2025	\$1.00/ERU	Commercial, industrial & multi-family cap: 100 ERU
July 1, 2026	\$0.00/ERU	Commercial, industrial & multi-family cap: 110 ERU
July 1, 2027	\$1.00/ERU	Commercial, industrial & multi-family cap: 120 ERU

The critical need in storm water is the ability to fund future storm water projects as determined from the Storm Water Management Study and Master Plan. The 2022-2026 Capital Improvement Program includes the Sawgrass Park Dam Improvements, Four Mile Creek Channel Stabilization, Tributary to Four Mile Creek Channel Stabilization, Westlawn Area Storm Sewer Improvements, SE 3rd Street Area Collection Storm Sewer Improvements, Diamond Hills Greenway Stream Stabilization and Saylor Creek Tributary Channel Improvements. These projects are funded by operating funds and general obligation bonds abated by storm water revenues.

Storm Water Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 820,606	\$ 972,287	\$ 2,307,671	\$ 1,247,062	\$ 2,897,384	\$ 3,447,051	\$ 3,297,504
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	12,018	10,122	131,131	87,000	101,000	101,000	101,000
Use of Money & Property	25,044	25,013	7,493	6,000	2,000	2,000	2,000
Intergovernmental	-	-	-	-	-	150,000	750,000
Service Charges	2,291,437	2,387,744	3,031,004	3,095,060	3,216,572	3,296,869	3,885,490
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	40,224	41,935	74,968	59,000	66,000	69,000	81,000
Other Financing Sources	-	-	-	-	1,395,000	1,740,000	3,745,000
Total Revenues	\$ 2,368,723	\$ 2,464,814	\$ 3,244,596	\$ 3,247,060	\$ 4,780,572	\$ 5,358,869	\$ 8,564,490
Transfers In	-	-	695,000	-	-	-	-
Funds Available	\$ 3,189,329	\$ 3,437,101	\$ 6,247,267	\$ 4,494,122	\$ 7,677,956	\$ 8,805,920	\$ 11,861,994
Expenditures:							
Storm Water Administration	\$ 425,638	\$ 426,447	\$ 643,624	\$ 735,388	\$ 768,885	\$ 873,126	\$ 917,289
Street Cleaning	208,184	186,527	199,682	197,819	193,944	211,751	255,849
Capital Outlay	-	-	327,182	-	1,831,332	2,822,583	3,917,500
Total Expenditures	\$ 633,822	\$ 612,974	\$ 1,170,488	\$ 933,207	\$ 2,794,161	\$ 3,907,460	\$ 5,090,638
Transfers Out	1,583,220	1,650,406	2,179,395	2,128,233	1,436,744	1,600,956	1,831,558
Ending Balance, June 30	\$ 972,287	\$ 1,173,721	\$ 2,897,384	\$ 1,432,682	\$ 3,447,051	\$ 3,297,504	\$ 4,939,798

The cash balance at July 1, 2020, has been restated to transfer capital outlay from the capital projects fund to the respective business type activities/enterprise funds to better align with Generally Accepted Accounting Standards.

Business Type Activities/Enterprise Funds

Activity: Storm Water Administration	Department: Public Works					Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	12,018	10,122	131,131	87,000	101,000	101,000	101,000
Use of Money & Property	25,044	25,013	7,493	6,000	2,000	2,000	2,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	2,291,437	2,387,744	3,031,004	3,095,060	3,216,572	3,296,869	3,885,490
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	40,224	41,935	56,134	59,000	66,000	69,000	81,000
Total Revenues	\$ 2,368,723	\$ 2,464,814	\$ 3,225,762	\$ 3,247,060	\$ 3,385,572	\$ 3,468,869	\$ 4,069,490
Expenditure Summary:							
Personal Services	\$ 300,406	\$ 288,206	\$ 413,079	\$ 499,088	\$ 480,897	\$ 630,676	\$ 673,931
Contractual Services	120,892	135,409	197,541	198,531	237,490	226,406	230,932
Commodities	4,340	2,832	8,177	11,769	16,498	16,044	12,426
Capital Outlay	-	-	24,827	26,000	34,000	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 425,638	\$ 426,447	\$ 643,624	\$ 735,388	\$ 768,885	\$ 873,126	\$ 917,289
Personnel Summary:							
Storm Water & Environmental Manager	-	-	-	1.00	1.00	1.00	1.00
Civil/Environmental Engineer	1.00	1.00	1.00	-	-	1.00	1.00
Storm Water Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Technician II	-	-	-	1.00	1.00	1.00	1.00
Engineering Technician I	0.75	0.75	1.75	1.00	1.00	1.00	1.00
Total Full Time Equivalents	2.75	2.75	3.75	4.00	4.00	5.00	5.00
Capital Outlay Summary:	Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected	
1/2 Ton 4WD Truck	1	2022	Purchase	\$ 34,000	\$ -	\$ -	
Total Capital Outlay				\$ 34,000	\$ -	\$ -	

Business Type Activities/Enterprise Funds

Activity: Street Cleaning		Department: Public Works				Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Summary:							
Personal Services	\$ 93,511	\$ 85,346	\$ 92,258	\$ 95,592	\$ 94,623	\$ 100,095	\$ 106,716
Contractual Services	39,791	20,810	31,223	40,261	39,630	41,351	43,098
Commodities	23,713	29,202	25,032	36,382	34,107	34,994	35,413
Capital Outlay	-	-	-	-	-	-	-
Debt Service	51,169	51,169	51,169	25,584	25,584	35,311	70,622
Total Expenditures	\$ 208,184	\$ 186,527	\$ 199,682	\$ 197,819	\$ 193,944	\$ 211,751	\$ 255,849
Personnel Summary:							
Equipment Operator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full Time Equivalents	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Street Sweeper		1	2017	Reserve	\$ 25,584	\$ -	\$ -
Street Sweeper		1	2023	Reserve	-	35,311	70,622
Total Capital Outlay					\$ 25,584	\$ 35,311	\$ 70,622

Capital Outlay Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Storm Water							
Annual Storm Sewer Replacement Program	\$ -	\$ -	\$ 54,100	\$ -	\$ 621,254	\$ 400,000	\$ 400,000
Tradition Detention Basin and Channel improvements	-	-	33,049	-	5,461	-	-
Wildflower Detention Basin Improvements	-	-	364,356	-	19,256	-	-
North Creek Channel Flood Repair	-	-	(17,694)	-	-	-	-
Westwinds Channel Flood Repair	-	-	(251,742)	-	-	-	-
Sawgrass Park Dam Improvements	-	-	-	-	-	-	42,500
Four Mile Creek Channel Stabilization	-	-	-	-	10,000	32,500	240,000
High Trestle Trail Channel Stabilization – Phase 1	-	-	39,160	-	251,958	207,583	-
High Trestle Trail Channel Stabilization – Phase 2	-	-	-	-	-	245,000	245,000
Tributary to Four Mile Creek Stabilization	-	-	-	-	40,000	135,000	1,275,000
Westlawn Area Storm Sewer Improvements	-	-	-	-	-	-	17,500
SE 3 rd Street Area Trunk Storm Sewer Improvements	-	-	105,953	-	649,278	1,197,500	587,500
SE 3 rd Street Area Collection Storm Sewer Improvements	-	-	-	-	-	80,000	735,000
Westwinds Storm Sewer Extension	-	-	-	-	159,125	75,000	-
SE Creekview Drive Wetland	-	-	-	-	75,000	450,000	375,000
Total Storm Water	\$ -	\$ -	\$ 327,182	\$ -	\$ 1,831,332	\$ 2,822,583	\$ 3,917,500

Capital Budget Impact on Operating Budget

Although the City prepares the capital budget separate from the operating budget, the two budgets are linked. These links include ongoing operating, maintenance and repair costs associated with new or renovated facilities and infrastructure. Occasionally, capital improvement program projects also necessitate the addition of new personnel required to staff or maintain new facilities. On the other hand, capital improvement program projects may produce new revenues in the form of fees paid for the use of new or renovated facilities or they may produce operational savings from efficiencies gained as a result.

The fiscal year 2023 operating costs shown below are incorporated in the City's adopted operating budget. In addition to current year operating budget impacts, future operating costs associated with current and planned projects are identified in the capital budget process to aid in long-range planning.

Project	2022-23 Capital Budget	Personnel Costs	Maintenance Costs	Utilities Costs	Total Operating Cost
Annual Storm Sewer Replacement Program	\$ 400,000	\$ -	\$ (8,000)	\$ -	\$ (8,000)
Four Mile Creek Channel Stabilization	32,500	-	-	-	-
High Trestle Trail Channel Stabilization – Phase 1	207,583	-	(1,500)	-	(1,500)
High Trestle Trail Channel Stabilization – Phase 2	245,000	-	-	-	-
Tributary to Four Mile Creek Stabilization	135,000	-	-	-	-
SE 3 rd Street Area Trunk Storm Sewer Improvements	1,197,500	-	(1,000)	-	(1,000)
SE 3 rd Street Area Collection Storm Sewer Improvements	80,000	-	-	-	-
Westwinds Storm Sewer Extension	75,000	-	(1,000)	-	(1,000)
SE Creekview Drive Wetland	450,000	-	-	-	-
Total	\$ 2,822,583	\$ -	\$ (11,500)	\$ -	\$ (11,500)

Golf Course Fund

Description of the Fund

The fund accounts for the activities of the municipally owned 18-hole golf course.

The fund is divided into the following activities for budget management purposes:

Golf Course Maintenance – is responsible for the maintenance and upkeep of the grounds and facilities.

Golf Course Pro Shop – is responsible for the management of the club house and golf course.

Golf Course Banquet Services – is responsible for the management of the Tin Cup Bar and Grille, a full-service restaurant, and the Pinnacle Club banquet facilities.

Council Goal	Fund Goal	Indicators	CY 2018 Actual	CY 2019 Actual	CY 2020 Actual	CY 2021 Estimated	CY 2022 Projected
Enhance Quality of Life 	To maintain greens, tees, roughs and common areas including irrigation, plant health and pest prevention services	Golf course acreage	200.6	200.6	200.6	200.6	200.6
		Maintenance expenditures per acre ⁽¹⁾	\$2,665	\$2,614	\$2,997	\$3,068	\$3,337
	To provide customers a great experience while playing the golf course and to develop lifelong golfers	Number of rounds of golf played	26,544	26,330	20,833	33,000	31,500
		Utilization of available tee times	43%	43%	39%	53%	51%
		Junior Golf Program participants	249	251	120	260	260
	To provide outstanding banquet services to citizens and businesses	Number of banquet rentals	135	185	69	93	110

⁽¹⁾ Reported for the fiscal year

Activities and Accomplishments	
<i>Recent Accomplishments</i>	
	Set a renovated course record of 33,426 rounds played.
	Hosted the USGA Mid-Amateur Qualifier, Iowa Girls High School Class 4A State Tournament and Iowa Community College Women's Regional.
<i>In Progress Activities</i>	
	Replace golf cart fleet and GPS monitoring system.
<i>Upcoming Activities</i>	
	Contract with outside design consultant to provide preliminary renovation recommendations for the Pinnacle Club and Tin Cup.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The golf course fund is projected to generate \$1,800,000 in revenues for fiscal 2023 with membership fees, greens fees and cart rental accounting for 52.23%; food and beverage and beer and alcohol sales for 22.06%; driving range for 8.28% and pro shop merchandise sales for 6.23% as detailed on the golf course fund revenue summary.

Golf Course Fund Revenue Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Interest	\$ 6,724	\$ 10,113	\$ 2,245	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Commissions	2,335	1,213	-	2,000	2,000	1,000	1,000
Facility Rental	43,295	41,811	25,162	38,000	30,000	34,000	35,000
Equipment Rental	4,326	1,750	1,258	3,000	3,000	3,000	3,000
Membership Fees	62,416	55,578	97,094	63,000	79,000	80,000	81,000
Greens Fees	483,745	400,827	567,382	512,000	602,000	531,000	537,000
Recreation Programming	22,019	10,825	22,296	21,000	22,000	22,000	22,000
Driving Range	88,302	131,664	198,423	110,000	147,000	149,000	151,000
Cart Rental	304,637	251,803	341,504	325,000	381,000	329,000	333,000
Gift Certificates	3,031	2,593	5,161	-	-	-	-
Miscellaneous Service Charges	29,069	23,032	9,419	29,000	23,000	24,000	25,000
Pro Shop Merchandise	118,332	74,720	103,715	106,000	108,000	112,000	114,000
Food and Beverage	208,450	154,464	134,467	225,000	228,000	194,000	196,000
Beer and Alcohol Sales	193,886	147,942	204,177	201,000	256,000	203,000	206,000
Salvage Sales	153	-	91	-	-	-	-
Program Sponsorships	-	266	5,400	5,000	5,000	5,000	5,000
Refunds	3,854	-	49	-	-	-	-
Rebates	2,130	-	128	-	-	-	-
Other Reimbursements	1,043	975	1,699	1,000	2,000	1,000	1,000
Overages/Shortages	(52)	(36)	(394)	-	-	-	-
Sales Tax	31,159	24,069	36,320	31,000	36,000	32,000	32,000
Miscellaneous	46,295	35,425	52,903	52,000	79,000	79,000	79,000
Total	<u>\$1,655,149</u>	<u>\$1,369,034</u>	<u>\$1,808,499</u>	<u>\$1,725,000</u>	<u>\$2,004,000</u>	<u>\$1,800,000</u>	<u>\$1,822,000</u>

Budgeted expenditures total \$2,103,226 for fiscal year 2023, of which \$740,161 is for maintenance, \$662,813 for pro shop and \$700,252 for banquet services. Capital outlay purchases include the replacement of a rough mower in golf course maintenance and the golf cart fleet in golf course pro shop. The golf cart fleet will be replaced through the equipment reserve fund. Equipment reserve payments continue for numerous pieces of equipment in golf course maintenance and the pro shop, which included the fiscal year 2018 replacement of the golf cart fleet.

Estimated Ending Fund Balance

The estimated ending fund balance of the golf course at June 30, 2023, is \$590,087, a decrease of \$303,226 or 33.94%. The profitability of the golf course is largely dependent on weather conditions and adequate fund balance is necessary to handle fluctuations in weather conditions.

Looking Ahead to Fiscal Year 2024 and Beyond

The long-term challenge in the golf course fund is addressing the structural deficit (expenditures greater than revenues). The golf course estimates a deficit of \$411,934 in fiscal year 2024 based on an average golf season.

Golf Course Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 493,054	\$ 563,956	\$ 490,040	\$ 413,212	\$ 806,980	\$ 893,310	\$ 590,084
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	56,680	54,887	28,665	44,000	36,000	39,000	40,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	993,219	876,322	1,241,279	1,060,000	1,254,000	1,135,000	1,149,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	605,250	437,825	538,555	621,000	714,000	626,000	633,000
Total Revenues	\$ 1,655,149	\$ 1,369,034	\$ 1,808,499	\$ 1,725,000	\$ 2,004,000	\$ 1,800,000	\$ 1,822,000
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 2,148,203	\$ 1,932,990	\$ 2,298,539	\$ 2,138,212	\$ 2,810,980	\$ 2,693,310	\$ 2,412,084
Expenditures:							
Maintenance	\$ 534,660	\$ 524,361	\$ 531,088	\$ 615,474	\$ 635,941	\$ 740,161	\$ 752,758
Pro Shop	570,430	501,781	530,215	612,958	634,861	662,813	678,472
Banquet Services	479,157	416,808	430,256	590,500	646,868	700,252	802,704
Total Expenditures	\$ 1,584,247	\$ 1,442,950	\$ 1,491,559	\$ 1,818,932	\$ 1,917,670	\$ 2,103,226	\$ 2,233,934
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 563,956	\$ 490,040	\$ 806,980	\$ 319,280	\$ 893,310	\$ 590,084	\$ 178,150

Business Type Activities/Enterprise Funds

Activity: Golf Course Maintenance		Department: Parks and Recreation				Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	2,208	975	1,194	1,000	2,000	1,000	1,000
Total Revenues	\$ 2,208	\$ 975	\$ 1,194	\$ 1,000	\$ 2,000	\$ 1,000	\$ 1,000
Expenditure Summary:							
Personal Services	\$ 328,228	\$ 322,804	\$ 336,826	\$ 387,706	\$ 386,343	\$ 441,694	\$ 464,415
Contractual Services	36,167	34,243	38,621	49,831	60,263	89,870	54,640
Commodities	131,631	117,062	125,637	140,403	152,244	150,207	152,196
Capital Outlay	20,065	28,530	-	-	-	22,415	51,604
Debt Service	18,569	21,722	30,004	37,534	37,091	35,975	29,903
Total Expenditures	\$ 534,660	\$ 524,361	\$ 531,088	\$ 615,474	\$ 635,941	\$ 740,161	\$ 752,758
Personnel Summary:							
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Mechanic	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Seasonal Laborer (10 Month)	0.83	0.83	0.83	0.83	1.66	1.66	1.66
Seasonal Laborer (8 Month)	2.67	2.67	2.67	2.67	2.00	2.00	2.00
Seasonal Laborer (4 Month)	0.33	0.33	0.33	0.33	0.66	0.66	0.66
Seasonal Laborer (3 Month)	-	0.25	0.25	0.25	-	-	-
Total Full Time Equivalents	5.83	6.08	6.08	6.08	6.32	6.32	6.32
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Greens Mower		1	2017	Reserve	\$ 3,210	\$ -	\$ -
Grounds Mower		1	2018	Reserve	6,163	3,082	-
Tee Mower		1	2019	Reserve	5,980	5,980	2,990
Greens Mower		1	2020	Reserve	6,318	6,318	6,318
Fairway Mower		1	2021	Reserve	10,245	10,245	10,245
Fairway Mower		1	2022	Reserve	5,175	10,350	10,350
Rough Mower		1	2023	Purchase	-	22,415	-
Tractor and Loader Bucket		1	2024	Purchase	-	-	51,604
Total Capital Outlay					\$ 37,091	58,390	81,507

Business Type Activities/Enterprise Funds

Activity: Golf Course Pro Shop		Department: Parks and Recreation				Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	11,544	12,626	3,403	5,000	5,000	4,000	4,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	970,303	856,299	1,233,739	1,034,000	1,234,000	1,114,000	1,127,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	154,711	98,946	146,087	143,000	150,000	150,000	152,000
Total Revenues	\$ 1,136,558	\$ 967,871	\$ 1,383,229	\$ 1,182,000	\$ 1,389,000	\$ 1,268,000	\$ 1,283,000
Expenditure Summary:							
Personal Services	\$ 238,683	\$ 221,048	\$ 243,906	\$ 274,621	\$ 285,051	\$ 313,369	\$ 330,805
Contractual Services	141,023	142,579	164,358	169,843	190,175	183,626	184,840
Commodities	96,477	83,940	68,459	115,723	106,864	116,427	116,816
Capital Outlay	4,896	-	-	-	-	-	-
Debt Service	89,351	54,214	53,492	52,771	52,771	49,391	46,011
Total Expenditures	\$ 570,430	\$ 501,781	\$ 530,215	\$ 612,958	\$ 634,861	\$ 662,813	\$ 678,472
Personnel Summary:							
Head Golf Professional	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full Time Equivalents	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capital Outlay Summary:							
		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Golf Carts		72	2018	Reserve	\$ 52,771	\$ 26,385	\$ -
Golf Carts		70	2023	Reserve	-	23,006	46,011
Total Capital Outlay					\$ 52,771	\$ 49,391	\$ 46,011

Business Type Activities/Enterprise Funds

Activity: Golf Course Banquet Services		Department: Parks and Recreation				Program: Enterprise	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	45,136	42,261	25,262	39,000	31,000	35,000	36,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	22,916	20,022	7,539	26,000	20,000	21,000	22,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	448,329	337,904	391,274	477,000	562,000	475,000	480,000
Total Revenues	\$ 516,381	\$ 400,187	\$ 424,075	\$ 542,000	\$ 613,000	\$ 531,000	\$ 538,000
Expenditure Summary:							
Personal Services	\$ 286,397	\$ 243,266	\$ 253,533	\$ 327,796	\$ 368,641	\$ 394,205	\$ 410,798
Contractual Services	53,648	57,757	59,673	75,381	80,863	92,220	198,790
Commodities	139,112	115,785	117,050	187,323	197,364	213,827	193,116
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 479,157	\$ 416,808	\$ 430,256	\$ 590,500	\$ 646,868	\$ 700,252	\$ 802,704
Personnel Summary:							
Food & Beverage Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full Time Equivalents	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capital Outlay Summary:							
		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
None		-	-	-	\$ -	\$ -	\$ -
Total Capital Outlay					\$ -	\$ -	\$ -

CAPITAL PROJECTS FUND

Special Assessments Fund

Description of the Fund

The fund accounts for the collection of special assessments placed against a property in order to help pay for public improvements that benefit the property. Special assessments are used to abate construction costs or debt service payments associated with the improvements.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The special assessments fund receives revenues based on a schedule of assessments or in the case of agricultural property the assessment is deferred until such time as development occurs. The timing of these revenues is difficult to predict; thus, fiscal year 2023 revenues and expenditures have been budgeted at \$0.

Estimated Ending Fund Balance

The ending fund balance of the special assessments fund is budgeted to be \$0 at June 30, 2023.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Special Assessments Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 1,064,883	\$ 1,248,895	\$ 1,249,658	\$ -	\$ -	\$ -	\$ -
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	184,012	763	30,128	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 184,012	\$ 763	\$ 30,128	\$ -	\$ -	\$ -	\$ -
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 1,248,895	\$ 1,249,658	\$ 1,279,786	\$ -	\$ -	\$ -	\$ -
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	1,279,786	-	-	-	-
Ending Balance, June 30	\$ 1,248,895	\$ 1,249,658	\$ -	\$ -	\$ -	\$ -	\$ -

2022-2026 Capital Improvement Program

Introduction

The capital improvement program serves as a guide for the provision of public improvements and outlines the timing and financing of projects for a five-year period. The capital budget is a significant portion of the fiscal year 2023 budget. It includes the costs associated with the 2022 capital projects, the first year of the 2022-2026 Capital Improvement Program.

The capital improvement program identifies capital needs, establishes priorities and identifies secured and potential funding sources. Key resources used in formulating the capital improvement program include The Ankeny Plan 2040, as well as professional studies of facilities, transportation, utilities and drainage needs.

The capital improvement program neither appropriates funds nor authorizes projects. The city council must act to initiate projects. Proceedings to initiate capital improvement projects are presented to the council when sources of funding are available and the project is set for design and/or construction.

Annually, staff performs an extensive evaluation of capital project requirements, updates the adopted capital improvement program document, incorporates recommended changes, and submits the revised program to the city council for consideration, modification, and adoption as a part of the annual budget process.

During the preparation of the recommended capital improvement program, city staff employs judgment to identify which projects can be accomplished within a given year and within the city's financial constraints. As would be expected, project expenditures and revenue estimates for the earlier years are more precise than the later years.

Fiscal Overview

The 2022-2026 Capital Improvement Program reflects a \$17,232,944 increase in project expenditures over last year's program due to large increases in the streets and water towers/storage categories. The streets category increased due to additional investment in annual programs such as the Annual PCC Street Patching Program and Annual Street Replacement Program and the addition of new projects, including the NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, NW Weigel Drive Asphalt Overlay – NW 18th Street to NW 36th Street and West 1st Street Widening and Improvements – Phase 2. The water towers/storage category increased due to growth in project costs for the Aquifer Storage and Recovery Well No. 1 Replacement.

Goals

The city council's goals provide policy guidance for the evaluation of capital improvement projects. These goals include:

- Upgrade essential infrastructure;
- Exercise financial discipline;
- Deliver exceptional service;
- Enhance quality of life;
- Strengthen community engagement;
- Ensure economic vitality; and
- Provide regional leadership.

In addition to these goals, The Ankeny Plan 2040 serves as the basis for many of the city's policy decisions related to a wide range of issues including capital projects. The Ankeny Plan 2040 community goals related to the 2022-2026 Capital Improvement Program include:

1. Provide infrastructure investments that correspond to the community's growth potential;

2. Ensure that development within Ankeny and on Ankeny's periphery demonstrates environmental responsibility and adheres to the city's long-term growth goals;
3. Assure that the transportation system is adequate to meeting future demands; and
4. Encourage the development of an interconnected system of parks, trails and civic parkways and maintain a high level of service for recreational facilities as new neighborhoods emerge.

Capital Improvement Program Process

The capital improvement program process includes the submittal of request forms that gather information about capital projects including information on the department, project type and purpose, funding sources, underlying studies, and reasons for the project's timing. This information is combined with other factors such as relevance to city council goals, method of financing and whether or not it is a new or replacement project.

The projects are then evaluated based on the information provided on the forms. The following criteria may be considered when evaluating capital projects:

- Meets legal mandates
- Reduces hazards and improves public safety
- Advances a council goal or priority
- Improves efficiency
- Maintains standards of service
- Supports economic development
- Improves services and convenience
- Affordability
- Improves the quality of life or aesthetic values

These criteria are used as general guidelines that help determine priorities among the capital project requests. Projects are then evaluated and presented to the city council for consideration based on priorities and financial guidelines.

Program Overview

For 2022-2026, the capital improvement program totals \$164,859,111. Of this total, 52% is identified for transportation projects, 38% for municipal utilities (water, sewer and storm water) projects, 4% for municipal buildings, 3% for parks and 3% for sidewalks/trails.

Capital spending authorizations by project category for the 2022-2026 Capital Improvement Program include:

Project Category	2022	2023	2024	2025	2026	Total
Bridge/Box Culvert	\$ 1,313,000	\$ 90,000	\$ 375,000	\$ 150,000	\$ 1,575,000	\$ 3,503,000
Municipal Buildings	240,000	670,000	500,000	4,900,000	-	6,310,000
Parks	1,965,000	950,000	1,265,000	385,000	960,000	5,525,000
Sanitary Sewers	3,646,551	4,051,810	2,446,100	1,304,560	2,148,350	13,597,371
Sidewalks/Trails	1,115,000	2,410,000	450,000	450,000	450,000	4,875,000
Storm Water	2,345,000	3,290,000	4,545,000	2,375,000	2,255,000	14,810,000
Streets	21,681,000	13,615,000	11,465,000	12,785,000	17,515,000	77,061,000
Traffic Control	1,205,000	1,275,000	1,130,000	1,000,000	1,000,000	5,610,000
Water Mains	5,108,655	5,153,885	3,688,000	2,177,330	2,089,870	18,217,740
Water Towers/Storage	7,500,000	7,450,000	400,000	-	-	15,350,000
Total	\$46,119,206	\$38,955,695	\$26,264,100	\$25,526,890	\$27,993,220	\$164,859,111

Financial Plan

The program represents a concerted effort to ensure that needed capital projects are in place in a timely manner to accommodate growth and development. Staff has worked to mitigate the impact that debt service requirements have on the debt service levy by careful review of the need for projects and the timing of these projects.

The financial plan presents a diversified approach to funding the 2022-2026 Capital Improvement Program with 67% coming from sources other than property taxes. The plan focuses on finding revenue sources from outside the community to lessen the burden on taxpayers and aggressively seeks partnerships for enhancing the city's infrastructure. The capital improvement program financial plan relies on regular general obligation debt with substantial reinvestment in infrastructure. Typically, any infrastructure reinvestment, such as street rehabilitation, is funded primarily by property taxes from the debt service levy.

Funding sources for the 2022-2026 Capital Improvement Program are shown in following chart:

Funding Sources	2022	2023	2024	2025	2026	Total
Capital Projects Fund	\$ 6,451,662	\$ 1,375,000	\$ 465,000	\$ 20,000	\$ 605,000	\$ 8,916,662
Capital Reserve Fund	50,000	250,000	500,000	4,900,000	-	5,700,000
Civic Trust Fund	950,000	565,000	880,000	-	575,000	2,970,000
County Contributions	-	100,000	-	-	-	100,000
FHWA/IDOT Grants	1,301,000	1,425,000	125,000	-	500,000	3,351,000
GO Bonds	9,931,000	10,160,000	10,607,500	11,092,500	12,960,000	54,751,000
GO Bonds – Storm Water	1,395,000	1,740,000	3,745,000	1,575,000	1,455,000	9,910,000
GO Bonds – TIF	7,337,000	1,310,000	600,000	2,050,000	7,025,000	18,322,000
General Fund	75,000	-	-	-	-	75,000
Hotel/Motel Tax Fund	200,000	40,000	532,500	187,500	-	960,000
IDNR/REAP Grants	200,000	-	-	-	-	200,000
MPO/STBG Grants	1,265,000	2,550,000	1,500,000	-	-	5,315,000
Other Grants	6,244,344	650,000	-	-	-	6,894,344
Park Dedication Fund	80,000	80,000	80,000	80,000	80,000	400,000
Private Contributions	1,648,000	-	-	-	-	1,648,000
Road Use Tax Fund	2,045,000	1,330,000	360,000	1,360,000	360,000	5,455,000
Sewer Fund	3,003,200	4,051,810	1,981,100	1,304,560	1,593,350	11,934,020
Storm Water Fund	700,000	750,000	800,000	800,000	800,000	3,850,000
Water Fund	115,000	600,000	560,000	600,000	600,000	2,475,000
Water Revenue Capital Loan Notes	3,128,000	11,978,885	3,528,000	1,557,330	1,439,870	21,632,085
Total	\$ 46,119,206	\$ 38,955,695	\$ 26,264,100	\$ 25,526,890	\$ 27,993,220	\$ 164,859,111

Property Taxes – specifically those collected through the City's debt service levy, are the largest source of revenue for the capital improvement program representing \$54,751,000, or 33%, of the overall financial plan. Property tax revenue is used to make principal and interest payments on general obligation debt issued by the City to pay for infrastructure projects.

There are six types of general obligation debt issued by the City, with all types backed by the full faith and credit of the City's taxing authority:

1. Regular general obligation debt—debt service levy
2. Water-abated general obligation debt—reimbursement received from water fund
3. Sewer-abated general obligation debt—reimbursement received from sewer fund
4. Storm water-abated general obligation debt—reimbursement received from storm water fund
5. Tax increment financing (TIF)-abated general obligation debt—reimbursement received from tax increment financing fund

6. Referendum approved general obligation debt—additional debt service levy authority for capital projects approved by a vote of a super-majority of voters

Grants – include opportunities outside the normal funding mechanisms to assist with the construction of infrastructure projects. These opportunities can include awards of federal and state grants, regional resources, or assistance from other governments. The proposed capital improvement program financial plan identifies \$15,760,344 to be received from grant awards or intergovernmental assistance, representing 10% of all revenue sources.

The projects most dependent upon grants and intergovernmental support are the Aquifer Storage and Recovery Well No. 1 Replacement, NE Delaware Avenue Reconstruction – NE 5th Street to NE 18th Street and West 1st Street Widening and Improvements – Phase 1. Staff has secured \$6.09 million, \$3 million and \$1.52 million, respectively for these three projects from the federal government, Iowa Department of Transportation (DOT) and Des Moines Area Metropolitan Planning Organization (MPO).

For 2022, staff has secured \$1.27 million from the Des Moines Area MPO and \$1.3 million from the Iowa DOT for the West 1st Street Widening and Improvements – Phase 1 and SE Crosswinds Drive/SE 77th Street Improvements – Phase 2 projects. In addition, \$6.09 million will be received from the federal government’s American Rescue Plan Act for the Aquifer Storage and Recovery Well No. 1 Replacement project.

Tax Increment Financing (TIF) – abatements represent 11% of the funding sources, or \$18,322,000. The West 1st Street Widening and Improvements – Phase 1, Uptown Parking Improvements and NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive projects are planned for construction in 2022. These projects are located within the Ankeny 1991 Urban Renewal Area and Ankeny Northeast Urban Renewal Area.

Municipal Utilities (Water, Sewer and Storm Water) – help support numerous infrastructure projects to ensure each utility can adequately provide service to Ankeny’s utility customers. Resources from the utility funds make up \$49,801,105 or 30% of the financial plan.

Projects within the annual utility programs for 2022 include:

- NW Northlawn Area utility improvements;
- Sanitary sewer spot repairs, manhole repairs and slip lining; and
- Storm water projects include the Diamond Hills Greenway stream repairs, NW 18th Street storm sewer intake improvements, West 1st Street basin structure repairs and SW Ankeny Road culvert repairs.

Major utility projects planned for 2022 construction include the Otter Creek Trunk Sewer – Phase 3, SE 3rd Street Trunk Sewer Extension, High Trestle Trail Channel Stabilization – Phase 1, SE 3rd Street Area Storm Sewer Improvements, High Trestle Trail Transmission Main – Phase 1 and Aquifer Storage and Recovery Well No. 1 Replacement.

Miscellaneous – totals \$26,224,662 or 16% of the 2022-2026 Capital Improvement Program. This includes capital project fund cash balances, capital reserve fund cash balances, civic trust fund contributions, county contributions, general fund cash balances, hotel/motel tax fund revenues, park dedication fund cash balances, private contributions and road use tax fund revenues.

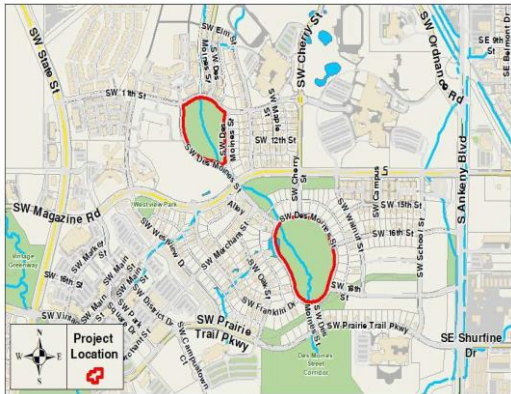
Conclusion

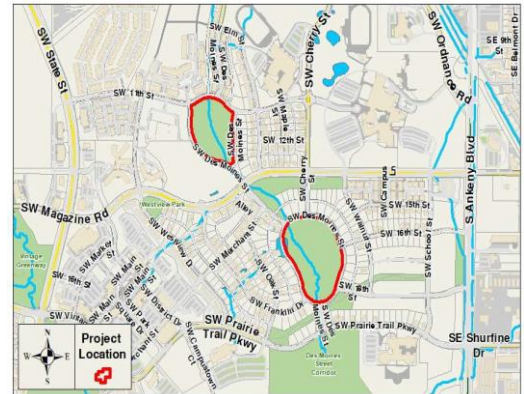
The 2022-2026 Capital Improvement Program represents the culmination of a systematic process employed by the city council and staff to develop a five-year program of infrastructure projects critical to the growth of the Ankeny community.

Projects proposed for completion from 2022 through 2026 will sustain existing infrastructure and support the expansion of new economic development opportunities. It is noted, however, that a significant number of projects will need to be considered in the future. With this in mind, the capital improvement program represents a balanced approach, making

prudent investments while targeting construction in areas essential to sustaining Ankeny's commitment to attracting businesses, managing growth, and expanding the quality of life.

Several significant capital projects are planned for the calendar year 2022 construction season as described here. For more information regarding the City's capital improvement program, please refer to the 2022-2026 *Capital Improvement Program* that is available on the City's website at www.ankenyiowa.gov/our-city/capital-improvement-program.

Des Moines Street Parks Development							
Department	Parks and Recreation						
Type	New Construction						
Useful Life	40 Years						
Category	Parks						
Council Goal	 Upgrade Essential Infrastructure  Enhance Quality of Life						
Description	The project includes the Des Moines Street Parks Development.						
Justification	The Des Moines Street Parks Master Plan was completed in 2019. The plan includes developing 50 acres into three community parks (north, middle and south) suitable for active park space, large storm water management corridors and passive natural areas. The desired park elements include picnic shelters, playgrounds, practice fields, basketball courts, trails and passive open space. 2022: Middle Park – grading and utility work 2023: Middle Park – construction (playground, shelter with single family restroom and park amenities) 2023: South Park – design 2024: South Park – construction (shelter, restrooms, basketball court, ballfields and park amenities) 2026: North Park and Trail Park – design and construction						
		2022	2023	2024	2025	2026	Total
Expenditures							
Engineering		\$ -	\$ 90,000	\$ -	\$ -	\$ 50,000	\$ 140,000
Construction		450,000	475,000	880,000	-	525,000	2,330,000
Total		\$ 450,000	\$ 565,000	\$ 880,000	\$ -	\$ 575,000	\$2,470,000
Funding Sources							
Civic Trust Fund		\$ 450,000	\$ 565,000	\$ 880,000	\$ -	\$ 575,000	\$2,470,000
Total		\$ 450,000	\$ 565,000	\$ 880,000	\$ -	\$ 575,000	\$2,470,000
Operating Costs							
Maintenance Costs		\$ -	\$ 1,500	\$ 3,200	\$ 3,200	\$ 7,500	\$ 15,400
Total		\$ -	\$ 1,500	\$ 3,200	\$ 3,200	\$ 7,500	\$ 15,400
Budget Impact	The maintained park space will include 20 active space acres and 30 natural acres.						



High Trestle Trail Experience Park

Department	Parks and Recreation	
Type	New Construction	
Useful Life	40 Years	
Category	Parks	
Council Goal	 Upgrade Essential Infrastructure  Enhance Quality of Life	
Description	The project includes improvements to the High Trestle Trail corridor, from the Albaugh Family Senior Community Center on West 1 st Street to the underpass under South Ankeny Boulevard. Improvements will include grading, importing soil, native plantings, 80+ trees, and installing lighting along this trail right-of-way. Grading will prepare the trail right-of-way for future public art projects, trail side paths/detours, and other interactive enhancements on both sides of the trail corridor from SW Cherry Street to South Ankeny Boulevard. The total impacted area will be approximately nine acres.	
Justification	This work began with the Bicycle Tourism and Economic Development Strategy. One component of this work was enhancing the trail corridor, which led to the creation of the High Trestle Trail Corridor Public Art Plan, and subsequently a specific vision for this area. The improvements associated with this request will begin to create a linear park on existing City-owned property in the center of Ankeny. These site-preparation improvements will enhance the trail with landscaping and lighting, but also set the stage for adding interactive enhancements strategically placed along the trail to create a unique experience for both residents and visitors and trail users and non-trail users to enjoy. Regional and federal grants will be pursued to support the enhancements after the grading and lighting is complete.	

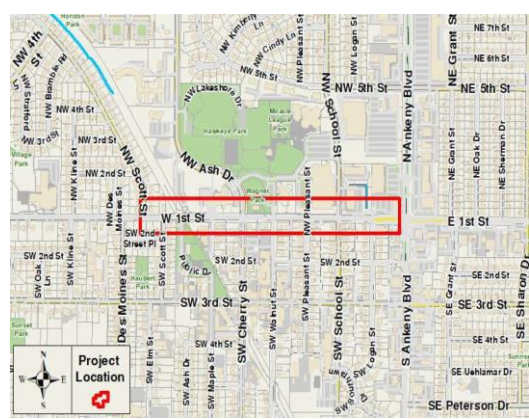
	2022	2023	2024	2025	2026	Total
Expenditures						
Engineering	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Construction	350,000	-	-	-	-	350,000
Total	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000
Funding Sources						
GO Bonds	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Hotel/Motel Tax Fund	200,000	-	-	-	-	200,000
Total	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000
Operating Costs						
Maintenance Costs	\$ 1,500	\$ 200	\$ 200	\$ 200	\$ 200	\$ 2,300
Utilities Costs	750	-	-	-	-	750
Total	\$ 2,250	\$ 200	\$ 200	\$ 200	\$ 200	\$ 3,050

Budget Impact	Operating impacts include ongoing park maintenance, including cleaning, trash removal, general maintenance of landscape and utility costs for lighting.
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SE 3rd Street Area Trunk Storm Sewer Improvements

Department	Municipal Utilities																																																																																				
Type	Improvement																																																																																				
Useful Life	40 Years																																																																																				
Category	Storm Water																																																																																				
Council Goal	 Upgrade Essential Infrastructure																																																																																				
Description	The project includes construction of storm sewer infrastructure improvements in underserved sections of the SE 3rd Street area, located south of East 1 st Street, north of SE Peterson Drive, east of South Ankeny Boulevard and west of SE Trilein Drive. The proposed storm sewer infrastructure improvements will include footing drain/sump collector lines, storm sewer pipe, intakes, utility accesses, and related pavement removal and replacement necessary to install a trunk storm sewer along SE 3rd Street from South Ankeny Boulevard to SE Trilein Drive.																																																																																				
Justification	The purpose of the project is to address areas that lack storm sewer infrastructure or have known capacity issues within the existing storm sewer network. The June 30, 2018 extreme flash flooding event and other high intensity rainfall events in the past several years have demonstrated the need for adding storm sewer infrastructure in this low-lying area with poorly-drained soils. Adding sump collector lines and storm sewer will help reduce drainage issues and minor flooding on public and private properties. The project’s proposed schedule includes design work in 2022 and construction in 2022 and 2023. The proposed storm sewer improvements on SE 3rd Street will need to be coordinated with the Municipal Utilities department’s proposed SE 3rd Street Trunk Sewer Extension, between South Ankeny Boulevard and SE Trilein Drive, and water main replacement along SE 3rd Street.																																																																																				
<table><tr><td></td><td>2022</td><td>2023</td><td>2024</td><td>2025</td><td>2026</td><td>Total</td></tr><tr><td>Expenditures</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Engineering</td><td>\$ 175,000</td><td>\$ 90,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 265,000</td></tr><tr><td>Construction</td><td>1,045,000</td><td>1,085,000</td><td>-</td><td>-</td><td>-</td><td>2,130,000</td></tr><tr><td>Total</td><td>\$1,220,000</td><td>\$1,175,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$2,395,000</td></tr><tr><td>Funding Sources</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>GO Bonds – Strom Water</td><td>\$ 820,000</td><td>\$ 775,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$1,595,000</td></tr><tr><td>Storm Water Fund</td><td>400,000</td><td>400,000</td><td>-</td><td>-</td><td>-</td><td>800,000</td></tr><tr><td>Total</td><td>\$1,220,000</td><td>\$1,175,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$2,395,000</td></tr><tr><td>Operating Costs</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Maintenance Costs</td><td>\$ -</td><td>\$ (1,000)</td><td>\$ (2,000)</td><td>\$ (2,000)</td><td>\$ (2,000)</td><td>\$ (7,000)</td></tr><tr><td>Total</td><td>\$ -</td><td>\$ (1,000)</td><td>\$ (2,000)</td><td>\$ (2,000)</td><td>\$ (2,000)</td><td>\$ (7,000)</td></tr></table>			2022	2023	2024	2025	2026	Total	Expenditures							Engineering	\$ 175,000	\$ 90,000	\$ -	\$ -	\$ -	\$ 265,000	Construction	1,045,000	1,085,000	-	-	-	2,130,000	Total	\$1,220,000	\$1,175,000	\$ -	\$ -	\$ -	\$2,395,000	Funding Sources							GO Bonds – Strom Water	\$ 820,000	\$ 775,000	\$ -	\$ -	\$ -	\$1,595,000	Storm Water Fund	400,000	400,000	-	-	-	800,000	Total	\$1,220,000	\$1,175,000	\$ -	\$ -	\$ -	\$2,395,000	Operating Costs							Maintenance Costs	\$ -	\$ (1,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (7,000)	Total	\$ -	\$ (1,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (7,000)
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Total	\$ -	\$ (1,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (7,000)																																																																															
Budget Impact	In the long term, adding new storm sewer infrastructure to the City’s storm water management system will reduce annual maintenance costs for the Public Works and Municipal Utilities departments. It should also reduce the amount of Storm Water staff time needed to address drainage issues and concerns in this area.																																																																																				

West 1st Street Widening and Improvements – Phase 1

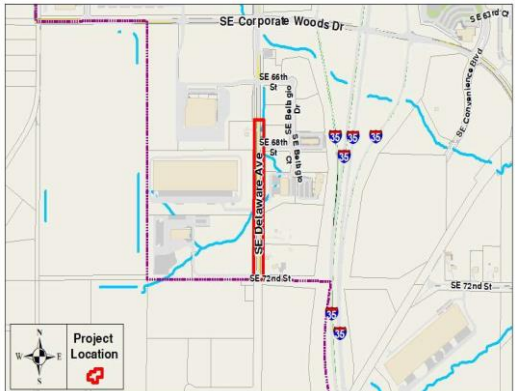
Department	Public Works
Type	Improvement
Useful Life	40 Years
Category	Streets
Council Goal	 Upgrade Essential Infrastructure
Description	The project includes the reconstruction of West 1 st Street from just east of SW Scott Street to just east of SW Logan Street. The existing four-lane street will be removed and replaced with a five-lane street that includes a center two-way left turn lane. Additional improvements include public utility improvements, replacement of the traffic signals at the NW Ash Drive/SW Cherry Street and NW/SW School Street intersections, a DART bus station turn-out lane and an 8’ wide sidewalk along the north side of the street.
Justification	The project will reconstruct West 1 st Street from just east of SW Scott Street to just east of SW Logan Street. The current undivided four-lane street is inefficient and unsafe, as left turning vehicles block the inside through traffic lanes. This results in traffic backups and increased accident potential along the corridor. West 1 st Street carries heavy daily traffic and the pavement requires regular patching and will approach the end of its useful life by 2020.
	

SE Crosswinds Drive/SE 77th Street Improvements – Phase 2

Department	Public Works						
Type	New Construction						
Useful Life	40 Years						
Category	Streets						
Council Goal	 Upgrade Essential Infrastructure						
Description	The project includes the construction of a new street and addition of a turn lane within Crosswinds Business Park. SE Crosswinds Drive will extend north from SE 90 th Street/County NE 54 th Avenue to SE 77 th Street that was constructed with Phase 1. A northbound left turn lane for SE Crosswinds Drive will be constructed on SE 90 th Street. An eastbound right turn lane will be constructed at the southwest corner of the intersection of SE Corporate Woods Drive and SE Four Mile Drive. Proposed improvements include two-lane PCC curb-and-gutter paving, storm sewers, sanitary sewers, water mains, sidewalk ramps, entrances, street lights, landscaping, surface restoration and associated roadway construction.						
Justification	Phase 2 is proposed at this time to continue to support and facilitate at least two new warehouse/manufacturing developments within the Crosswinds Business Park. The tax base and new jobs generated by these developments will be substantial. These street projects will be constructed in coordination with the adjacent developments with a portion of the street project costs to be funded by an Iowa Department of Transportation Revitalize Iowa’s Sound Economy (RISE) grant and the balance paid by developers.						
		2022	2023	2024	2025	2026	Total
Expenditures							
	Engineering	\$ 155,600	\$ -	\$ -	\$ -	\$ -	\$ 155,600
	Construction	2,428,400	-	-	-	-	2,428,400
	Total	\$2,584,000	\$ -	\$ -	\$ -	\$ -	\$2,584,000
Funding Sources							
	FHWA/IDOT Grants	\$1,051,000	\$ -	\$ -	\$ -	\$ -	\$1,051,000
	Private Contributions	1,533,000	-	-	-	-	1,533,000
	Total	\$2,584,000	\$ -	\$ -	\$ -	\$ -	\$2,584,000
Operating Costs							
	Maintenance Costs	\$ 1,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 11,000
	Utilities Costs	150	300	300	300	300	1,350
	Total	\$ 1,150	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 12,350
Budget Impact	Following construction, the added streets and utilities will be the responsibility of the City to maintain. The annual maintenance costs will be the responsibility of the Public Works and Municipal Utilities departments. The new street lights will result in additional utilities costs.						

NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard

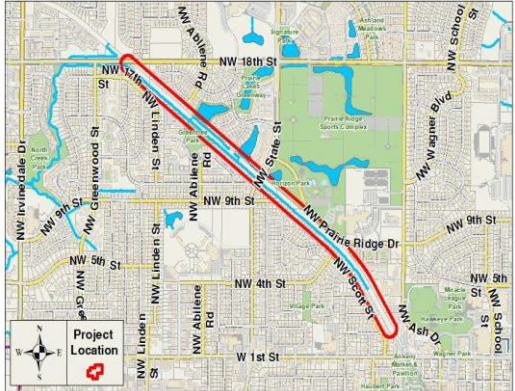
Department	Public Works	
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SE Delaware Avenue Widening							
Department	Public Works						
Type	Improvement						
Useful Life	40 Years						
Category	Streets						
Council Goal	 Upgrade Essential Infrastructure						
Description	The project includes pavement widening to add a lane along the west side of SE Delaware Avenue from the City limits north approximately 2,000 feet to where the existing asphalt street becomes concrete. The widening would create a three-lane section with a center two-way left turn lane (TWLTL). The project also includes milling the existing asphalt surface and a Hot Mix Asphalt (HMA) overlay to provide a uniform driving surface. Adding a 3-ft. wide HMA shoulder and 5-ft. wide granular shoulder, potential ditch relocations and/or pipe culvert installations along the west side of the street, and new pavement markings and symbols are also included in the project.						
Justification	This project will improve traffic mobility, safety and pavement conditions in a developing industrial and commercial area of the City. In 2022, Polk County is planning to widen County NE 22nd Street (SE Delaware Avenue) to a three-lane section with a center TWLTL and HMA overlay from County NE 54th Avenue north to the City limits (County NE 62nd Avenue). The City’s project plans will be combined with Polk County’s project for economy of scale and to better coordinate construction staging and traffic control between the two projects.						
		2022	2023	2024	2025	2026	Total
Expenditures							
	Engineering	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
	Construction	900,000	-	-	-	-	900,000
	Total	\$1,000,000	\$ -	\$ -	\$ -	\$ -	\$1,000,000
Funding Sources							
	GO Bonds	\$1,000,000	\$ -	\$ -	\$ -	\$ -	\$1,000,000
	Total	\$1,000,000	\$ -	\$ -	\$ -	\$ -	\$1,000,000
Operating Costs							
	Maintenance Costs	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
	Total	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Budget Impact	In the long term, the additional public street pavement on SE Delaware Avenue will increase maintenance costs for the City’s Public Works Department due to the additional winter maintenance and street sweeping that will be required.						

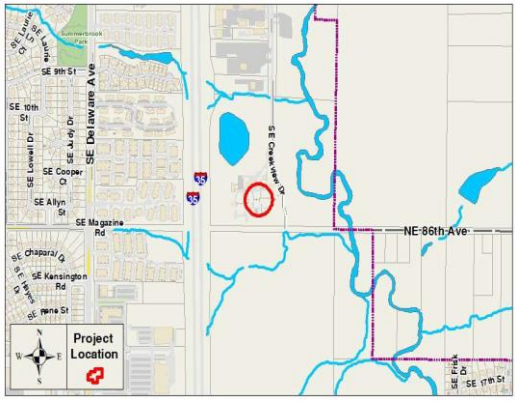
NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive

Department	Public Works																																																																																													
Type	Improvement																																																																																													
Useful Life	40 Years																																																																																													
Category	Streets																																																																																													
Council Goal		Upgrade Essential Infrastructure																																																																																												
Description	The project includes the design and construction of street, public utility and traffic signal infrastructure improvements on NE 36th Street, between Interstate 35 and NE Four Mile Drive, to provide capacity for future development.																																																																																													
Justification	The purpose of the project is to prepare for future mixed commercial, services, recreational, office, and residential development with the design of street, public utility, and traffic signal improvements on NE 36th Street, between Interstate 35 and NE Four Mile Drive. As a result of the traffic impact study, the design includes an urban section with sidewalk and public utilities similar to existing NE 36th Street west of Interstate 35. Two new traffic signals are anticipated at the NE 36th Street intersections with the southbound Interstate 35 ramps and the future NE Spectrum Drive. As part of the design process, an Interchange Operations Report (IOR) will be completed, as required by the Iowa DOT, to determine potential future modifications needed for the existing Interstate 35 and NE 36th Street interchange to provide additional capacity.																																																																																													
			<table><tr><td></td><td>2022</td><td>2023</td><td>2024</td><td>2025</td><td>2026</td><td>Total</td></tr><tr><td>Expenditures</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Engineering</td><td>\$1,072,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$1,072,000</td></tr><tr><td>Construction</td><td>4,500,000</td><td>-</td><td>-</td><td>-</td><td>-</td><td>4,500,000</td></tr><tr><td>Land/ROW Acquisition</td><td>100,000</td><td>-</td><td>-</td><td>-</td><td>-</td><td>100,000</td></tr><tr><td>Total</td><td>\$5,672,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$5,672,000</td></tr><tr><td>Funding Sources</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>GO Bonds – TIF</td><td>\$5,672,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$5,672,000</td></tr><tr><td>Total</td><td>\$5,672,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$5,672,000</td></tr><tr><td>Operating Costs</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Maintenance Costs</td><td>\$ -</td><td>\$ 1,500</td><td>\$ 1,500</td><td>\$ 1,500</td><td>\$ 1,500</td><td>\$ 6,000</td></tr><tr><td>Utilities Costs</td><td>-</td><td>3,500</td><td>3,500</td><td>3,500</td><td>3,500</td><td>14,000</td></tr><tr><td>Total</td><td>\$ -</td><td>\$ 5,000</td><td>\$ 5,000</td><td>\$ 5,000</td><td>\$ 5,000</td><td>\$ 20,000</td></tr></table>		2022	2023	2024	2025	2026	Total	Expenditures							Engineering	\$1,072,000	\$ -	\$ -	\$ -	\$ -	\$1,072,000	Construction	4,500,000	-	-	-	-	4,500,000	Land/ROW Acquisition	100,000	-	-	-	-	100,000	Total	\$5,672,000	\$ -	\$ -	\$ -	\$ -	\$5,672,000	Funding Sources							GO Bonds – TIF	\$5,672,000	\$ -	\$ -	\$ -	\$ -	\$5,672,000	Total	\$5,672,000	\$ -	\$ -	\$ -	\$ -	\$5,672,000	Operating Costs							Maintenance Costs	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 6,000	Utilities Costs	-	3,500	3,500	3,500	3,500	14,000	Total	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 20,000
	2022	2023	2024	2025	2026	Total																																																																																								
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Total	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 20,000																																																																																								
Budget Impact	The additional public street pavement will increase maintenance costs for the City due to the additional winter maintenance and sweet sweeping that will be required. In the long-term, replacing the existing street will reduce annual maintenance costs for the City because the Public Works Department will not have to do patching and/or crack and joint sealing on the existing pavement. The traffic signals, fiber optic interconnect and public utility infrastructure will add annual maintenance costs for the City’s Public Works and Municipal Utilities departments. The new traffic signals and street lighting will result in additional utility costs for the City.																																																																																													

High Trestle Trail Transmission Main – Phase 1

Department	Municipal Utilities																																																																														
Type	New Construction																																																																														
Useful Life	40 Years																																																																														
Category	Water Mains																																																																														
Council Goal	 Upgrade Essential Infrastructure																																																																														
Description	The project includes the installation of approximately 4,900 lineal feet of 24” transmission water main along the High Trestle Trail and abandoned railroad grade from the Ash Water Tower north to NW State Street. This will be the first of a two phased project to complete the 24” water main loop to the NW Booster Station. This project will be coordinated with a storm water project in the same area.																																																																														
Justification	The purpose of this project is to improve the performance and operation of our overall water system by allowing the southwest and east pressure zones to be combined into one zone. This transmission main will allow the NW Booster Station to draw suction supply water from both water towers as needed once both phases are complete. This will supply the booster station with adequate water for full build out of the area in the northwest quadrant of Ankeny.																																																																														
		<table><tr><th></th><th>2022</th><th>2023</th><th>2024</th><th>2025</th><th>2026</th><th>Total</th></tr><tr><td>Expenditures</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Engineering</td><td>\$ 175,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 175,000</td></tr><tr><td>Construction</td><td>2,190,000</td><td>-</td><td>-</td><td>-</td><td>-</td><td>2,190,000</td></tr><tr><td>Total</td><td>\$2,365,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$2,365,000</td></tr><tr><td>Funding Sources</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Water Revenue Capital Loan Notes</td><td>\$2,365,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$2,365,000</td></tr><tr><td>Total</td><td>\$2,365,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$2,365,000</td></tr><tr><td>Operating Costs</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Utilities Costs</td><td>\$ 4,200</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 4,200</td></tr><tr><td>Total</td><td>\$ 4,200</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 4,200</td></tr></table>		2022	2023	2024	2025	2026	Total	Expenditures							Engineering	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000	Construction	2,190,000	-	-	-	-	2,190,000	Total	\$2,365,000	\$ -	\$ -	\$ -	\$ -	\$2,365,000	Funding Sources							Water Revenue Capital Loan Notes	\$2,365,000	\$ -	\$ -	\$ -	\$ -	\$2,365,000	Total	\$2,365,000	\$ -	\$ -	\$ -	\$ -	\$2,365,000	Operating Costs							Utilities Costs	\$ 4,200	\$ -	\$ -	\$ -	\$ -	\$ 4,200	Total	\$ 4,200	\$ -	\$ -	\$ -	\$ -	\$ 4,200
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Total	\$ 4,200	\$ -	\$ -	\$ -	\$ -	\$ 4,200																																																																									
Budget Impact	It will require approximately 1,400,000 gallons of water to fill and flush the new transmission main.																																																																														

Aquifer Storage and Recovery Well No. 1 Replacement

Department	Municipal Utilities																																																																																												
Type	Replacement																																																																																												
Useful Life	40 Years																																																																																												
Category	Water Towers/Storage																																																																																												
Council Goal	 Upgrade Essential Infrastructure																																																																																												
Description	The project includes the construction of a new Aquifer Storage and Recovery (ASR) Well at the existing wastewater treatment plant. The new ASR Well will have a capacity of 2.0 MGD with the option to increase to 3.0 MGD in the future.																																																																																												
Justification	The purpose of this project is to replace the existing ASR Well No. 1 on SW Elm Street. The existing ASR Well No. 1 is reaching the end of its useful life and additional supply capacity is needed to meet high-water demand periods.																																																																																												
		<table><tr><th></th><th>2022</th><th>2023</th><th>2024</th><th>2025</th><th>2026</th><th>Total</th></tr><tr><td>Expenditures</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Engineering</td><td>\$ 400,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 400,000</td></tr><tr><td>Construction</td><td>6,250,000</td><td>-</td><td>-</td><td>-</td><td>-</td><td>6,250,000</td></tr><tr><td>Land/ROW Acquisition</td><td>500,000</td><td>-</td><td>-</td><td>-</td><td>-</td><td>500,000</td></tr><tr><td>Total</td><td>\$7,150,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$7,150,000</td></tr><tr><td>Funding Sources</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Capital Project Fund</td><td>\$1,055,656</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$1,055,656</td></tr><tr><td>Other Grants</td><td>6,094,344</td><td></td><td></td><td></td><td></td><td>6,094,344</td></tr><tr><td>Total</td><td>\$7,150,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$7,150,000</td></tr><tr><td>Operating Costs</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Utilities Costs</td><td>\$ 175,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 175,000</td></tr><tr><td>Total</td><td>\$ 175,000</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 175,000</td></tr></table>		2022	2023	2024	2025	2026	Total	Expenditures							Engineering	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	Construction	6,250,000	-	-	-	-	6,250,000	Land/ROW Acquisition	500,000	-	-	-	-	500,000	Total	\$7,150,000	\$ -	\$ -	\$ -	\$ -	\$7,150,000	Funding Sources							Capital Project Fund	\$1,055,656	\$ -	\$ -	\$ -	\$ -	\$1,055,656	Other Grants	6,094,344					6,094,344	Total	\$7,150,000	\$ -	\$ -	\$ -	\$ -	\$7,150,000	Operating Costs							Utilities Costs	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000	Total	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000
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Total	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000																																																																																							
Budget Impact	The O&M costs should remain near current levels as this is a replacement of an existing facility. It is anticipated that 50,000,000 gallons of water will be used during the testing phase and lab fees will be required to satisfy Iowa DNR and Federal EPA requirements.																																																																																												

Capital Projects Fund

Description of the Fund

The fund accounts for the collection and disbursement of funds related to capital improvements or significant capital equipment.

The five-year capital improvement program is prepared on a calendar year basis to better coincide with the construction season. The project costs are then allocated to a fiscal year according to the planned project timing and the first year is adopted as the capital budget in the business type activities/enterprise and capital projects funds. The remaining years within the capital improvement program serve as a guide for future planning and are subject to annual review and modification.

Capital Expenditure – The purchase of equipment or the improvement of land or buildings that is greater than \$5,000, is not an ordinary repair or maintenance expenditure and has a useful life of three years or more. A capital improvement is budgeted in the capital projects fund if it is greater than \$50,000 and has a useful life of ten years or more and if funded through general obligation bonds.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Budgeted revenues for fiscal year 2023 are \$14,789,858 of which \$50,000 is expected from interest income, \$2,138,358 from intergovernmental revenues, \$941,500 from private contributions and \$11,660,000 from bond proceeds. In addition, transfers in total \$2,040,000 as detailed in the table below.

From	Amount
Hotel/Motel Tax Fund	\$ 65,000
Road Use Tax Fund	1,330,000
Park Dedication Fund	80,000
Civic Trust Fund	565,000
Total Transfers In	\$ 2,040,000

Budgeted expenditures total \$25,152,561, including contractual services budgeted at \$170,000 and capital outlay at \$24,982,561. Capital outlay expenditures are detailed by category on the Capital Outlay Summary.

Estimated Ending Fund Balance

The estimated ending fund balance of the capital projects fund is \$23,526,534, a decrease of \$8,604,303 or 26.78%. The fund balance fluctuates based on the size of the capital improvement program and the timing of capital expenditures.

Looking Ahead to Fiscal Year 2024 and Beyond

The five-year capital improvement program calls for the annual issuance of both general obligation bonds and water revenue capital loan notes. All sewer project funding is anticipated to come from operating revenues.

Capital Projects Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 58,566,487	\$ 68,492,059	\$ 46,560,787	\$ 39,276,736	\$ 41,188,467	\$ 32,130,837	\$ 23,526,534
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	241,291	916,924	268,387	270,000	220,000	50,000	100,000
Intergovernmental	2,772,485	1,575,846	4,218,670	6,282,620	5,976,934	2,138,358	3,975,000
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	393,906	390,291	1,530,011	2,008,690	1,753,299	941,500	100,000
Other Financing Sources	28,964,113	15,354,229	12,122,436	20,011,000	17,520,000	11,660,000	11,425,000
Total Revenues	\$ 32,371,795	\$ 18,237,290	\$ 18,139,504	\$ 28,572,310	\$ 25,470,233	\$ 14,789,858	\$ 15,600,000
Transfers In	10,403,899	9,688,803	4,475,711	6,288,000	3,405,000	2,040,000	1,586,250
Funds Available	\$ 101,342,181	\$ 96,418,152	\$ 69,176,002	\$ 74,137,046	\$ 70,063,700	\$ 48,960,695	\$ 40,712,784
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	120,065	163,554	101,481	170,000	170,000	170,000	170,000
Commodities	-	-	-	-	-	-	-
Capital Outlay	32,730,057	39,370,540	27,886,054	37,587,069	37,762,863	24,982,561	17,067,500
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 32,850,122	\$ 39,534,094	\$ 27,987,535	\$ 37,757,069	\$ 37,932,863	\$ 25,152,561	\$ 17,237,500
Transfers Out	-	352,445	-	175,000	-	281,600	-
Ending Balance, June 30	\$ 68,492,059	\$ 56,531,613	\$ 41,188,467	\$ 36,204,977	\$ 32,130,837	\$ 23,526,534	\$ 23,475,284

The cash balance at July 1, 2020, has been restated to transfer capital outlay from the capital projects fund to the respective business type activities/enterprise funds to better align with Generally Accepted Accounting Standards.

Capital Outlay Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Bridge/Box Culvert							
NE Delaware Avenue Pedestrian Bridge and Sidewalk	\$ 537,830	\$ 339,401	\$ 10,459	\$ -	\$ -	\$ -	\$ -
NE 54th Street Bridge Replacement and Trail Connection	478,443	992,121	68,551	-	4,966	-	-
NE Four Mile Drive RCB Culvert – Deer Creek	10,777	-	33,134	520,500	798,334	536,500	-
SE Frisk Drive RCB Culvert for Four Mile Creek	-	-	-	-	-	-	162,500
NE Frisk Drive Bridge over Deer Creek	-	-	-	-	-	45,000	45,000
NE 18 th Street Bridge over Interstate 35	-	-	-	-	-	-	25,000
Total Bridge/Box Culvert	\$ 1,027,050	\$ 1,331,522	\$ 112,144	\$ 520,500	\$ 803,300	\$ 581,500	\$ 232,500
Prairie Trail							
SW Vintage Parkway – SW Irvinedale Drive to SW Magazine Road	\$ 2,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SW Plaza Parkway and SW College Avenue Extension	964,946	152,148	65,852	-	-	-	-
The District at Prairie Trail – Parking Lot and SW Merchant Street Extension	175	-	-	-	-	-	-
SW Prairie Trail Parkway – FFA Enrichment Center to SW School Street	205,683	6,972	-	-	-	-	-
The District at Prairie Trail – SW District Drive and SW Merchant Street	203,846	-	-	-	-	-	-
SW Des Moines Street – SW Prairie Trail Parkway to SW Magazine Road	420,269	2,973,166	448,258	-	201,522	-	-
SW Plaza Parkway and SW College Avenue Detention Basins	2,010	-	-	-	-	-	-
The District at Prairie Trail – SW Market Street	782,650	70,676	-	-	-	-	-
SW Prairie Trail Parkway Sidewalk Improvements	66,215	-	-	-	-	-	-
SW State Street and SW Magazine Road Intersection Improvements	375,456	-	-	-	-	-	-
SW Des Moines Street – SW Magazine Road to SW 11th Street	-	1,812,419	1,084,828	-	-	-	-
Total Prairie Trail	\$ 3,023,500	\$ 5,015,381	\$ 1,598,938	\$ -	\$ 201,522	\$ -	\$ -
Municipal Buildings							
Fire Station No. 3	\$ 1,189,278	\$ 57,852	\$ -	\$ -	\$ -	\$ -	\$ -
Ankeny Kirkendall Public Library	10,099,554	5,976,305	758,527	-	1,950	-	-
Ankeny Public Services Library Remodel	52,679	1,472,143	2,961,082	-	440,875	-	-
Park Maintenance Facility Renovations	-	112,104	831,257	357,500	745,653	-	-
Community Entrance Signs	288,415	1,299	-	-	-	25,000	-
Senior Community Center	6,800	488,822	4,394,662	2,089,402	2,535,015	-	-
HVAC Replacement – City Hall	-	-	428,611	280,000	265,302	-	-
Art Center Foundation Repairs	-	27,126	118,342	-	-	-	-
City Hall Council Chambers Renovation	-	155,412	214,738	-	53,992	-	-
Fire Station No. 4	-	-	-	145,000	5,000	145,000	250,000
Lakeside Center Repurposing	-	-	-	3,750	25,000	142,500	132,500

Capital Projects Fund

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Public Works Winter Operations	-	-	-	22,500	5,000	245,000	210,000
Satellite Facility	-	-	-	-	-	-	-
Total Municipal Buildings	\$ 11,636,726	\$ 8,291,063	\$ 9,707,219	\$ 2,898,152	\$ 4,077,787	\$ 557,500	\$ 592,500
Operating/Construction Equipment							
Fire Apparatus Replacement Program	\$ 113,740	\$ 8,101	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating/Construction Equipment	\$ 113,740	\$ 8,101	\$ -	\$ -	\$ -	\$ -	\$ -
Parks							
Ankeny Market and Pavilion – Parking Lot and Restroom	\$ 4,622	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Land Acquisition	-	1,250	85	-	2	-	-
Annual Park Development Program	393,626	82,908	692,187	437,500	771,020	385,000	385,000
Prairie Ridge Sports Complex – Field Lighting	72,681	-	-	-	-	-	-
Ankeny Market and Pavilion	54,403	12,000	2,676	-	7,672	-	-
Hawkeye Park Sports Complex – Field Lighting	268,818	5,961	-	-	-	-	-
Miracle Field	2,727	-	-	-	80,000	7,500	-
Prairie Ridge Sports Complex – Drainage Improvements	81,431	1,691	79,306	-	4,416	-	-
Prairie Ridge Sports Complex – Tee Ball Field	-	5,166	165,842	-	-	-	-
Parks Renovation Plan	277,187	276,470	87,193	132,500	212,604	-	-
High Trestle Trail Trailhead and Parking Lot	-	-	33,950	178,000	239,228	-	-
Otter Creek Golf Course Patio Addition	53,945	8,078	-	-	-	-	-
Des Moines Street Corridor Parks Master Plan	-	40,000	-	-	-	-	-
Dog Park Parking Lot Expansion	-	11,545	76,377	-	-	-	-
Signature Park	-	-	-	2,000,000	7,000	-	-
Ankeny Kirkendall Public Library Playground	-	-	203,587	-	11,336	-	-
High Trestle Trail Trailhead Restroom and Amenities	-	-	27,500	125,000	247,500	-	-
Des Moines Street Parks Development	-	-	-	265,000	273,500	552,500	677,500
Prairie Ridge Sports Complex – Softball Bleacher Canopies	-	-	-	-	-	150,000	-
High Trestle Trail Experience Park	-	-	-	-	225,000	175,000	-
Cherry Glen Ballfield	-	-	-	-	275,000	225,000	-
Total Parks	\$ 1,209,440	\$ 445,069	\$ 1,368,703	\$ 3,138,000	\$ 2,354,278	\$ 1,495,000	\$ 1,062,500
Sanitary Sewers							
Annual Sanitary Sewer Replacement Program	\$ 433,217	\$ 1,516,399	\$ -	\$ 930,000	\$ -	\$ -	\$ -
Otter Creek Trunk Sewer – Phase 3	-	-	-	1,085,000	-	-	-
Deer Creek Trunk Sewer	128,553	1,984,162	-	-	-	-	-
SE Delaware Avenue Bank Stabilization	210,755	-	-	-	-	-	-
Sanitary Sewer Study and Master Plan	210,422	31,657	-	-	-	-	-
Sanitary Sewer Repairs	-	315	-	-	-	-	-
SE 3 rd Street Trunk Sewer Extension	-	-	-	929,500	-	-	-
West Outfall Basin Sanitary Sewer Improvements	-	-	-	607,500	-	-	-
Total Sanitary Sewers	\$ 982,947	\$ 3,532,533	\$ -	\$ 3,552,000	\$ -	\$ -	\$ -

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Sidewalks/Trails							
Street and Sidewalk Oversizing	\$ 27,180	\$ 58,827	\$ 87,247	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000
Annual Sidewalk/Trail Construction Program	258,150	398,164	426,535	262,500	405,168	400,000	400,000
High Trestle Trail Extension – SW Ordinance Road to SE Oralabor Road	83,762	991,931	1,771,797	1,375,000	2,246,738	1,219,110	-
Oralabor Gateway Trail – SW State Street Grade-Separated Crossing	-	-	-	105,000	148,500	1,035,000	937,500
Rock Creek Trail and Native Plantings	-	-	-	-	205,000	175,000	-
Clover Ridge Trail	-	-	-	-	-	42,500	42,500
Total Sidewalks/Trails	\$ 369,092	\$ 1,448,922	\$ 2,285,579	\$ 1,817,500	\$ 3,055,406	\$ 2,921,610	\$ 1,430,000
Storm Water							
Annual Storm Sewer Replacement Program	\$ 362,233	\$ 130,799	\$ -	\$ 297,500	\$ -	\$ -	\$ -
Storm Water Management Study and Master Plan	224,414	27,686	-	-	-	-	-
Tradition Detention Basin and Channel Improvements	5,373	1,900	-	-	-	-	-
SE Peterson Drive and SE Trilein Drive Storm Sewer	484,474	-	-	-	-	-	-
Wildflower Detention Basin Improvements	-	71,973	-	-	-	-	-
Tradition Park Detention Basin Flood Repair	56,325	448,605	-	-	-	-	-
North Creek Channel Flood Repair	10,716	344,911	-	-	-	-	-
Westwinds Channel Flood Repair	16,345	308,434	-	-	-	-	-
High Trestle Trail Channel Stabilization – Phase 1	-	-	-	667,500	-	-	-
High Trestle Trail Channel Stabilization – Phase 2	-	-	-	107,500	-	-	-
Tributary to Four Mile Creek Stabilization	-	-	-	30,000	-	-	-
SE 3 rd Street Area Trunk Storm Sewer Improvements	-	9,155	-	517,500	-	-	-
Total Storm Water	\$ 1,159,880	\$ 1,343,463	\$ -	\$ 1,620,000	\$ -	\$ -	\$ -
Streets							
I-35 Widening – East 1 st Street to NE 36 th Street	\$ 82,576	\$ 33,287	\$ -	\$ -	\$ 4,518	\$ -	\$ -
Uptown Revitalization	-	6,929	-	-	-	-	-
SW State Street Median Study	2,274	24,808	1,901	-	-	-	-
Annual PCC Street Patching Program	636,573	878,136	792,557	1,075,000	1,489,014	1,055,000	1,330,000
Annual Asphalt Street Resurfacing Program	59,471	140,535	264,766	197,500	215,235	320,000	300,000
Annual Pavement Preservation Program	243,947	224,262	147,305	250,000	520,583	175,000	375,000
Annual Street Replacement Program	221,133	684,680	1,447,643	925,000	1,591,785	1,350,000	1,275,000
SE Creekview Drive Drainage and Paving Improvements	994,326	1,085,559	9,330	-	-	-	-
NE 36 th Street Reconstruction	299,408	29,853	-	-	-	-	-
East 1 st Street and I-35 Interchange Reconstruction	163,906	293,279	469,754	1,716,667	1,803,233	666,667	-
SW Irvinedale Drive Reconstruction	1,100	-	-	-	-	-	-
SE Oralabor Road and SE Delaware Avenue Intersection	183,808	1,408,523	-	-	-	-	-

Capital Projects Fund

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
NW Irvinedale Drive and NW 5 th Street Intersection Improvements	2,439,737	347,562	-	-	-	-	-
NE Delaware Avenue Reconstruction – NE 5th Street to NE 18th Street	-	-	-	575,000	537,500	2,387,500	4,650,000
Ankeny Boulevard and 1st Street Intersection Improvements	896,361	53,472	-	-	-	-	-
South Ankeny Boulevard and SE Shurfine Drive/SW Prairie Trail Parkway Intersection	793,916	2,949,075	456,698	-	3,411	-	-
NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive	-	91,513	848,886	3,012,500	4,512,785	-	-
SW Oralabor Road and SW Irvinedale Drive Intersection Improvements	-	-	-	-	-	-	50,000
West 1st Street Widening and Improvements – Phase 1 & 2	344,144	623,012	1,038,676	3,425,000	4,215,194	1,591,172	250,000
North Ankeny Boulevard Landscaping and Median Improvements	-	22,192	63,337	30,000	87,916	40,000	635,000
NW 36 th Street Reconstruction – NW Irvinedale Drive to NW Abilene Road	-	-	-	-	-	-	75,000
Prairie Ridge Sports Complex – Parking Lot Access Improvements	-	-	1,720	350,000	34,220	-	-
South Ankeny Boulevard and SW Oralabor Road Safety Studies	32,689	24,191	13,341	-	-	-	-
SE Hulsizer Road Realignment	33,152	1,057,032	2,087,309	-	191,460	-	-
SW Oralabor Road and DMACC Boulevard Intersection	-	-	260,000	-	-	-	-
SE Convenience Boulevard Extension	846,246	71,944	6,882	-	-	-	-
Ankeny Boulevard and 1st Street Landscaping Improvements	11,866	66,492	6,848	-	-	-	-
SE Four Mile Drive Asphalt Overlay	-	238,793	-	-	-	-	-
North Ankeny Boulevard and NE Georgetown Boulevard Intersection	104,126	667,398	-	-	-	-	-
NW 36 th Street Asphalt Overlay – NW Weigel Drive to NW Irvinedale Drive	-	-	-	-	-	-	45,000
SW State Street Reconstruction – SW Ordinance Road to West 1 st Street (Northbound Lanes)	-	154,831	1,421,638	-	2,484	-	-
SW Oralabor Road and SW Edgewood Lane Intersection Improvements	-	-	-	-	-	100,000	75,000
South Ankeny Boulevard and SW Magazine Road Safety Improvements	546	17,445	81,077	235,000	537,855	-	-
SE Crosswinds Drive/SE 77th Street Improvements – Phase 1 & 2	111,587	987,008	1,196,326	1,290,000	1,332,669	1,292,000	-
West 1 st Street Joint Utility Trench	-	314,710	636,259	-	-	-	-
NW 26 th Street Widening	-	-	-	250,000	250,000	-	-
NW 36 th Street and NW State Street Interim Improvements	-	-	18,420	257,500	484,030	387,500	-
NW 18th Street Reconstruction – NW Ash Drive to North Ankeny Boulevard	-	-	-	100,000	231,735	1,500,000	1,425,000
NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard	-	-	122,535	2,112,500	2,631,263	2,247,112	-

Capital Projects Fund

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
SE Delaware Avenue Widening	-	-	20,561	487,500	617,984	500,000	-
SE Delaware Avenue and SE Corporate Woods Drive Intersection Improvements	-	3,062	232,237	275,000	381,816	-	-
SW Oralabor Road and SW State Street Safety Improvements	-	-	17,423	167,500	65,549	1,192,500	1,055,000
West 1st Street Temporary Traffic Signals	-	40,478	221,611	-	-	-	-
SW State Street Reconstruction – SW Ordinance Road to West 1 st Street (Southbound Lanes)	-	-	-	37,500	37,500	750,000	712,500
NE 18 th Street Asphalt Overlay – NE Meadow View Court to County NE 38 th Street	-	-	-	150,000	142,621	-	-
NW Irvinedale Drive and NW 18 th Street Intersection Improvements	-	-	-	-	-	37,500	212,500
South Ankeny Boulevard and SE Oralabor Road Safety Improvements	-	-	-	-	-	-	25,000
Uptown Parking Improvements	-	-	-	175,000	105,000	75,000	-
NE 36 th Street Reconstruction – Interstate 35 to NE Four Mile Drive	-	-	17,924	-	3,240,375	2,500,000	-
NW Weigel Drive Asphalt Overlay – NW 18 th Street to NW 36 th Street	-	-	-	-	-	-	62,500
Total Streets	\$ 8,502,892	\$ 12,540,061	\$ 11,902,964	\$ 17,094,167	\$ 25,267,735	\$ 18,166,951	\$ 12,552,500
Traffic Control							
Traffic Timing Study	\$ 69,136	\$ 14,635	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Traffic Signal Improvement Program	558,286	1,413,827	910,507	1,095,000	1,927,835	1,160,000	1,147,500
Interstate 35 and SE Corporate Woods Drive Interchange Justification Report	-	-	-	-	-	50,000	50,000
Elementary Schools Walkability Improvements	-	-	-	-	75,000	50,000	-
Total Traffic Control	\$ 627,422	\$ 1,428,462	\$ 910,507	\$ 1,095,000	\$ 2,002,835	\$ 1,260,000	\$ 1,197,500
Water Mains							
Annual Water Main Replacement Program	\$ 396,218	\$ 645,078	\$ -	\$ 775,000	\$ -	\$ -	\$ -
Ash Tower Transmission Main	452,087	2,394	-	-	-	-	-
NW Booster Station	2,139,913	182,067	-	-	-	-	-
High Trestle Trail Transmission Main – Phase 1	-	-	-	640,000	-	-	-
SE Magazine Road Water Main Improvements	60	499,419	-	-	-	-	-
Irvinedale Drive Transmission Main – Phase 1	301,804	1,343,661	-	-	-	-	-
NW State Street Water Main Improvements – Phase 1	-	5,978	-	-	-	-	-
Irvinedale Drive Transmission Main – Phase 2	47,959	972,334	-	-	-	-	-
Irvinedale Drive Transmission Main – Phase 3	-	12,820	-	944,000	-	-	-
South Ankeny Boulevard Transmission Main	-	-	-	105,000	-	-	-
Trestle Ridge Estate 24" Water Main	279,250	-	-	-	-	-	-
NW Irvinedale Drive Water Main Improvements	-	180,271	-	-	-	-	-
NW 36 th Street and NW Weigel Drive Water Main Loop	-	19,406	-	737,750	-	-	-
High Trestle Trail Transmission Main – Phase 2	-	-	-	100,000	-	-	-

Capital Projects Fund

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Total Water Mains	\$ 3,617,291	\$ 3,863,428	\$ -	\$ 3,301,750	\$ -	\$ -	\$ -
Water Towers/Storage							
Ash Water Tower Repair and Repaint	\$ 170,109	\$ 8,250	\$ -	\$ -	\$ -	\$ -	\$ -
Aquifer Storage and Recovery Well No. 1 Replacement	-	-	-	2,400,000	-	-	-
Concept and Site Study for Future NW Water Tower	289,968	48	-	-	-	-	-
SW Water Tower Interior Repaint	-	114,237	-	-	-	-	-
Northwest Water Tower	-	-	-	150,000	-	-	-
Total Water Towers/Storage	\$ 460,077	\$ 122,535	\$ -	\$ 2,550,000	\$ -	\$ -	\$ -
Total	\$ 32,730,057	\$ 39,370,540	\$ 27,886,054	\$ 37,587,069	\$ 37,762,863	\$ 24,982,561	\$ 17,067,500

Capital Budget Impact on Operating Budget

Although the City prepares the capital budget separate from the operating budget, the two budgets are linked. These links include ongoing operating, maintenance and repair costs associated with new or renovated facilities and infrastructure. Occasionally, capital improvement program projects also necessitate the addition of new personnel required to staff or maintain new facilities. On the other hand, capital improvement program projects may produce new revenues in the form of fees paid for the use of new or renovated facilities or they may produce operational savings from efficiencies gained as a result.

The fiscal year 2023 operating costs shown below are incorporated in the City's adopted operating budget. In addition to current year operating budget impacts, future operating costs associated with current and planned projects are identified in the capital budget process to aid in long-range planning.

Project	2022-23 Capital Budget	Personnel Costs	Maintenance Costs	Utilities Costs	Total Operating Cost
NE Four Mile Drive RCB Culvert – Deer Creek	\$ 536,500	\$ -	\$ -	\$ -	\$ -
NE Frisk Drive Bridge over Deer Creek	45,000	-	-	-	-
Community Entrance Signs	25,000	-	-	-	-
Fire Station No. 4	145,000	-	-	-	-
Lakeside Center Repurposing	142,500	-	-	-	-
Public Works Winter Operations Satellite Facility	245,000	-	-	-	-
Annual Park Development Program	385,000	-	1,500	-	1,500
Miracle Field	7,500	-	-	-	-
Des Moines Street Parks Development	552,500	-	1,500	-	1,500
Prairie Ridge Sports Complex – Softball Bleacher Canopies	150,000	-	-	-	-
High Trestle Trail Experience Park	175,000	-	200	-	200
Cherry Glen Ballfield	225,000	-	3,000	-	3,000
Street and Sidewalk Oversizing	50,000	-	-	-	-
Annual Sidewalk/Trail Construction Program	400,000	-	2,600	-	2,600
High Trestle Trail Extension – SW Ordinance Road to SE Oralabor Road	1,219,110	-	-	-	-
Oralabor Gateway Trail – SW State Street Grade-Separated Crossing	1,035,000	-	-	-	-
Rock Creek Trail and Native Plantings	175,000	-	1,500	-	1,500
Clover Ridge Trail	42,500	-	-	-	-
Annual PCC Street Patching Program	1,055,000	-	(48,000)	-	(48,000)
Annual Asphalt Street Resurfacing Program	320,000	-	(10,000)	-	(10,000)
Annual Pavement Preservation Program	175,000	-	(9,000)	-	(9,000)
Annual Street Replacement Program	1,350,000	-	(20,000)	-	(20,000)
East 1st Street and I-35 Interchange Reconstruction	666,667	-	-	-	-
NE Delaware Avenue Reconstruction – NE 5th Street to NE 18th Street	2,387,500	-	-	-	-
West 1st Street Widening and Improvements – Phase 1 & 2	1,591,172	-	1,000	3,000	4,000
North Ankeny Boulevard Median and Landscaping Improvements	40,000	-	-	-	-
SW Oralabor Road and SW Edgewood Lane Intersection Improvements	100,000	-	-	-	-

Capital Projects Fund

Project	2022-23 Capital Budget	Personnel Costs	Maintenance Costs	Utilities Costs	Total Operating Cost
SE Crosswinds Drive/SE 77th Street Improvements – Phase 1 & 2	1,292,000	-	2,500	300	2,800
NW 36th Street and NW State Street Interim Improvements	387,500	-	500	300	800
NW 18th Street Reconstruction – NW Ash Drive to North Ankeny Boulevard	1,500,000	-	-	-	-
NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard	2,247,112	-	2,000	1,300	3,300
SE Delaware Avenue Widening	500,000	-	500	-	500
SW Oralabor Road and SW State Street Safety Improvements	1,192,500	-	-	-	-
SW State Street Reconstruction – SW Ordinance Road to West 1 st Street (Southbound Lanes)	750,000	-	-	-	-
NW Irvinedale Drive and NW 18 th Street Intersection Improvements	37,500	-	-	-	-
Uptown Parking Improvements	75,000	-	200	-	200
NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive	2,500,000	-	1,500	3,500	5,000
Annual Traffic Signal Improvement Program	1,160,000	-	-	3,200	3,200
Interstate and SE Corporate Woods Drive Interchange Justification Report	50,000	-	-	-	-
Elementary Schools Walkability Improvements	50,000	-	-	-	-
Total	\$ 24,982,561	\$ -	\$ (68,500)	\$ 11,600	\$ (56,900)

INTERNAL SERVICE FUNDS

Central Garage Fund

Description of the Fund

The fund accounts for the activities of the central garage, which is responsible for the repair and maintenance of the City's fleet and includes the operation of the fueling station. Parts are charged directly to user departments while personnel and overhead costs are allocated to each department based upon their respective share of repair activity each quarter.

Access to diesel fuel and unleaded gasoline is provided 24 hours a day for City vehicles, as well as the Ankeny Community School District on a cost reimbursement basis. Fuel is billed to user departments and the school district on an average cost per gallon rate.

Council Goal	Fund Goal	Indicator	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Deliver Exceptional Service 	To maximize the availability, serviceability, safety and appearance of the City's vehicles and equipment by providing scheduled maintenance, replacement and repairs.	% of vehicle and equipment maintenance and repair completed in-house	98%	98%	98%	98%	98%

Activities and Accomplishments

Recent Accomplishments

- Completed 98% of the service, maintenance and repairs for City vehicles and equipment with central garage mechanics. This reduced the time vehicles and equipment were out of service and reduced maintenance costs.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Budgeted revenues for fiscal year 2023 are estimated to be \$1,460,196. Of which \$500 is from interest income, \$1,431,696 from user charges and \$28,000 from fuel tax refunds.

Expenditures of \$1,460,196 are budgeted for operating costs which includes \$852,000 for fuel, the fund's largest operating expense.

Estimated Ending Fund Balance

The ending fund balance for the central garage fund is expected to remain unchanged at \$582,887.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Central Garage Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 428,273	\$ 451,464	\$ 534,706	\$ 534,706	\$ 582,887	\$ 582,887	\$ 582,887
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	5,899	7,042	1,860	1,000	500	500	500
Intergovernmental	-	-	-	-	-	-	-
Service Charges	1,113,556	1,044,832	1,024,990	1,169,027	1,351,313	1,431,696	1,478,645
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	25,402	25,345	25,373	24,000	28,000	28,000	28,000
Total Revenues	\$ 1,144,857	\$ 1,077,219	\$ 1,052,223	\$ 1,194,027	\$ 1,379,813	\$ 1,460,196	\$ 1,507,145
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 1,573,130	\$ 1,528,683	\$ 1,586,929	\$ 1,728,733	\$ 1,962,700	\$ 2,043,083	\$ 2,090,032
Expenditures:							
Personal Services	\$ 385,350	\$ 398,494	\$ 417,643	\$ 436,334	\$ 432,769	\$ 461,596	\$ 491,451
Contractual Services	21,912	53,580	63,099	27,193	36,944	32,100	32,194
Commodities	714,404	541,903	523,300	700,500	889,100	943,500	983,500
Capital Outlay	-	-	-	30,000	21,000	23,000	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,121,666	\$ 993,977	\$ 1,004,042	\$ 1,194,027	\$ 1,379,813	\$ 1,460,196	\$ 1,507,145
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 451,464	\$ 534,706	\$ 582,887	\$ 534,706	\$ 582,887	\$ 582,887	\$ 582,887

Internal Service Funds

Activity: Central Garage		Department: Public Works				Program: Non-Program	
	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Revenue Summary:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	5,899	7,042	1,860	1,000	500	500	500
Intergovernmental	-	-	-	-	-	-	-
Service Charges	1,113,556	1,044,832	1,024,990	1,169,027	1,351,313	1,431,696	1,478,645
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	25,402	25,345	25,373	24,000	28,000	28,000	28,000
Total Revenues	\$ 1,144,857	\$ 1,077,219	\$ 1,052,223	\$ 1,194,027	\$ 1,379,813	\$ 1,460,196	\$ 1,507,145
Expenditure Summary:							
Personal Services	\$ 385,350	\$ 398,494	\$ 417,643	\$ 436,334	\$ 432,769	\$ 461,596	\$ 491,451
Contractual Services	21,912	53,580	63,099	27,193	36,944	32,100	32,194
Commodities	714,404	541,903	523,300	700,500	889,100	943,500	983,500
Capital Outlay	-	-	-	30,000	21,000	23,000	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,121,666	\$ 993,977	\$ 1,004,042	\$ 1,194,027	\$ 1,379,813	\$ 1,460,196	\$ 1,507,145
Personnel Summary:							
Fleet Supervisor	-	-	-	1.00	1.00	1.00	1.00
Foreman	1.00	1.00	1.00	-	-	-	-
Lead Fleet Technician	-	-	-	-	-	1.00	1.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00	-	-
Fleet Technician	-	-	-	-	-	2.00	2.00
Mechanic	2.00	2.00	2.00	2.00	2.00	-	-
Total Full Time Equivalents	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Capital Outlay Summary:		Quantity	Schedule Year	Purchase/ Reserve	2021-22 Revised	2022-23 Budget	2023-24 Projected
Heavy Duty Tire Changer and Balancer		1	2022	Purchase	\$ 21,000	\$ -	\$ -
Scissor Lift		1	2023	Purchase	-	23,000	-
Total Capital Outlay					\$ 21,000	\$ 23,000	\$ -

Risk Management Fund

Description of the Fund

The fund accounts for the City's risk management and insurance activities. Risk management activities include general liability, automobile liability, automobile physical damage, public officials' liability, police professional liability, property, inland marine, boiler and machinery and workers' compensation. Additionally, other miscellaneous forms of insurance coverage and any extraordinary expenses related to litigation are included in the fund.

The risk management fund is used to allocate the cost of these activities to other funds and departments. Workers' compensation costs are allocated using estimated payroll costs, workers' compensation rates and work classifications. Other insurance costs are allocated using the estimated value of property within the budget activity.

Council Goal	Fund Goal	Indicators	CY 2018 Actual	CY 2019 Actual	CY 2020 Actual	CY 2021 Estimated	CY 2022 Projected
Deliver Exceptional Service 	To provide risk management and loss control services	Number of risk management claims handled	43	33	40	36	39
		Days off due to workers' comp injuries	240	115	20	10	10
		Workers' comp mod factor rating (<1.0 desired)	0.65	0.65	0.59	0.57	0.60
		Workers' comp good experience bonus	0.80	0.80	0.80	0.80	0.80

Activities and Accomplishments

Recent Accomplishments

- Reviewed general liability, property and excess liability deductible limits.
- Maintained a workers' compensation experience mod factor of less than 1.0.
- Expanded mental health and wellness services to support public safety employees.

In Progress Activities

- Complete a market analysis of self-insured workers' compensation.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Revenues include \$1,000 from interest income, \$1,157,000 from internal service charges for general insurance and workers' compensation and \$86,000 from miscellaneous revenues. Miscellaneous revenue varies annually based on the number of insurance claims and other reimbursements.

Expenditures include \$540,000 for workers' compensation premiums, \$641,000 for workers' compensation medical services, legal services, insurance premiums, property and liability claims and unemployment claims and \$63,000 for vehicle replacement.

Estimated Ending Fund Balance

The projected ending fund balance of the risk management fund is budgeted to remain at \$1,027,136 for the fiscal year ending June 30, 2023.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Risk Management Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 949,104	\$ 936,247	\$ 1,062,277	\$ 931,021	\$ 1,158,401	\$ 1,027,136	\$ 1,027,136
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	14,312	13,892	3,748	3,000	1,000	1,000	1,000
Intergovernmental	10,698	377,150	657,000	-	775,000	-	-
Service Charges	942,000	987,001	971,000	968,000	1,121,000	1,157,000	1,208,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	171,227	87,429	218,782	83,000	83,000	86,000	89,000
Total Revenues	\$ 1,138,237	\$ 1,465,472	\$ 1,850,530	\$ 1,054,000	\$ 1,980,000	\$ 1,244,000	\$ 1,298,000
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 2,087,341	\$ 2,401,719	\$ 2,912,807	\$ 1,985,021	\$ 3,138,401	\$ 2,271,136	\$ 2,325,136
Expenditures:							
Personal Services	\$ 508,438	\$ 571,487	\$ 440,773	\$ 468,000	\$ 514,000	\$ 540,000	\$ 567,000
Contractual Services	642,656	666,716	1,315,016	525,000	1,523,265	641,000	666,000
Commodities	-	3,402	(1,383)	-	-	-	-
Capital Outlay	-	97,837	-	61,000	74,000	63,000	65,000
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 1,151,094	\$ 1,339,442	\$ 1,754,406	\$ 1,054,000	\$ 2,111,265	\$ 1,244,000	\$ 1,298,000
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 936,247	\$ 1,062,277	\$ 1,158,401	\$ 931,021	\$ 1,027,136	\$ 1,027,136	\$ 1,027,136

Health Insurance Fund

Description of the Fund

The fund accounts for health, dental and vision insurance and wellness programs. The plan is funded by both employee and employer contributions and is administered as an internal service fund. Cash reserves are accumulated to pay medical and dental claims and the City has purchased stop-loss insurance to reduce its exposure to large losses.

Council Goal	Fund Goal	Indicators	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Estimated	FY 2023 Projected
Deliver Exceptional Service 	To provide employees with affordable health insurance including medical, dental and vision coverage	Number of employees in the health plan	254	265	274	285	295
		Total amount of claims paid (in millions)	\$3.02	\$3.11	\$3.39	\$3.73	\$4.11
		Average claims paid per employee	\$11,905	\$11,737	\$12,384	\$13,096	\$13,917
	To administer the wellness program, helping our employees become knowledgeable health care consumers	Wellness plan participation	73%	73%	71%	78%	78%

Activities and Accomplishments

Recent Accomplishments

- Increased participation in the high-deductible health plan.
- Provided voluntary flu and COVID-19 vaccinations to employees.

Upcoming Activities

- Review contractual agreements for health insurance and other voluntary benefits.

Trends and Issues

- Large increases in the cost of stop-loss premiums.
- Long-term impact of COVID-19 on health care costs.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

Revenues total \$4,975,000 and include \$6,000 from interest income and \$4,969,000 from health insurance contributions (employee, employer and retiree). Expenditures total \$5,344,000 of which \$5,333,000 is projected for health, dental and vision claims. Other expenditures include fees related to the employee wellness program. The employee wellness program offers fitness allowances and incentives, flu shots, biometric screenings, high risk services and lunch and learn events meant to reduce the cost of health insurance claims. Employees contribute 10% of health insurance premiums, a reduction of 2% may be earned for meeting the employee wellness program participation requirements.

Estimated Ending Fund Balance

The projected ending fund balance of the health insurance fund at June 30, 2023, is \$5,782,418, a decrease of 6.00%. The fund balance is reserved for future claims.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Health Insurance Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 3,238,533	\$ 4,528,008	\$ 5,638,981	\$ 5,196,648	\$ 6,455,292	\$ 6,151,418	\$ 5,782,418
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	55,252	72,699	21,618	18,000	6,000	6,000	6,000
Intergovernmental	-	-	-	-	-	-	-
Service Charges	4,618,699	4,651,609	4,620,279	4,833,000	4,732,000	4,969,000	5,218,000
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	19,250	4,356	53,978	-	53,126	-	-
Total Revenues	\$ 4,693,201	\$ 4,728,664	\$ 4,695,875	\$ 4,851,000	\$ 4,791,126	\$ 4,975,000	\$ 5,224,000
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 7,931,734	\$ 9,256,672	\$ 10,334,856	\$ 10,047,648	\$ 11,246,418	\$ 11,126,418	\$ 11,006,418
Expenditures:							
Personal Services	\$ 5,295	\$ 4,991	\$ 2,673	\$ 6,000	\$ 6,000	\$ 9,000	\$ 9,000
Contractual Services	3,397,738	3,612,067	3,876,891	5,380,000	5,087,000	5,333,000	5,602,000
Commodities	693	633	-	2,000	2,000	2,000	2,000
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 3,403,726	\$ 3,617,691	\$ 3,879,564	\$ 5,388,000	\$ 5,095,000	\$ 5,344,000	\$ 5,613,000
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 4,528,008	\$ 5,638,981	\$ 6,455,292	\$ 4,659,648	\$ 6,151,418	\$ 5,782,418	\$ 5,393,418

Sustainability Revolving Loan Fund

Description of the Fund

The fund provides no-interest loans for energy efficiency projects such as energy-efficient building retrofits and commissioning; the incremental cost of purchasing fuel-efficient hybrid vehicles in place of conventional vehicles for the City's fleet; and other modest energy-efficiency improvement projects.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The revolving loan fund was created in fiscal year 2011 with \$20,000 obtained through a U.S. Department of Energy – Energy Efficiency and Conservation Block Grant (EECBG) designated to pay the incremental cost of purchasing fuel-efficient hybrid vehicles in place of conventional vehicles. An additional \$25,279 was transferred to the revolving loan fund during fiscal year 2012 from other energy efficiency projects.

To date, the grant has been used to offset the cost of six hybrid vehicles in the Police, Community Development, Parks and Recreation, Public Works and Municipal Utilities departments. In addition, funds were used to purchase four solar trash compactors for use at various parks and recreation facilities to educate the public on energy efficiency initiatives.

For fiscal year 2023, the revolving loan fund is projected to receive \$619 from loan repayments as detailed in the Sustainability Revolving Loan Fund Summary – By Program and Activity. There are no planned expenditures for fiscal year 2023.

Sustainability Revolving Loan Fund Summary – By Program and Activity

		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
		Actual	Actual	Actual	Revised	Budget	Projected
Police Support	2011 Ford Fusion FWD Hybrid	\$ 773	\$ 773	\$ 773	\$ -	\$ -	\$ -
Code Enforcement	2016 Ford Fusion FWD Hybrid	717	717	717	717	-	-
Park Administration	2011 Ford Fusion FWD Hybrid	619	619	619	619	619	-
Sewer Administration	2012 Ford Fusion FWD Hybrid	992	992	-	-	-	-
		<u>\$ 3,101</u>	<u>\$ 3,101</u>	<u>\$ 2,109</u>	<u>\$ 1,336</u>	<u>\$ 619</u>	<u>\$ -</u>

Estimated Ending Fund Balance

The projected ending fund balance for fiscal year 2023 is \$29,083, an increase of \$619 from the revised fiscal year 2022 budget.

Looking Ahead to Fiscal Year 2024 and Beyond

Future energy efficiency projects will be evaluated as the fund is replenished and needs arise.

Sustainability Revolving Loan Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 18,147	\$ 21,500	\$ 24,928	\$ 27,137	\$ 27,128	\$ 28,464	\$ 29,083
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	252	327	91	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Service Charges	3,101	3,101	2,109	1,336	1,336	619	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 3,353	\$ 3,428	\$ 2,200	\$ 1,336	\$ 1,336	\$ 619	\$ -
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 21,500	\$ 24,928	\$ 27,128	\$ 28,473	\$ 28,464	\$ 29,083	\$ 29,083
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 21,500	\$ 24,928	\$ 27,128	\$ 28,473	\$ 28,464	\$ 29,083	\$ 29,083

Economic Development Revolving Loan Fund

Description of the Fund

The fund provides capital to retain or expand employment, expand the tax base and encourage new business investment in the community. Eligible projects include inventory, machinery and equipment, building or land purchases, building renovations or expansions and working capital.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The City has development agreements with Accelerated Ag Technologies, Moeller Engineering and WCEC Industrial Services. These agreements provide direct financial assistance in the form of five-year loans, with 50% forgivable and 50% repayable.

Total budgeted revenues for fiscal year 2023 are \$5,200, of which \$200 is from interest income and \$5,000 from loan repayments as detailed in the Economic Development Revolving Loan Fund Summary – Repayment Schedule. There are no planned expenditures for fiscal year 2023.

Economic Development Revolving Loan Fund Summary – Repayment Schedule

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Revised	2022-23 Budget	2023-24 Projected
Accelerated Ag Technologies	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ -
Accelerated Ag Technologies	-	2,600	2,600	2,600	2,600	2,600
Moeller Engineering	1,600	1,600	1,600	1,600	-	-
WCEC Industrial Services	5,500	5,500	11,000	5,500	-	-
	<u>\$ 9,500</u>	<u>\$ 12,100</u>	<u>\$ 17,600</u>	<u>\$ 12,100</u>	<u>\$ 5,000</u>	<u>\$ 2,600</u>

Estimated Ending Fund Balance

The fund balance is projected to be \$267,544 at fiscal year ending June 30, 2023.

Looking Ahead to Fiscal Year 2024 and Beyond

No long-term financial plans have been developed.

Economic Development Revolving Loan Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 204,254	\$ 219,671	\$ 231,577	\$ 250,077	\$ 250,044	\$ 262,344	\$ 267,544
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	2,667	4,056	867	700	200	200	200
Intergovernmental	29,250	13,000	-	-	-	-	-
Service Charges	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	9,500	12,100	17,600	12,100	12,100	5,000	2,600
Total Revenues	\$ 41,417	\$ 29,156	\$ 18,467	\$ 12,800	\$ 12,300	\$ 5,200	\$ 2,800
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 245,671	\$ 248,827	\$ 250,044	\$ 262,877	\$ 262,344	\$ 267,544	\$ 270,344
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	26,000	17,250	-	-	-	-	-
Commodities	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 26,000	\$ 17,250	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	\$ 219,671	\$ 231,577	\$ 250,044	\$ 262,877	\$ 262,344	\$ 267,544	\$ 270,344

Equipment Reserve Fund

Description of the Fund

The fund provides low interest loans for the purchase of vehicles and equipment. Loans carry a two-and-a-half percent interest rate with a five-year repayment schedule. The repayment period spans six fiscal years with a half payment due in the first fiscal year and a half payment due in the last fiscal year.

Financial Highlights of the Fiscal Year 2022 and 2023 Budgets

The equipment reserve fund is projected to receive \$208,476 in revenues for fiscal year 2023. Of those revenues \$206,576 will come from reserve payments as detailed in the Equipment Reserve Fund Summary – By Program and Activity. The remaining \$1,900 of revenues will be received from interest income.

Equipment Reserve Fund Summary – By Program and Activity

		2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Revised	2022-23 Budget	2023-24 Budget
FY 14 Equipment Reserve Program							
Information Technology	Permit software	\$ 22,274	\$ -	\$ -	\$ -	\$ -	\$ -
Golf Course Maintenance	Utility vehicles (2)	2,996	-	-	-	-	-
Golf Course Pro Shop	Golf carts (73)	35,137	-	-	-	-	-
FY 16 Equipment Reserve Program							
Golf Course Pro Shop	Utility vehicle with range picker	1,443	1,443	721	-	-	-
FY 17 Equipment Reserve Program							
Street Cleaning	Street sweeper	51,169	51,169	51,169	25,584	-	-
Golf Course Maintenance	Greens mower	6,420	6,420	6,420	3,210	-	-
FY 18 Equipment Reserve Program							
Information Technology	Phone system	17,713	17,713	17,713	17,713	8,857	-
Golf Course Maintenance	Grounds master mower	6,163	6,163	6,163	6,163	3,082	-
Golf Course Pro Shop	Golf carts (72)	52,771	52,771	52,771	52,771	26,385	-
FY 19 Equipment Reserve Program							
Golf Course Maintenance	Tee mower	2,990	5,980	5,980	5,980	5,980	2,990
FY 20 Equipment Reserve Program							
Golf Course Maintenance	Greens mower	-	3,159	6,318	6,318	6,318	6,318
FY 21 Equipment Reserve Program							
Golf Course Maintenance	Fairway mower	-	-	5,123	10,246	10,246	10,246
FY 22 Equipment Reserve Program							
Golf Course Maintenance	Fairway mower	-	-	-	5,175	10,350	10,350
FY 23 Equipment Reserve Program							
Fire Suppression	Fire engine	-	-	-	-	77,042	154,084
Street Cleaning	Street sweeper	-	-	-	-	35,311	70,622
Golf Course Pro Shop	Golf carts (70)	-	-	-	-	23,006	46,011
FY 24 Equipment Reserve Program							
Fire Suppression	Fire engine	-	-	-	-	-	85,602
		\$ 199,076	\$ 144,817	\$ 152,378	\$ 133,160	\$ 206,576	\$ 386,223

Expenditures for the fiscal year 2023 equipment reserve program total \$1,265,000. The planned purchases are detailed in the Equipment Reserve Fund Purchases and Repayment Schedule Summary tables below.

Equipment Reserve Fund Purchases

Budget Activity	Description	Budget
Fire Suppression	Fire engine	\$ 720,000
Street Cleaning	Street sweeper	330,000
Golf Course Pro Shop	Golf carts (70)	215,000
Total FY 2023 Program Purchases		<u>\$ 1,265,000</u>

Repayment Schedule Summary

Fiscal Year	Budget Activity	Amount		
		Principal	Interest	Total
2023	Fire Suppression	\$ 68,042	\$ 9,000	\$ 77,042
	Street Cleaning	31,186	4,125	35,311
	Golf Course Pro Shop	20,318	2,688	23,006
		<u>119,546</u>	<u>15,813</u>	<u>135,359</u>
2024	Fire Suppression	138,647	15,438	154,084
	Street Cleaning	63,546	7,076	70,622
	Golf Course Pro Shop	41,401	4,610	46,011
		<u>243,594</u>	<u>27,123</u>	<u>270,718</u>
2025	Fire Suppression	142,134	11,950	154,084
	Street Cleaning	65,145	5,477	70,622
	Golf Course Pro Shop	42,443	3,568	46,011
		<u>249,722</u>	<u>20,995</u>	<u>270,718</u>
2026	Fire Suppression	145,710	8,374	154,084
	Street Cleaning	66,784	3,838	70,622
	Golf Course Pro Shop	43,511	2,501	46,011
		<u>256,004</u>	<u>14,713</u>	<u>270,718</u>
2027	Fire Suppression	149,376	4,709	154,084
	Street Cleaning	68,464	2,158	70,622
	Golf Course Pro Shop	44,605	1,406	46,011
		<u>262,445</u>	<u>8,273</u>	<u>270,718</u>
2028	Fire Suppression	76,091	951	77,042
	Street Cleaning	34,875	436	35,311
	Golf Course Pro Shop	22,722	284	23,006
		<u>133,688</u>	<u>1,671</u>	<u>135,359</u>
Total Cost of FY 2023 Program		<u>\$ 1,265,000</u>	<u>\$ 88,589</u>	<u>\$ 1,353,589</u>

Estimated Ending Fund Balance

The projected ending fund balance for fiscal year 2023 is \$1,364,365, a decrease of \$1,056,524 or 43.64% from the revised fiscal year 2022 budget. This is attributable to the increased usage of the equipment reserve fund, including the purchase of a fire engine, street sweeper and golf cart fleet.

Looking Ahead to Fiscal Year 2024 and Beyond

Due to financial flexibility in recent years, equipment has primarily been purchased without the use of loans from the equipment reserve fund, with the exception of the golf course. Though, it is anticipated that funds will be used to purchase a fire engine in fiscal year 2024.

Equipment Reserve Fund Summary

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget	2023-24 Projected
Cash Balance, July 1	\$ 1,890,418	\$ 2,085,683	\$ 2,222,178	\$ 2,334,181	\$ 2,334,191	\$ 2,420,889	\$ 1,364,365
Revenues:							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-
Use of Money & Property	24,132	21,201	7,510	5,000	1,900	1,900	1,900
Intergovernmental	-	-	-	-	-	-	-
Service Charges	199,076	144,817	152,378	133,603	133,160	206,576	386,223
Special Assessments	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
Total Revenues	\$ 223,208	\$ 166,018	\$ 159,888	\$ 138,603	\$ 135,060	\$ 208,476	\$ 388,123
Transfers In	-	-	-	-	-	-	-
Funds Available	\$ 2,113,626	\$ 2,251,701	\$ 2,382,066	\$ 2,472,784	\$ 2,469,251	\$ 2,629,365	\$ 1,752,488
Expenditures:							
Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-
Capital Outlay	27,943	29,523	47,875	52,500	48,362	1,265,000	800,000
Debt Service	-	-	-	-	-	-	-
Total Expenditures	\$ 27,943	\$ 29,523	\$ 47,875	\$ 52,500	\$ 48,362	\$ 1,265,000	\$ 800,000
Transfers Out	-	-	-	-	-	-	-
Ending Balance, June 30	<u>\$ 2,085,683</u>	<u>\$ 2,222,178</u>	<u>\$ 2,334,191</u>	<u>\$ 2,420,284</u>	<u>\$ 2,420,889</u>	<u>\$ 1,364,365</u>	<u>\$ 952,488</u>

GLOSSARY AND ACRONYMS

Glossary

- 28E Agreement** – A formal agreement between two or more governmental entities to jointly provide a service. Formed pursuant to Iowa Code Chapter 28E.
- Account Number** – The eleven-digit number assigned to a budget line item identifying the fund, program and activity, and object from which the expenditure is made and recorded. For example: the account number 100.1114.4211 identifies the fund 100 (general fund), program and activity 1114 (public safety and police support services) and object 4211 (contractual services and consulting and management).
- Accrual Basis** – A basis of accounting in which revenue is recognized when earned and expenses are recognized when incurred, as opposed to when cash is received or spent.
- Action Agenda** – Strategic plan goal-specific targets including interim activities and milestones which are to be completed within one to two years.
- Activity** – The second set of numbers (four digits) of the account number that identifies the program and activity (e.g. police support services is 1114).
- American Federation of State, County and Municipal Employees** – The union representing the City's golf course maintenance, municipal utilities, park maintenance and public works employees.
- Ankeny Career Firefighters Union** – The union representing the City's full-time firefighters.
- Annual Comprehensive Financial Report** – The report summarizing the City's financial operations as of the fiscal year end. The report is issued in accordance with generally accepted accounting principles, which prescribes a basis of accounting that differs from the budgetary basis of accounting (cash basis).
- Ankeny Police Department Employees Union** – The union representing the City's police department personnel.
- Appropriation** – A legal authorization to make expenditures or enter into obligations for specific purposes.
- Assessed Valuation** – The valuation set upon real estate, utilities and certain personal property by the County Assessor as a basis for levying property taxes.
- Asset** – Resources owned or held by a government which have monetary value.
- Audit** – An official inspection of an organization's accounts, typically by an independent body.
- Authorized Positions** – Employee positions, which are authorized in the adopted budget.
- Balanced Budget** – A budget in which current revenues equal current expenditures. The City's annual budget is considered balanced if the cash reserve requirements, the working capital requirements, and the revenue and expenditure requirements have been met.
- Base Budget** – Cost of continuing the existing levels of service in the current budget year.
- Bond** – A long-term promise to pay a sum of money on a specific date at a specified interest rate.
- Bond Anticipation Notes** – Bonds issued to obtain interim financing for capital projects. Bond anticipation notes provide funds for construction until permanent financing can be arranged.
- Bond Refunding** – Bonds issued to buy back outstanding bonds in order to realize savings due to lower interest rates.
- Current Refunding** – A financing structure under which previously issued bonds are called or mature within 90 days of the issuance of new refunding bonds.

Advanced Refunding – A financing structure in which new bonds are issued to repay previously issued bonds prior to its first call date. The money realized from the sale of the new issue is invested in securities which are placed in escrow.

Budget – A plan of financial activity for a specified period of time (fiscal year) indicating all planned revenues and expenditures for the budget period.

Budget Amendment – A revision of the adopted budget by resolution following a public hearing to ensure that total appropriations do not exceed actual expenditures in the nine major budget programs. An amendment resolution can be approved at any time during the fiscal year prior to June 1st.

Budget Calendar – The schedule of key dates which a government follows in the preparation and adoption of the budget.

Budget Cycle – The four phases of the budget cycle are preparation (staff), approval (city council review and adoption), implementation (administration, accounting and reporting) and evaluation (accountability and auditing).

Budget Message – The letter of transmittal from the City Manager to the Mayor and City Council which summarizes the most important aspects of the budget and any changes from previous fiscal years.

Budget Programs – The following are the state mandated nine major budget programs:

Public Safety includes police, school crossing guards, animal control, emergency preparedness, fire, emergency medical services and code enforcement.

Health and Social Services includes special populations.

Culture and Recreation includes library, parks, recreation, community centers, aquatic centers, sports complexes and cemetery.

Public Works includes street lighting, roadway administration and maintenance, snow and ice control, traffic safety and aviation authority.

Community and Economic Development includes housing authority, development engineering, community development and economic development.

General Government includes communications, mayor and city council, human resources, city manager, city clerk, finance, information technology and city hall building.

Debt Service includes tax increment financing and debt service funds.

Business Type Activities/Enterprise includes all enterprise funds and internal service funds. Enterprise funds include solid waste, water, sewer, storm water and golf course. Internal service funds include central garage, risk management, health insurance, sustainability revolving loan, economic development revolving loan and equipment reserve.

Capital Projects includes special assessments and capital projects funds.

Budgetary Basis – This refers to the basis of accounting used to estimate financing sources and uses in the budget. This generally takes one of three forms: generally accepted accounting principles, cash or modified accrual.

Budgetary Control – The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within limitations of available appropriations and resources.

Capital Asset – Asset of significant value and having a useful life of several years. Capital assets are also called fixed assets.

Capital Expenditure – The purchase of equipment or the improvement of land or buildings that is greater than \$5,000, is not an ordinary repair or maintenance expenditure and has a useful life of three years or more. A capital improvement is budgeted in the capital projects fund if it is greater than \$50,000 and has a useful life of ten years or more and if funded through general obligation bonds.

- Capital Improvement** – Expenditures related to the acquisition, expansion or rehabilitation of an element of the government’s physical plant; sometimes referred to as infrastructure.
- Capital Improvement Program** – A plan for capital outlay to be incurred each year over a fixed number of years to meet capital needs arising from the government’s long-term needs.
- Capital Loan Notes** – Are usually issued to finance specific capital projects. If issued as limited obligations, the debt is retired by specific revenue, such as tax increment financing or utility revenue. It can be issued as general obligations supported by the general taxing authority of the issuer.
- Capital Project** – Major construction, acquisition or renovation activities which add value to a government’s physical assets or significantly increase their useful life. Also called capital improvement.
- Cash Basis** – A basis of accounting in which income is recorded when cash is received and expenses are recorded when cash is paid out.
- Collective Bargaining Agreement** – A legal contract between the employer and a verified representative of a recognized bargaining unit for specific terms and conditions of employment (e.g., hours, working conditions, salary, fringe benefits and matters affecting health and safety of employees).
- Commercial and Industrial Replacement (“Backfill”)** – A limited appropriation from the state to reimburse local governments for the loss of revenue due to the reduction in taxable value for commercial and industrial property.
- Commodities** – Include various materials, parts and supplies with a short life expectancy which are used for the continuing operations of the City.
- Consolidated Tax Rate** – The total levy rate in dollars the property owner must pay for every \$1,000 of taxable valuation that includes levies from the city, county, school district, state and special districts.
- Contractual Services** – Services rendered to a government by private firms, individuals or other governmental agencies. Examples include consulting and engineering services.
- Cost of Living Adjustment** – An increase in salaries to offset the adverse effect of inflation on compensation.
- Credit Rating** – A formal evaluation of credit history and capability of repaying obligations. Bond ratings are assigned by Moody’s Investors Service, Standard & Poor’s or Fitch Ratings.
- Debt Limitation** – The state constitution requires that no city may become indebted in an amount exceeding 5% of the actual value of taxable property within its jurisdiction. This applies to general obligation indebtedness, which is backed by the full faith and credit of the city. The limit does not apply to debt of revenue or special assessment bonds.
- Debt Margin** – The difference between the debt limit and the applicable outstanding debt.
- Debt Service** – The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.
- Deferred Compensation** – Income deferred until retirement age.
- Deficit** – The excess of an entity’s liabilities over its assets or the excess of expenditures or expenses over revenues during a single accounting period.
- Department** – The organizational unit of government which is functionally unique in its delivery of services.
- Depreciation** – Expiration in the service life of capital assets attributable to wear and tear, deterioration, action of the physical elements, inadequacy or obsolescence.
- Distinguished Budget Presentation Award Program** – A voluntary awards program administered by the Government Finance Officers Association to encourage governments to prepare effective budget documents.

Employee (Fringe) Benefits – Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for social security and the various pension, medical and life insurance plans.

Equivalent Residential Unit (ERU) – Used as the basis for determining storm water management fees. Less than or equal to four thousand square feet of impervious surface shall be one ERU. Every additional one square foot to two thousand square feet of impervious surface shall be one half ERU.

Expenditure – Money spent or cost incurred in governmental funds, which use the modified accrual basis of accounting.

Expense – Money spent or cost incurred in proprietary and fiduciary funds, which use the accrual basis of accounting.

Financial Policy – A government's policy with respect to revenues, spending and debt management as these relate to government services, programs and capital investment. Financial policies provide an agreed-upon set of principles for the planning and programming of government budgets and their funding.

Fiscal Year – A twelve-month period designated as the operating year for accounting and budgeting purposes in an organization.

Fixed Assets – Assets of long-term character that are intended to continue to be held or used, such as land, buildings, machinery, furniture and other equipment.

Full Faith and Credit – A pledge of a government's taxing power to repay debt obligations.

Full-Time Equivalent – A part-time position converted to the decimal equivalent of a full-time position based on 2,080 hours per year. This unit of measurement is applied to authorized permanent positions and not to actual worked hours.

Fund – A fiscal entity with revenues and expenses which are segregated for the purpose of carrying out a specific purpose or activity.

Fund Balance – Fund balance, as budgeted, represents the cash balance or cash-on-hand for a particular fund.

General Obligation Bonds – Tax supported bonds of two types:

Essential Corporate Purpose – does not require an election for bond issue approval. Approval to issue is by resolution following a public hearing. Usually used to finance street construction and repair, traffic signals, sidewalks, street lights, sewer facilities, bridges, capital equipment, etc.

General Corporate Purpose – usually requires a 60% approval bond issue vote of the people. Normally used to finance public improvements such as city hall, fire and police stations, aquatic centers, parks, recreational facilities, etc.

Generally Accepted Accounting Principles – Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules and procedures that define accepted accounting principles.

Goal – A statement of broad Council direction, purpose or intent based on the needs of the community. A goal is general and timeless.

Governmental Accounting Standards Board – The authoritative body that establishes the accounting principles and rules for governmental entities.

Governmental Fund Types – are the following:

General Fund – is the chief operating fund and is used to account for all tax receipts and other receipts that do not have to be reported by law or contractual agreement in some other fund. The general fund provides for all the general operating disbursements and the fixed charges and capital improvement costs that are not paid through other funds.

Special Revenue Funds – are funds utilized to account for receipts derived from specific sources that are usually required by law or regulation to be accounted for in separate funds.

Debt Service Fund – is used to report accumulations of resources to meet current and future long-term debt service requirements such as capital lease obligations, bond principal, interest and related costs.

Capital Projects Funds – are utilized to record resources for the acquisition and construction of major capital facilities.

Grant – A contribution by a government or other organization to support a particular function. Grants may be classified as either operational or capital, depending upon the grantee.

Impervious surface area – Those surfaces which prevent or impede the natural infiltration of storm water into the soil which existed prior to development, such as rooftops, sidewalks, driveways, patios, parking lots and compacted gravel surfaces.

In Progress Activities – Departmental projects or issues to be addressed during the current fiscal year.

Indicator – A measurable and verifiable activity performed in relation to specific departmental or fund goals which assesses workload, effectiveness and efficiency.

Infrastructure – The physical assets of a government (e.g. streets, water, sewer, public buildings and parks).

Interest – Compensation paid or to be paid for the use of money.

Interfund Transfers – The movement of monies between funds of the same governmental entity.

Intergovernmental Revenue – Funds received from federal, state and other local government sources in the form of grants, shared revenues and payments in lieu of taxes.

Iowa Communities Assurance Pool – The organization the City holds membership to cover its liability insurance.

Iowa Public Employees Retirement System – The pension system that covers all full-time, part-time and most temporary employees with the exception of full-time firefighters and police officers.

Levy – To impose taxes for the support of government activities.

Licenses and Permits – Issued to monitor certain activities such as the sale of alcohol and cigarettes, building construction, garbage hauling, door-to-door solicitation and pet licensing.

Line Item – A separate financial reporting unit within the budget that has a specific appropriation from which purchases are made and recorded.

Line Item Budget – A budget prepared along departmental lines that focuses on what is to be purchased.

Long Term Debt – Debt with a maturity of more than one year after the date of the balance sheet.

Long-Range Forecasting – An internal evaluation tool for staff to project possible outcomes based on a set of variables and assumptions.

Major Fund – Those funds whose revenue, expenditures/expenses, assets or liabilities are at least 10 percent of the total of their fund category, intergovernmental or enterprise, and 5 percent of the aggregate of all governmental and enterprise funds in total.

Mission Statement – The mission of the City defines the purpose and values of the organization.

Modified Accrual Basis – A basis of accounting in which revenues are recognized in the period they become available and measurable and expenditures are recognized in the period the associated liability is incurred.

Moody's Investors Service – One of several national investor services that independently rate the creditworthiness of issuer's bonds. Their rating opinion is an assessment of the ability and willingness of an issuer of debt to make full and timely payments of principal and interest on the debt security over the course of its maturity schedule. The rating influences the interest rates bid for the bonds, thus having an economic impact on a project's ultimate cost.

Municipal Fire and Police Retirement System of Iowa – The pension system that covers all full-time firefighters and police officers.

Object Code – The last four digits of the account number that identifies specific line item objects of expenditure or revenue.

Object Code Types and Sources – Groups of line item accounts of a similar nature within the budget. Expenditure *types* include personal services, contractual services, commodities, capital outlay and debt service; and revenue *sources* include property taxes, tax increment financing, non-property taxes, licenses and permits, use of money and property, intergovernmental, service charges, special assessments, miscellaneous and bond proceeds.

Operating Expenses – The cost of personnel, materials and equipment required for a department function.

Operating Revenue – Funds received as income to pay for ongoing operations.

Other Financing Sources – An accounting term for financial inflows to the City and to funds that do not provide an economic change to the City's or the fund's financial position. The primary examples are bond proceeds and operating transfers in.

Pay Plan – Classifications and corresponding salary ranges of positions within the City government.

Personal Services – Expenditures for salaries, wages and fringe benefits of a government's employees.

Principal – The face amount of a bond, exclusive of interest.

Proprietary Fund Types – are the following:

Enterprise Funds – are utilized to finance and account for all resources used in the acquisition, operation and maintenance of governmental facilities and services that are supported by user charges.

Internal Service Funds – are used to account for the financing of goods and services provided by one department or agency to other departments or agencies within the government, on a cost reimbursement basis.

Recent Accomplishments – Departmental accomplishments completed during the past fiscal year.

Reserve – An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Resolution – A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

Resources – Total amounts available for appropriation including estimated revenues, fund transfers and beginning balances.

Revaluation – Each odd year the state reviews residential and commercial property values to determine if assessed values should be changed from those submitted by the County Assessor.

Revenue – Sources of income financing the operation of government.

Revenue Bonds – Bonds which are repaid in both principal and interest from the revenues of a specific enterprise or project such as utility operations.

Revitalize Iowa's Sound Economy – Grant that is funded by the Iowa Department of Transportation for the purpose of providing infrastructure for economic development projects.

Rollback – A mechanism in the state law, which limits the state growth of taxable valuation by class (residential, commercial, industrial, multi-residential, utilities and agricultural) to 3% per year. Assessed valuations are "rolled back" to reflect no more than a 3% increase.

Service Charges – Are direct fees charged to the public for the specific services provided by the City, such as solid waste, water, sewer, storm water and golf course.

Special Assessment – A levy against a property to pay for all or part of the cost of an improvement benefiting that property.

State Budget Forms – State mandated budget forms that must be prepared, certified and submitted to the Department of Management and County Auditor’s Office by March 31st.

Strategic Plan – An organization’s process of defining its strategy, or direction and making decisions on allocating its resources to pursue this strategy.

Supplemental Budget – Requests for new personnel and equipment or increased service levels above the base budget.

Tax Increment – The amount of taxable value in excess of the base or beginning value of the property located within a defined district. The consolidated tax rate applied to the excess is remitted to the City for urban renewal or economic development purposes with the exception of the debt service and property, plant and equipment levies of all of the jurisdictions with taxing authority in the district.

Tax Increment Financing District – A defined area of development in which property is eligible to be taxed in excess of the base value of the property. The excess taxable value is known as tax increment.

Tax Rate – The dollar per thousand rate determined by the City, through the budget process, that is applied to the taxable valuation.

Tax Rate \$8.10 Limit – The maximum amount by state code that a city can levy against property to raise taxes for the general fund, capped at \$8.10 per \$1,000 of taxable valuation.

Taxable Valuation – The percentage of assessed valuation cities may collect taxes on. Determined by the process of property tax equalization and rollback.

Taxes – Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against a particular person or property for current or permanent benefits, such as special assessments.

Property Taxes – are calculated based upon the taxable valuation of the property and tax rate.

Non-Property Taxes – are based on services, transactions and goods other than property such as hotel/motel taxes, mobile home taxes, utility excise and franchise taxes.

TIME-21 Fund – The Transportation Investment Moves the Economy in the 21st Century Fund consists of monies appropriated by the State of Iowa to fund construction and maintenance of Iowa’s public roadway system.

Transfer In/Out – Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

Trends and Issues – Opportunities or concerns that may impact current and future budgets.

Unbudgeted Funds – These are funds or expenditures that the State of Iowa does not require to be certified as a part of the City’s annual budget. Unbudgeted funds include trust and agency funds and internal service funds.

Upcoming Activities – Departmental projects or issues that may be addressed in the next fiscal year.

Use of Money and Property – Revenue received from interest and dividends as well as from renting, leasing or loaning property.

User Charges (Fees) – The payment of a fee for direct receipt of a public service by the party whom benefits from the service.

Vision Statement – The vision statement outlines and guides initiatives for the next fifteen years. Our preferred future is defined by value-based principles that can guide policies, decisions and operations.

Working Capital – Current assets minus current liabilities.

Acronyms

ACFR	Annual Comprehensive Financial Report	GAAP	Generally Accepted Accounting Principles
AFSCME	American Federation of State, County and Municipal Employees	GASB	Governmental Accounting Standards Board
APWA	American Public Works Association	GFOA	Government Finance Officers Association
ASR	Aquifer Storage Recovery	GIS	Geographic Information System
AWWA	American Water Works Association	GO	General Obligation
BAN	Bond Anticipation Notes	GPS	Global Position System
BEST	Business Expansion and Strategic Trends	HMA	Hot Mix Asphalt
BMP	Best Management Practices	HVAC	Heating, Ventilation and Air Conditioning
C-STEP	County-State Traffic Engineering Program	IA	Iowa
CALEA	Commission on Accreditation for Law Enforcement Agencies	IAWA	Iowa Association of Water Agencies
CET	Community Engagement Team	IAWEA	Iowa Water Environment Association
CFAC	Cascade Falls Aquatic Center	ICAAP	Iowa Clean Air Attainment Program
CIP	Capital Improvement Program	IDNR	Iowa Department of Natural Resources
CIRDWC	Central Iowa Regional Drinking Water Commission	IDOT	Iowa Department of Transportation
COPS	Community Oriented Policing Services	IPERS	Iowa Public Employees Retirement System
COSESCO	Construction Site Erosion and Sediment Control Ordinance	IRWA	Iowa Rural Water Association
CY	Calendar Year	ISO	Insurance Service Office
DART	Des Moines Area Regional Transit	IT	Information Technology
DMACC	Des Moines Area Community College	MFPRSI	Municipal Fire and Police Retirement System of Iowa
DNR	Department of Natural Resources	MGD	Million Gallons per Day
DOT	Department of Transportation	MPO	Metropolitan Planning Organization
EECBG	Energy Efficiency and Conservation Block Grant	NPDES	National Pollutant Discharge Elimination System
EMS	Emergency Medical Services	O&M	Operations and Maintenance
ERU	Equivalent Residential Unit	OMB	Office of Management and Budget
FFA	Future Farmers of America	PCAA	Polk County Aviation Authority
FHWA	Federal Highway Administration	PCC	Portland Cement Concrete
FS1	Fire Station No. 1	PRAC	Prairie Ridge Aquatic Center
FS2	Fire Station No. 2	RAD	Rape Aggression Defense
FTE	Full-Time Equivalent	RCB	Reinforced Concrete Box
FY	Fiscal Year	REAP	Resource Enhancement and Protection
		RFP	Request for Proposal

RISE	Revitalize Iowa's Sound Economy
ROW	Right of Way
SERT	Suburban Emergency Response Team
SLFRF	Coronavirus State and Local Fiscal Recovery Funds
SRO	School Resource Officer
STBG	Surface Transportation Block Grant
STEAM	Science, Technology, Engineering, Art and Math
SUDAS	Statewide Urban Design Standards and Specifications
TAP	Transportation Alternatives Funding
TIF	Tax Increment Financing
TIME-21	Transportation Investment Moves the Economy in the 21st Century
TSIP	Traffic Safety Improvement Program
TWLTL	Two-Way Left Turn Lane
UPRR	Union Pacific Railroad
U-STEP	Urban-State Traffic Engineering Program
WRA	Wastewater Reclamation Authority
WRF	Wastewater Reclamation Facility



410 W First Street, Ankeny, Iowa 50023



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the award of the pest control agreement to Ridd-X Pest Control and authorize the Mayor to sign the Letter of Agreement.

EXECUTIVE SUMMARY:

A request for bid for pest control services was issued on June 6, 2022. The request for bid was sent to eight companies, with four responding. Bids were reviewed by a City evaluation team on technical capabilities, demonstrated availability and financial capabilities. The bids received are as follows: Ridd-X Pest Control = \$8,777.00 Preferred Pest Control = \$15,063.35 Springer Professional Home Services = \$11,670.00 Pro-Staff Termite and Pest Control = \$19,325.00. Based on these results, the recommendation is to award Ridd-X Pest Control the Pest Control Contract for a two year period with the option to extend the agreement for three additional one-year time periods.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approving the award of the nuisance and rough cut mowing services agreement to Ridd-X Pest Control.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pest Control Services - Bid Tab
 Pest Control Services 2 - RFP
 Pest Control Services 3 - Agreement
 Pest Control Services 4

**Pest Control Services
Bid Tabulation**

Location	Address
Year-Round Service (4 Quarters):	
Albaugh Senior Center	150 NW Ash Drive
ASR #1	321 SW Elm Street
ASR #2	3700 NE Otter Creek Drive
City Hall	410 West 1st Street
Delaware Pump Station	6384 NE 22nd Street
Fire Station #1	120 NW Ash Drive
Fire Station #2	665 SE Oralabor Road
Fire Station #3	1360 NE 36th Street
Kirkendall Library	1250 SW District Drive
Lakeside Center	400 NW Lakeshore Drive
Magazine Pump Station	701 SE Magazine Road
Maintenance Facility Building A	211 SE Lorenz Drive
Maintenance Facility Building B	211 SE Lorenz Drive
Maintenance Facility Building C	211 SE Lorenz Drive
NW Booster Station	2055 NW Irvinedale Drive
Otter Creek Club House	4100 NE Otter Creek Drive
Outdoor Education Center	610 NE 36th Street
Park Maintenance Shop	210 NW Ash Drive
Police Headquarters	411 SW Ordnance Road
Prairie Ridge Sports Complex-Office	1315 NW State Street
Public Service Building	1210 NW Prairie Ridge Drive
SW Irvinedale Tower - Rodent Only	1841 SW Irvinedale Drive
Wastewater Treatment Facility	1102 SE Creekview Drive
Total	
# of Quarters in Service	
Year-Round Service Total	
Seasonal Service (2 Quarters):	
Prairie Ridge Aquatic Center	1220 NW Prairie Ridge Drive
Cascade Falls Aquatic Center	2350 SW Prairie Trail Parkway
Delaware Pump Station	6384 NE 22nd Street
Magazine Pump Station	701 SE Magazine Road
Saylor Creek Pump Station	940 SW Ankeny Road
Saylor Lift Station	1102 SE Creekview Drive
Total	
# of Quarters in Service	
Seasonal Service (2 Quarters) Total:	
Seasonal Service (3 Quarters):	

Hawkeye Sports Complex - Concessions
 Miracle League Park
 PRSC Baseball Concession
 PRSC Baseball Quad Center
 PRSC Football Concession
 PRSC Soccer Concession
 PRSC Softball Concession
 PRSC Baseball Storage
 PRSC Maintenance
 PRSC Softball Storage

504 West 1st Street
 310 NW School Street
 1551 NW State Street
 1501 NW State Street
 1311 NW State Street
 1560 NW Ash Drive
 1300 NW Ash Drive
 1551 NW State Street
 1315 NW State Street
 1300 NW Ash Drive

Total

of Quarters in Service

Seasonal Service (3 Quarters) Total

Average On-Call Cost per Location

Average On-Call Treatments (Calculated Below)

Estimated Annual Totals

Calculation for On-Call Price Consideration:

	Fiscal Year FY17
# of On-Call Treatments	25
Average # of On-Call Treatments (Rounded Up)	19

Square Footage	Ridd-X Pest Control			
	Cost per Quarter		Cost per Extra Visit	
20,436	\$	49.00	\$	119.00
683	\$	29.00	\$	119.00
1,984	\$	29.00	\$	119.00
11,900	\$	69.00	\$	119.00
1,512	\$	39.00	\$	119.00
30,890	\$	59.00	\$	119.00
12,637	\$	59.00	\$	119.00
12,637	\$	59.00	\$	119.00
60,684	\$	89.00	\$	119.00
4,800	\$	39.00	\$	119.00
1,200	\$	39.00	\$	119.00
29,716	\$	49.00	\$	119.00
27,000	\$	39.00	\$	119.00
13,040	\$	39.00	\$	119.00
2,897	\$	39.00	\$	119.00
13,200	\$	89.00	\$	119.00
1,620	\$	39.00	\$	119.00
10,900	\$	49.00	\$	119.00
40,923	\$	69.00	\$	119.00
3,840	\$	49.00	\$	119.00
27,354	\$	59.00	\$	119.00
2,500	\$	39.00	\$	119.00
9,665	\$	59.00	\$	119.00
	\$	1,177.00		
		4		
	\$	4,708.00		
4,012	\$	59.00	\$	119.00
6,032	\$	59.00	\$	119.00
1,512	\$	39.00	\$	119.00
1,200	\$	39.00	\$	119.00
1,907	\$	39.00	\$	119.00
1,907	\$	39.00	\$	119.00
	\$	274.00		
		2		
	\$	548.00		

1,056	\$	59.00	\$	119.00	
2,136	\$	39.00	\$	119.00	
1,126	\$	39.00	\$	119.00	
900	\$	39.00	\$	119.00	
1,020	\$	39.00	\$	119.00	
1,126	\$	39.00	\$	119.00	
1,020	\$	39.00	\$	119.00	
600	\$	39.00	\$	119.00	
3,008	\$	49.00	\$	119.00	
600	\$	39.00	\$	119.00	
	\$	420.00	\$	4,641.00	
		3			
		1,260			
			\$	119.00	
				19	
	\$	6,516.00	\$	2,261.00	\$ 8,777.00

* Services were chang

FY18	FY19	FY20	*FY21	
	19	14	17	18

Preferred Pest Control			
Cost per Quarter		Cost per Extra Visit	
\$	180.00	\$	45.00
\$	42.00	\$	10.50
\$	54.00	\$	13.50
\$	150.00	\$	37.50
\$	42.00	\$	10.50
\$	150.00	\$	37.50
\$	90.00	\$	22.50
\$	90.00	\$	22.50
\$	240.00	\$	60.00
\$	90.00	\$	22.50
\$	42.00	\$	10.50
\$	150.00	\$	37.50
\$	150.00	\$	37.50
\$	90.00	\$	22.50
\$	72.00	\$	25.00
\$	150.00	\$	37.50
\$	60.00	\$	15.00
\$	90.00	\$	22.50
\$	210.00	\$	52.50
\$	418.00	\$	12.00
\$	180.00	\$	45.00
\$	60.00	\$	15.00
\$	132.00	\$	33.00
\$	2,932.00		
	4		
\$	11,728.00		
\$	150.00	\$	37.50
\$	150.00	\$	37.50
\$	60.00	\$	15.00
\$	42.00	\$	10.50
\$	42.00	\$	10.50
\$	42.00	\$	10.50
\$	486.00		
	2		
\$	972.00		

\$	75.00	\$	18.75	
\$	75.00	\$	18.75	
\$	75.00	\$	18.75	
\$	42.00	\$	10.50	
\$	75.00	\$	18.75	
\$	75.00	\$	18.75	
\$	75.00	\$	18.75	
\$	30.00	\$	7.50	
\$	85.00	\$	21.50	
\$	30.00	\$	7.50	
\$	637.00	\$	928.50	
	3			
	1,911			
		\$	23.81	
			19	
\$	14,611.00	\$	452.35	\$ 15,063.35

ged to strictly on-call due to COVID. These years will not be considered in the average.

Springer Professional Home Services

Cost per Quarter

Cost per Extra Visit

\$	120.00	\$	90.00
\$	30.00	\$	90.00
\$	30.00	\$	90.00
\$	80.00	\$	90.00
\$	30.00	\$	90.00
\$	150.00	\$	90.00
\$	90.00	\$	90.00
\$	90.00	\$	90.00
\$	150.00	\$	90.00
\$	30.00	\$	90.00
\$	30.00	\$	90.00
\$	150.00	\$	90.00
\$	150.00	\$	90.00
\$	90.00	\$	90.00
\$	30.00	\$	90.00
\$	90.00	\$	90.00
\$	30.00	\$	90.00
\$	80.00	\$	90.00
\$	200.00	\$	90.00
\$	30.00	\$	90.00
\$	120.00	\$	90.00
\$	30.00	\$	90.00
\$	30.00	\$	90.00

\$	1,860.00
	4
\$	7,440.00

\$	60.00	\$	90.00
\$	60.00	\$	90.00
\$	60.00	\$	90.00
\$	60.00	\$	90.00
\$	60.00	\$	90.00
\$	60.00	\$	90.00

\$	360.00
	2
\$	720.00

\$	60.00	\$	90.00	
\$	60.00	\$	90.00	
\$	60.00	\$	90.00	
\$	60.00	\$	90.00	
\$	60.00	\$	90.00	
\$	60.00	\$	90.00	
\$	60.00	\$	90.00	
\$	60.00	\$	90.00	
\$	60.00	\$	90.00	
\$	60.00	\$	90.00	
\$	600.00	\$	3,510.00	
	3			
	1,800			
		\$	90.00	
			19	
\$	9,960.00	\$	1,710.00	\$ 11,670.00

Pro-Staff Termite and Pest Control

Cost per Quarter

Cost per Extra Visit

\$	350.00	Included in quarterly cost
\$	50.00	Included in quarterly cost
\$	50.00	Included in quarterly cost
\$	200.00	Included in quarterly cost
\$	75.00	Included in quarterly cost
\$	200.00	Included in quarterly cost
\$	150.00	Included in quarterly cost
\$	150.00	Included in quarterly cost
\$	450.00	Included in quarterly cost
\$	150.00	Included in quarterly cost
\$	50.00	Included in quarterly cost
\$	300.00	Included in quarterly cost
\$	300.00	Included in quarterly cost
\$	150.00	Included in quarterly cost
\$	100.00	Included in quarterly cost
\$	150.00	Included in quarterly cost
\$	50.00	Included in quarterly cost
\$	150.00	Included in quarterly cost
\$	200.00	Included in quarterly cost
\$	50.00	Included in quarterly cost
\$	350.00	Included in quarterly cost
\$	50.00	Included in quarterly cost
\$	300.00	Included in quarterly cost

\$ 4,025.00

4

\$ 16,100.00

\$	75.00	Included in quarterly cost
\$	150.00	Included in quarterly cost
\$	75.00	Included in quarterly cost
\$	75.00	Included in quarterly cost
\$	75.00	Included in quarterly cost
\$	75.00	Included in quarterly cost

\$ 525.00

2

\$ 1,050.00

\$	75.00	Included in quarterly cost			
\$	100.00	Included in quarterly cost			
\$	75.00	Included in quarterly cost			
\$	75.00	Included in quarterly cost			
\$	75.00	Included in quarterly cost			
\$	75.00	Included in quarterly cost			
\$	75.00	Included in quarterly cost			
\$	50.00	Included in quarterly cost			
\$	75.00	Included in quarterly cost			
\$	50.00	Included in quarterly cost			
\$	725.00				
	3				
	2,175				
		\$	-		
			19		
\$	19,325.00	\$	-	\$	19,325.00



**Request for Proposal
Pest Control Services
City of Ankeny, Iowa**

You are invited to submit a proposal for pest control services at various municipal buildings as requested by the City of Ankeny Finance Department.

Name of the Proposal	Pest Control Services
Date of Issuance	June 6, 2022
Deadline for Proposal Submittal	June 24, 2022 before 3:00 p.m.
Proposal Shall Be Submitted To	City of Ankeny Finance Department 410 West First Street Ankeny, IA 50023-1557
Method of Submittal	Mail Delivery or In Person Emailed or Faxed Bids are Not Acceptable
Contact Person, Title Email Address	Austin Demers, Purchasing Coordinator ademers@ankenyiowa.gov
Phone Number	(515) 965-6401
Documents Enclosed	Request for Proposal Submittal Form – Attachment A

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City or any other means of delivery employed by the Bidder.

Overview

The City of Ankeny intends to establish an agreement with a contractor who has the ability, labor, material, equipment and other components necessary to provide quarterly interior and exterior pest control service at various City of Ankeny buildings.

General Scope and Work Objective

- Only licensed technicians will be permitted to treat facilities. A permanent technician shall be assigned to the City of Ankeny account. A copy of the technician's State of Iowa license or certificate is required before the agreement can begin.
- In relationship to frequency and results, the contractor is responsible for controlling or eliminating pest infestation. Service shall be provided at least once every three months, more frequently if required. A complete list of servicing considerations can be found in "**Attachment A – Submittal Form**". The individual bid prices shall include any additional services required to control infestation.
- Pests that will need to be eradicated are rodents and insects (i.e. roaches, ants, flies, bees, wasps, crickets, spiders, millipedes, etc.). Bidder shall notate in their proposal a complete listing of insects, vermin, etc. that is included in their normal routine service. What is not included should be listed and priced separately.
- The contractor will decide on the treatment for each kind of pest, whether it is application of pesticides, traps, glue boards or other methods. Low or no odor chemicals will be used at all times. All pesticides used, and their application, shall be in conformance with regulations of the State of Iowa, chemical manufacturer's recommendations and/or applicable Federal regulations. Safety Data Sheets (SDS) must be given to each City building administrator.
- Each treatment must be authorized by the building administrator and documented as to arrival and departure time of technician. Due to operational needs of some facilities, pest control services may at times be required to occur at other than normal business hours of 8:00 a.m. to 5:00 p.m. Routine service shall be performed by the contractor during hours coordinated by the building administrator, except when special conditions require servicing to be done when a building or area is vacated, after working hours. The building administrator will facilitate access to buildings or areas requiring treatment. A list of site administrators and contact information will be provide to contractor at start of contract.
- The contractor shall respond and provide pest control services within two (2) hours after notification in emergency events. In non-emergency events, the contractor shall initiate work within twenty-four (24) hours from notification.
- Pricing for "as-needed" services, or those services as requested by building administrators and are outside of the planned service agreement shall be provided in the form of an estimate, which is mutually agreed upon by the contractor and the building administrator. The City reserves the right to obtain a quotation or cost estimate from another vendor if the City deems the estimate provided by the contractor to be high. If the second estimate obtained from another vendor is less than the contractor's estimate, the City reserves the right to obtain the work from the secondary vendor.
- All City buildings covered under this agreement are listed in Attachment A – Bid Submittal form. The City reserves the right to add or remove City buildings to/from this agreement at any point. Pricing for any new facilities will be on a negotiated basis.
- Any damage to existing building structures, equipment or furnished surfaces resulting from the performance of this contract shall be repaired to the City's satisfaction at the contractor's expense.

Bid Instructions and Clarifications

Date of Issuance	June 6, 2022
Deadline for Proposal Submittal	June 24, 2022
Recommendation for Award	June 30, 2022
Anticipated Start Date of Contract	July 1, 2022

- Proposal shall be good for 120 days. Bid tabulation will be available for review upon recommendation for award.
- Surcharges (i.e. fuel surcharges, environment charges, service charges, etc.) will not be allowed to be added to invoices as an additional line item. In addition, the City is tax exempt. All applicable sales tax to be excluded from invoices.
- The City qualifies for the Sourcwell and U.S. Communities cooperative purchasing programs. Please indicate any such pricing as well as any required conditions.
- City locations and approximate square footage are listed on Attachment A – Submittal Form. Interested contractors should bid on all of the services, as the City is intending to award just one contract.
- Locations and services may be added or deleted during the term of the contract, with pricing done on a negotiated basis between the City and contractor.
- Include provided Signature Page with your Submittal Form. Proposals which are not signed and dated by an authorized representative will not be accepted.
- A Certificate of Insurance should be included with your bid. Insurance requirements are listed on page 6.

Award Criteria

All proposals will be evaluated based on the contractor's adherence to the specifications, pricing structure, references and certificate of insurance. The City evaluation team may arrange meetings with representatives of the companies whose proposals are deemed to be within the competitive range. The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received.

Terms of Contract

The term of the contract shall be for two (2) years, anticipated to be July 1, 2022 through June 30, 2024. The City and the contractor may renew the original contract for three (3) additional one-year time periods by mutual agreement.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the contractor requests a price increase, the contractor shall provide sufficient

written documentation to substantiate the request. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost the future performance of the contract.

Payment Schedule

The contractor will be paid within 30 days of service being provided in arrears. Payments are processed once work is deemed complete by the building administrator and after approval by the Ankeny City Council on the first and third Mondays of the month. Invoices should be itemized, showing the date, site name and address, cost and description of work provided by the contractor.

Submitted Proposal to Include the Following Items:

- Completed Signature Page (page 5)
- Completed Attachment A – Submittal Form
- Brief overview of firm, identification of key personnel, experience and objective.
- Certificate of Insurance
- Provide 2 copies of the above, in an envelope clearly marked on the outside with proposal subject, "Pest Control Services – City of Ankeny".

Signature Page

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that he/she agrees:

- To fulfill the obligations contained herein accordance with all instructions, terms, conditions and specifications set forth;
- To furnish all required services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full;
- To hold this bid open for 120 days after bid opening;

Submitting Firm: _____

Address: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ Email: _____

Phone: _____ Fax: _____

Exceptions/Deviations to this Request for Proposal shall be noted below. If adequate space is not provided, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "None" in the space below.

INSURANCE INFORMATION – CITY OF ANKENY, IOWA

INSURANCE REQUIREMENTS

For PRODUCTS or SERVICES requiring Contractor's presence on any City property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverage set forth in this INSURANCE SECTION.

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

Automobile Liability Insurance: The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per accident and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Umbrella: The Contractor shall carry and maintain during the term of this contract, umbrella coverage with at least \$1,000,000 limit. Umbrella coverage can also be used to satisfy the required General Liability and Automobile limits.

Subcontractors: In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "A" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: The City of Ankeny, its officers and employees shall be named as additional insured without restrictions on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. An original policy or **Certificate of Insurance** with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under his/her Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. *"The City of Ankeny, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to Pest Control Services – City of Ankeny"* must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
6. The liability limits required by the City are \$2,000,000 (minimum). This must be **occurrence form** general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

1. The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any purchase order placed.
2. The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Buyer and Seller, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Unless otherwise agreed between Buyer and Seller, the FOB point on any shipment to the City, in terms of loss or damage, is destination. The Seller must confirm that charges for freight will be included in the price of the goods at the time of the quote/bid.
4. The City is not obligated to keep nor pay for over shipments of products; neither is the City obligated to make payments on goods which are shipped in a lesser quantity than was originally ordered or shipped in partial quantities, particularly if not having a complete shipment precludes the City from performing its work.
5. Payment is authorized by the City Council on the first and third Mondays of the month.
6. The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned place of delivery and all bills of lading or other shipping papers which require signature by the City have been signed.
7. In spite of physical receipt, the City shall deem to accept goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
8. Goods are subject to City inspection upon arrival. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned for credit and are not to be replaced except with the approval of the City department placing the original order.
9. Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
10. In the event of supplier's failure to deliver when specifically promised and as agreed between Buyer and Seller in terms of quantity, quality, price and other requirements, the City reserves the right to cancel the purchase order, or any part thereof, without prejudice to its other rights. It is further agreed that the City may return all or part of any shipment so made and may charge Seller with any loss or expense as a result of such failure to deliver as promised.
11. The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes. Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
12. The Seller agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
13. Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
14. The supplier expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the quote/bid in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship. All other applicable provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of these terms and conditions.
15. All parties to this bid and any ensuing purchase agree that the representatives of both Buyer and Seller are, in fact, bona fide and possess full authority to bind said parties.
16. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
17. Each bidder shall submit an original bid on the forms attached. The bidder shall sign his/her bid correctly, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. The City reserves the right to reject any or all bids. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.
18. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
19. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
20. The supplier agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the supplier, its employees, subcontractors or any independent contractors working under the direction of either the supplier or subcontractor in the performance of this contract.
21. For PRODUCTS or SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this Agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their insurance policy if requested by the City.
22. All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Ankeny in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the City of Ankeny and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunity.



LETTER OF AGREEMENT FOR PEST CONTROL SERVICES

This Agreement is to be effective on the 1st day of July, 2022, by and between Ridd X Pest Control, hereinafter called “the Contractor” and the City of Ankeny, Iowa, hereinafter called “the City”.

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to the City the services set forth in the contract documents consisting of providing pest control services at our municipal buildings, facilities, and parks on a quarterly basis. Additional servicing may occur as-needed.

Term of Contract -

- The term of the contract is two (2) years, July 2022 through June 2024, with the option to extend the agreement for up to three (3) additional one-year time periods.
- Pricing will remain unchanged through June 2024.

Contract Documents - The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- This signed Letter of Agreement;
- The Request for Bid for Pest Control Services dated June 6, 2022;
- The bid submitted by the Contractor June 17, 2022.

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 30 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: Mark Holm, Mayor

Date

Ridd X Pest Control

By: Steve Foster, Contractor Representative

Date

Signature Page

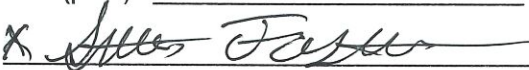
The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that he/she agrees:

- To fulfill the obligations contained herein accordance with all instructions, terms, conditions and specifications set forth;
- To furnish all required services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full;
- To hold this bid open for 120 days after bid opening;

Submitting Firm: Ridd X Pest Control

Address: P.O. Box 7771 Des Moines, IA 50323-7771

Authorized Representative (print): Steve Foster Title: President

Authorized Signature: 

Date: 06/17/2022

Email: foster.riddxinc@gmail.com

Phone: 515-996-9000

Fax: _____

Exceptions/Deviations to this Request for Proposal shall be noted below. If adequate space is not provided, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "None" in the space below.

None

ATTACHMENT A
SUBMITTAL FORM
PEST CONTROL SERVICES – CITY OF ANKENY

All Year Service

Location	Address	Approximate Sq. Footage	Cost per Quarter	Cost per Extra Visit	Comments
Albaugh Senior Center	150 NW Ash Drive	20,436	\$49	\$119	Previous pests; Wasp, Pill Bugs
ASR #1	321 SW Elm Street	683	\$29	\$119	
ASR #2	3700 NE Otter Creek Drive	1,984	\$29	\$119	
City Hall	410 West First Street	11,900	\$69	\$119	Previous pests; Ants, Mice
Delaware Pump Station	6384 NE 22 nd Street	1,512	\$39	\$119	Previous pests; Cricket's, Spiders
Fire Station No. 1	120 NW Ash Drive	30,890	\$59	\$119	Previous pests; Ants, Mice, Wasp
Fire Station No. 2	665 SE Oralabor Road	12,637	\$59	\$119	Previous pests; Ants, Cricket's
Fire Station No. 3	1360 NE 36 th Street	12,637	\$59	\$119	Previous pests; Ants, Millipedes
Kirkendall Library	1250 SW District Drive	60,684	\$89	\$119	Previous pests; Spiders, Clovermites
Lakeside Center	400 NW Lakeshore Drive	4,800	\$39	\$119	Previous pests; Mice, Cicada Killer's
Magazine Pump Station	701 SE Magazine Road	1,200	\$39	\$119	Previous pests; Wasp, Centipedes
Maintenance Facility Building A	211 SE Lorenz Drive	29,716	\$49	\$119	Previous pests; Cricket's, Rat's
Maintenance Facility Building B	211 SE Lorenz Drive	27,000	\$39	\$119	Previous pests; Spiders, Rat's
Maintenance Facility Building C	211 SE Lorenz Drive	13,040	\$39	\$119	Previous pests; Mice, Rat's
NW Booster Station	2055 NW Irvinedale Drive	2,897	\$39	\$119	
Otter Creek Club House	4100 NE Otter Creek Drive	13,200	\$89	\$119	Has kitchen & Commercial food prep.

Location	Address	Approximate Sq. Footage	Cost per Quarter	Cost per Extra Visit	Comments
Outdoor Education Center	610 NE 36 th Street	1,620	\$39	\$119	Previous pests; Wasp, Box Elder Bug's, Snakes
Park Maintenance Shop	210 NW Ash Drive	10,900	\$49	\$119	Previous pests; Mice, Carpenter Ants, Spiders, Wasp
Police Headquarters	411 SW Ordinance Road	40,923	\$69	\$119	Previous pests; Mice, Ants, Fleas & Ticks Animal Containment Area
Prairie Ridge Sports Complex-Office	1315 NW State Street	3,840	\$49	\$119	Previous pests; Spiders, Wasp, Ants, Mice
Public Services Building	220 West First Street	27,354	\$59	\$119	Previous pests; Ants, Sow Bugs, Mice, Springtail's
SW Irvinedale Tower <i>Rodent Only</i>	1841 SW Irvinedale Drive	2,500	\$39	\$119	
Wastewater Treatment Facility	1102 SE Creekview Drive	9,665	\$59	\$119	Previous pests; Ground Beetle's, Cricket's, Ants, Mice, Rat's

Seasonal Service

Location	Address	Approximate Sq. Footage	Cost per Quarter	Cost per Extra Visit	Comments
Prairie Ridge Aquatic Center <i>Memorial Day thru Labor Day only</i>	1220 NW Prairie Ridge Drive	4,012	\$59	\$119	Previous pests; Wasp, Ants, Cricket's, Tiger Centipede's, Pill Bug's, Mice Pennsylvania Wood Roaches
Cascade Falls Aquatic Center <i>Memorial Day thru Labor Day only</i>	2350 SW Prairie Trail Parkway	6,032	\$59	\$119	Previous pests; Wasp, Ants, Cricket's, Tiger Centipede's, Pill Bug's, Mice Pennsylvania Wood Roaches, Bee's
Delaware Pump Station <i>Outside perimeter in summer only</i>	6384 NE 22 nd Street	1,512	\$39	\$119	Previous pests; Cricket's, Spiders, Mice, Clovermites
Hawkeye Sports Complex-Concessions <i>No winter months service</i>	504 West First Street	1,056	\$59	\$119	Previous pests; Ants, Spiders, Cicada Killer's, Cricket's, Mice

Location	Address	Approximate Sq. Footage	Cost per Quarter	Cost per Extra Visit	Comments
Miracle League Park <i>No winter months service</i>	310 NW School Street	2,136	\$39	\$119	Previous pests; Mice, Spiders, Crickets
Magazine Pump Station <i>Outside perimeter</i>	701 SE Magazine Road	1,200	\$39	\$119	Previous pests; Crickets, Mice, Wasp, Spiders
PRSC Baseball Concession <i>March 1st thru November 30th only</i>	1551 NW State Street	1,126	\$39	\$119	Previous pests; Mice, Ants, Spiders, Wasp
PRSC Baseball Quad Center <i>March 1st thru November 30th only</i>	1501 NW State Street	900	\$39	\$119	Previous pests; Wasp, Ants, Spiders
PRSC Football Concession <i>March 1st thru November 30th only</i>	1311 NW State Street	1,020	\$39	\$119	Previous pests; Ants, Wasp, Millipedes, Mice
PRSC Soccer Concession <i>March 1st thru November 30th only</i>	1560 NW Ash Drive	1,126	\$39	\$119	Previous pests; Ants, Wasp, Millipedes, Mice
PRSC Softball Concession <i>March 1st thru November 30th only</i>	1300 NW Ash Drive	1,020	\$39	\$119	Previous pests; Ants, Wasp, Millipedes, Pill Bugs, Mice
PRSC Baseball Storage <i>March 1st thru November 30th only</i>	1551 NW State Street	600	\$39	\$119	Previous pests; Ants, Wasp, Mice
PRSC Maintenance <i>March 1st thru November 30th only</i>	1315 NW State Street	3,008	\$49	\$119	Previous pests; Ants, Wasp, Roaches, Crickets, Mice
PRSC Softball Storage <i>March 1st thru November 30th only</i>	1300 NW Ash Drive	600	\$39	\$119	Previous pests; Ants, Wasp, Roaches, Crickets, Mice

Location	Address	Approximate Sq. Footage	Cost per Quarter	Cost per Extra Visit	Comments
Saylor Creek Pump Station <i>Outside perimeter</i>	940 SW Ankeny Road	1,907	\$39	\$119	Previous pests; Ants, Wasp, Millipedes, Crickets, Mice
Saylor Lift Station <i>Outside perimeter in summer only;</i>	1102 SE Creekview Drive	1,907	\$39	\$119	Previous pests; Ground Beetle's, Cricket's, Ant's, Mice, Rat's

General Pest Control; Ants, Bees, Beetles, Centipedes, Crickets, Mice, Millipedes, Rats, Roaches, Sow Bugs, Spiders, Springtails, Pill Bugs, Wasp

Non-General Pests; Bed Bugs, Cicada Killer's, Fleas, Mosquitos, Termites, Ticks. Price dependent upon severity of infestation.

Authorized Signature X.  Date 06/17/2022

Printed Name Steve Foster

Company Name Ridd X Pest Control

Address P.O. Box 7771 Des Moines State Iowa Zip 50323-7771



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2022

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

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

PRODUCER Select Insurance Agency, Inc. 676A White Plains Rd. Scarsdale NY 10583	CONTACT NAME: Certificate Department	FAX (A/C, No): 914-337-2219	
	PHONE (A/C, No, Ext): 914-337-2240	E-MAIL ADDRESS: certificates@selectagency.com	
INSURED Ridd X, Inc. 1430 Badger Creek Rd Van Meter IA 50261	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Imperium Insurance Company		35408
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

License#: BR-849741
RIDDXIN-01**COVERAGES****CERTIFICATE NUMBER:** 1232624763**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		IIC-GL-01291-09	6/15/2022	6/15/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			IIC-CA-00276-09	6/15/2022	6/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y		IIC-EX-00611-06	6/15/2022	6/15/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	IIC-WC-01220-06	6/15/2022	6/15/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Ankeny, its officers and employees, shall be named as additional insured when required by written contract on the contractor's liability policies with regard to Pest Control Services.

CERTIFICATE HOLDER**CANCELLATION**City of Ankeny
410 West First Street
Ankeny IA 50023-1557

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

AUTHORIZED REPRESENTATIVE

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Integrated Pest Management



PO BOX 7771

DES MOINES, IA 50323

(515) 996-9000

(800) 565-3726

- Free Estimates
- Quality Work by State Certified Professionals
- Residential, Commercial and Industrial Service

Ridd X IPM takes advantage of all appropriate pest management options. Ridd X IPM is not a single pest control method but, rather, a series of pest management evaluations, decisions and controls.

• Set Action Thresholds

Before taking any pest control action, Ridd X IPM first sets an action threshold, a point at which pest populations or environmental conditions indicate that pest control action must be taken.

• Monitor and Identify Pests

Ridd X IPM programs work to monitor for pests and identify them accurately, so that appropriate control decisions can be made in conjunction with action thresholds.

• Prevention

As a first line of pest control, Ridd X IPM programs work to manage for the potential of infestation. The best way to manage for potential infestation is to prevent insects from entering through thresholds including, but not limited to doors, windows, plumbing and electrical lines coming into the structure.

• Control

Once monitoring, identification, and action thresholds indicate that pest control is required, and preventive methods are no longer effective or available, Ridd X IPM programs then evaluate the proper control method both for effectiveness and risk. Effective, less risky pest controls are chosen first, including highly targeted chemicals, such as integrated growth regulator to disrupt pest mating, or mechanical control, such as trapping. If further monitoring, identifications and action thresholds indicate that less risky controls are not working, then additional pest control methods would be employed, such as targeted spraying of pesticides in and/or around structures including, but not limited to landscape.

• Recommendations

The use of insect control devices, termite control devices and rodent control devices are very important. Make sure that door sweeps are maintained so that pests are less likely to enter, all windows should have a tight seal when closed. If at all possible screens can be used for windows that are commonly opened. Food prepping areas should be cleaned on a regular basis, it is recommended to pick up any food debris that may fall underneath prepping areas. We highly suggest the use of monitors such as, but not limited to fly insect machines and sticky traps. Inspection of food deliveries is important to prevent infestation of insects such as German cockroaches. It is recommended to have termite monitors installed in the ground located by the exterior of the structures, if at all possible a termite pre-treatment or post treatment using a highly efficient environmentally approved termiticide is recommended. It is also recommended to have rodent boxes on the exterior of all structures to prevent potential infestation. Ridd X can provide all necessary control for insects and rodents.

• Staff

Steve Foster - President/Pest Control Technician - 40 Years

Grant Foster - Pest Control Technician/Termite Specialist - 10 Years

• About Us

We provide Pest and Termite Control service for Residential, Commercial and Industrial. We have been a locally owned and operated company for over 35 years! We are proud to serve you and meet any needs our clients may require.



IOWA DEPARTMENT OF
**AGRICULTURE &
LAND STEWARDSHIP**

RIDD-X TERMITE PEST CONTRL INC

Company Name:

RIDD-X TERMITE PEST CONTRL INC

Company License:

02369-001

License Type:

00-Commercial Applicator/Not Aerial

City, State, Zip:

VAN METER, IA - Iowa, 50261-0000

Phone:

(515) 996-9000

County:

MADISON - 61

Expiration Date:

2022-12-31

License Status:

Current

Certification No.	Certificate Type	Applicator Name	Expiration Date
<u>11823</u>	Commercial	STEVE G. FOSTER	2022-12-31
<u>43559</u>	Commercial	GRANT K FOSTER	2024-12-31



IOWA DEPARTMENT OF
**AGRICULTURE &
LAND STEWARDSHIP**

STEVE G. FOSTER

Certification Number:

11823

Certification Expiration Date:

2022-12-31

Certificate Type:

Commercial

Company Name:

RIDD-X TERMITE PEST CONTRL INC

Applicator Name:

STEVE G. FOSTER

City, State, Zip:

VAN METER, IA - Iowa, 50261-0000

Phone:

(515) 996-9000

Category:

C,7A,7B

County:

MADISON - 61

Company License Expiration Date:

2022-12-31

Certification Status:

Current



IOWA DEPARTMENT OF
**AGRICULTURE &
LAND STEWARDSHIP**

GRANT K FOSTER

Certification Number:
43559

Certification Expiration Date:
2024-12-31

Certificate Type:
Commercial

Company Name:
RIDD-X TERMITE PEST CONTRL INC

Applicator Name:
GRANT K FOSTER

City, State, Zip:
VAN METER, IA - Iowa, 50261-0000

Phone:
(515) 996-9000

Category:
C,7A,7B

County:
MADISON - 61

Company License Expiration Date:
2022-12-31

Certification Status:
Current



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, performance and maintenance bonds for public improvements, platted easements, cost share request for water main upsizing, restrictive covenants, park site dedication agreement, water and sanitary sewer connection fees, and sidewalk fee for Courtyards at Harvest Ridge Plat 4.

EXECUTIVE SUMMARY:

The Courtyards at Harvest Ridge Plat 4 is a proposed 15.06 acre plat located north of NE 54th Street and NE 62nd Street and east of N Ankeny Blvd. The subject plat creates 51 lots for the construction of 51 single-story detached townhome units and an outlot for the privately owned common space. The area is zoned R-3, Multiple-Family Residence District, restricted to 10 units per acre.

FISCAL IMPACT: **Yes**

Authorize cost participation request for water main upsizing in an amount estimated to be \$7,315.

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 PZ minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, PLATTED EASEMENTS, COST SHARE REQUEST FOR WATER MAIN UPSIZING, RESTRICTIVE COVENANTS, PARK SITE DEDICATION AGREEMENT, WATER AND SANITARY SEWER CONNECTION FEES, AND SIDEWALK FEE FOR COURTYARDS AT HARVEST RIDGE PLAT 4.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of the final plat for Courtyards at Harvest Ridge Plat 4 on the 17th day of May 2022; and

WHEREAS, the attorney's title opinion, platted easements, performance and maintenance bonds for public improvements, water main cost share request, and park site dedication agreement have been submitted and approved by the City Engineer and Community Development Director of the City of Ankeny, Iowa.

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

1. That the final plat for Courtyards at Harvest Ridge Plat 4 is hereby approved;
2. That the Public Utilities Easement, Public Ingress-Egress, Sanitary Sewer, and Water Main Easement, Gas Main Easements, Water Main Easement, Drainage Easement and Amended and Restated Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement are hereby accepted;
3. That the performance and maintenance bonds for water main and sanitary sewer are hereby accepted;
4. That the Parkland Dedication Agreement and payment of \$7,863.66 in lieu of parkland dedication are hereby accepted;
5. That cost participation for water main upsizing be authorized in an amount estimated to be \$7,315 is hereby approved;
6. That the payment for future sidewalk in the amount of \$9,345 is hereby accepted.

PASSED AND APPROVED this 5th day of July 2022.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, May 17, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Vice Chair T.Rapp called the May 17, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #4. Courtyards at Harvest Ridge Plat 4 Final Plat and Courtyards at Harvest Ridge Plat 4 Site Plan

Motion to recommend City Council approval of the Courtyards at Harvest Ridge Plat 4 Final Plat.

Motion to approve the Courtyards at Harvest Ridge Plat 4 Site Plan, subject to City Council approval of the public improvement construction documents and recordation of the final plat.

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

COURTYARDS AT HARVEST RIDGE PLAT 4

FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER'S STAMP

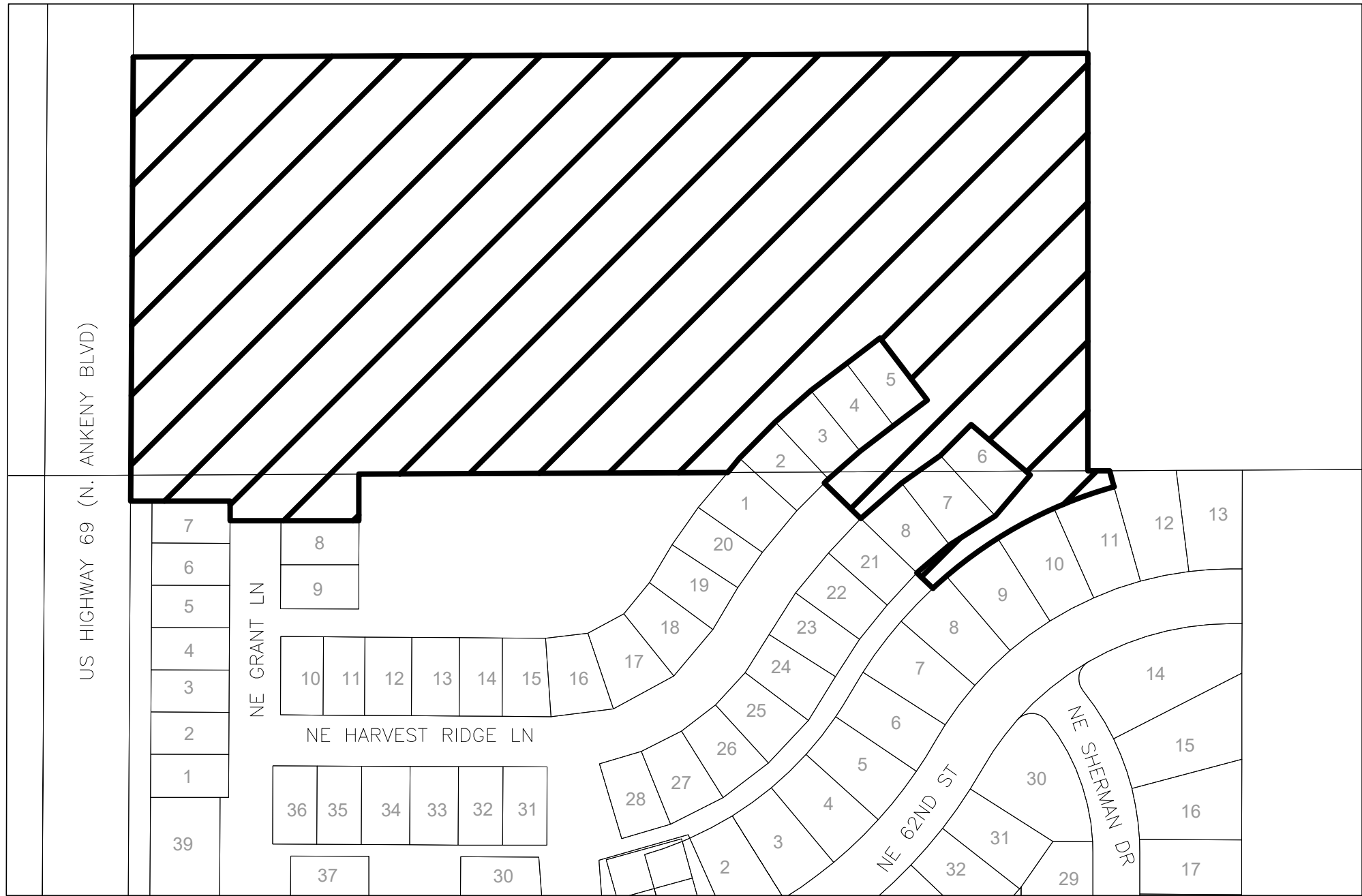
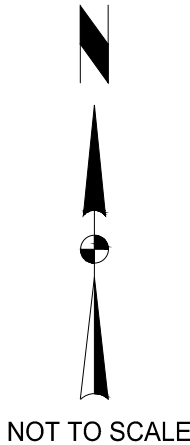
INDEX LEGEND

SURVEYOR'S NAME:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM

SURVEY LOCATED:
OUTLOT "Y" & PT. OUTLOT "V"
COURTYARDS AT HARVEST RIDGE PLAT 2
COURTYARDS AT HARVEST RIDGE PLAT 3

REQUESTED BY:
COURTYARDS AT HARVEST RIDGE LLC

RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023



PLAT DESCRIPTION

A PART OF OUTLOT "Y", COURTYARDS AT HARVEST RIDGE PLAT 1, AN OFFICIAL PLAT AND OUTLOT "Y", COURTYARDS AT HARVEST RIDGE PLAT 3, AN OFFICIAL PLAT ALL IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 89°35'34" EAST ALONG THE NORTH LINE OF SAID OUTLOT "Y", 1221.44 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "Y"; THENCE SOUTH 0°07'36" WEST ALONG THE EAST LINE OF SAID OUTLOT "Y", 534.33 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE NORTH 89°35'34" EAST ALONG SAID EAST LINE, 27.91 FEET; THENCE SOUTH 15°33'32" EAST ALONG SAID EAST LINE, 21.69 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID OUTLOT "Y" AND ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 560.00 FEET; WHOSE ARC LENGTH IS 268.95 FEET AND WHOSE CHORD BEARS SOUTH 60°40'56" WEST, 266.37 FEET TO A SOUTHERLY CORNER OF SAID OUTLOT "Y"; THENCE NORTH 45°48'48" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 27.60 FEET TO A SOUTHERLY CORNER OF LOT 8, COURTYARDS AT HARVEST RIDGE PLAT 3, AN OFFICIAL PLAT; THENCE NORTH 49°29'46" EAST ALONG SAID SOUTH LINE, 55.09 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 57°54'58" EAST ALONG SAID SOUTH LINE, 69.24 FEET TO THE SOUTHEAST CORNER OF LOT 7, OF SAID COURTYARDS AT HARVEST RIDGE PLAT 3; THENCE NORTH 40°37'24" EAST ALONG SAID SOUTH LINE, 68.99 FEET TO THE SOUTHEAST CORNER OF LOT 6, OF SAID COURTYARDS AT HARVEST RIDGE PLAT 3; THENCE NORTH 49°22'36" WEST ALONG THE ALONG SAID SOUTH LINE, 99.48 FEET TO THE NORTHERLY CORNER OF SAID LOT 6; THENCE SOUTH 44°53'16" WEST ALONG SAID SOUTH LINE, 56.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 54°59'40" WEST ALONG SAID SOUTH LINE, 60.80 FEET TO THE NORTHWEST CORNER OF LOT 7, OF SAID COURTYARDS AT HARVEST RIDGE PLAT 3; THENCE SOUTH 49°02'57" WEST ALONG SAID SOUTH LINE, 69.24 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 45°48'48" WEST ALONG SAID SOUTH LINE, 64.80 FEET; THENCE NORTH 44°45'23" EAST ALONG SAID SOUTH LINE, 7.58 FEET TO THE SOUTHEAST CORNER OF LOT 2, OF SAID COURTYARDS AT HARVEST RIDGE PLAT 3; THENCE NORTH 48°50'38" EAST ALONG SAID SOUTH LINE, 53.65 FEET TO THE SOUTHEAST CORNER OF LOT 3, OF SAID COURTYARDS AT HARVEST RIDGE PLAT 3; THENCE NORTH 52°55'49" EAST ALONG SAID SOUTH LINE, 107.83 FEET TO THE SOUTHEAST CORNER OF LOT 5, OF SAID COURTYARDS AT HARVEST RIDGE PLAT 3; THENCE NORTH 37°04'11" WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE NORTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 52°55'49" WEST ALONG SAID SOUTH LINE, 111.39 FEET TO THE NORTHWEST CORNER OF LOT 4, OF SAID COURTYARDS AT HARVEST RIDGE PLAT 3; THENCE SOUTH 48°50'38" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 60.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 44°45'28" WEST ALONG SAID SOUTH LINE, 65.29 FEET TO THE NORTHWEST CORNER OF LOT 2, OF SAID COURTYARDS AT HARVEST RIDGE PLAT 3; THENCE SOUTH 39°28'07" WEST ALONG SAID SOUTH LINE, 23.60 FEET; THENCE SOUTH 89°35'34" WEST ALONG SAID SOUTH LINE, 471.21 FEET; THENCE SOUTH 0°16'59" WEST, 60.39 FEET TO THE NORTHEAST CORNER OF LOT 8, COURTYARDS AT HARVEST RIDGE PLAT 1, AN OFFICIAL PLAT, THENCE NORTH 89°43'01" WEST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 165.00 FEET TO THE EAST LINE OF LOT 7, OF SAID COURTYARDS AT HARVEST RIDGE PLAT 1; THENCE NORTH 0°16'59" EAST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 24.37 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE NORTH 89°43'01" WEST ALONG THE NORTH LINE OF SAID LOT 7 AND ALONG THE EXTENSION OF SAID LOT 7 TO THE WEST LINE OF SAID COURTYARDS AT HARVEST RIDGE PLAT 1, A DISTANCE OF 127.50 FEET TO SAID WEST LINE; THENCE NORTH 0°17'24" EAST ALONG SAID WEST LINE, 32.50 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 0°26'26" EAST ALONG THE WEST LINE OF SAID OUTLOT "Y", 534.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.06 ACRES (655,852 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD

OWNER

COURTYARDS AT HARVEST RIDGE LLC
1680 SW ANKENY ROAD, SUITE 1B
ANKENY, IA 50023
CONTACT: JAMES LINDGREN
EMAIL: JAMES@CALIBERIOWA.COM
PHONE: 515-597-5457

ZONING

R3 - MULTI-FAMILY RESIDENCE DISTRICT RESTRICTED TO 10 UNITS/AC.

BULK REGULATIONS

FRONT YARD SETBACK= 30' ALONG PUBLIC STREET FRONTAGE
GARAGE SETBACK= 20' FROM SIDEWALK
REAR YARD SETBACK= 35'
SIDE YARD SETBACK=
TOTAL SIDE YARD= 10'
MINIMUM ON ONE SIDE= 5'

SITE AREA

GROSS AREA=15.06 AC (655,852 SF)

DATE OF SURVEY

MARCH 14, 2022

NOTES

- 1.) NO DRIVEWAY ACCESS ALLOWED ONTO NORTH ANKENY BLVD.
- 2.) OUTLOT Y TO BE OWNED AND MAINTAINED BY THE COURTYARDS AT HARVEST RIDGE HOA.



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

Erin D. Griffin, PLS Date

License Number 19710

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

Sheets 1 to 2, of 2

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND

Section Corner
1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

SET

Section Corner
1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

COURTYARDS AT HARVEST RIDGE PLAT 4

FINAL PLAT

ANKENY, IA

SNYDER & ASSOCIATES, INC. I



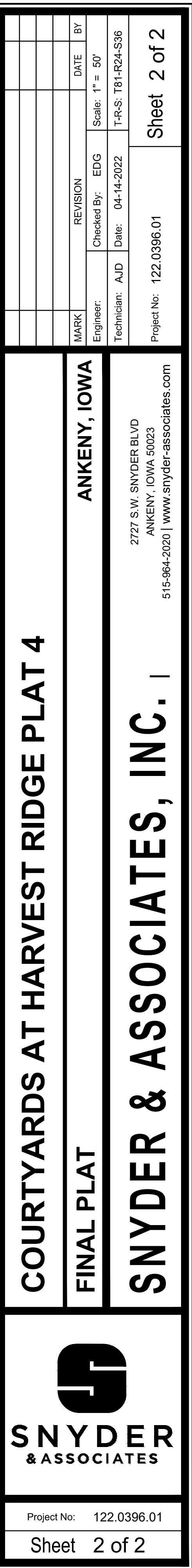
Project No: 122.0396.01

Sheet 1 of 2

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 122.0396.01

Sheet 1 of 2





*Plan and Zoning Commission
Staff Report*

Meeting Date: May 17, 2022

Agenda Item: Courtyards at Harvest Ridge Plat 4 - Final Plat and Site Plan
Report Date: May 12, 2022
Prepared by: Laura Hutzell
Associate Planner

ESC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Courtyards at Harvest Ridge Plat 4 Final Plat.

That the Plan and Zoning Commission approve the Courtyards at Harvest Ridge Plat 4 Site Plan subject to Council approval of the public improvement construction documents and recordation of the final plat.

Project Summary:

Courtyards at Harvest Ridge Plat 4 is a proposed 15.06 -acre (+/-) plat located north of NE 54th Street and NE 62nd Street and east of N Ankeny Boulevard. The subject plat creates 51 lots for the construction of 51 single-story detached townhome units and an outlot for the privately-owned common space. The area is zoned R-3, Multiple-Family Residence District, restricted to 10 units per acre.

The Courtyards at Harvest Ridge Plat 4 and Site Plan includes a northerly extension of NE Harvest Ridge Lane on the east side of the site and NE Grant Lane on the west side of the site. It also includes public and private utilities, including public sanitary sewer, public water, and private storm sewer as well as a plan for landscaping. Two parking spaces per unit are required and the plan shows four spaces per unit including two garage and two driveway spaces per unit. One visitor parking stall for every four townhome lots is also required. The parking requirements provided meet the requirement for this plat.

The elevation drawings for the townhomes include the use of stone and lap siding. A landscaping plan is included as part of the site plan. This site meets the open space and landscaping requirements. Each townhome will have trees in the front and rear yard as well as landscaping on the west side of the site along N Ankeny Boulevard.

Project Report:

Streets: The proposed development will be accessed from N Ankeny Boulevard via NE 62nd Street and a private extension of NE Grant Lane and NE Harvest Ridge Lane. The layout of the proposed development extends NE Grant Lane and NE Harvest Ridge Lane to the north, these two streets will then connect to NE 64th Lane forming a loop. All proposed roads in the development will be required to have 5-foot sidewalks.

Water: An eight-inch public water main exists along NE Grant Lane. This eight-inch water main will extend throughout the plat area to serve the subject development.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Courtyards at Harvest Ridge Plat 4
NAME OF OWNER: Courtyards at Harvest Ridge, LLC
NAME OF DEVELOPER: Courtyards at Harvest Ridge, LLC

GENERAL INFORMATION:

PLAT LOCATION: North of NE 62nd Street, east of North Ankeny Boulevard
SIZE OF PLAT 4: 15.06 acres
ZONING: R-3, Multiple-Family Residence District, restricted to 10 units per acre.

LOTS:

NUMBER: 51 lots, 1 outlot
SIZE/DENSITY: 3.39 units per acre
USE: Single-family detached housing
BUILDING LINES: 30' front yard setback along public street frontage; 35' rear yard setback.

ADJACENT LANDS:

NORTH: R-1 zoned agricultural land
SOUTH: Harvest Ridge Plat 1
EAST: R-1 zoned agricultural land
WEST: R-1 zoned agricultural land

STREET DEVELOPMENT: No public streets are proposed with this development.

PARK SITE DEDICATION: The developer has requested payment in lieu of dedication.

WASTE WATER:

PROJECTED FLOWS: 15.06 acres of developable land x 1,800 gal. per day/acre of developable land = 27,108 GPD

WRA CAPACITY: 11.2 MGD, current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUCK LINE: Four Mile Interceptor

STORM WATER:

BASIN FLOWS: This plat lies in the Four Mile Drainage Area

WATER SYSTEM:

USAGE: 15.06 acres of developable land x 100 gal. per day/acre of developable land = 15,060 GPD estimate

SUPPLY CAPACITY: 47 MGD; Current daily avg. 18 MGD.

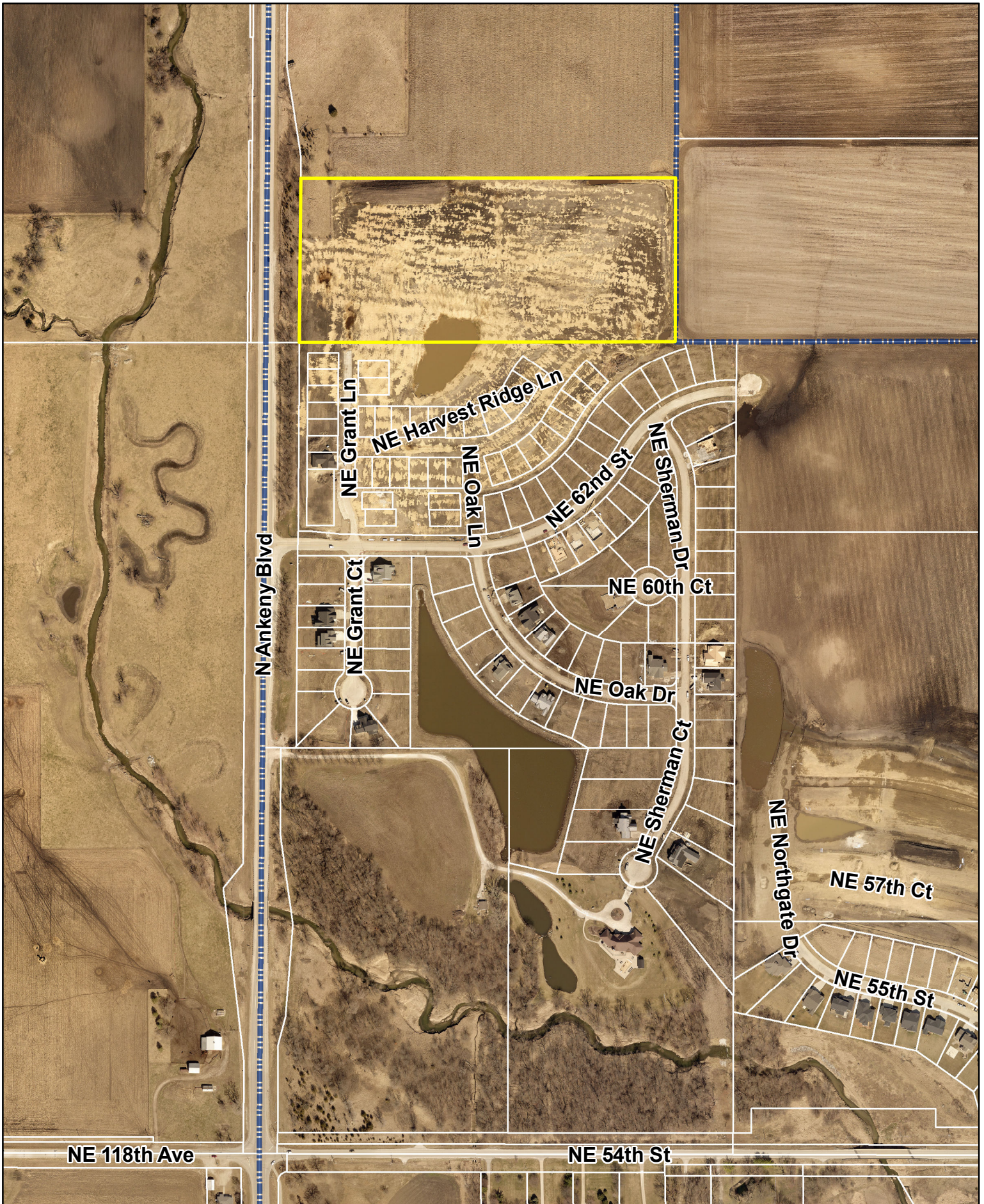
FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.

Sewer: Eight-inch public sanitary sewer exists along NE Grant Lane, which will extend throughout the plat area to serve the subject development. Wastewater will convey off-site to the south, and ultimately into the Four Mile trunk sewer.

Drainage: The Courtyards at Harvest Ridge has been a multi-phased development. The previously platted area to the south contains a detention basin within an existing stormwater management easement area. Stormwater from Plat 4 will be handled by two, 18-inch storm sewer mains that run through the east and west sides of the plat draining the stormwater to the existing detention basin, and ultimately into Four Mile Creek.

Parkland: A payment in lieu of parksite dedication in the amount of \$7,863.66 is required.





June 24, 2022

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

RE: COURTYARDS AT HARVEST RIDGE PLAT 4
CONSTRUCTION PLAN AND FINAL PLAT RESUBMITTAL
S&A PROJECT NO. 122.0396.01

Dear Honorable Mayor and City Council Members:

On behalf of Courtyards at Harvest Ridge LLC, please find accompanying the revised Construction Plan, Final Plat and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and preliminary approval of the Public Improvement Construction Documents and Final Plat. Plat 4 of the development includes the final 51 detached townhome lots for this project. Upon buildout, the development will have 99 residential units. The clubhouse with pool is currently under construction. A private park with walking trail, park shelter and pickleball court is proposed as part of the project amenities for the property owners. Upon approval, Plat 4 construction is proposed to begin in the early summer.

As requested, we have addressed all items in the Tech Review comments through plan modifications and discussions with Staff. All required documents and permits have been submitted to the City or other jurisdictional agencies.

In keeping with City policy, we respectfully request cost participation of \$7,315 for upsizing 532 LF of 12" water main along North Ankeny Blvd. (US Highway 69). (532 x \$13.75/LF)

We are requesting a waiver of sidewalk construction along the North Ankeny Blvd. frontage in exchange for a payment of \$9,345 (534 LF x 5 ft. x \$3.50/SF) due with the final plat. This reimbursement rate is the same that was used in previous Harvest Ridge Plats. Same as with previous plats, the developer will grade the 8' sidewalk pad with the plat improvements.

Please feel free to contact me at your convenience should you have any questions or comments. Thanks.

Sincerely,

SNYDER AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Jon Hanson'.

Jon L. Hanson, PE

cc: Nick Jensen, Caliber Iowa, LLC
James Lindgren, Caliber Iowa, LLC
File



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider a motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main and sanitary sewer in the Courtyards at Harvest Ridge Plat 4.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN AND SANITARY SEWER IN COURTYARDS AT HARVEST RIDGE PLAT 4

WHEREAS, the plans and specifications for the construction of water main and sanitary sewer in Courtyards at Harvest Ridge Plat 4 have been submitted and approved by the City Engineer;

WHEREAS, the three party contracts for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has granted approval of the final plat for Courtyards at Harvest Ridge Plat 4.

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

1. That the plans and specifications, contracts, and performance and maintenance bonds are hereby approved; and
2. That permission is hereby granted to the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 5th day of July 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, minimum protection elevations, warranty deed for streets, and platted easements for Trestle Ridge Estates Plat 6.

EXECUTIVE SUMMARY:

Trestle Ridge Estates Plat 6 is a proposed 28.3-acre (+/-) plat located south of NW 36th Street, north of the High Trestle Trail, and west of NW Irvinedale Drive. The plat contains 64 single family lots zoned R-3, Multiple Family Residence District, Restricted to Single Family Residential.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept **RESOLUTION**.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on April 6, 2021.

The City Council granted preliminary approval of the final plat at their meeting on April 19, 2021.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Minutes
 Final Plat
 Staff Report
 Map
 Applicant Letter

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, MINIMUM PROTECTION ELEVATIONS, WARRANTY DEED FOR STREETS, AND PLATTED EASEMENTS FOR TRESTLE RIDGE ESTATES PLAT 6

WHEREAS, on the 6th day of April 2021, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended preliminary approval of Trestle Ridge Estates Plat 6; and

WHEREAS, the City Council of the City of Ankeny, Iowa, granted preliminary approval of the final plat for Trestle Ridge Estates Plat 6 on the 19th day of April, 2021; and

WHEREAS, the attorney's title opinion, warranty deed for streets, and easement documents have been submitted and approved by the Community Development Director of the City of Ankeny, Iowa.

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

1. That the final plat for Trestle Ridge Estates Plat 6 is approved;
2. That the minimum protection elevations are hereby accepted;
3. The warranty deed for streets is hereby accepted;
4. That the Public Utility Easement, Public Sanitary Sewer Easement, Public Storm Sewer and Drainage Easement, Public Storm Sewer Easement, Public Storm Sewer, Drainage, and Access Easement, and Public Gas Easement are hereby accepted;

PASSED AND APPROVED this 5th day of July 2022.

Mark E. Holm, Mayor

ATTEST:

Michele Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, April 6, 2021

Ankeny Public Services Building – Electronic Meeting
Ankeny, Iowa

CALL TO ORDER

Chair T.Flack called the April 6, 2021 meeting of the Plan & Zoning Commission to order at 6:35 p.m.

Due to health concerns related to COVID-19, the meeting was conducted as an electronic meeting. The Plan and Zoning Commission, City staff and the public participated by electronic conferencing.

ROLL CALL

Members present: Trina Flack, Glenn Hunter, Annette Renaud, Ted Rapp, Todd Ripper, and Lisa West. Absent: Jeff Woodcock. Staff present: E.Jensen, E.Carstens, D.Gervais, R.Hulstrom, J.Heil, B.Morrissey, B.Fuglsang

CONSENT AGENDA ITEMS

Item #3. Trestle Ridge Estates Plat 6 Final Plat

Motion to recommend City Council approval of Trestle Ridge Estates Plat 6 Final Plat.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #5. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

INDEX LEGEND

LOCATION: PT SW1/4 NE1/4 SEC 9-80-24 AND PARCEL '2017-171'

REQUESTOR: ABSOLUTE FARMS LLC

PROPRIETOR: ABSOLUTE FARMS LLC
POB 148
SLATER, IOWA 50244

SURVEYOR: MICHAEL A. BROONER

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

PLAT DESCRIPTION

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND PARCEL '2017-171' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16681, PAGE 376, BEING PART OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, EXCEPT TRESTLE RIDGE ESTATES PLATS 1, 2, 3 AND 5, ALL BEING OFFICIAL PLATS IN SAID CITY OF ANKENY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89°54'24" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 1011.07 FEET TO THE NORTHWEST CORNER OF SAID TRESTLE RIDGE PLAT 3; THENCE SOUTH 00°08'15" WEST ALONG THE WEST LINE OF SAID TRESTLE RIDGE PLAT 3, A DISTANCE OF 77.35 FEET; THENCE SOUTH 02°41'12" EAST CONTINUING ALONG SAID WEST LINE, 86.16 FEET; THENCE SOUTH 08°41'01" EAST CONTINUING ALONG SAID WEST LINE, 86.54 FEET; THENCE SOUTH 14°53'50" EAST CONTINUING ALONG SAID WEST LINE, 92.31 FEET; THENCE SOUTH 21°18'40" EAST CONTINUING ALONG SAID WEST LINE, 92.31 FEET; THENCE SOUTH 27°43'31" EAST CONTINUING ALONG SAID WEST LINE, 92.31 FEET; THENCE SOUTH 33°53'04" EAST CONTINUING ALONG SAID WEST LINE, 92.33 FEET; THENCE SOUTH 36°37'29" EAST CONTINUING ALONG SAID WEST LINE, 70.80 FEET; THENCE SOUTH 28°26'29" EAST CONTINUING ALONG SAID WEST LINE, 67.86 FEET; THENCE SOUTH 19°58'32" EAST CONTINUING ALONG SAID WEST LINE, 72.38 FEET TO THE NORTHWEST CORNER OF SAID TRESTLE RIDGE ESTATES PLAT 5; THENCE SOUTH 11°14'11" EAST ALONG THE WEST LINE OF SAID TRESTLE RIDGE ESTATES PLAT 5, A DISTANCE OF 72.38 FEET; THENCE SOUTH 03°25'22" EAST CONTINUING ALONG SAID WEST LINE, 57.07 FEET; THENCE NORTH 71°08'48" WEST CONTINUING ALONG SAID WEST LINE, 8.75 FEET; THENCE SOUTH 18°51'12" WEST CONTINUING ALONG SAID WEST LINE, 195.00 FEET; THENCE SOUTH 71°08'48" EAST CONTINUING ALONG SAID WEST LINE, 4.91 FEET; THENCE SOUTH 18°51'12" WEST CONTINUING ALONG SAID WEST LINE, 135.00 FEET TO THE NORTH LINE OF SAID TRESTLE RIDGE ESTATES PLAT 2; THENCE NORTH 71°08'48" WEST ALONG THE SAID NORTH LINE, 284.15 FEET; THENCE NORTH 71°32'00" WEST CONTINUING ALONG SAID NORTH LINE, 78.77 FEET; THENCE NORTH 73°58'54" WEST CONTINUING ALONG SAID NORTH LINE, 81.34 FEET; THENCE NORTH 76°45'51" WEST CONTINUING ALONG SAID NORTH LINE, 81.34 FEET; THENCE NORTH 79°32'49" WEST CONTINUING ALONG SAID NORTH LINE, 81.34 FEET; THENCE NORTH 82°19'47" WEST CONTINUING ALONG SAID NORTH LINE, 81.34 FEET; THENCE NORTH 85°06'44" WEST CONTINUING ALONG SAID NORTH LINE, 81.34 FEET; THENCE NORTH 87°48'21" WEST CONTINUING ALONG SAID NORTH LINE, 76.14 FEET; THENCE NORTH 89°35'49" WEST CONTINUING ALONG SAID NORTH LINE, 72.20 FEET; THENCE NORTH 89°39'30" WEST CONTINUING ALONG SAID NORTH LINE, 151.00 FEET; THENCE SOUTH 00°20'30" WEST CONTINUING ALONG SAID NORTH LINE, 49.00 FEET; THENCE NORTH 89°39'30" WEST CONTINUING ALONG SAID NORTH LINE, 150.07 FEET TO THE NORTHWEST CORNER OF SAID TRESTLE RIDGE ESTATES PLAT 2; THENCE NORTH 00°19'37" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 1061.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.34 ACRES (1,234,575 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

VICINITY MAP (1"=2000')

OWNER / DEVELOPER

ABSOLUTE FARMS LLC
POB 148
SLATER, IOWA 50244
PH: (515) 497-6119
CONTACT: SONNY HALL

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

LEGEND

FOUND

SET

SECTION CORNER AS NOTED

1/2" REBAR, YELLOW CAP#18660 (UNLESS OTHERWISE NOTED)

1/2" REBAR, YELLOW CAP#15980 (UNLESS OTHERWISE NOTED)

MEASURED BEARING & DISTANCE

RECORDED BEARING & DISTANCE

DEEDED BEARING & DISTANCE

PUBLIC UTILITY EASEMENT

CURVE ARC LENGTH

LOT ADDRESS

CENTERLINE

SECTION LINE

EASEMENT LINE

BUILDING SETBACK LINE

PLAT BOUNDARY

RECEIVED

JUN 2 4 2022

CITY OF ANKENY

FILE: H:\2021\2102067\DWG\2102067-FINAL PLAT.DWG

DATE PLOTTED: 6/24/2022 12:30 PM

COMMENTS: 2022

TRESTLE RIDGE ESTATES PLAT 6

FINAL PLAT

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	16°36'49"	1500.00'	434.94'	S81°21'05"E	433.42'
C2	1°53'52"	1500.00'	49.69'	S72°05'45"E	49.68'
C3	96°57'43"	200.00'	338.46'	S31°31'32"E	299.49'
C4	9°39'05"	1850.00'	311.63'	S84°49'57"E	311.27'
C5	90°00'00"	25.00'	39.27'	N45°20'30"E	35.36'
C6	1°10'55"	1470.00'	30.32'	S89°04'02"E	30.32'
C7	2°55'37"	1470.00'	75.09'	S87°00'47"E	75.09'
C8	2°55'37"	1470.00'	75.09'	S84°05'10"E	75.09'
C9	2°51'54"	1470.00'	73.51'	S81°11'24"E	73.50'
C10	2°53'09"	1470.00'	74.04'	S78°18'52"E	74.03'
C11	3°05'31"	1470.00'	79.33'	S75°19'33"E	79.32'
C12	2°37'59"	1470.00'	67.55'	S72°27'48"E	67.55'
C13	88°06'08"	25.00'	38.44'	N27°05'45"W	34.76'
C14	90°00'00"	25.00'	39.27'	N45°20'30"E	35.36'
C15	12°32'53"	230.00'	50.37'	N10°40'53"E	50.27'
C16	16°21'46"	230.00'	65.68'	N3°46'27"W	65.46'
C17	16°35'08"	230.00'	66.58'	N20°14'54"W	66.35'
C18	16°35'08"	230.00'	66.58'	N36°50'02"W	66.35'
C19	16°35'08"	230.00'	66.58'	N53°25'09"W	66.35'
C20	16°35'08"	230.00'	66.58'	N70°00'17"W	66.35'
C21	1°42'33"	230.00'	6.86'	N79°09'08"W	6.86'
C22	2°01'03"	1880.00'	66.19'	N81°00'55"W	66.19'
C23	2°15'00"	1880.00'	73.83'	N83°08'57"W	73.82'
C24	2°15'00"	1880.00'	73.83'	N85°23'57"W	73.82'
C25	2°09'36"	1880.00'	70.87'	N87°36'14"W	70.87'
C26	0°58'27"	1880.00'	31.97'	N89°10'16"W	31.97'
C27	90°00'00"	25.00'	39.27'	N44°39'30"W	35.36'
C28	90°00'00"	25.00'	39.27'	S45°20'30"W	35.36'
C29	90°00'00"	25.00'	39.27'	S44°39'30"E	35.36'
C30	90°00'00"	25.00'	39.27'	N44°39'30"W	35.36'
C31	1°08'38"	1530.00'	30.55'	N89°05'11"W	30.55'
C32	2°37'12"	1530.00'	69.96'	N87°12'15"W	69.96'
C33	2°43'05"	1530.00'	72.58'	N84°32'07"W	72.58'
C34	2°43'05"	1530.00'	72.58'	N81°49'01"W	72.58'
C35	2°44'53"	1530.00'	73.38'	N79°05'02"W	73.38'
C36	2°38'18"	1530.00'	70.45'	N76°23'27"W	70.44'
C37	87°58'23"	25.00'	38.39'	S60°56'31"W	34.72'
C38	26°34'59"	170.00'	78.87'	S3°39'50"W	78.17'
C39	50°46'30"	170.00'	150.65'	S35°00'54"E	145.77'
C40	19°36'15"	170.00'	58.17'	S70°12'17"E	57.88'
C41	1°24'17"	1820.00'	44.62'	S80°42'32"E	44.62'
C42	2°23'33"	1820.00'	76.00'	S82°36'27"E	75.99'
C43	2°23'33"	1820.00'	76.00'	S85°00'01"E	75.99'
C44	2°23'33"	1820.00'	76.00'	S87°23'34"E	75.99'
C45	1°04'09"	1820.00'	33.96'	S89°07'25"E	33.96'
C46	1°30'39"	170.00'	4.48'	N10°22'59"W	4.48'

ZONING

R-3 MULTIPLE-FAMILY RESIDENCE DISTRICT,
RESTRICTED TO SINGLE FAMILY RESIDENTIAL ONLY

BULK REGULATIONS

MINIMUM LOT AREA:	8000 SF
MINIMUM LOT WIDTH:	65'
FRONT YARD SETBACK:	30'
REAR YARD SETBACK:	35'
TOTAL SIDE YARD:	17' (GREATER THAN 1 STORY)
TOTAL SIDE YARD:	15' (1 STORY)
MIN SIDE YARD (ONE SIDE):	8' (GREATER THAN 1 STORY)
MIN SIDE YARD (ONE SIDE):	7' (1 STORY)

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 WILL BE RESPONSIBLE FOR THE INSTALLATION OF STREETLIGHTS ALONG ALL PUBLIC STREETS.
- STREET LOTS 'A', 'B' & 'C' TO BE DEDICATED TO THE CITY OF ANKENY & SHALL BE USED AS PUBLIC STREET RIGHT OF WAY.
- DRIVEWAYS FOR LOTS 26 AND 53 SHALL NOT INTERFERE WITH THE LOCATIONS OF THE STORM SEWER INTAKES.
- DRIVEWAYS FOR LOTS 18, 29 AND 30 SHALL BE PLACED TO AVOID RAMPS AND UTILITY STRUCTURES.
- OUTLOT Z WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

DATE OF PLAT

MARCH 18, 2021

SHEET INDEX

ROLL CALL

Plan & Zoning Commission

Ankeny, IA

Date: April 12, 2021

Ayes: 6 Nays: 0 Abstain: 1 Absent: 1

APPROVED

T. Flack Chairperson

B. Bingham Secretary

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.

Michael A. Brooner, P.L.S. 6-24-2022
DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 2-4

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

ENGINEER: EKO

TECH: BH

EI: JWM

TRESTLE RIDGE ESTATES PLAT 6

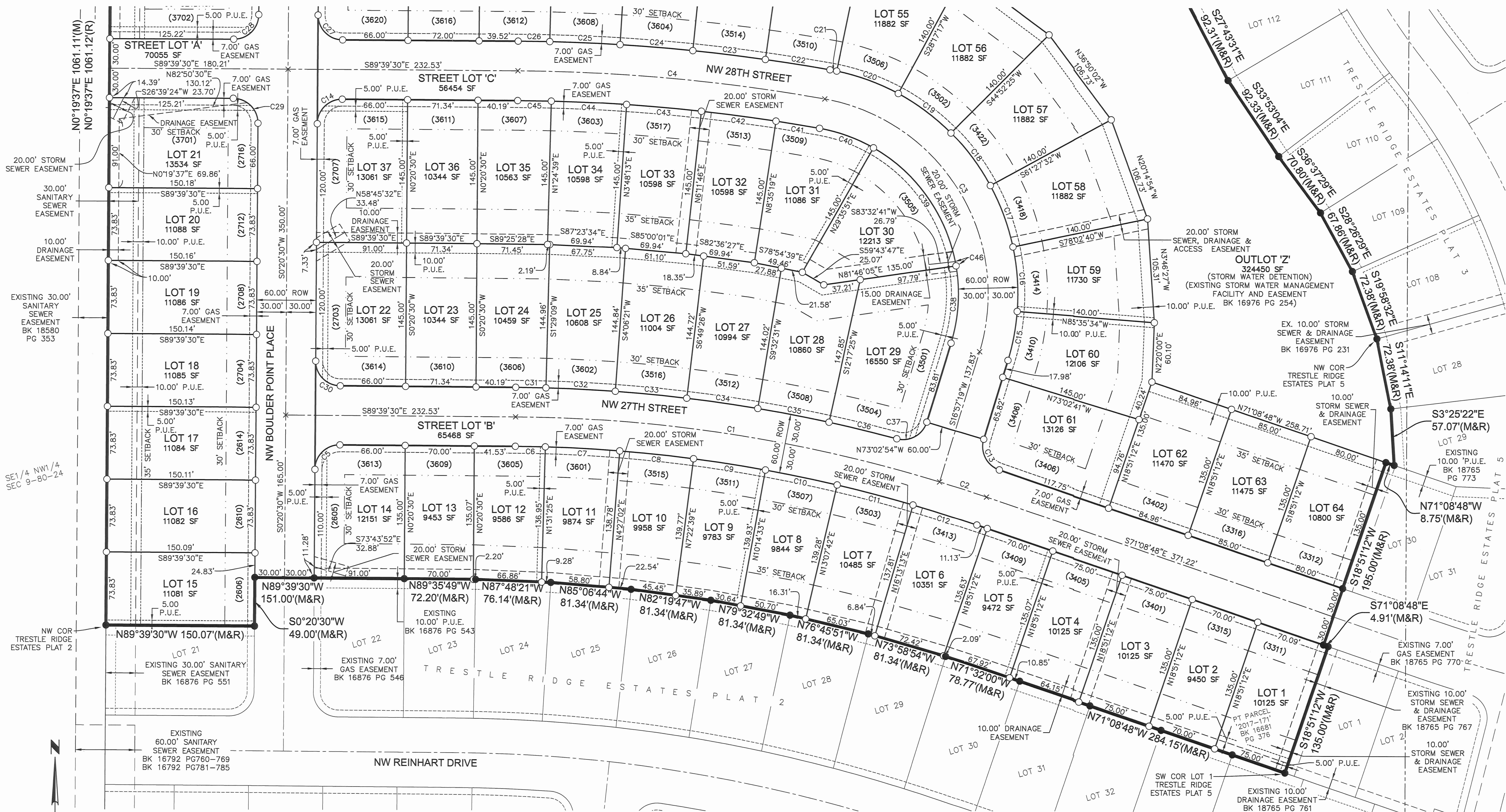
FINAL PLAT

2

33

2102.067

FINAL PLAT



FILE: H:\2021\2102067\DWG\2102067-FINAL PLAT.DWG
FILE DATE: 6/22/22 DATE PLOTTED: 6/24/2022 12:30 PM
PLOTTED BY: JON FROHNI TECH:
COMMENT:
ENG:

FILE: H:\2021\2102067\DWG\2102067-FINAL PLAT.DWG
FILE DATE: 6/22/22 DATE PLOTTED: 6/24/2022 12:30 PM
PLOTTER BY: JON ERDAHI TECH:

FILE: H:\2021\2102067\DWG\2102067.dwg
 FILE DATE: 6/22/22
 PLOTTED BY: JON FRDAHI
 DATE
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FILE DATE: 6/22/22
PLOTTED BY: JON FRODAH

FILE: H:\20
FILE DATE:
PLOTTER R

REVISIONS		DATE
	FINAL SUBMITTAL	04/12/21
	THIRD SUBMITTAL	04/09/21
	SECOND SUBMITTAL	03/19/21
	FIRST SUBMITTAL	02/26/21

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

R: EKO	El: JWM T
--------	-----------

4121 NW
URB
PHO

ENGINEER: EKO



PLAT 6

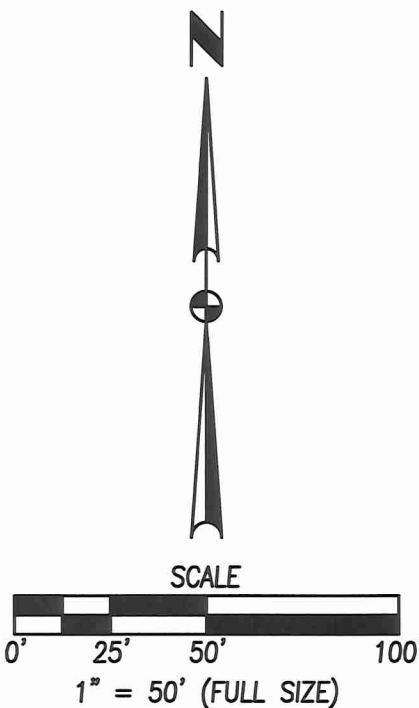
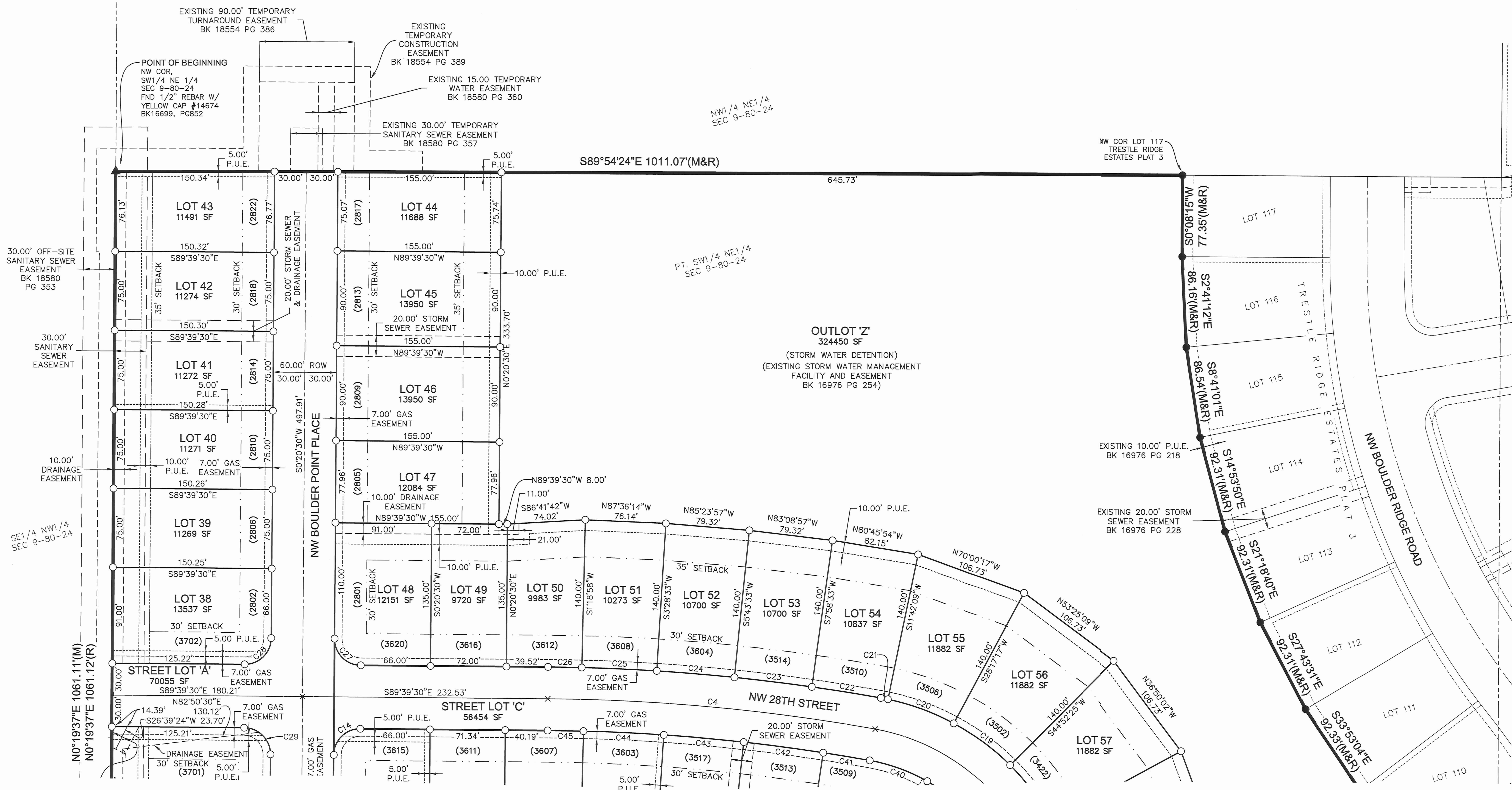
ANKENY, IOWA

**DGE ESTA
FINAL PLAT**

3
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2102.067
GA

TRESTLE RIDGE ESTATES PLAT 6

FINAL PLAT



FILE: H:\2021\210202\DWG\210202P-FINAL PLAT.DWG
PLOTTER: HP
DATE: 07/24/2022 12:30 PM
COMMENTS: EKO

REVISIONS		DATE
FINAL SUBMITTAL		04/12/21
THIRD SUBMITTAL		04/09/21
SECOND SUBMITTAL		03/19/21
FIRST SUBMITTAL		02/26/21

4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400	ENGINEER: EKO	EI: JWM TECH: BH
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CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

TRESTLE RIDGE ESTATES PLAT 6	FINAL PLAT
-------------------------------------	-------------------

4
33
2102.067



*Plan and Zoning Commission
Staff Report*

Meeting Date: April 6, 2021

Agenda Item: Trestle Ridge Estates Plat 6 Final Plat
Report Date: April 1, 2021 EJC
Prepared By: Bryan Morrissey
Planner I

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Trestle Ridge Estates Plat 6 Final Plat.

Project Summary:

Trestle Ridge Estates Plat 6 is a proposed 28.3-acre (+/-) plat located south of NW 36th Street, north of the High Trestle Trail, and west of NW Irvinedale Drive. The plat contains 64 single family lots zoned R-3, Multiple Family Residence District, Restricted to Single Family Residential.

Project Report:

- Streets:** The general layout of the site extends NW Boulder Point Place north from Trestle Ridge Estates Plat 2 while NW 27th Street extends east/west from Trestle Ridge Estates Plat 5. NW 28th Street loops around connecting NW 27th and NW Boulder Point Place.
- Water:** Ten-inch water main will be installed along NW Boulder Point Place. Eight-inch water main will be installed throughout the remainder of the proposed development. A 24-inch water main has been extended north along NW Irvinedale Drive with Plat 1.
- Sewer:** Eight-inch sanitary sewer will be extended throughout the streets in the development. The sewer leads to a 24-inch sanitary sewer installed as part of the Plat 1 improvements.
- Drainage:** Stormwater for this development will be detained in a detention pond in Outlot Z, which is privately owned and maintained.
- Parkland:** The developer has already dedicated parkland with Trestle Ridge Estates Plat 2, which satisfied the parksite dedication requirements for the entire Trestle Ridge Estates development.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Trestle Ridge Estates Plat 6

NAME OF OWNER/ DEVELOPER: Absolute Farms, LLC

GENERAL INFORMATION:

PLAT LOCATION: South of NW 36th Street, north of the High Trestle Trail, west of
NW Irvinedale Drive

SIZE OF PLAT: 28.34-acres

ZONING: R-3 Restricted to Single Family Residential Only

LOTS:

NUMBER: 64 single-family lots

SIZE/DENSITY: 2.26 units per acre

USE: Residential

BUILDING LINES: 30' front yard setback; 35' rear yard setback; 17' (>1 story-8' minimum);
15' (1 story-7' minimum)

PARK SITE DEDICATION:

The developer has already dedicated parkland with Trestle Ridge Estates Plat 2, which satisfied the parksite dedication requirements for the entire Trestle Ridge Estates development.

ADJACENT LANDS:

NORTH: Undeveloped, R-3 with restrictions

SOUTH: Trestle Ridge Estates Plat 2

EAST: Trestle Ridge Estates Plat 3

WEST: Undeveloped, R-1

STREET DEVELOPMENT:

NAME: NW Boulder Point Place

LENGTH: 1012.91'

CLASSIFICATION: Normal Residential

R.O.W. (REQ'D./PROV.): 60'/60'

PAVEMENT WIDTH: 29'

NAME: NW 27th Street

LENGTH: 1088.38'

CLASSIFICATION: Normal Residential

R.O.W. (REQ'D./PROV.): 60'/60'

PAVEMENT WIDTH: 27'

NAME: NW 28th Street

LENGTH: 1200.66'

CLASSIFICATION: Normal Residential

R.O.W. (REQ'D./PROV.): 60'/60'

PAVEMENT WIDTH: 27'

WASTE WATER:

PROJECTED FLOWS: 64 units X 3 person. per house X 300 gal. per day/pers.= 57,600 GPD

WRA CAPACITY: 200 MGD; current daily avg. 132 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: 24" Trunk Sewer extended along the west plat boundary.

STORM WATER:

BASIN FLOWS: This plat lies in the Rock Creek Drainage Basin

WATER SYSTEM:

USAGE: 64 units X 3 persons/house X 100 gal. per day/person = 19,200 GPD

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 3.9 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



N



1 inch = 400 feet

Date: 4/1/2021

Trestle Ridge Estates Plat 6



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

February 26, 2021

Honorable Mayor, City Council and Planning & Zoning Commission
c/o Eric Carstens
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50021

RE: Trestle Ridge Estates Plat 6
Construction Drawings Approval & Preliminary Approval of Final Plat

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Absolute Farms LLC, we submit herewith the following final plat and construction drawings for review and approval. The project area contains 28.3 acres located north of the intersection of NW Reinhart Drive and NW Boulder Point Place. The final plat includes the development of 64 single family lots and one outlot for detention adhering to the R-3 Multiple Family Residential District zoning. We are requesting that preliminary approval of the final plat be granted by City Council. We will bring the final plat with bonds back before the City Council for approval once construction is complete.

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike, P.E.



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve an agreement for electric primary extension to serve a traffic signal at NW 36th Street & State Street - MidAmerican Energy Company

EXECUTIVE SUMMARY:

The action before the City Council is the approval of an Agreement with MidAmerican Energy Company to extend primary electric service to a new traffic signal at the intersection of NW 36th Street & NW State Street. The refundable advance for construction of the extension is \$28,041.90.

The new traffic signal is being constructed in summer 2022 with the NW 36th Street & NW State Street Interim Improvements. The installation will utilize wood poles and span wire to carry the signal heads, will provide pushbuttons for pedestrian crossings of each arterial street, and will be controlled by a low-voltage output cabinet and controller with fiber optic connection to the City's traffic Management Center.

It is recommended that the City Council approve the Agreement with MidAmerican Energy Company at this time in order to move forward with placing the new traffic signal in operation as efficiently and effectively as possible. The intersection is currently all-way STOP-controlled and will remain such until the traffic signal is activated.

FISCAL IMPACT: No

The NW 36th Street & NW State Street Interim Improvements were budgeted for construction in 2022 with the 2022-2026 Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approval of the Agreement with MidAmerican Energy Company for electric primary extension to serve a traffic signal at NW 36th Street & State Street.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Exhibit A - Agreement
 Drawings
 Location Map

RESOLUTION 2022-XXX

A RESOLUTION APPROVING MIDAMERICAN ENERGY COMPANY REFUNDABLE ADVANCE FOR CONSTRUCTION, UNDERGROUND ELECTRIC SERVICE EXTENSION PROPOSAL OF SPECULATIVE USE, IN THE AMOUNT OF \$28,041.90 FOR NW 36TH STREET & NW STATE STREET INTERIM IMPROVEMENTS

WHEREAS, the City of Ankeny desires to construct a traffic signal at the intersection of NW 36th Street & NW State Street in 2022, and;

WHEREAS, MidAmerican Energy Company proposes to extend underground electric service to provide power to said traffic signal, and;

WHEREAS, City staff recommend approval of the agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the MidAmerican Enenergy Company Refundable Advance for Construction, Underground Electric Service Extension Proposal of Speculative Use, attached hereto as Exhibit A and made part of this resolution, is hereby approved.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

REFUNDABLE ADVANCE FOR CONSTRUCTION
UNDERGROUND ELECTRIC DISTRIBUTION EXTENSION PROPOSAL
FOR SPECULATIVE USE – WMIS: 2939008 – 3rd Revision

MidAmerican Energy Company, an Iowa corporation and City of Ankeny ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to serve a traffic signal at NW 36th Street & State Street as shown on the attached drawings.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.
3. In consideration of the receipt of a payment in the amount of \$28,041.90 which is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Please submit payment with Applicant's signed acceptance of this Proposal. If MidAmerican Energy Company is required to work during the winter construction season, Applicant agrees to pay an additional sum of \$4.93 per trench foot as a refundable Advance for Construction for all required trenching.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
 - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.
 - b. If additional customers are connected to the above-described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.
 - c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.
 - d. Revenue for un-metered private lighting shall not be included in any refund.
 - e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.

- f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
 - g. No refunds shall be made for customers served from a further extension of the above-described electric line extension.
- 5. Applicant shall be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy Company will not

become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.
- 6. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drainpipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
- 7. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.

Proposed this 23rd day of June 2022

MIDAMERICAN ENERGY COMPANY

By: _____

Title: _____

Accepted this _____ day of _____ 2022

APPLICANT:

By: _____

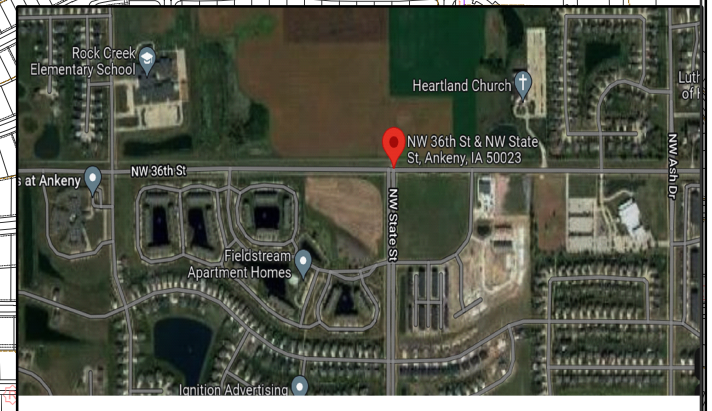
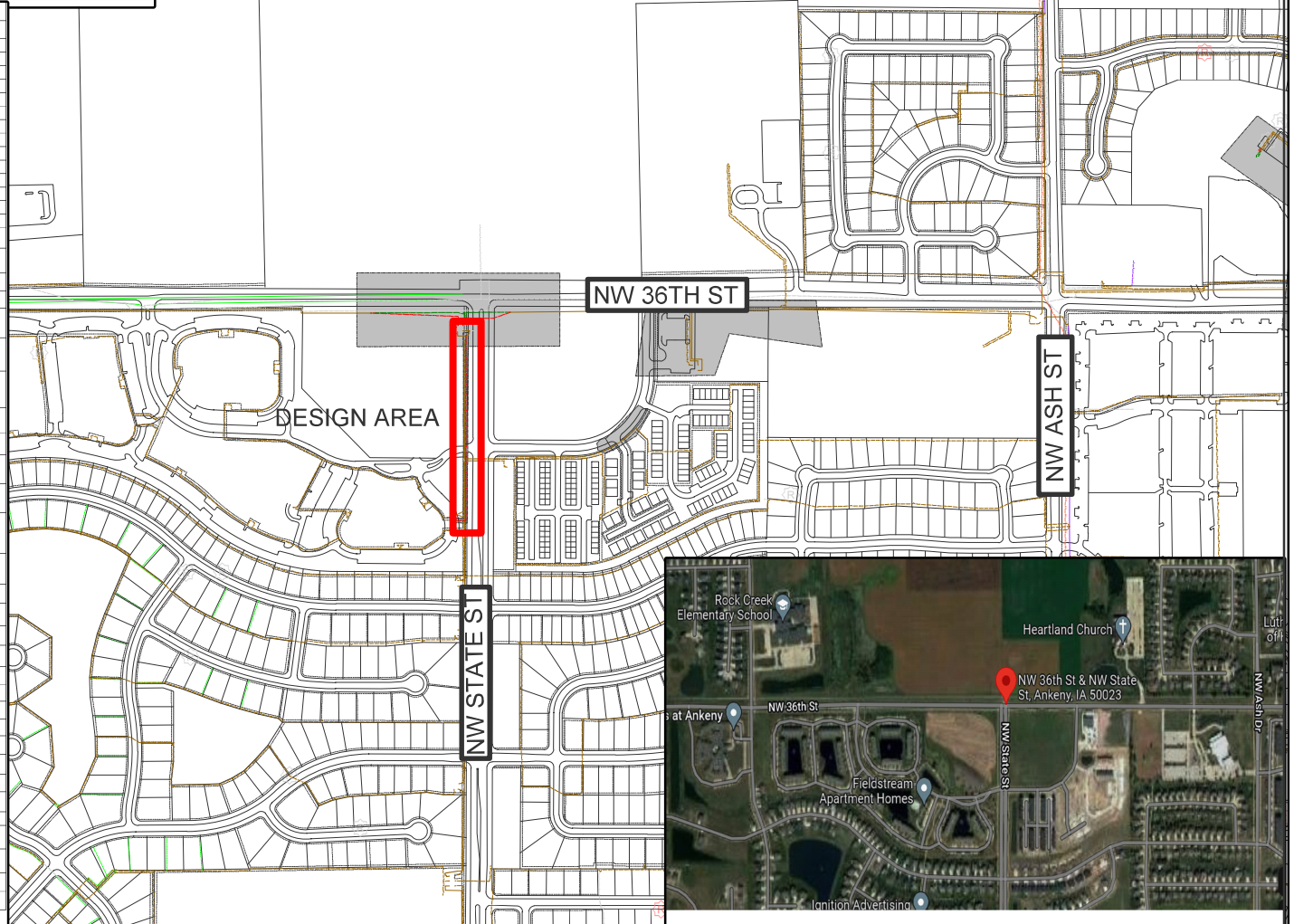
Title: _____



City of Ankeny
NW 36th St. & State St., Ankeny IA



GRAPHIC	DESCRIPTION
	EXISTING OVERHEAD 1-PHASE CONDUCTOR
	EXISTING OVERHEAD 2-PHASE CONDUCTOR
	EXISTING OVERHEAD 3-PHASE CONDUCTOR
	EXISTING OVERHEAD FEEDER
	EXISTING OVERHEAD TRANSMISSION
	EXISTING UNDERGROUND 1-PHASE CABLE
	EXISTING UNDERGROUND 2-PHASE CABLE
	EXISTING UNDERGROUND 3-PHASE CABLE
	EXISTING UNDERGROUND FEEDER
	EXISTING OVERHEAD SECONDARY CONDUCTOR
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR
	EXISTING UNDERGROUND SECONDARY CABLE
	EXISTING UNDERGROUND STREETLIGHT CABLE
	EXISTING CUSTOMER OWNED SECONDARY
	EXISTING OVERHEAD TRANSFORMER
	EXISTING OVERHEAD TRANSFORMER BANK
	EXISTING OVERHEAD FUSE
	EXISTING OVERHEAD SWITCH
	EXISTING OVERHEAD CAPACITOR BANK
	EXISTING VOLTAGE REGULATOR
	EXISTING RECLOSER
	EXISTING OVERHEAD FAULT INDICATOR
	EXISTING 1-PHASE PADMOUNT TRANSFORMER
	EXISTING 3-PHASE PADMOUNT TRANSFORMER
	EXISTING 4-BAY SWITCHGEAR
	EXISTING 6-BAY SWITCHGEAR
	EXISTING FUSED ENCLOSURE
	EXISTING PRIMARY ENCLOSURE
	EXISTING PAD MOUNT CAPACITOR BANK
	EXISTING SECONDARY PEDESTAL
	EXISTING SECONDARY HANDHOLE
	EXISTING MEC TRANSMISSION POLE
	EXISTING MEC DISTRIBUTION POLE
	CUSTOMER OWNED POLE
	EXISTING DOWN-GUY
	EXISTING STREETLIGHT
	EXISTING SECURITY LIGHT
	EXISTING FLOOD LIGHT
	EXISTING PRIMARY RISER
	EXISTING PRIMARY SPLICE
	EASEMENT
	CUSTOMER INSTALLED DUCT
INSTALLS	INSTALLATIONS ARE DISPLAYED IN RED
REMOVALS	REMOVALS ARE DISPLAYED IN GREEN



Cust: WMS Work Request Name
Addr: Addr Num WMS Street Name
City: City

SUFF

X = 1607740 Y = 641402



WMS_REV:WMS Job-Rev
Date: 3/4/2013
Scale: 1 IN = X FT
Designer: WMS Responsible Person

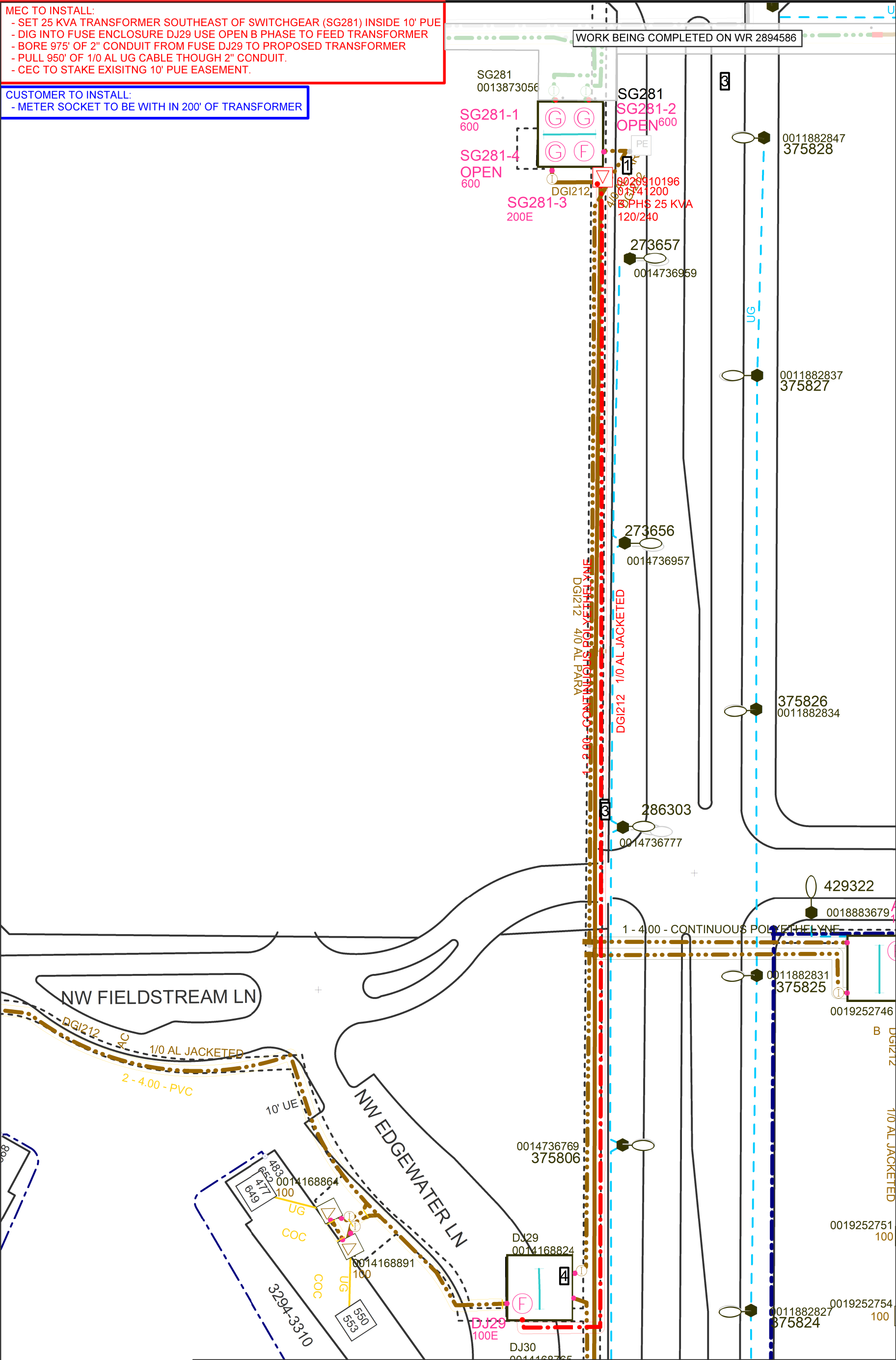
Job Desc: WMS Work Request Description

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

- SET 25 KVA TRANSFORMER SOUTHEAST OF SWITCHGEAR (SG281) INSIDE 10' PUE
- DIG INTO FUSE ENCLOSURE DJ29 USE OPEN B PHASE TO FEED TRANSFORMER
- BORE 975' OF 2" CONDUIT FROM FUSE DJ29 TO PROPOSED TRANSFORMER
- PULL 950' OF 1/0 AL UG CABLE THOUGH 2" CONDUIT.
- CEC TO STAKE EXISITNG 10' PUE EASEMENT.

- METER SOCKET TO BE WITH IN 200' OF TRANSFORMER



Cust: ANKENY - TRAFFIC SIGNAL - STATE & 36TH
Addr: 36TH
City: ANKENY

$$X = 1607740 \quad Y = 641402$$



WMS_REV:2939008-1
Date: 6/16/2022
Scale: 1 in = 70 ft
Designer: HALLS, AARON G

Job Desc: NEED COST AND DESIGN TO SET A TRANSFORMER TO FEED TRAFFIC SIGNALS AT INTERSECTION OF NW 36TH ST AND NW STATE ST;

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

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Doc ID: 024609930002 Type: GEN
Recorded: 04/05/2011 at 08:56:29 AM
Fee Amt: \$14.00 Page 1 of 2
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2011-00072890

BK **13814** PG **883-884**

BY

1881 519 ➡

RETURN TO:

Prepared by and return to: Adam Jablonski 515-281-2334
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No. 007B-11
Work Req. No. DR2192753
Project No. _____

State of	<u>Iowa</u>	
County of	<u>Polk</u>	
Section	<u>10</u>	
Township	<u>80</u>	North
Range	<u>24</u>	West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) Five Star Development No. 1, L.L.C. (Grantor), its successors and assigns, does hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors and assigns, a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("easement area").

PROPERTY LEGAL DESCRIPTION:

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 10, Township 80 North, Range 24 West of the 5th P.M., Polk County, Iowa EXCEPT Parcel "C" on the Plat of Survey filed in Book 13005 at Page 608 in the records of the Polk County Recorder being a part of the North ½ of the Northeast ¼ of Section 10, Township 80 North, Range 24 West of the 5th P.M., Ankeny, Polk County, Iowa.

2. Additionally, Grantee shall have the right to remove from the easement area described below, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the easement area described below, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the facilities, (except for damage to property placed subsequent to the granting of this easement), that Grantee determines interferes with the operation and maintenance of the facilities and associated equipment. Except during the initial construction and installation of the facilities, the cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the easement area is expected and not considered damage to the Grantor.

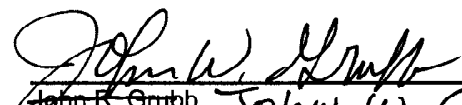
EASEMENT AREA DESCRIPTION:

An underground electric easement described as follows:

The West 10 feet of the East 77 feet of the above described property.

Dated this 2 day of March, 2011

Five Star Development No. 1, L.L.C.

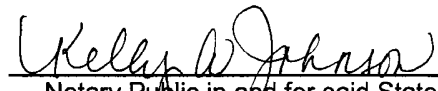


John W. Grubb
Manager

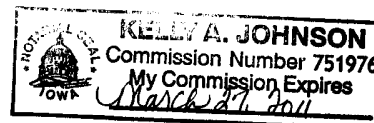
ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss

This instrument was acknowledged before me on March 2, 2011, by
John W. Grubb as Manager of Five Star Development No. 1, L.L.C.



Notary Public in and for said State



19
574
mt



Doc ID: 024826050003 Type: GEN
Recorded: 06/16/2011 at 09:10:01 AM
Fee Amt: \$19.00 Page 1 of 3
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2011-00089959

BK **13879** PG **43-45**

RM

1881519 =

RETURN TO:

Prepared by and return to: Adam Jablonski 515-281-2334

MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No. 007C-11
Work Req. No. DR2192753
Project No. 11145

State of	<u>Iowa</u>	
County of	<u>Polk</u>	
Section	<u>10</u>	
Township	<u>80</u>	North
Range	<u>24</u>	West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) Five Star Development No. 1, L.L.C. (Grantor), its successors and assigns, does hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors and assigns, a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("easement area").

PROPERTY LEGAL DESCRIPTION:

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 10, Township 80 North, Range 24 West of the 5th P.M., Polk County, Iowa EXCEPT Parcel "C" on the Plat of Survey filed in Book 13005 at Page 608 in the records of the Polk County Recorder being a part of the North ½ of the Northeast ¼ of Section 10, Township 80 North, Range 24 West of the 5th P.M., Ankeny, Polk County, Iowa.

2. Additionally, Grantee shall have the right to remove from the easement area described below, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the easement area described below, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the facilities, (except for damage to property placed subsequent to the granting of this easement), that Grantee determines interferes with the operation and maintenance of the facilities and associated equipment. Except during the initial construction and installation of the facilities, the cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the easement area is expected and not considered damage to the Grantor.

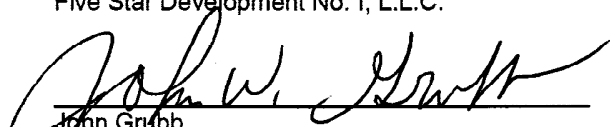
EASEMENT AREA DESCRIPTION:

An underground electric easement described as follows:

Easement area being a 20 feet by 20 feet underground electric line easement, the North line of said easement area being approximately 55 feet South of the South right of way line of NW 36th St and the East line of said easement area being approximately 17 feet West of the West right of way line of NW State St, as generally depicted on Exhibit "A", attached hereto and made a part hereof.

Dated this 13 day of MAY, 2011

Five Star Development No. 1, L.L.C.

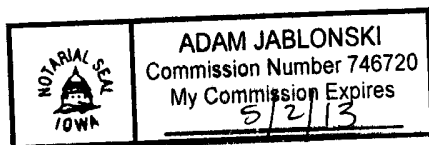


John Grubb
Manager

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss

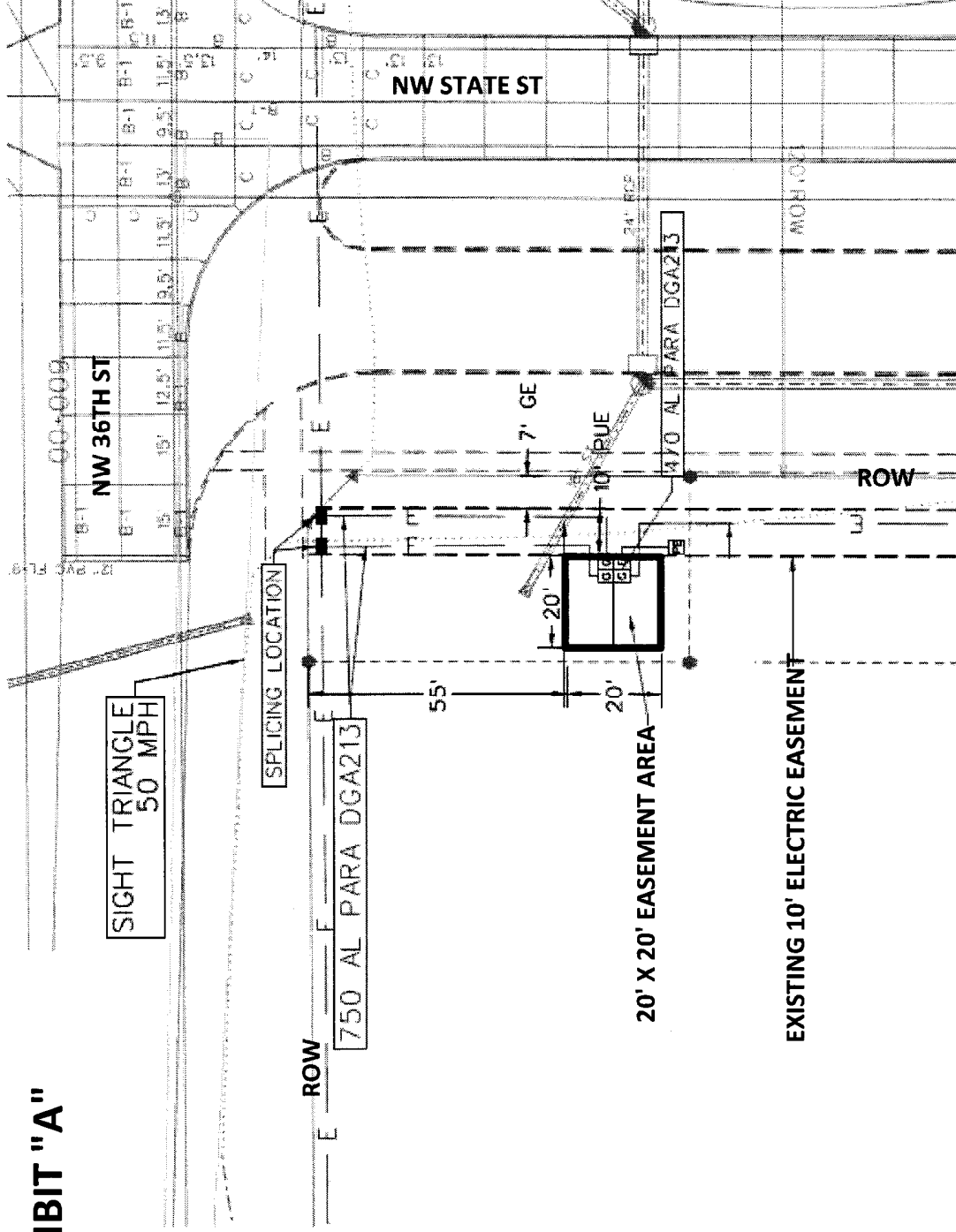
This instrument was acknowledged before me on May 16, 2011, by
John Grubb as Manager of Five Star Development No. 1, L.L.C.





Notary Public in and for said State

EXHIBIT "A"



Customer: Five Star Development No. 1, L.L.C.

Address: NW State St

City: Ankeny County: Polk

Job Desc: UG Facilities & pad-mounted transformer

WO #DR 2192753

Date: 4/7/2011

Sec 10, T 80 N, R 24 W

Scale: Not to Scale

XY Grid:





ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main, sanitary sewer and storm sewer in Trestle Ridge Estates Plat 6.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Bond
 Resolution

CERTIFICATE OF COMPLETION

Trestle Ridge Estates Plat 6

Ankeny, Iowa

July 5, 2022

This is to certify that the construction improvements on the *Trestle Ridge Estates Plat 6* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Erin Ollendike, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 16926*

MERCHANTS
BONDING COMPANY™

Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. NIA4239

That Gator Excavating, Inc. dba Absolute Infrastructure
of P. O. Box 148, Slater, IA 50244
as Principal, and the Merchants National Bonding, Inc. as Surety are
held and firmly bound unto the City of Ankeny
220 West First St., Ankeny, IA 50023 in the penal sum of
One Million Eighty Four Thousand One Hundred Fourteen Dollars and 00/100 (\$1,084,114.00)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 24th day of June, 2022.

WHEREAS, the Principal entered into a certain contract, dated the 30th day of April,
2021, with the Absolute Farms

to furnish all the material and labor necessary for the construction of

Trestle Ridge Estates Plat 6

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a
period of four (4) years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically
accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Ankeny as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
work, within the period of four (4) years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all
work in continuous good repair during said period, and shall in all other respects, comply with all the
terms and conditions of said contract with respect to maintenance and repair of said work, then this
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Gator Excavating, Inc. dba Absolute Infrastructure

Principal

By [Signature]

Approved CITY OF ANKENY

By Donald Clark

Merchants National Bonding, Inc.

By [Signature]

Abigail R. Mohr

Attorney-in-Fact



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R. Mohr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: NIA4239

Principal: Gator Excavating, Inc. dba Absolute Infrastructure

Obligee: City of Ankeny

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

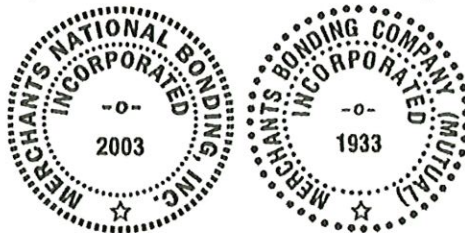
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of June, 2022.



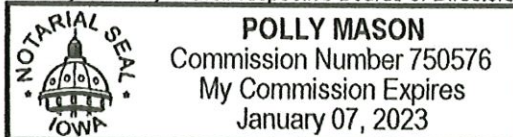
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA

COUNTY OF DALLAS ss.

On this 24th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



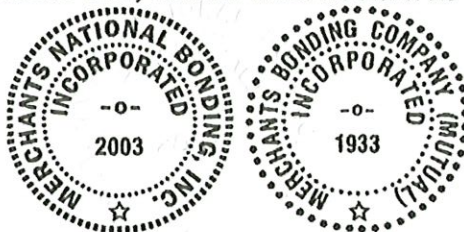
Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of June, 2022.



William Warner Jr.

Secretary

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR WATER MAIN, SANITARY SEWER AND STORM SEWER IN TRESTLE RIDGE ESTATES PLAT 6

WHEREAS, the City Staff has granted administrative approval of **Trestle Ridge Estates Plat 6**; and

WHEREAS, the plans and specification for the construction of **Trestle Ridge Estates Plat 6** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the water main, sanitary sewer and storm sewer in **Trestle Ridge Estates Plat 6** 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 July 5th, 2022 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 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for sanitary sewer in Trestle Ridge Estates Plat 6 Trunk Sewer Extension.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Maintenance Bond
 Resolution

CERTIFICATE OF COMPLETION

Trestle Ridge Estates Plat 6 Trunk Sewer Extension

Ankeny, Iowa

July 5, 2022

This is to certify that the construction improvements on the *Trestle Ridge Estates Plat 6 Trunk Sewer Extension* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Erin Oilendike, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 16926*

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Rognes Corp of Ankeny, Iowa as principal and Selective Insurance Company of America of Branchville, New Jersey as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of Four years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of **** DOLLARS (\$511,479.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

****Five Hundred Eleven Thousand Four Hundred Seventy-Nine and 00/1000

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 27th day of May, 2021, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of: Trestle Ridge Estates 6 Trunk Sewer

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.
 - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
 - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 22nd day of June,
2022.

Rognes Corp

principal

by Walter Rognes

Selective Insurance Company of America

surety

(SEAL)

by Samuel Duchow

Samuel Duchow, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by Donald Clark

City Engineer

SELECTIVE

BE UNIQUELY INSUREDSM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1263972

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Samuel Duchow**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$24,000,000.00**

Signed this 22nd day of June, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:


Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



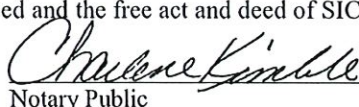
STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 22nd day of June, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution has full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 22nd day of June, 2022.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

DUAL OBLIGEE RIDER

WHEREAS on the 27th day of May, 2021
Rognes Corp
hereinafter called the Principal, entered into a written agreement with
City of Ankeny
as Obligee, for the construction of Trestle Ridge Estates 6 - Trunk Sewer

WHEREAS the Principal and SELECTIVE INSURANCE COMPANY OF AMERICA, as Surety, made,
executed and delivered to said Obligee their joint and several Performance Bond No. B 1263972

NOW THEREFORE, in consideration of the One Dollar and other good and valuable considerations
receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

1. The Name of the Absolute Farms
as additional Obligee hereinafter called "Dual Obligee" shall be added to said Bond as a named
Obligee.
2. There shall be no liability on the part of the principal or the Surety under this bond to the Obligees
or either of them unless the said Obligees or either of them shall make payment to the principal,
or to the surety in the case it arranges for the completion of the contract upon default of the
principal, strictly in accordance with the terms of the said contract as to payments and shall
perform all other obligations to be performed under said contract at the time and in the manner
therein set forth.
3. The aggregate liability of the surety under said Bond to the Obligee and the Dual Obligee, as their
interests may appear, is limited to the penal sum of said Bond, and provided further that the Surety
may, at its option, make any payments under said Bond by check, issued jointly to the Obligee
and the Dual Obligee.
4. Except as modified herein, said Performance Bond shall be and remain in full force and effect.

SIGNED AND SEALED AND DATED THIS 22nd DAY OF June, 2022

Rognes Corp

BY: Warren Rognes (Seal)
(Principal)

Selective Insurance Company of America

BY: Samuel Duchow (Seal)
Samuel Duchow (Surety) Attorney-in-Fact

City of Ankeny

BY: Donald Charles (Seal)
(Obligee)

Absolute Farms

BY: Sammy Hee (Seal)
(Dual Obligee)

EXHIBIT A

Ankeny - Trestle Ridge Estates 6 Trunk Sewer



Crew available late May, 35 working days to complete

Rognes Corp
720 SW Goodwin Street
Ankeny, IA 50023
(515) 290-8538

DATE: 5/7/2021

PHONE:
FAX:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Mobilization	1.00	LS	21,500.00	21,500.00
2	Top-Soil Onsite	1.00	LS	10,500.00	10,500.00
3	Sanitary Sewer Gravity, Trenched, PVC, 24"	1,187.00	LF	342.00	405,954.00
4	Manhole, Type SW-301, 48"	4.00	EA	7,400.00	29,600.00
5	Connect To Existing Sanitary Manhole	1.00	EA	15,000.00	15,000.00
6	Convention Seeding, Fertilizing, Mulching	1.70	AC	1,000.00	1,700.00
7	Erosion Control	1.00	LS	4,725.00	4,725.00
8	Removal & Replacement of Pavement	1.00	LS	17,500.00	17,500.00
9	Removal & Replacement of 10" Watermain	40.00	LF	125.00	5,000.00
GRAND TOTAL					\$511,479.00

NOTES:

INCLUDES-

-4 Year Maintenance bond, Testing, Cleaning & Televising.

EXCLUDES-

Survey/Staking, Rock Track Out, Relocation of Existing Utilities, Any Required Connection Fee's / Permits, Excess Soils to Remain Onsite.

Quote is subject to revision if not accepted within 5 days.

-The above prices and conditions are satisfactory and are accepted.

Company Name: Absolute Farms L.L.C.

By: Sammy Hall

Date: 5/27/2021

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR SANITARY SEWER IN TRESTLE RIDGE ESTATES PLAT 6 TRUNK SEWER EXTENSION

WHEREAS, the City Staff has granted administrative approval of **Trestle Ridge Estates Plat 6 Trunk Sewer Extension**; and

WHEREAS, the plans and specification for the construction of **Trestle Ridge Estates Plat 6 Trunk Sewer Extension** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the water main, sanitary sewer and storm sewer in **Trestle Ridge Estates Plat 6 Trunk Sewer Extension** 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 July 5th, 2022 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 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for paving in Trestle Ridge Estates Plat 6.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Bond
 Certificate of Completion
 Resolution

MERCHANTS
BONDING COMPANY™

Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. NIA4241

That Absolute Concrete Construction, Inc.

of 505 1st Ave., P.O. Box 148, Slater, IA 50244
as Principal, and the Merchants National Bonding, Inc. as Surety are
held and firmly bound unto the City of Ankeny
220 West First St., Ankeny, IA 50023 in the penal sum of
Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven Dollars and 00/100 (\$559,957.00)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 24th day of June, 2022.

WHEREAS, the Principal entered into a certain contract, dated the 14th day of May,
2021, with the Absolute Farms

to furnish all the material and labor necessary for the construction of
Trestle Ridge Estates Plat 6 - Concrete Paving

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a
period of four (4) years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically
accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Ankeny as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
work, within the period of four (4) years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all
work in continuous good repair during said period, and shall in all other respects, comply with all the
terms and conditions of said contract with respect to maintenance and repair of said work, then this
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Absolute Concrete Construction, Inc.

Principal

By

Dan Roberts

Vice President

Approved CITY OF ANKENY

By

Donald Clark

Merchants National Bonding, Inc.

By

Abigail R. Mohr

Attorney-in-Fact

CON 0304 (2/15)



MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R. Mohr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: NIA4241

Principal: Absolute Concrete Construction, Inc.

Obligee: City of Ankeny

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of June, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of June, 2022.



William Warner Jr.

Secretary

CERTIFICATE OF COMPLETION

Trestle Ridge Estates Plat 6

Ankeny, Iowa

July 5, 2022

This is to certify that the construction improvements on the *Trestle Ridge Estates Plat 6* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Erin Ollendike, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 16926*

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR PAVING IN TRESTLE RIDGE ESTATES PLAT 6

WHEREAS, the City Staff has granted administrative approval of **Trestle Ridge Estates Plat 6**; and

WHEREAS, the plans and specification for the construction of **Trestle Ridge Estates Plat 6** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the paving in **Trestle Ridge Estates Plat 6** 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 July 5th, 2022 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 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the removal of two trees for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (505 NE Lowell Drive - Reimers)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting a purchase agreement and approving documents for the removal of two trees from Amy E. Reimers to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the removal of the two trees is \$1,000.00. The cost for the removal of the two trees is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents

for the removal of two trees from Amy E. Reimers to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE REMOVAL OF TWO TREES
AT 505 NE LOWELL DRIVE FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that the removal of two trees be granted by Amy E. Reimers at 505 NE Lowell Drive to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to remove said trees necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to remove said trees from the Amy E. Reimers property at 505 NE Lowell Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said document, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Amy E. Reimers
 505 NE Lowell Drive
 Ankeny, IA 50021

1. Offer Description. As shown on the attached exhibit(s), it is necessary for The City of Ankeny, Iowa to remove certain landscaping items from the property. The location of the landscaping items are specified on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$1,000.00, calculated as follows:

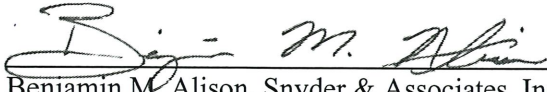
<u>Landscaping:</u>	<u>Tree removal (2 @ \$500 each) =</u>	<u>\$1,000.00</u>
Total Compensation:		\$1,000.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Offer. This offer is in connection with the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project. Due to the grading impacts, the City of Ankeny wishes to resolve the impacts specified in the breakdown above.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Time is of the Essence. Time is of the essence in this contract.
6. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
7. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.
8. Existing Easement. The landscaping item(s) in question are located within an existing public utility/grade and slope easement.
9. Fencing. If removed due to construction, the City of Ankeny and/or its contractor(s) agree to replace fencing after construction with like-kind materials.

Dated at Ankeny, Iowa, this 3rd day of May, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Benjamin M. Alison, Snyder & Associates, Inc.

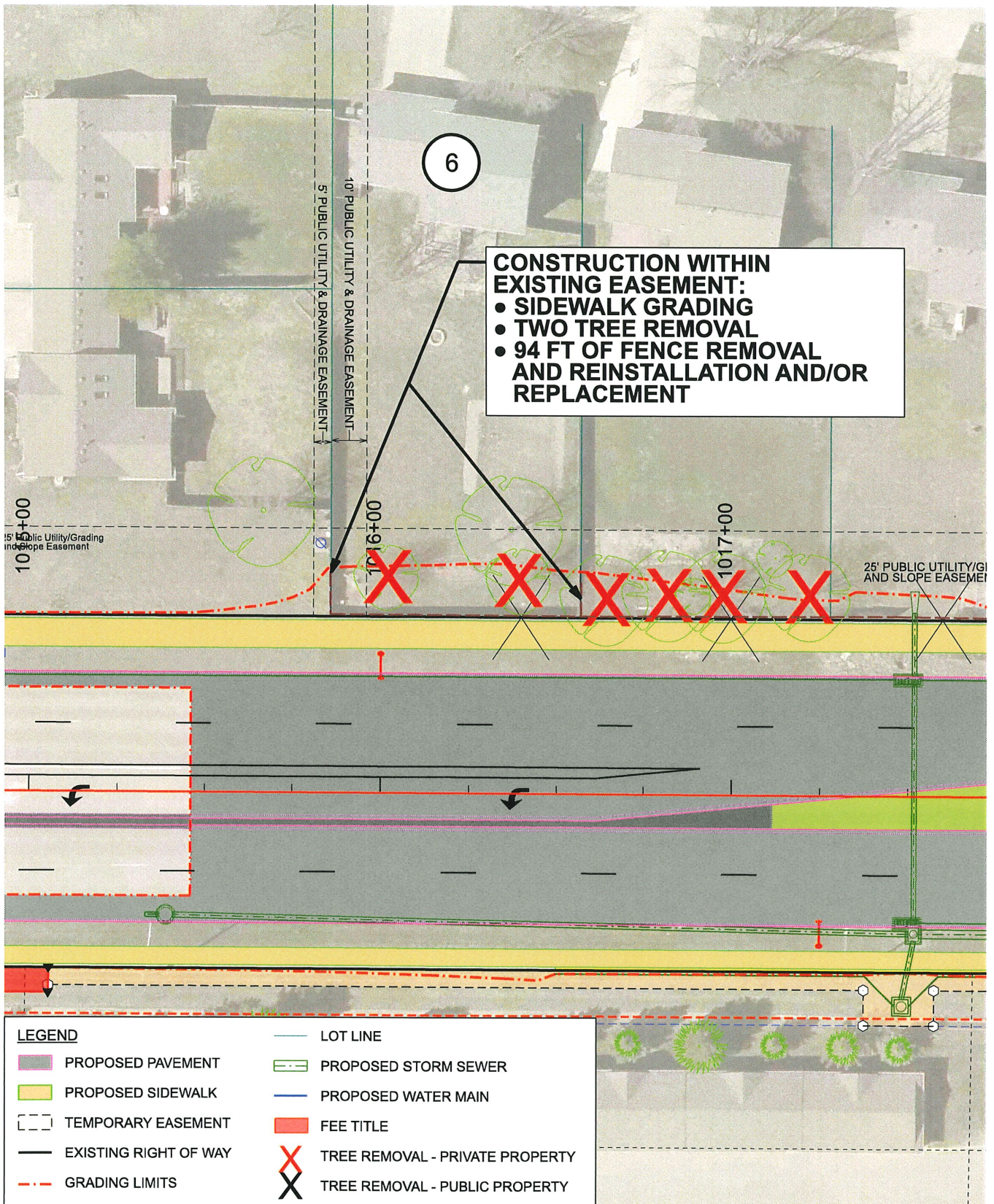
THIS OFFER IS ACCEPTED on this 2nd day of June, 2022.

By: 
Amy Reimers

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk



PARCEL 6 - AMY E. REIMERS

SCALE:
1"=40'

DATE:
5/27/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the removal of four trees for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (509 NE Lowell Drive - King)

EXECUTIVE SUMMARY:
The action before the council is the adoption of a Resolution accepting a purchase agreement and approving documents for the removal of four trees from Daniel P. King and Sue E. King to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**
The total compensation for the removal of the four trees is \$2,000.00. The cost for the removal of the four trees is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting a purchase agreement and approving documents for the removal of four trees from Daniel P. King and Sue E. King to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE REMOVAL OF FOUR TREES
AT 509 NE LOWELL DRIVE FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that the removal of four trees be granted by Daniel P. King and Sue E. King at 509 NE Lowell Drive to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to remove said trees necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to remove said trees from the Daniel P. King and Sue E. King property at 509 NE Lowell Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said document, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Daniel P. King and Sue E. King
509 NE Lowell Drive
Ankeny, IA 50021

1. Offer Description. As shown on the attached exhibit(s), it is necessary for The City of Ankeny, Iowa to remove certain landscaping items from the property. The location of the landscaping items are specified on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$2,000.00, calculated as follows:

<u>Landscaping:</u>	<u>Tree removal (4 @ \$500 each) =</u>	<u>\$2,000.00</u>
<u>Total Compensation:</u>		<u>\$2,000.00</u>

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Offer. This offer is in connection with the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project. Due to the grading impacts, the City of Ankeny wishes to resolve the impacts specified in the breakdown above.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Time is of the Essence. Time is of the essence in this contract.
6. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
7. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.
8. Existing Easement. The landscaping item(s) in question are located within an existing public utility/grade and slope easement.
9. Fencing. If removed due to construction, the City of Ankeny and/or its contractor(s) agree to replace fencing after construction with like-kind materials.

Dated at Ankeny, Iowa, this 3rd day of May, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Benjamin M. Alison
Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this

2nd

day of

June

, 2022.

By:

Dan King
Daniel P. King

By:

Sue E. King
Sue E. King

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

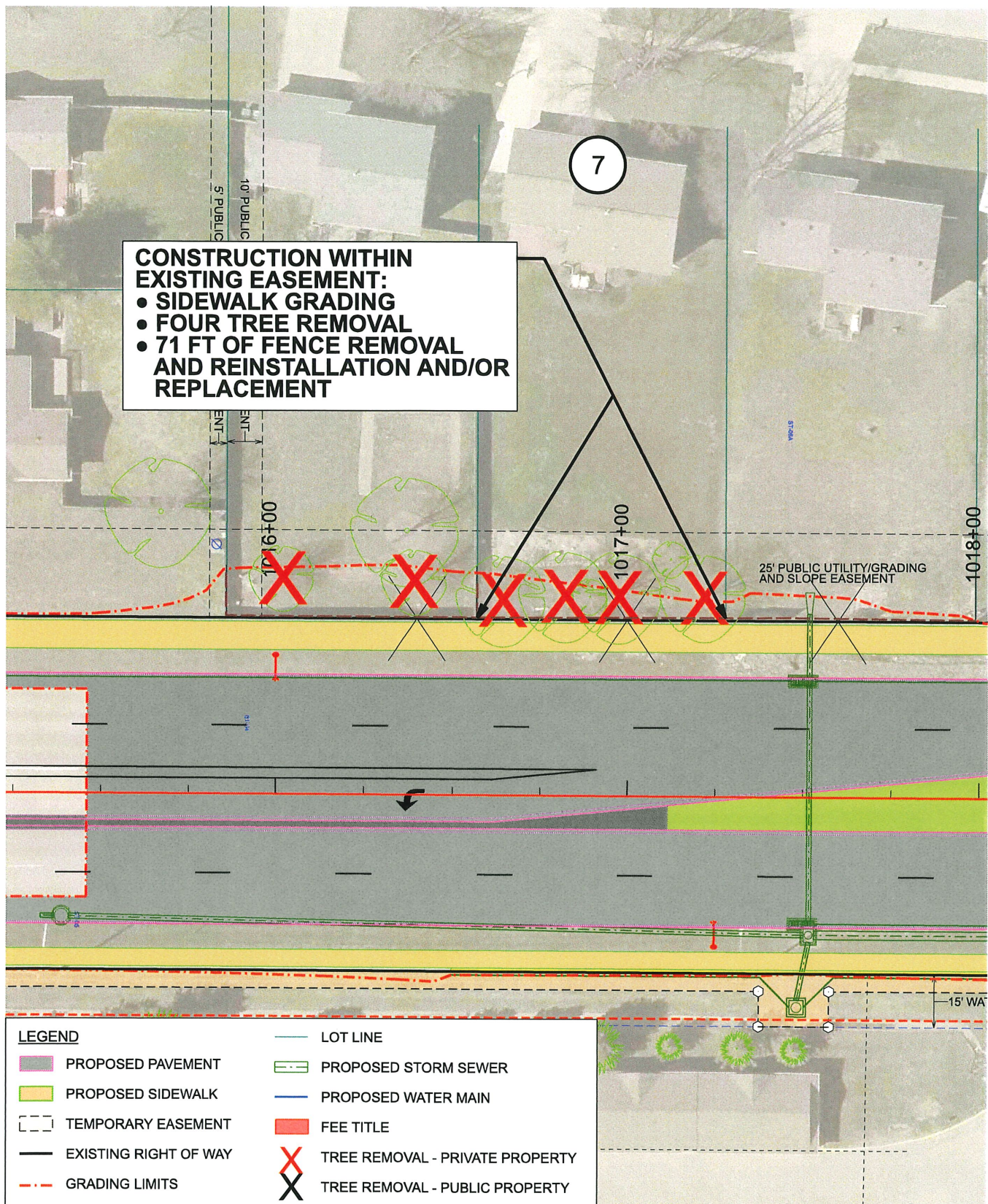
_____, 20____, by Resolution No. _____.

By:

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



PARCEL 7 - DANIEL P. KING

SCALE:
1"=40'

DATE:
5/27/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1038 NE Aspen Circle - Bendezu)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Ricardo E. Bendezu and Jodi L. Bendezu to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is \$785.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting temporary construction easement from Ricardo

E. Bendezu and Jodi L. Bendezu to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 1038 NE ASPEN CIRCLE FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Ricardo E. Bendezu and Jodi L. Bendezu at 1038 NE Aspen Circle to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Ricardo E. Bendezu and Jodi L. Bendezu at 1038 NE Aspen Circle.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Ricardo E. Bendezu and Jodi L. Bendezu
 1038 NE Aspen Cir
 Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$785.00, calculated as follows:

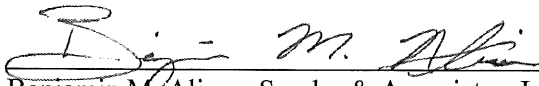
Temporary Easement:	$1,046 \text{ SF} \times \$5.00 / \text{SF} \times 10\% \times 1.5 \text{ years} =$	\$784.50
Total Compensation:	(Rounded)	\$785.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

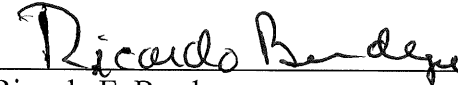
3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

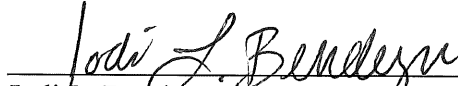
Dated at Ankeny, Iowa, this 3rd day of May, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 8th day of June, 2022.

By: 
Ricardo E. Bendezu

By: 
Jodi L. Bendezu

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

LEGEND



PROPOSED PAVEMENT



PROPOSED SIDEWALK



TEMPORARY EASEMENT



EXISTING RIGHT OF WAY



GRADING LIMITS

LOT LINE



PROPOSED STORM SEWER



PROPOSED WATER MAIN



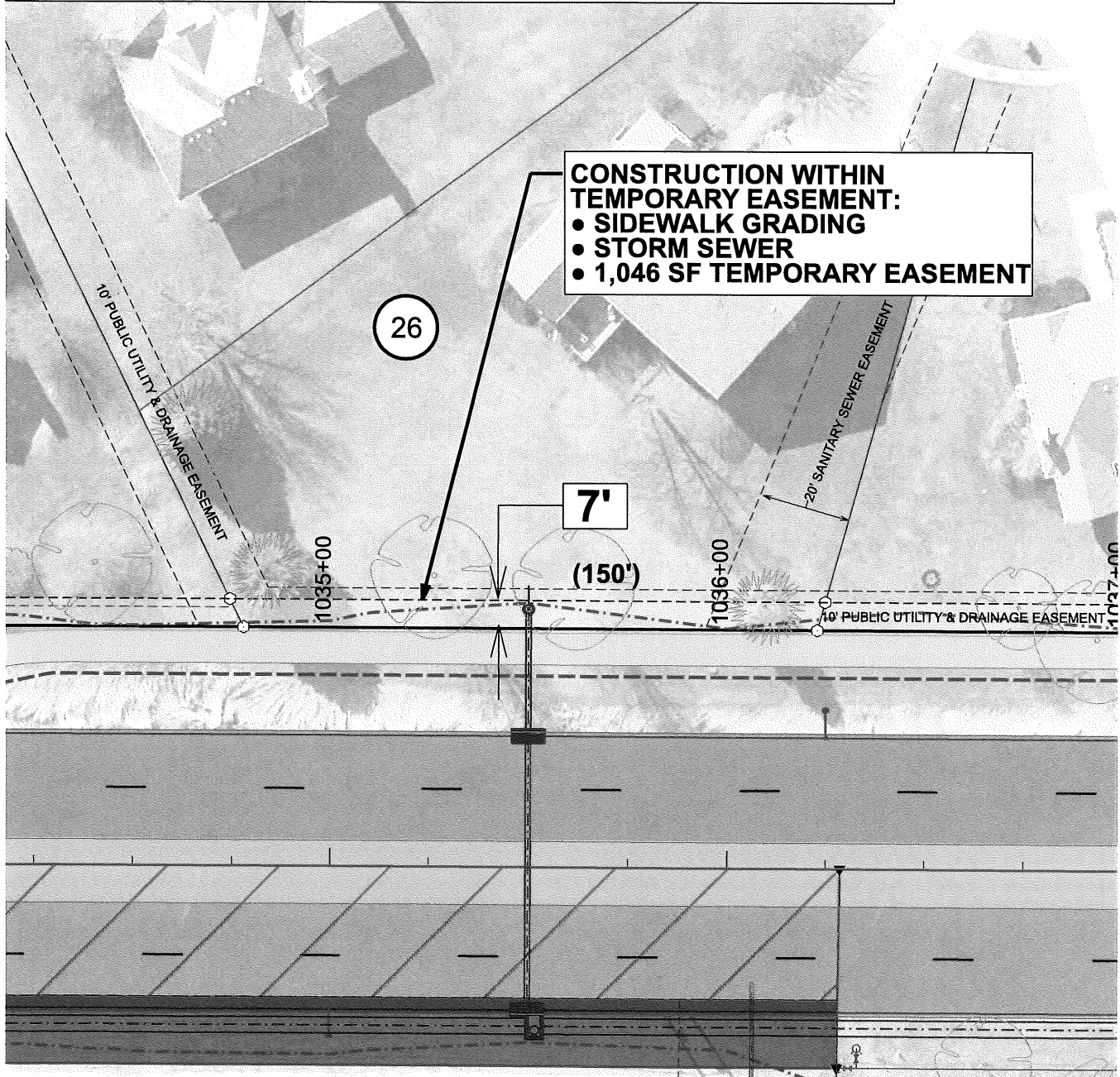
FEE TITLE



TREE REMOVAL - PRIVATE PROPERTY



TREE REMOVAL - PUBLIC PROPERTY



PARCEL 26 - RICARDO E BENDEZU AND JODI L BENDEZU

SCALE:

1"=40'

DATE:

5/5/2022

PROJECT #:

121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Ricardo E. Bendezu and Jodi L. Bendezu, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 8th day of June, 2022.

Ricardo Benderu
Signed

Ricardo Benderu
Print Name and Title

Jodi Benderu
Signed

Jodi Benderu
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 8 day of JUNE, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Ricardo Benderu and
Jodi Benderu

_____ to me personally known
or X proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Benjamin M. Alison (Sign in Ink)

Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

X INDIVIDUAL
____ CORPORATE
Title(s) of Corporate Officer(s)

____ Corporate Seal is affixed
____ No Corporate Seal procured

____ PARTNER(s):
____ Limited Partnership
____ General Partnership
____ ATTORNEY-IN-FACT
____ EXECUTOR(s) or TRUSTEE(s)
____ GUARDIAN(s) or CONSERVATOR(s)
____ OTHER: _____

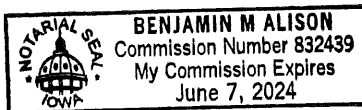
SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

Ricardo E. Benderu

Jodi L. Benderu

ACCEPTANCE BY CITY



STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

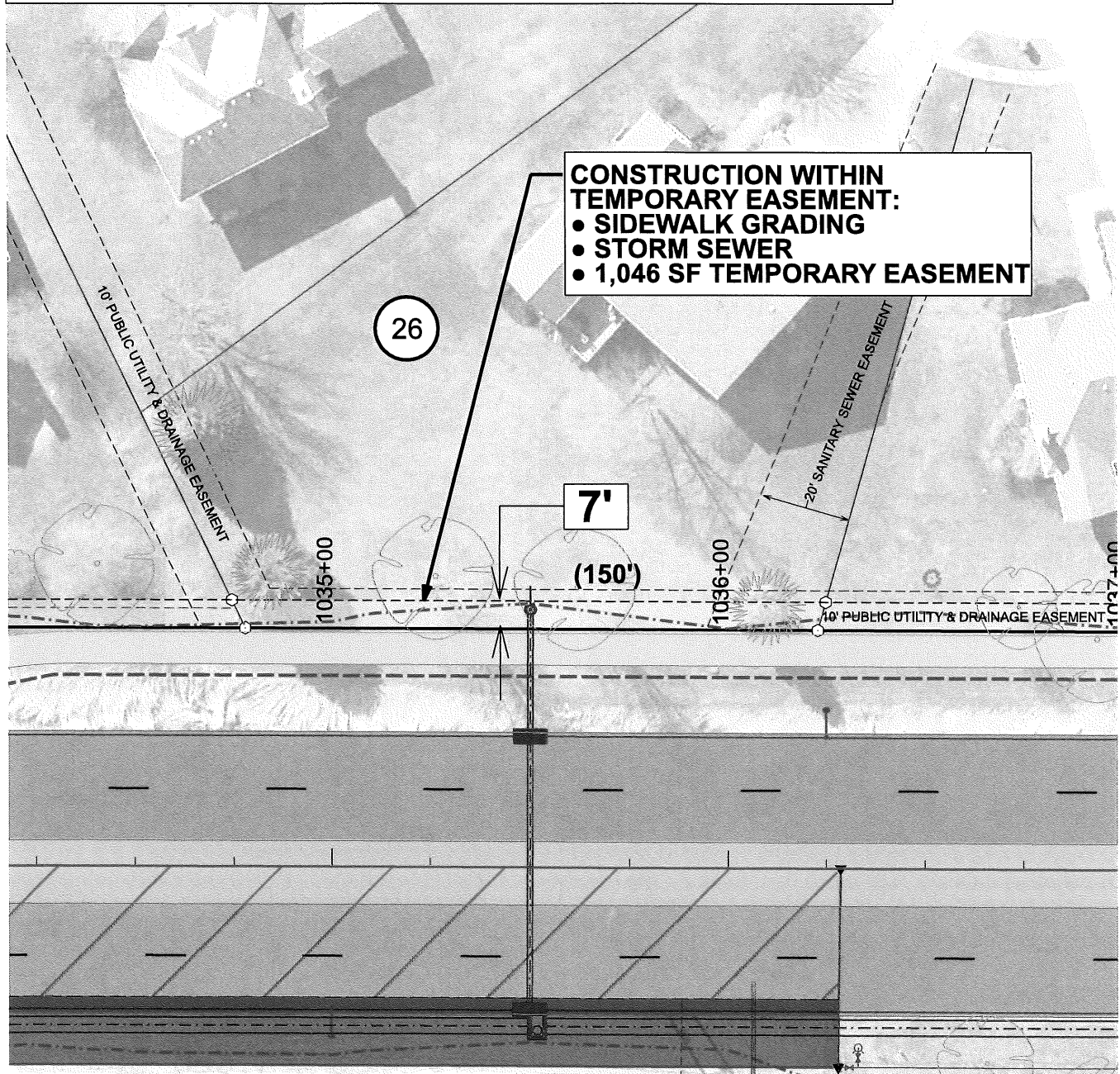
Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

LEGEND

-  PROPOSED PAVEMENT
-  PROPOSED SIDEWALK
-  TEMPORARY EASEMENT
-  EXISTING RIGHT OF WAY
-  GRADING LIMITS

-  LOT LINE
-  PROPOSED STORM SEWER
-  PROPOSED WATER MAIN
-  FEE TITLE
-  TREE REMOVAL - PRIVATE PROPERTY
-  TREE REMOVAL - PUBLIC PROPERTY



PARCEL 26 - RICARDO E BENDEZU AND JODI L BENDEZU

SCALE:
1"=40'

DATE:
5/5/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1034 NE Aspen Circle - Sippel)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Richard A. Sippel and Cynthia R. Sippel to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is \$1,715.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting temporary construction easement from Richard

A. Sippel and Cynthia R. Sippel to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 1034 NE ASPEN CIRCLE FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Richard A. Sippel and Cynthia R. Sippel at 1034 NE Aspen Circle to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Richard A. Sippel and Cynthia R. Sippel at 1034 NE Aspen Circle.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Cynthia R Sippel and Richard A Sippel
1034 NE Aspen Cir
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$1,715.00, calculated as follows:

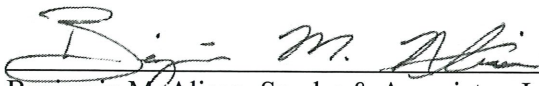
Temporary Easement:	$1,620 \text{ SF} \times \$5.00 / \text{SF} \times 10\% \times 1.5 \text{ years} =$	\$1,215.00
Other:	Tree removal (1) =	\$500.00
Total Compensation:	(Rounded)	\$1,715.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

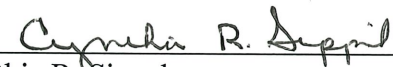
3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

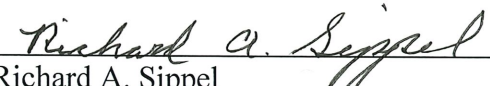
Dated at Ankeny, Iowa, this 3rd day of May, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 15th day of June, 2022.

By: 
Cynthia R. Sippel

By: 
Richard A. Sippel

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

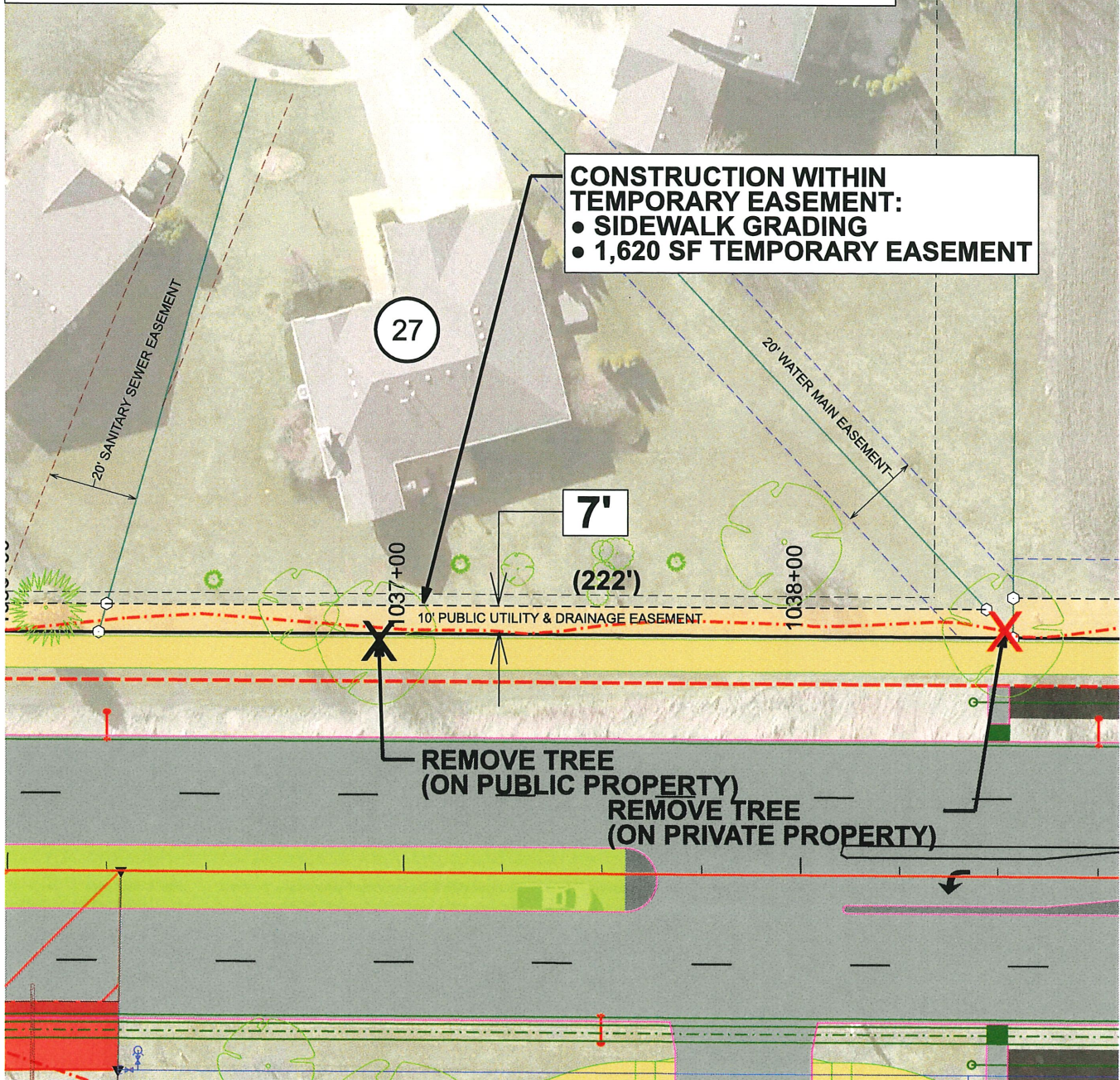
By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

LEGEND

-  PROPOSED PAVEMENT
 PROPOSED SIDEWALK
 TEMPORARY EASEMENT
 EXISTING RIGHT OF WAY
 GRADING LIMITS

-  LOT LINE
-  PROPOSED STORM SEWER
-  PROPOSED WATER MAIN
-  FEE TITLE
-  TREE REMOVAL - PRIVATE PROPERTY
-  TREE REMOVAL - PUBLIC PROPERTY



PARCEL 27 - RICHARD A SIPPEL AND CYNTHIA R SIPPEL

SCALE:
1"=40'

DATE: 5/5/2022

PROJECT #:	121.0695
------------	----------



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Cynthia R. Sippel and Richard A. Sippel, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 15th day of June, 2022.

Richard A Sippel
Signed

Richard A Sippel
Print Name and Title

Cynthia R. Sippel
Signed

Cynthia R. Sippel
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

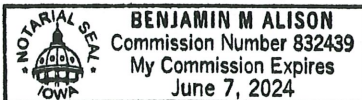
STATE OF Iowa }
COUNTY OF Polk } ss:

On this 15 day of June, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Richard A. Sippel and
Cynthia R. Sippel

_____ to me personally known
or ☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Benjamin M. Alison (Sign in Ink)
Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

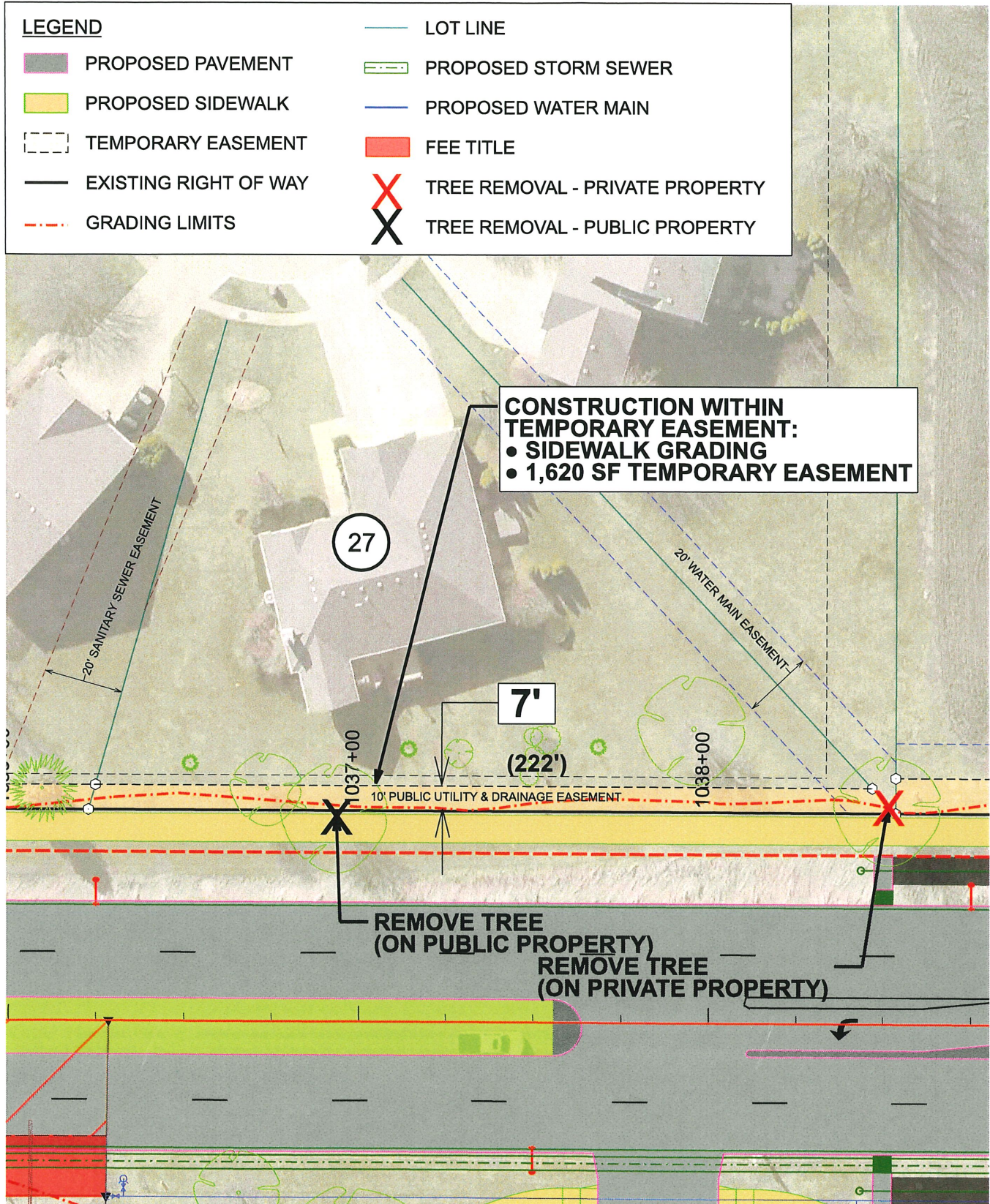
CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____

☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Richard A. Sippel
Cynthia R. Sippel



PARCEL 27 - RICHARD A SIPPEL AND CYNTHIA R SIPPEL

SCALE:
1"=40'

DATE:
5/5/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (Windsor Village Townhomes Association - Outlot X)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement on Outlot X from Windsor Village Townhomes Association to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement on Outlot X is \$1,600.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement on Outlot X from Windsor Village Townhomes Association to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT OUTLOT X OF WINDSOR VILLAGE, PLAT 1 FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Windsor Village Townhomes Association at Outlot X of Windsor Village, Plat 1 to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Windsor Village Townhomes Association at Outlot X of Windsor Village, Plat 1.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Windsor Village Townhomes Association
PO Box 23
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$1,600.00, calculated as follows:

Temporary Easement:	$3,041 \text{ SF} \times \$3.50 / \text{SF} \times 10\% \times 1.5 \text{ years} =$	\$1,596.53
Total Compensation:	(Rounded)	\$1,600.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 3rd day of May, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By:


Benjamin McAlison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this

15TH

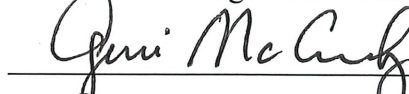
day of

JUNE

, 20 22

Windsor Village Townhomes Association

By:



Name:

GERRI MCCURDY

Title:

PRESIDENT, WINDSOR VILLAGE
TOWNHOUSE ASSN.

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

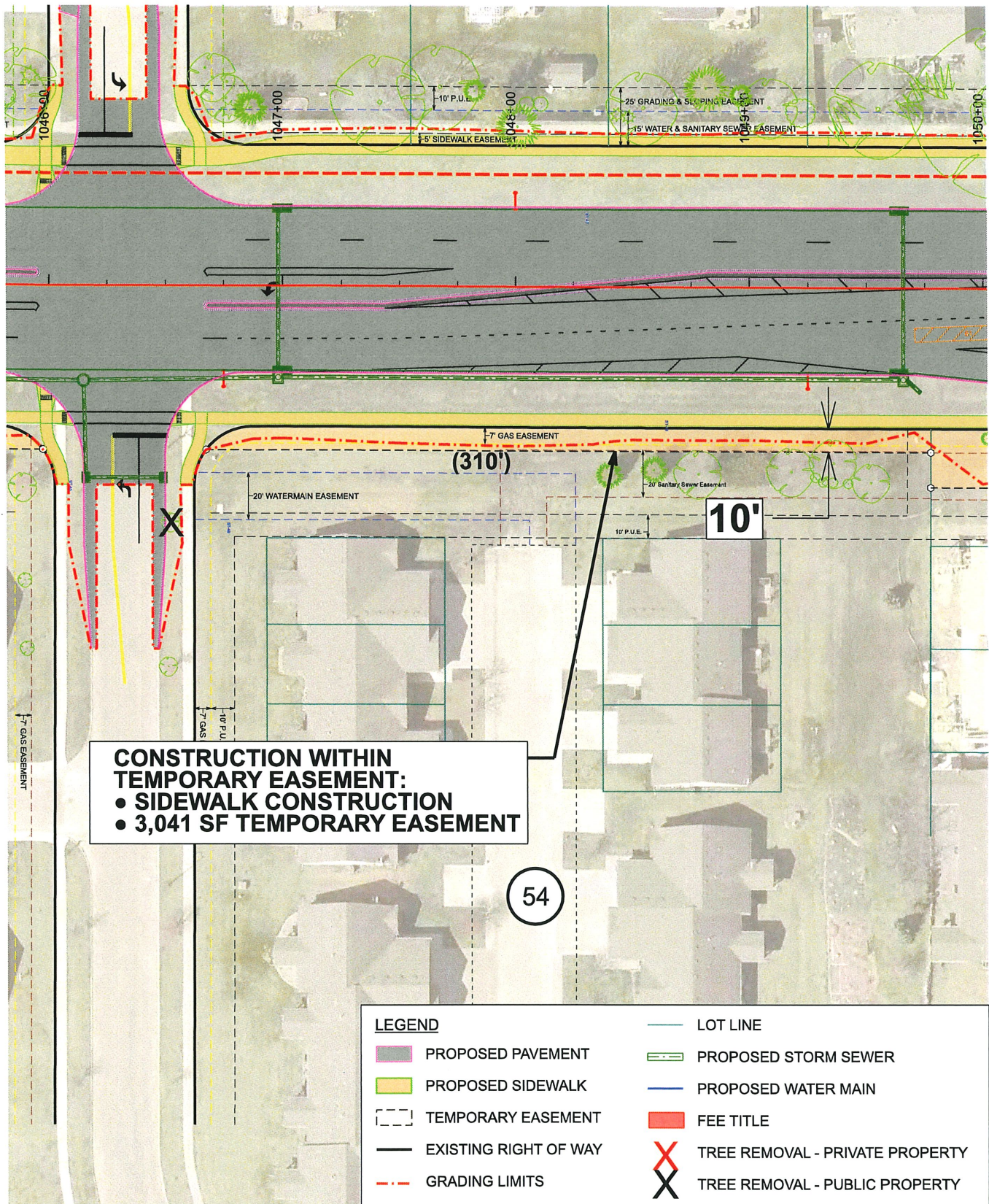
_____, 20____, by Resolution No. _____.

By:

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



PARCEL 54 - WINDSOR VILLAGE TOWNHOMES ASSOCIATION

SCALE:
1"=60'

DATE:
5/20/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Windsor Village Townhomes Association, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 15TH day of JUNE, 2022.

Signed Gerri McCurdy

Signed _____

Print Name and Title Gerri McCurdy, PRESIDENT

Print Name and Title _____

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

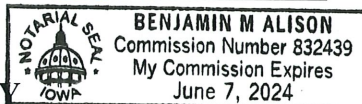
On this 15 day of June, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Gerri McCurdy

_____ to me personally known
or ✓ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Benjamin M. Alison (Sign in Ink)

Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

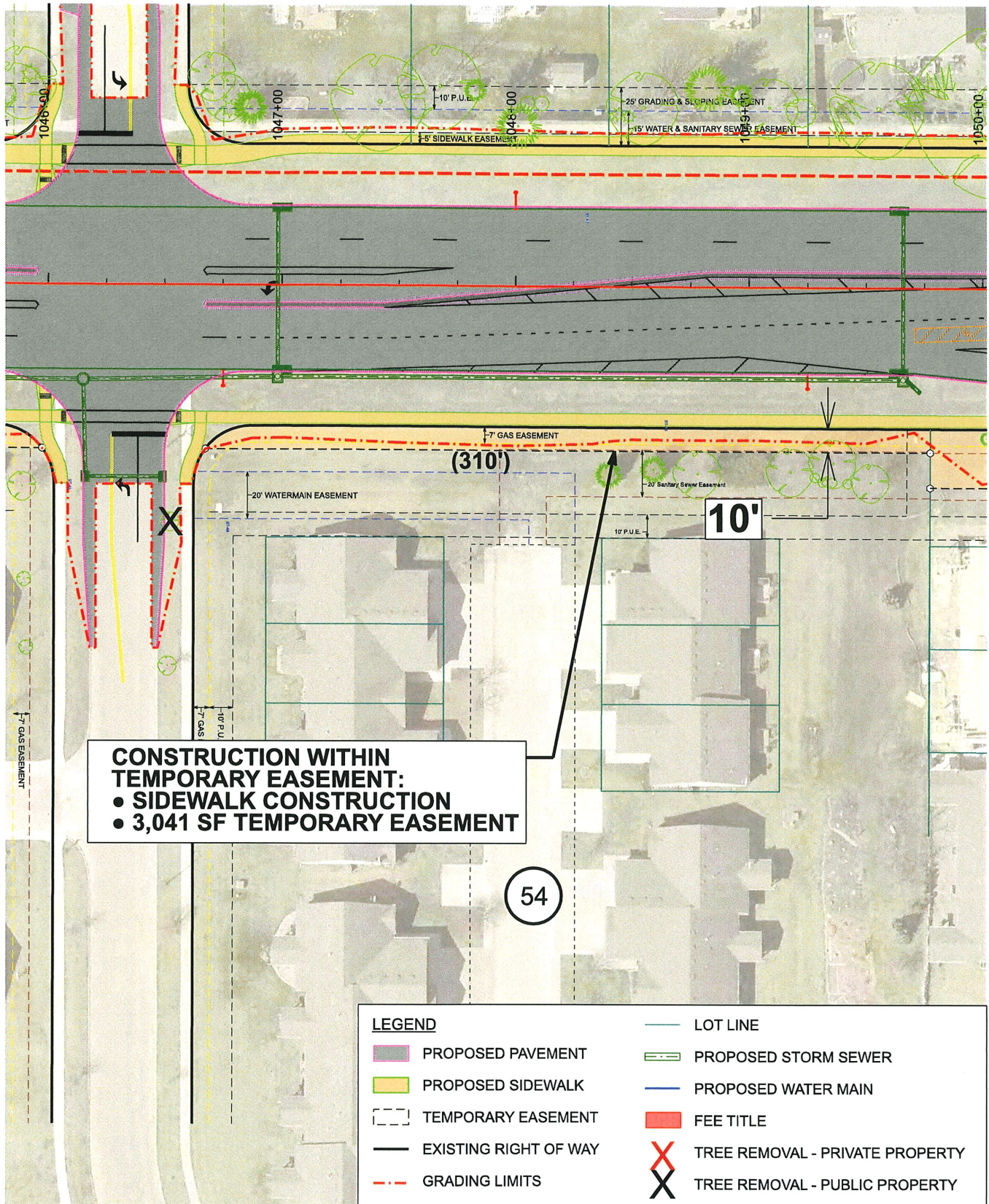
||| CAPACITY CLAIMED BY SIGNER:

____ INDIVIDUAL
✓ CORPORATE
Title(s) of Corporate Officer(s)
President

____ Corporate Seal is affixed
____ No Corporate Seal procured
____ PARTNER(s):
____ Limited Partnership
____ General Partnership
____ ATTORNEY-IN-FACT
____ EXECUTOR(s) or TRUSTEE(s)
____ GUARDIAN(s) or CONSERVATOR(s)
____ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Windsor Village Townhomes
Association



PARCEL 54 - WINDSOR VILLAGE TOWNHOMES ASSOCIATION

SCALE:
1"=60'

DATE:
5/20/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (Windsor Village Townhomes Association - Outlot Y)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement on Outlot Y from Windsor Village Townhomes Association to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement on Outlot Y is \$5,205.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement on Outlot Y from Windsor Village Townhomes Association to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT OUTLOT Y OF WINDSOR VILLAGE, PLAT 1 FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Windsor Village Townhomes Association at Outlot Y of Windsor Village, Plat 1 to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Windsor Village Townhomes Association at Outlot Y of Windsor Village, Plat 1.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Windsor Village Townhomes Association
PO Box 23
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$5,205.00, calculated as follows:

Temporary Easement:	$9,910 \text{ SF} \times \$3.50 / \text{SF} \times 10\% \times 1.5 \text{ years} =$	\$5,202.75
Total Compensation:	(Rounded)	\$5,205.00

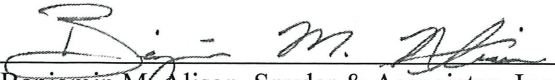
The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 3rd day of May, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By:


Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 15TH day of JUNE, 2022

Windsor Village Townhomes Association

By:



Name:

GERRI MCCURDY

Title:

PRESIDENT, WVTA

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

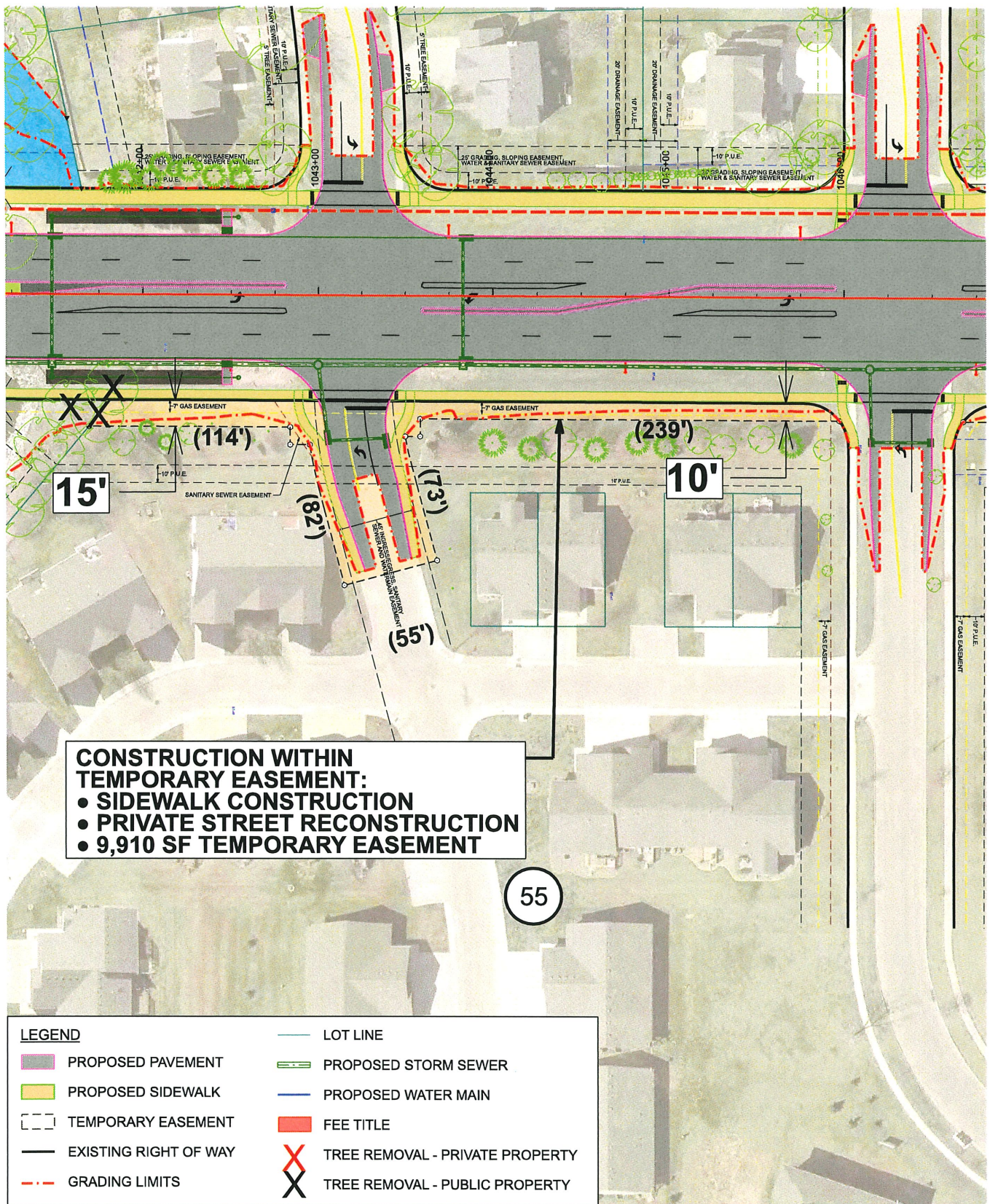
_____, 20____, by Resolution No. _____.

By:

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



PARCEL 55 - WINDSOR VILLAGE TOWNHOMES ASSOCIATION

SCALE:
1"=80'

DATE:
5/20/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Windsor Village Townhomes Association, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 15TH day of JUNE, 2022.

Gerri McCurdy
Signed

Signed

Gerri McCurdy, PRESIDENT
Print Name and Title

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

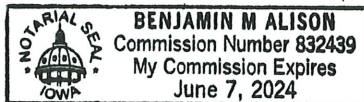
On this 15 day of June, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Gerri McCurdy

_____ to me personally known
or ☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Benjamin M. Allison (Sign in Ink)
Benjamin M. Allison (Print Name)

Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

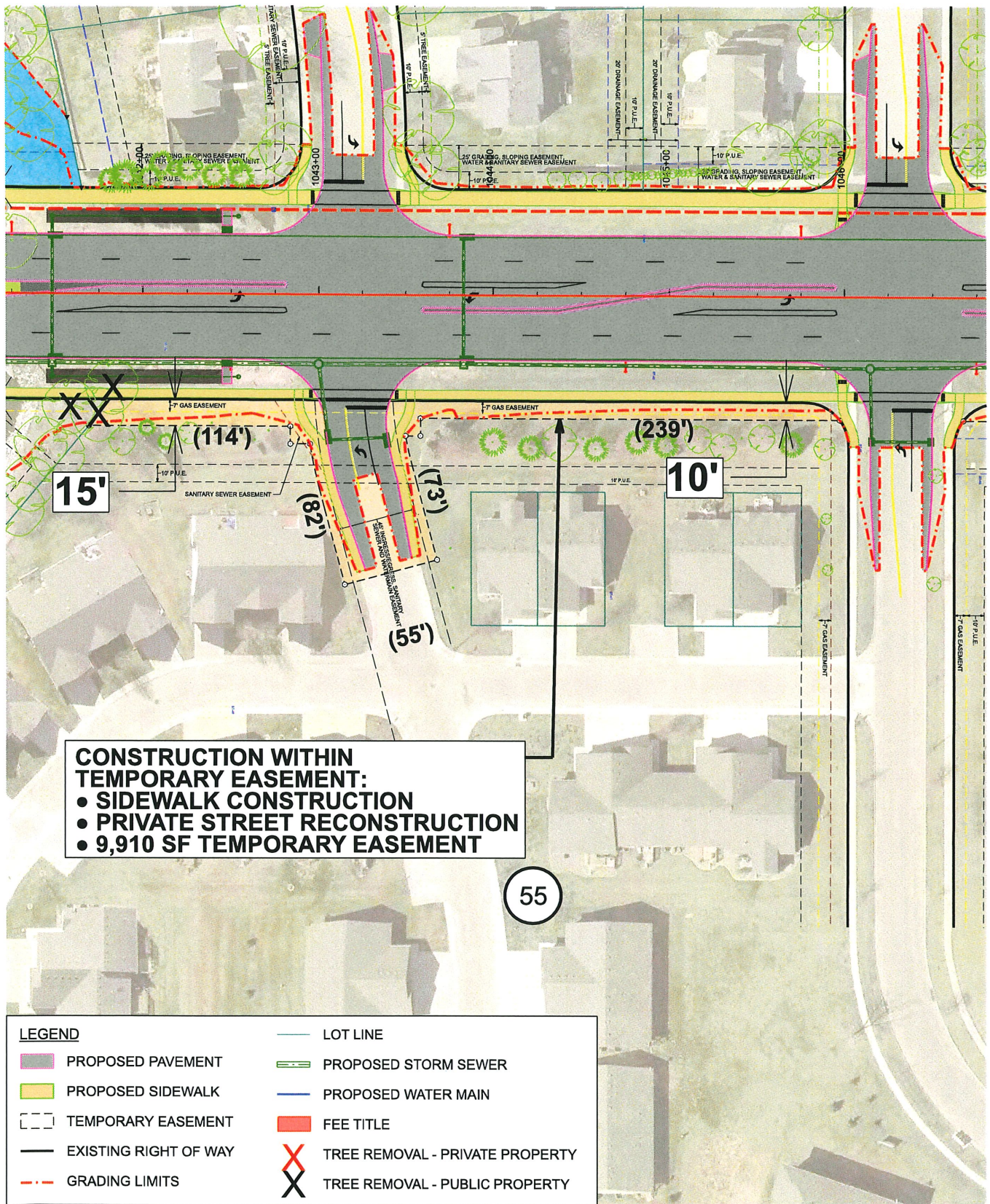
City Clerk of the City of Ankeny, Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
President
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Windsor Village Townhomes
Association



PARCEL 55 - WINDSOR VILLAGE TOWNHOMES ASSOCIATION



PROJECT NAME:

**NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH**

SCALE:
1"=80'

DATE:
5/20/2022

PROJECT #:
121.0695



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1021 NE Fountain View Court - Stokka)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Jordan Stokka and Ashley Stokka to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is \$850.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from Jordan Stokka and Ashley Stokka to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 1021 NE FOUNTAIN VIEW COURT FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Jordan Stokka and Ashley Stokka at 1021 NE Fountain View Court to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Jordan Stokka and Ashley Stokka at 1021 NE Fountain View Court.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Jordan Stokka and Ashley Stokka
 1021 NE Fountain View Ct
 Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$850.00, calculated as follows:

Temporary Easement:	345 SF, 1.5 year duration	\$700.00
Cost to cure:	Fence staining materials	\$150.00
Total Compensation:		\$850.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

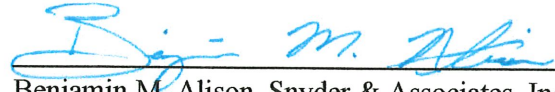
3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.
10. Safety/Pet Containment Fencing. If existing fence is removed due to construction, orange safety fencing will be installed at the easement boundary for the purpose of pet containment. Yard will be enclosed at all times during construction.

11. Tree Protection. Trees within the easement area will be protected during construction. If tree limbs are prohibiting construction, the contractor may remove limbs up to, but not more than, six feet from the ground.
12. Property Restoration. Once construction is complete in the vicinity of the property, contractors will immediately begin restoring the area of disturbed property. Restoration will include yard grading, seeding, and fence installation. Fence will be re-installed or replaced with like-kind materials. Once the fence is installed, property owner will have the opportunity to approve that the fence is complete and restored to the same condition as prior to construction.

Dated at Ankeny, Iowa, this 17th day of June, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

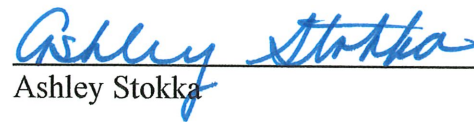

Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 24th day of June, 2022.

By:


Jordan Stokka

By:


Ashley Stokka

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By:

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

LEGEND

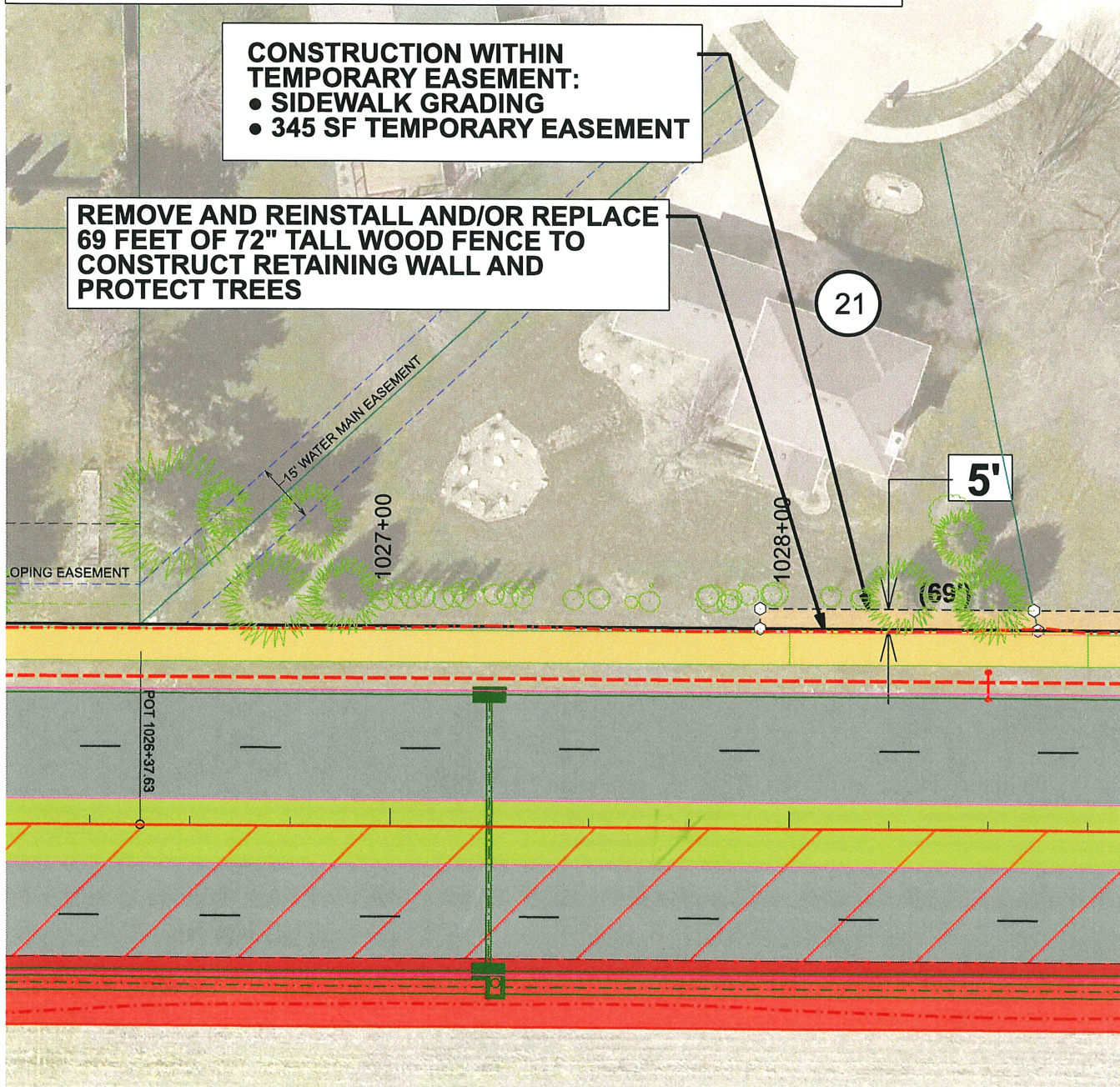
-  PROPOSED PAVEMENT
 PROPOSED SIDEWALK
 TEMPORARY EASEMENT
 EXISTING RIGHT OF WAY
 GRADING LIMITS

-  LOT LINE
-  PROPOSED STORM SEWER
-  PROPOSED WATER MAIN
-  FEE TITLE
-  TREE REMOVAL - PRIVATE PROPERTY
-  TREE REMOVAL - PUBLIC PROPERTY

**CONSTRUCTION WITHIN
TEMPORARY EASEMENT:**

- **SIDEWALK GRADING**
- **345 SF TEMPORARY EASEMENT**

**REMOVE AND REINSTALL AND/OR REPLACE
69 FEET OF 72" TALL WOOD FENCE TO
CONSTRUCT RETAINING WALL AND
PROTECT TREES**



PARCEL 21 - JORDAN STOKKA AND ASHLEY STOKKA

SCALE: 1"=40'

DATE: 5/5/2022

PROJECT #:	121.0695
------------	----------



PROJECT NAME:

NE DELAWARE AVENUE RECONSTRUCTION-5TH TO 18TH

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Jordan Stokka and Ashley Stokka, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 24 day of June, 2022.

Jordan Stokka
Signed

Jordan Stokka
Print Name and Title

Ashley Stokka
Signed

Ashley Stokka
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

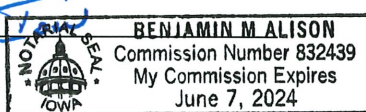
On this 24 day of June, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Jordan Stokka + Ashley
Stokka

_____ to me personally known
or X proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Benjamin M. Alison (Sign in Ink)

Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

CAPACITY CLAIMED BY SIGNER:

____ INDIVIDUAL
____ CORPORATE
Title(s) of Corporate Officer(s)

____ Corporate Seal is affixed
____ No Corporate Seal procured
____ PARTNER(s):
____ Limited Partnership
____ General Partnership
____ ATTORNEY-IN-FACT
____ EXECUTOR(s) or TRUSTEE(s)
____ GUARDIAN(s) or CONSERVATOR(s)
____ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

LEGEND

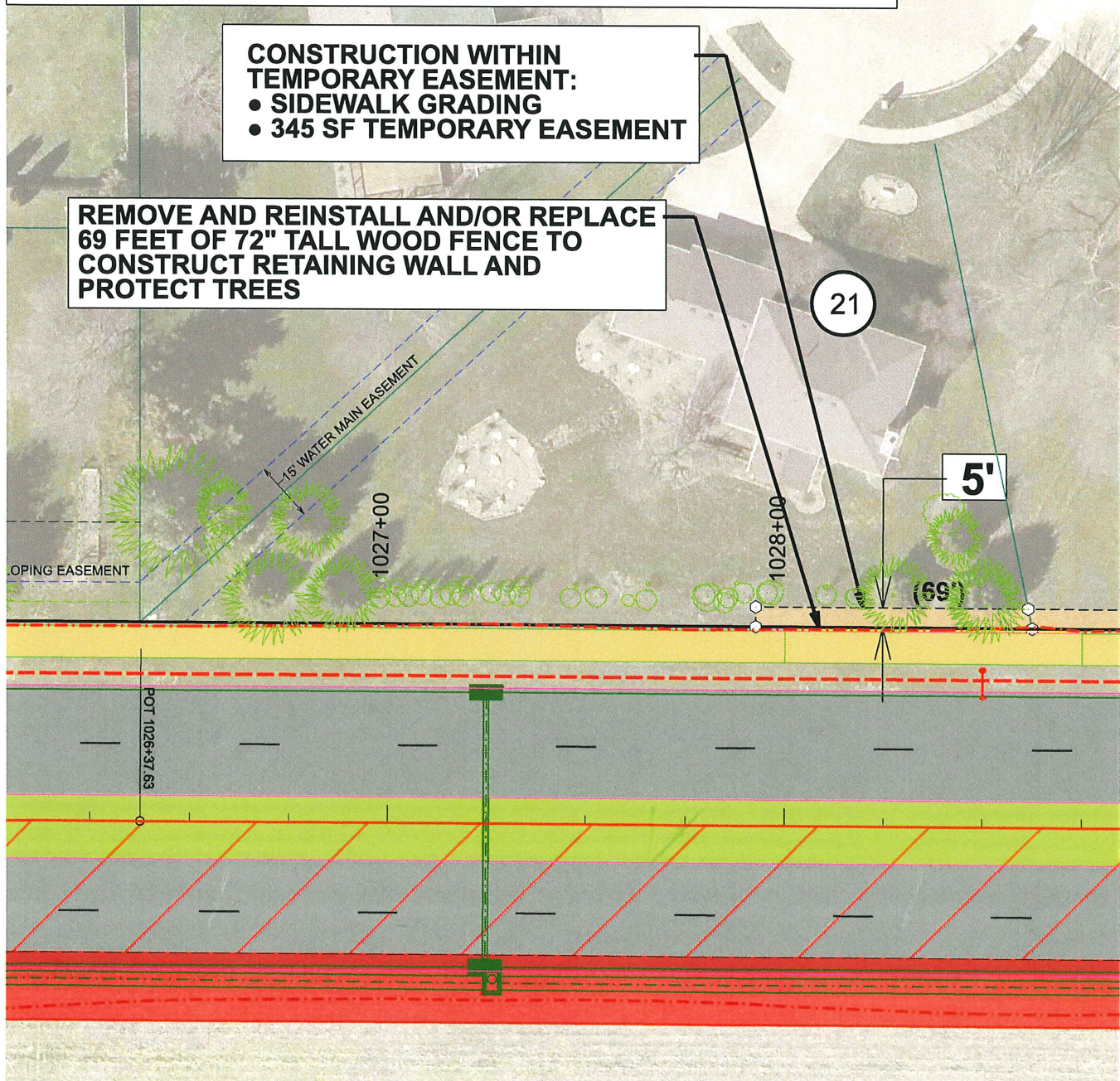
-  PROPOSED PAVEMENT
-  PROPOSED SIDEWALK
-  TEMPORARY EASEMENT
-  EXISTING RIGHT OF WAY
-  GRADING LIMITS

-  LOT LINE
 PROPOSED STORM SEWER
 PROPOSED WATER MAIN
 FEE TITLE
 TREE REMOVAL - PRIVATE PROPERTY
 TREE REMOVAL - PUBLIC PROPERTY

**CONSTRUCTION WITHIN
TEMPORARY EASEMENT:**

- **SIDEWALK GRADING**
- **345 SF TEMPORARY EASEMENT**

**REMOVE AND REINSTALL AND/OR REPLACE
69 FEET OF 72" TALL WOOD FENCE TO
CONSTRUCT RETAINING WALL AND
PROTECT TREES**



PARCEL 21 - JORDAN STOKKA AND ASHLEY STOKKA

SCALE: 1"=40'

DATE: 5/5/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Iowa Signal, Inc., in the amount of \$56,080.00 for the construction of Flashing Beacon and RRFB (Rectangular Rapid Flashing Beacon) Installation.

EXECUTIVE SUMMARY:

The action before the council is the adoption of a resolution accepting a proposal from Iowa Signal, Inc. for the Flashing Beacon and RRFB Installation.

The Flashing Beacon and RRFB Installation executes recommendations for school crosswalk and school speed zones from the Elementary School Walkability Study, accepted by City Council on May 16, 2022 (attached), and the revisions to Chapter 63, Speed Regulations, of the Code of Ordinances, enacted June 20, 2022.

The project includes installation of 12 flashing beacons/ RRFB's on concrete foundations, 6 relocations of

flashing beacons with screw-in anchors, removal of 1 set of electric-powered flashing beacons and related equipment, restoration, traffic control and miscellaneous associated work necessary to complete the project.

The City has procured and assembled the necessary beacons, poles, solar-power units, signs and associated materials for the contractor to install. The school speed zone flashing beacons are required to be fully completed and operational prior to the start of school on August 23, 2022.

Bid invitations were sent to three (3) contractors that can complete this type of work. One (1) bid was received for the project as follows:

Iowa Signal, Inc. \$56,080.00

Engineer's Estimate \$42,800.00

The Public Works Department recommends award of the Flashing Beacon and RRFB Installation project to Iowa Signal, Inc. of Grimes, Iowa.

FISCAL IMPACT: No

The cost for permanent surface restoration at these locations was included with the individual construction projects in the 2022-2026 CIP for this year.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Iowa Signal, Inc. for the Flashing Beacon and RRFB Installation.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

The individual construction projects had project information letters sent earlier this year indicating that the permanent surface restoration would be completed in the fall.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Walkability Study

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PROPOSAL FROM
IOWA SIGNAL, INC. IN THE AMOUNT OF \$56,080.00
FOR THE CONSTRUCTION OF FLASHING BEACON and RRFB INSTALLATION**

WHEREAS, the City of Ankeny desires to complete the construction of the Flashing Beacon and RRFB (Rectangular Rapid Flashing Beacon) Installation for the Elementary School Walkability Improvements and;

WHEREAS, a request for proposal was sent out to three (3) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Iowa Signal, Inc.

\$56,080.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Iowa Signal, Inc. in the amount of \$56,080.00 be accepted for the construction of the Flashing Beacon and RRFB Installation, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation - City of Ankeny
Flashing Beacon and RRFB Installation Project
Bid Date June 28, 10:30 AM

Item No.	Item	Unit	Total	Engineer's Estimate		Iowa Signal, Inc.	
				Unit Price	Total Price	Unit Price	Total Price
1	Remove Solar Powered Flashing Beacons with Screw in Anchors	EA	6	\$1,000.00	\$6,000.00	\$1,500.00	\$9,000.00
2	Re-Install Solar Powered Flashing Beacons with Screw in Anchors	EA	6	\$800.00	\$4,800.00	\$900.00	\$5,400.00
3	Install 24" x 48" Pedestal Pole Foundation SUDAS Fig 8010.102	EA	12	\$1,500.00	\$18,000.00	\$1,590.00	\$19,080.00
4	Install Solar Powered Flashing Beacon on Concrete Foundation	EA	6	\$500.00	\$3,000.00	\$800.00	\$4,800.00
5	Install Solar Powered Rectangular Rapid Flashing Beacon on Concrete Foundation	EA	6	\$500.00	\$3,000.00	\$800.00	\$4,800.00
6	Remove Electric Powered Flashing Beacons, incl. Footing and Restoration	EA	2	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00
7	Remove Type I Handhole, incl. wiring and Restoration	EA	1	\$500.00	\$500.00	\$1,500.00	\$1,500.00
8	Remove Traffic Signal Cabinet, incl. Power Service, Footing and Restoration	EA	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
9	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
	Total Amount Bid =				\$42,800.00		\$56,080.00

HRG_PLOT: 2:07:59 PM 4/19/2022 BY: enketah FILE: J:\2020\201202\Design\Traffic\Ashland Ridge\ashland_ridge.mxd

City of Ankeny
Elementary School
Walkability Study

Site 01 (S.01)

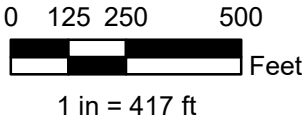
Ashland Ridge
Elementary School

Legend

- EXISTING**
- School
 - Part-time STOP Control
 - All-way STOP Control
 - Signal Control
 - Crossing Guard with Paddle
 - Crosswalk Warning Sign (Pedestrian)
 - Crosswalk Warning Sign (School)
 - Continental Crosswalk (Public)
 - Continental Crosswalk (School District)
 - Standard Crosswalk (Public)
 - Standard Crosswalk (School District)
 - Pedestrian Walk Path (Observed)
 - Reduced Speed Limit Zone (School)
 - Reduced Speed Limit Sign w/ Flashers (School)

- PROPOSED**
- Reduced Speed Limit Zone w/ Sign + Flashers (School) - To Be Removed

(1A)



PROPOSED IMPROVEMENTS

- (1A) - Northpark Drive & 27th Street**
- Remove ramps to cross Northpark Drive.
- (1B) - Northpark Drive & 26th Street**
- Remove ramps to cross Northpark Drive.
- (1C) - Northpark Drive between 26th Street & 27th Street**
- Install Ramps, School Crosswalk Warning Signs, Continental Pavement Markings to mark as Crosswalk.
- (1D) - Northpark Drive & Parkside Drive**
- Install Ramps on west side.
- (1E) - Parkside Drive between Northpark Drive & Park Meadows Drive**
- Install School Crosswalk Warning Signs, Continental Pavement Markings to mark as Crosswalk.
- (1F) - Ash Drive & Reinhart Drive**
- Relocate existing SB Crosswalk Warning Sign to the north.
- (1G) - Ash Drive & Reinhart Drive**
- Convert to Full-Time All-Way Stop Control (Maintain Crossing Guard Presence).
- (1H) - Ash Drive north of Park Meadows Drive / Georgetown Boulevard**
- Remove southbound School Crosswalk Warning Sign.
- (1I) - Ash Drive between Reinhart Drive & 22nd Street**
- Remove Existing Reduced Speed Limit Zone/Flasher System.

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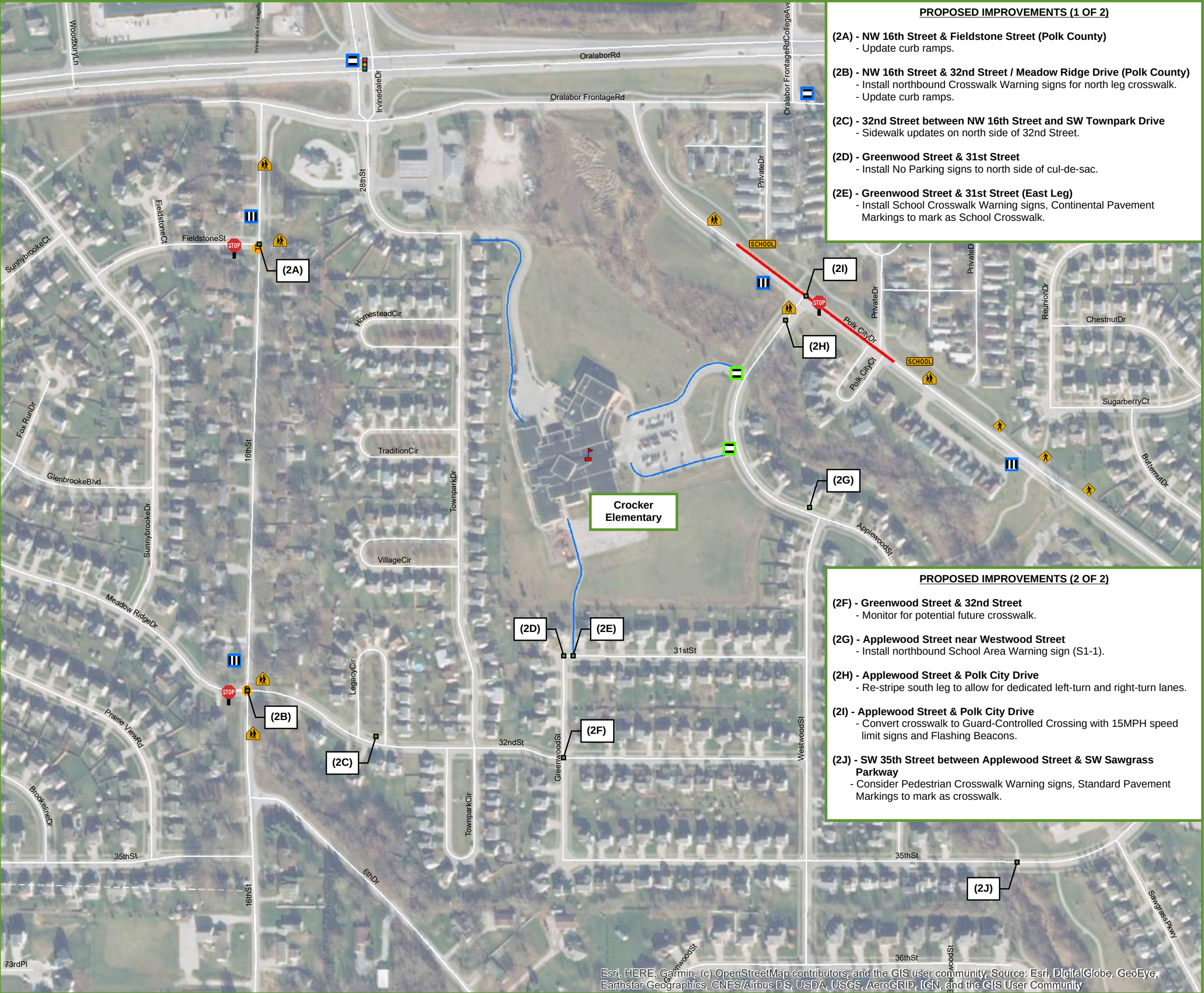
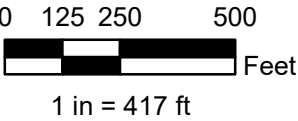
City of Ankeny
Elementary School
Walkability Study

Site 02 (S.02)

Crocker
Elementary School

Legend

- EXISTING**
- School
 - Part-time STOP Control
 - All-way STOP Control
 - Signal Control
 - Crossing Guard with Paddle
 - Crosswalk Warning Sign (Pedestrian)
 - Crosswalk Warning Sign (School)
 - Continental Crosswalk (Public)
 - Continental Crosswalk (School District)
 - Standard Crosswalk (Public)
 - Standard Crosswalk (School District)
 - Pedestrian Walk Path (Observed)
 - Reduced Speed Limit Zone (School)
 - Reduced Speed Limit Sign w/ Flashers (School)
- PROPOSED**
- (2A)



HRG_PLOT: 1:57:34 PM 4/19/2022 BY: enketah FILE: J:\2020\201202\Design\Traffic\East\East 2.mxd

City of Ankeny
Elementary School
Walkability Study

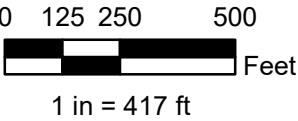
Site 03 (S.03)

East
Elementary School

Legend

- EXISTING**
-  School
 -  Part-time STOP Control
 -  All-way STOP Control
 -  Signal Control
 -  Crossing Guard with Paddle
 -  Crosswalk Warning Sign (Pedestrian)
 -  Crosswalk Warning Sign (School)
 -  Continental Crosswalk (Public)
 -  Continental Crosswalk (School District)
 -  Standard Crosswalk (Public)
 -  Standard Crosswalk (School District)
 -  Pedestrian Walk Path (Observed)
 -  Reduced Speed Limit Zone (School)
 -  Reduced Speed Limit Sign w/ Flashers (School)
- PROPOSED**
-  Reduced Speed Limit Zone w/ Sign + Flashers (School) - Proposed

(3A)



PROPOSED IMPROVEMENTS

- (3A) - 1st Street & Trilein Drive**
- Update ramps and pedestrian push buttons.
 - Consider Leading Pedestrian Interval timings.
 - Convert crosswalk pavement markings to Continental style.
 - Add Crosswalk Warning signage to traffic signal.
- (3B) - 2nd Street & Trilein Drive**
- Install Ramps, School Crosswalk Warning Signs, Continental Pavement Markings to mark as Crosswalk.
 - Convert crosswalk to Guard-Controlled Crossing (south leg) with 15MPH speed limit signs and Flashing Beacons.
 - Add Stop Sign for westbound traffic to southeast quadrant.
- (3C) - 3rd Street & School Access**
- Shift School Crosswalk Warning sign to the east.
- (3D) - 3rd Street & SE Sharon Drive**
- Add All-Way plaque below southbound Stop Sign.
- (3E) - School Site**
- Consider sidewalk pathway between school and Trilein Drive to the north.
- (3F) - Trilein Drive between Lawrence Drive & 3rd Street**
- Implement parking restriction on the west side of Trilein Drive from Lawrence Drive to 3rd Street during the school arrival and dismissal periods.



HRG_PLOT: 1:53:10 PM 4/19/2022 BY: enketah FILE: J:\2020\201202\Design\Traffic\Heritage\Heritage.mxd

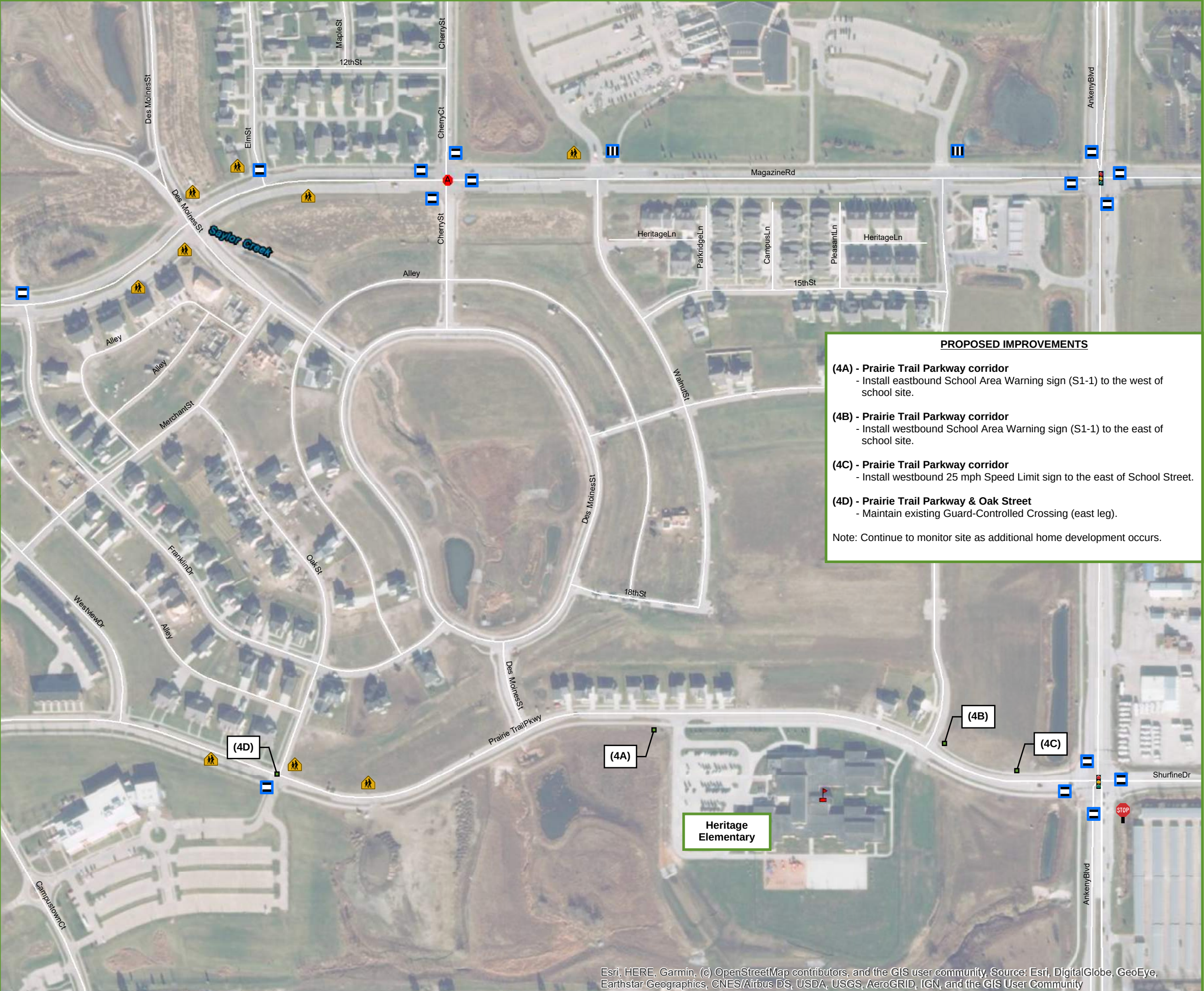
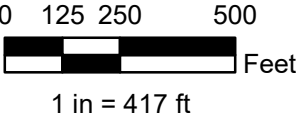
City of Ankeny
Elementary School
Walkability Study

Site 04 (S.04)

Heritage
Elementary School

Legend

- EXISTING**
-  School
 -  Part-time STOP Control
 -  All-way STOP Control
 -  Signal Control
 -  Crossing Guard with Paddle
 -  Crosswalk Warning Sign (Pedestrian)
 -  Crosswalk Warning Sign (School)
 -  Continental Crosswalk (Public)
 -  Continental Crosswalk (School District)
 -  Standard Crosswalk (Public)
 -  Standard Crosswalk (School District)
 -  Pedestrian Walk Path (Observed)
 -  Reduced Speed Limit Zone (School)
 -  Reduced Speed Limit Sign w/ Flashers (School)
- PROPOSED**
-  (4A)



PROPOSED IMPROVEMENTS

- (4A) - Prairie Trail Parkway corridor**
- Install eastbound School Area Warning sign (S1-1) to the west of school site.
- (4B) - Prairie Trail Parkway corridor**
- Install westbound School Area Warning sign (S1-1) to the east of school site.
- (4C) - Prairie Trail Parkway corridor**
- Install westbound 25 mph Speed Limit sign to the east of School Street.
- (4D) - Prairie Trail Parkway & Oak Street**
- Maintain existing Guard-Controlled Crossing (east leg).
- Note: Continue to monitor site as additional home development occurs.

HRG_PLOT: 1:49:29 PM 4/19/2022 BY: enketah FILE: J:\2020\201202\Design\Traffic\Northeast\Northeast.mxd

City of Ankeny
Elementary School
Walkability Study

Site 05 (S.05)

Northeast
Elementary School

Legend

EXISTING

-  School
-  Part-time STOP Control
-  All-way STOP Control
-  Signal Control
-  Crossing Guard with Paddle
-  Crosswalk Warning Sign (Pedestrian)
-  Crosswalk Warning Sign (School)
-  Continental Crosswalk (Public)
-  Continental Crosswalk (School District)
-  Standard Crosswalk (Public)
-  Standard Crosswalk (School District)
-  Pedestrian Walk Path (Observed)
-  Reduced Speed Limit Zone (School)
-  Reduced Speed Limit Sign w/ Flashers (School)

PROPOSED

-  Reduced Speed Limit Zone w/ Sign + Flashers (School) - Proposed
-  Reduced Speed Limit Zone w/ Sign + Flashers (School) - To Be Removed

(5A)

0 125 250 500

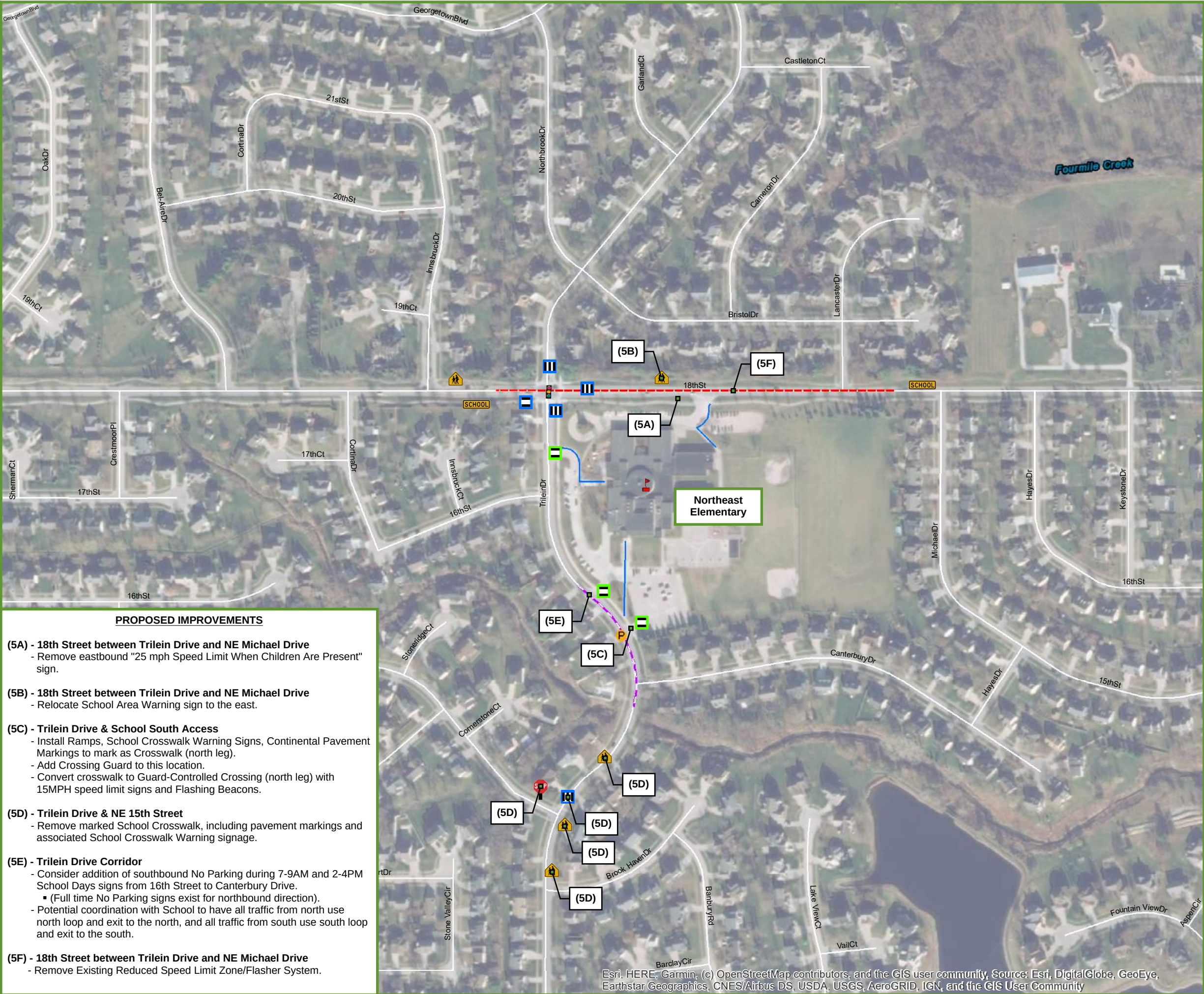
Feet

1 in = 417 ft



PROPOSED IMPROVEMENTS

- (5A) - 18th Street between Trilein Drive and NE Michael Drive**
- Remove eastbound "25 mph Speed Limit When Children Are Present" sign.
- (5B) - 18th Street between Trilein Drive and NE Michael Drive**
- Relocate School Area Warning sign to the east.
- (5C) - Trilein Drive & School South Access**
- Install Ramps, School Crosswalk Warning Signs, Continental Pavement Markings to mark as Crosswalk (north leg).
- Add Crossing Guard to this location.
- Convert crosswalk to Guard-Controlled Crossing (north leg) with 15MPH speed limit signs and Flashing Beacons.
- (5D) - Trilein Drive & NE 15th Street**
- Remove marked School Crosswalk, including pavement markings and associated School Crosswalk Warning signage.
- (5E) - Trilein Drive Corridor**
- Consider addition of southbound No Parking during 7-9AM and 2-4PM School Days signs from 16th Street to Canterbury Drive.
▪ (Full time No Parking signs exist for northbound direction).
- Potential coordination with School to have all traffic from north use north loop and exit to the north, and all traffic from south use south loop and exit to the south.
- (5F) - 18th Street between Trilein Drive and NE Michael Drive**
- Remove Existing Reduced Speed Limit Zone/Flasher System.



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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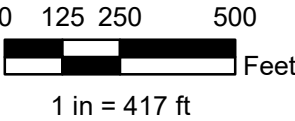
City of Ankeny
Elementary School
Walkability Study

Site 06 (S.06)

Northwest
Elementary School

Legend

- EXISTING**
- School
 - Part-time STOP Control
 - All-way STOP Control
 - Signal Control
 - Crossing Guard with Paddle
 - Crosswalk Warning Sign (Pedestrian)
 - Crosswalk Warning Sign (School)
 - Continental Crosswalk (Public)
 - Continental Crosswalk (School District)
 - Standard Crosswalk (Public)
 - Standard Crosswalk (School District)
 - Pedestrian Walk Path (Observed)
 - Reduced Speed Limit Zone (School)
 - Reduced Speed Limit Sign w/ Flashers (School)
- PROPOSED**
- Ramp Updates
 - (6A)



PROPOSED IMPROVEMENTS

- (6A) - 1st Street & State Street**
- Consider Leading Pedestrian Interval timings.
- (6B) - 1st Street & Mid-Block Crossing**
- Existing traffic signal to be replaced in 2022 by different project.
- Update ramps.
- (6C) - 1st Street & School Access**
- Update ramps.
- (6D) - 1st Street & Kline Street**
- Consider removal of south/north ramps due to skew of intersection and proximity to mid-block traffic signal.
- (6E) - 1st Street Corridor**
- Repair core drill hole in sidewalk to the west of school pull-off lane.
- (6F) - School Site**
- Coordination with School to shift top of un-loading/loading zone to the south to provide additional vehicle queuing onsite rather than westbound 1st Street.
- (6G) - School Site**
- Coordination with school to update/repair pathway on heavily traveled bike/ped route.
- (6H) - 3rd Street between Stratford Lane & Bramble Road**
- Consider School Crosswalk Warning Signs, Continental Pavement Markings to mark as Crosswalk.
- Update ramps.
- (6I) - 1st Street between SW Flynn Drive and NW Des Moines Street**
- Keep Existing Reduced Speed Limit Zone/Flasher System.



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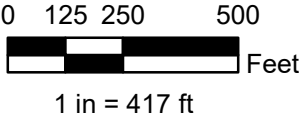
City of Ankeny
Elementary School
Walkability Study

Site 07 (S.07)

Prairie Trail
Elementary School

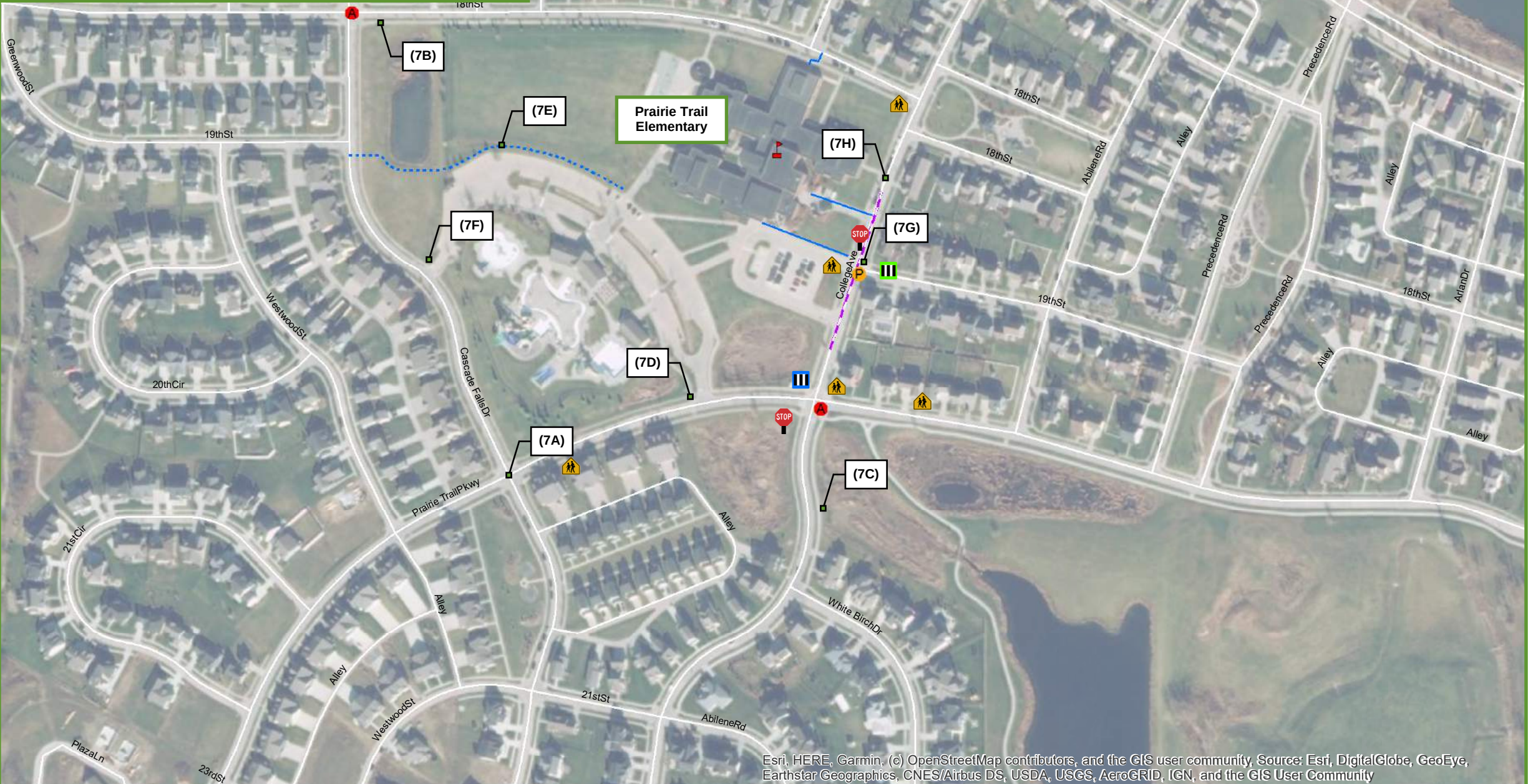
Legend

- EXISTING**
-  School
 -  Part-time STOP Control
 -  All-way STOP Control
 -  Signal Control
 -  Crossing Guard with Paddle
 -  Crosswalk Warning Sign (Pedestrian)
 -  Crosswalk Warning Sign (School)
 -  Continental Crosswalk (Public)
 -  Continental Crosswalk (School District)
 -  Standard Crosswalk (Public)
 -  Standard Crosswalk (School District)
 -  Pedestrian Walk Path (Observed)
 -  Reduced Speed Limit Zone (School)
 -  Reduced Speed Limit Sign w/ Flashers (School)
- PROPOSED**
-  Pedestrian Walk Path (Proposed)
 -  Reduced Speed Limit Zone w/ Sign + Flashers (School) - Proposed



PROPOSED IMPROVEMENTS

- (7A) - Cascade Falls Drive & Prairie Trail Parkway**
- Convert intersection to All-Way Stop Control.
- (7B) - 18th Street east of Cascade Falls Drive**
- Install eastbound School Area Warning sign (S1-1).
- (7C) - College Avenue south of Prairie Trail Parkway**
- Install northbound School AHEAD Warning sign (S1-1, and W16-9P).
- (7D) - Prairie Trail Parkway between Cascade Falls Drive & College Avenue**
- Continue to monitor/consider for potential removal of mid-block crossing due to proximity of All-Way Stop Control intersections in close proximity.
- (7E) - School Site / Detention Site**
- Potential pathway to connect school to Cascade Falls Drive.
- (7F) - Parking Lot Driveway between Prairie Trail Parkway & 19th Street**
- Install westbound Stop sign (R1-1).
- (7G) - College Avenue & 19th Street**
- Convert crosswalk to Guard-Controlled Crossing (north leg) with 15MPH speed limit signs and Flashing Beacons.
(Pending purchase of additional set of beacons)
- (7H) - College Avenue between 18th Street & Prairie Trail Parkway**
- Establish parking restriction on the west side of College Avenue during 7-9 AM and 2-4 PM on School Days from 18th Street to Prairie Trail Parkway.



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

City of Ankeny
Elementary School
Walkability Study

Site 08 (S.08)

Rock Creek Elementary School

Legend

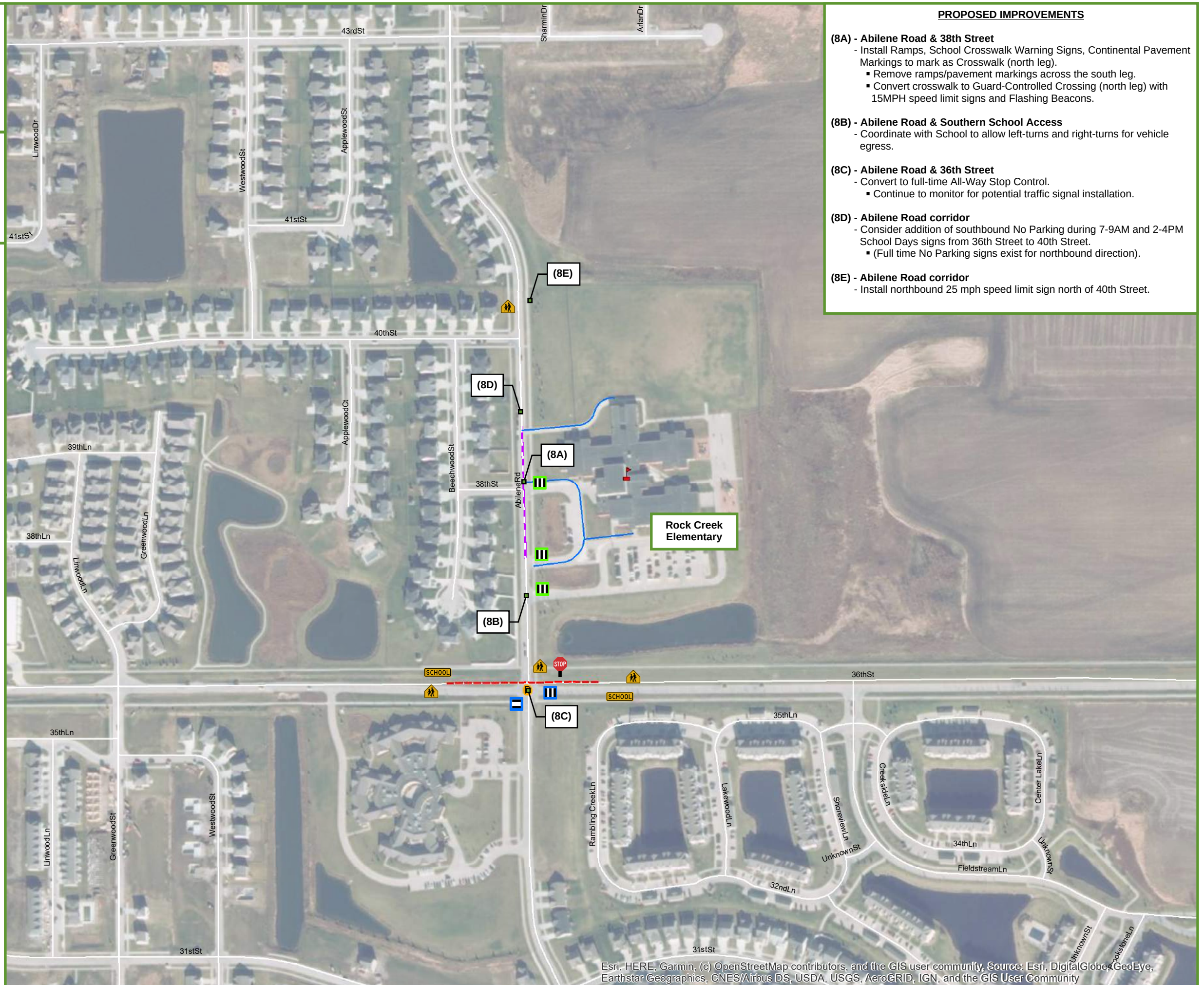
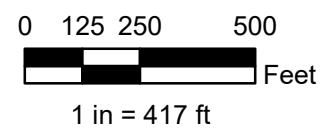
EXISTING

- | | |
|---|---|
|  | School |
|  | Part-time STOP Control |
|  | All-way STOP Control |
|  | Signal Control |
|  | Crossing Guard with Paddle |
|  | Crosswalk Warning Sign (Pedestrian) |
|  | Crosswalk Warning Sign (School) |
|  | Continental Crosswalk (Public) |
|  | Continental Crosswalk (School District) |
|  | Standard Crosswalk (Public) |
|  | Standard Crosswalk (School District) |
|  | Pedestrian Walk Path (Observed) |
|  | Reduced Speed Limit Zone (School) |
|  | Reduced Speed Limit Sign w/ Flashers (School) |

PROPOSED

- Reduced Speed Limit Zone w/ Sign + Flashers (School) - Proposed
- Reduced Speed Limit Zone w/ Sign + Flashers (School) - To Be Removed

(8A)



PROPOSED IMPROVEMENTS

(8A) - Abilene Road & 38th Street

- Install Ramps, School Crosswalk Warning Signs, Continental Pavement Markings to mark as Crosswalk (north leg).
 - Remove ramps/pavement markings across the south leg.
 - Convert crosswalk to Guard-Controlled Crossing (north leg) with 15MPH speed limit signs and Flashing Beacons.

(8B) - Abilene Road & Southern School Access

- Coordinate with School to allow left-turns and right-turns for vehicle egress.

(8C) - Abilene Road & 36th Street

- Convert to full-time All-Way Stop Control.
 - Continue to monitor for potential traffic signal installation.

(8D) - Abilene Road corridor

- Consider addition of southbound No Parking during 7-9AM and 2-4PM School Days signs from 36th Street to 40th Street.
 - (Full time No Parking signs exist for northbound direction).

(8E) - Abilene Road corridor

- Install northbound 25 mph speed limit sign north of 40th Street.

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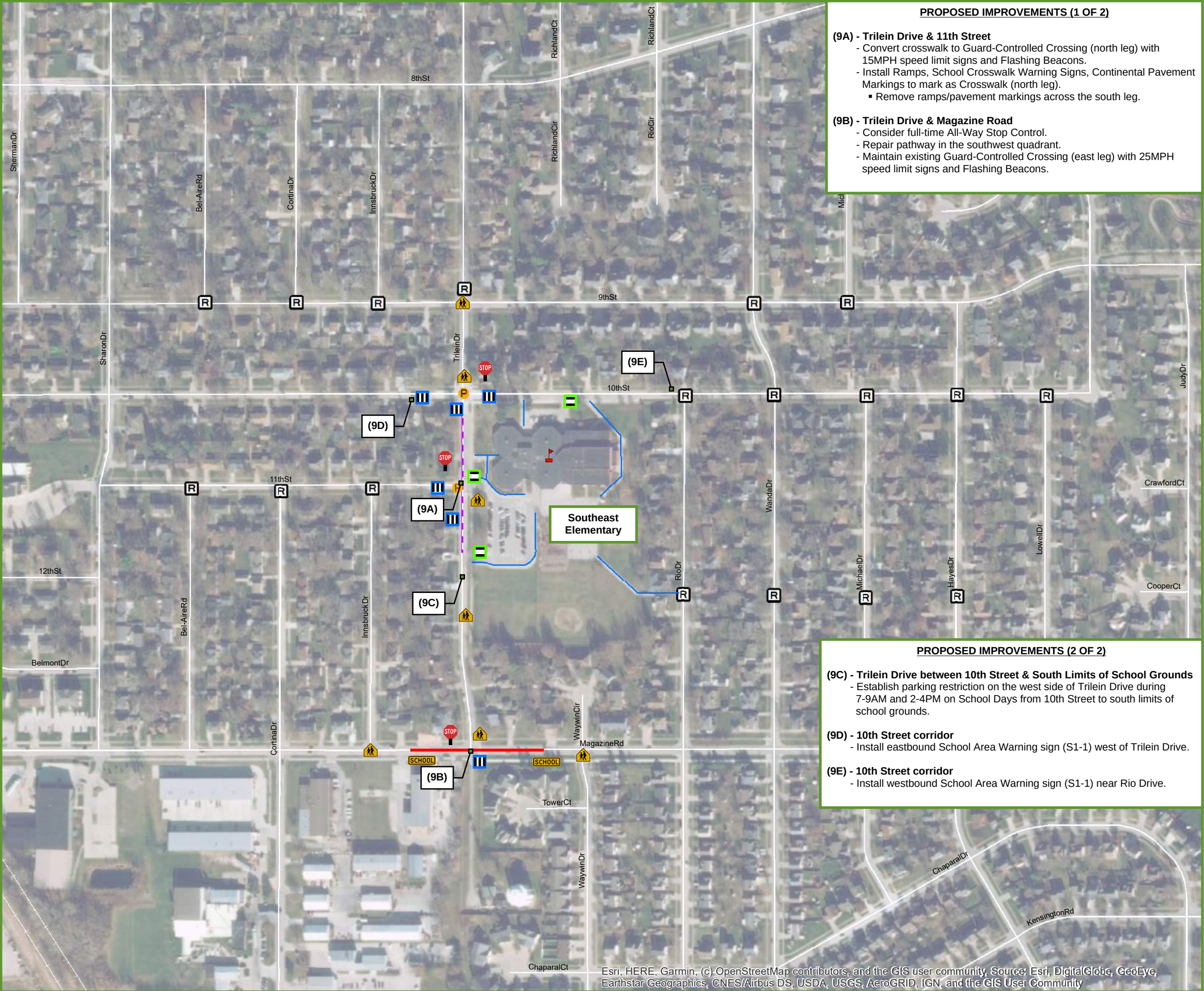
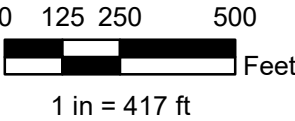
City of Ankeny
Elementary School
Walkability Study

Site 09 (S.09)

Southeast
Elementary School

Legend

- EXISTING**
- School
 - Part-time STOP Control
 - All-way STOP Control
 - Signal Control
 - Crossing Guard with Paddle
 - Crosswalk Warning Sign (Pedestrian)
 - Crosswalk Warning Sign (School)
 - Continental Crosswalk (Public)
 - Continental Crosswalk (School District)
 - Standard Crosswalk (Public)
 - Standard Crosswalk (School District)
 - Pedestrian Walk Path (Observed)
 - Reduced Speed Limit Zone (School)
 - Reduced Speed Limit Sign w/ Flashers (School)
- PROPOSED**
- Ramp Updates
 - Reduced Speed Limit Zone w/ Sign + Flashers (School) - Proposed
- (9A)



PROPOSED IMPROVEMENTS (1 OF 2)

- (9A) - Trilein Drive & 11th Street**
- Convert crosswalk to Guard-Controlled Crossing (north leg) with 15MPH speed limit signs and Flashing Beacons.
 - Install Ramps, School Crosswalk Warning Signs, Continental Pavement Markings to mark as Crosswalk (north leg).
 - Remove ramps/pavement markings across the south leg.
- (9B) - Trilein Drive & Magazine Road**
- Consider full-time All-Way Stop Control.
 - Repair pathway in the southwest quadrant.
 - Maintain existing Guard-Controlled Crossing (east leg) with 25MPH speed limit signs and Flashing Beacons.

PROPOSED IMPROVEMENTS (2 OF 2)

- (9C) - Trilein Drive between 10th Street & South Limits of School Grounds**
- Establish parking restriction on the west side of Trilein Drive during 7-9AM and 2-4PM on School Days from 10th Street to south limits of school grounds.
- (9D) - 10th Street corridor**
- Install eastbound School Area Warning sign (S1-1) west of Trilein Drive.
- (9E) - 10th Street corridor**
- Install westbound School Area Warning sign (S1-1) near Rio Drive.

HRG_PLOT: 4-02:13 PM 4/19/2022 BY: enketah FILE: J:\2020\201202\Design\Traffic\Westwood\Westwood2.mxd

City of Ankeny
Elementary School
Walkability Study

Site 10 (S.10)

Westwood
Elementary School

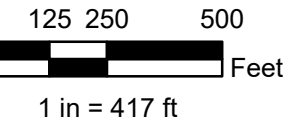
Legend

EXISTING

-  School
-  Part-time STOP Control
-  All-way STOP Control
-  Signal Control
-  Crossing Guard with Paddle
-  Crosswalk Warning Sign (Pedestrian)
-  Crosswalk Warning Sign (School)
-  Continental Crosswalk (Public)
-  Continental Crosswalk (School District)
-  Standard Crosswalk (Public)
-  Standard Crosswalk (School District)
-  Pedestrian Walk Path (Observed)
-  Reduced Speed Limit Zone (School)
-  Reduced Speed Limit Sign w/ Flashers (School)

PROPOSED

-  Ramp Updates
-  Reduced Speed Limit Zone w/ Sign + Flashers (School) - Proposed
-  Reduced Speed Limit Zone w/ Sign + Flashers (School) - To Be Removed



PROPOSED IMPROVEMENTS (1 OF 2)

- (10A) - Irvinedale Drive & 13th Street**
- Update ramps.
- Install a Rectangular Rapid Flashing Beacons (RRFB) signal.
 ▪ Maintain existing Guard-Controlled crosswalk.
- (10B) - Irvinedale Drive & 9th Street**
- Continue to monitor for potential need for Crossing Guard.
- (10C) - 9th Street & NW Park Lane**
- Convert crosswalk to Guard-Controlled Crossing (west leg) with 15MPH speed limit signs and Flashing Beacons.
- (10D) - 9th Street & Greenwood Street**
- Convert to full-time All-Way Stop Control.

PROPOSED IMPROVEMENTS (2 OF 2)

- (10E) - 9th Street corridor**
- Establish parking restriction on the south side of 9th Street during 7-9AM and 2-4PM on School Days from Park Lane to Greenwood Street.
- (10F) - Neighborhood Sidewalk Connection to NW Park Ln**
- Continue to monitor to possibly convert to signed/marked School Crosswalk.
- (10G) - School Site**
- Coordinate with School Staff to provide active direction/assistance during un-loading/loading timeframes.
- (10H) - Irvinedale Drive corridor near NW 13th Street**
- Continue use of School Reduced Speed Limit Zone.
- (10I) - Irvinedale Drive between NW 5th Street & NW Waterfront Drive**
- Remove Existing Reduced Speed Limit Zone/Flasher System.



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting roadway improvements and related public improvements at SW Snyder Boulevard and SW Oralabor Road Intersection.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt the Resolutions accepting roadway improvements and related public improvements at SW Snyder Boulevard and SW Oralabor Road Intersection.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SNYDER DEVELOPMENT (SW ORALABOR ROAD & SW SNYDER BOULEVARD INTERSECTION IMPROVEMENTS) FOR PAVING

WHEREAS, on the 15th day of March, 2021, the City of Ankeny, Iowa entered into a three-party contract with Sternquist Construction, Inc., the Contractor, and Snyder Development, LLC, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2021-124; 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 July 5th, 2022 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.

PASSED AND APPROVED on this 5th day of July, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

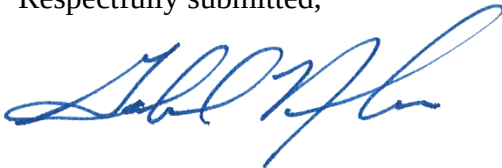
Snyder Development Public Improvements

Ankeny, Iowa

July, 5 2022

This is to certify that the construction improvements on the **Snyder Development Public Improvements** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Gabriel A. Nelson, P.E.

P17382
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting traffic signal improvements and termination of associated development agreement for SW Snyder Boulevard and SW Oralabor Road Intersection Improvements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
To adopt the Resolution accepting traffic signal improvements and terminating the associated development agreement for SW Snyder Boulevard and SW Oralabor Road Intersection Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SNYDER DEVELOPMENT (SW ORALABOR ROAD & SW SNYDER BOULEVARD INTERSECTION) FOR TRAFFIC SIGNAL IMPROVEMENTS AND TERMINATION OF DEVELOPMENT AGREEMENT

WHEREAS, on the 15th day of March, 2021, the City of Ankeny, Iowa entered into a three-party contract with Van Maanen Electric, Inc., the Contractor, and Snyder Development, LLC, the Developer, for the construction of certain public improvements generally described as Traffic Signal Improvements, approved under Resolution No. 2021-124; and

WHEREAS, Snyder Development L.L.C. entered into a Development Agreement with the City of Ankeny, Iowa for purposes of constructing a traffic signal; and

WHEREAS, said Development Agreement was recorded on March 23, 2021 in Book 18428 at Page 665 of the Polk County, Iowa records; and

WHEREAS, the Developer has complied with the provisions of the Development Agreement; 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 July 5th, 2022 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; and
3. The City of Ankeny, Iowa, hereby acknowledges full termination of the Development Agreement recorded on March 23, 2021 in Book 18428 at Page 665 of the Polk County Iowa records.

PASSED AND APPROVED on this 5th day of July, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

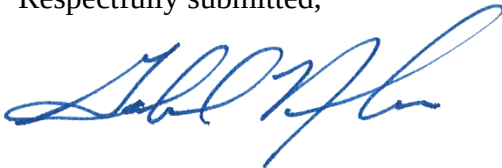
Snyder Development Public Improvements

Ankeny, Iowa

July, 5 2022

This is to certify that the construction improvements on the **Snyder Development Public Improvements** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Gabriel A. Nelson, P.E.

P17382
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Ankeny City Hall Renovation: Consider motion to approve: a) The Architect's Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Happe Commercial, LLC in the amount of \$574,862.65; and c) Payment #7 Final in the amount of \$6,593.11, and a release of retainage in the amount of \$28,413.47. Retainage will be released in accordance with the terms of the contract.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final payment, including retainage to Happe Commercial, LLC on the Ankeny City Hall Renovation Project.

This project is now fully complete and all closeout items have been addressed by the contractor. A series of acceptance actions are needed in order to close out this construction project:

a) Architect's Certificate of Completion: The attached Certificate of Completion from the architect, SVPA,

states that the work performed was in substantial conformance with the plans and specifications.

b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Architect's Certificate of Completion.

c) Payment #7 Final, in the amount of \$6,593.11, and a release of retainage on the project to Happe Commercial, LLC in the amount of \$28,413.47. It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Architect's Certificate of Completion.
2. Adopt the Resolution accepting the project.
3. Authorize the payment of Pay Application #7 Final in the amount of \$6,593.11, and the release of Retainage Payment in the amount of \$28,413.47.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 17, 2020: City Council awarded construction and approved construction contract.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Pay Application

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE ANKENY CITY HALL RENOVATION PROJECT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE ANKENY CITY HALL RENOVATION PROJECT

WHEREAS, on the 5th day of October, 2020, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Happe Commercial of Ankeny, Iowa, for the construction of certain public improvements generally described as the Ankeny City Hall Renovation Project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Architect filed with the Clerk on May 12, 2022:

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

Section 1. That the report of the Architect 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 \$574,862.65, as shown in the report of the Architect.

PASSED AND APPROVED this 5th day of July, 2022.

Mayor

ATTEST:

City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny City Hall Renovation
Contractor: Happe Commercial
Address: 2575 North Ankeny Blvd. - Ankeny IA 50023
Finance Budget Code: 996.3996.4413 **Finance Project #** 996.4413
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: October 5, 2020 **Vendor #** 10029

Date of Council Meeting: July 5, 2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: _____ **Through:** April 29, 2022

Final w/Retainage Release

Contract Summary

Original Contract Amount:	\$	<u>559,000.00</u>	
Net change by Change Orders:	\$	<u>15,862.65</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>574,862.65</u>	
Total completed and stored to date:	\$	<u>574,865.65</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>28,413.47</u>	
Total Earned less Retainage:	\$	<u>574,862.65</u>	
Less previous applications for payment:	\$	<u>568,269.54</u>	
SUBTOTAL	\$		<u>6,593.11</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,593.11

Balance to finish, including retainage: \$ 28,413.47

Contract Time Remaining (If applicable) N/A #

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: Happe Commercial
Signature: Scott W Swacker **Date:** 4-29-22
Digitally signed by Scott W Swacker
DN: C=US, E=scott.swacker@happecommercial.com, O=Happe Commercial, CN=Scott W Swacker
Date: 2022.04.29 15:48:52-05'00'

Engineer / Consultant Approval: SVPA Architects Inc.
Signature: Robert F. Ols **Date:** 05.12.22

City of Ankeny Staff Approval:
Signature: Mike Schrock (MS) **Date:** 06/23/2022

Submit to: Michael Schrock - Assistant City Manager
E-mail: mschrock @Ankenylowa.gov **Phone:** (515) 965-6420 **Fax:** (515) 963-3537

PROGRESS BILLING

Application: 7

Period: 03/30/2022

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Change Order# 2		571.67	571.67		571.67		571.67	100.00		
Change Order# 3		6,799.49	6,799.49		6,799.49		6,799.49	100.00		
Change Order# 4		6,593.11	6,593.11		6,593.11		6,593.11	100.00		
6113.000 Performance Bonds	9,090.00		9,090.00	9,322.03			9,090.00	100.00		
12901.000 Contingency	4,799.00		4,799.00	4,799.00			4,799.00	100.00		
12902.000 Construction Mgmt/Margin	31,660.00		31,660.00	32,103.67	-443.67		31,660.00	100.00		
13200.000 Supervision	5,000.00		5,000.00	5,550.00	-550.00		5,000.00	100.00		
13300.000 General Labor	1,200.00		1,200.00	1,200.00			1,200.00	100.00		
13326.000 Submittal Procedures	2,220.00		2,220.00	2,220.00			2,220.00	100.00		
15120.000 Temp Utilities - Telephone	150.00		150.00	150.00			150.00	100.00		
15230.000 Portable Toilets	600.00		600.00	600.00			600.00	100.00		
15300.000 Dumpsters	2,500.00		2,500.00	2,500.00			2,500.00	100.00		
15400.000 Vehicles	500.00		500.00	500.00			500.00	100.00		
15410.000 Misc. Small Tools	700.00		700.00	700.00			700.00	100.00		
15420.000 Misc. Material	1,000.00		1,000.00	1,000.00			1,000.00	100.00		
15500.000 Final cleaning	1,900.00		1,900.00	1,900.00			1,900.00	100.00		
15600.000 Rough cleaning	3,000.00		3,000.00	3,000.00			3,000.00	100.00		
17400.000 Barriers	500.00		500.00	500.00			500.00	100.00		
17500.000 Safety	500.00		500.00	500.00			500.00	100.00		
24100.000 Demolition	8,100.00		8,100.00	8,100.00			8,100.00	100.00		
72400.000 EIFS	1,000.00		1,000.00	1,000.00			1,000.00	100.00		
92900.000 Gypsum Board		1,898.38	1,898.38	2,040.00	-141.62		1,898.38	100.00		
95100.000 Acoustical Ceilings	19,955.00		19,955.00	19,955.00			19,955.00	100.00		
96000.000 Flooring	35,700.00		35,700.00	35,700.00			35,700.00	100.00		
99100.000 Painting	11,682.00		11,682.00	11,782.00	-100.00		11,682.00	100.00		
230100.000 HVAC Subcontractor	360,500.00		360,500.00	363,314.84	-2,814.84		360,500.00	100.00		
260000.000 Electrical Subcontractor	56,744.00		56,744.00	59,833.00	-3,089.00		56,744.00	100.00		
Totals:	559,000.00	15,862.65	574,862.65	568,269.54	6,593.11		574,862.65	100.00		



www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

May 12, 2022

Mr. Nick Osborne
Assistant to the City Manager
City Manager's Office
410 W. First St.
Ankeny, IA 50023-1557

RE: Final Acceptance, Ankeny City Hall Renovation

Mr. Osborne:

This letter is to serve as SVPA Architects Inc.'s recommendation for Final Acceptance of Ankeny City Hall Renovation as delivered by Happe Commercial.

All closeout documentation has been submitted, reviewed, and released to the City of Ankeny per specification section 01 77 00. All punch list items, to our knowledge, have been completed.

SVPA recommends release of retainage.

Thank you for this opportunity to be of service to the you. Please feel free to contact our office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert T. Ormsby".

Robert T. Ormsby, AIA LEED AP
Vice President/Principal

PC: File



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve proposed Amendment No. 2 to the Professional Services Agreement between the City of Ankeny and Whitman, Requardt & Associates, LLP (WRA) for an evaluation of transit services, investment, and expectations.

EXECUTIVE SUMMARY:
Whitman, Requardt & Associates (WRA) have completed the evaluation of transit service, investment and expectations they were hired to undertake on behalf of the City. A previous amendment to the original agreement provided an additional 160 hours of consulting time to assist staff as staff works with DART on recommendations included in the initial report. The previous amendment extended the agreement until June 30, 2022. This amendment extends the current agreement and removes the deadline to complete the professional services, as the work is ongoing.

FISCAL IMPACT: **No**
This amendment only extends the timeline for which professional services will be provided. There is approximately \$30,000 remaining under the current contract for services.

CITY MANAGER'S RECOMMENDATIONS:

To approve amendment #2 to the professional services agreement with WRA as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Council approved the original professional services agreement on April 5, 2021 and amendment #1 on November 15, 2021.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 WRA PSA Amend #

Evaluation of Transit Service, Investment and Expectations
City of Ankeny, Iowa
Amendment #2
June 30, 2022

The Evaluation of Transit Service, Investment and Expectations Professional Services Agreement ("Agreement") dated April 5, 2021 by and between the City of Ankeny, Iowa ("Owner") and Whitman, Requardt & Associates, LLP ("Engineer") provides for an evaluation of Ankeny's transit services. Amendment #1 adding additional services was approved effective November 15, 2021, for services through June 30, 2022. This Amendment #2 removes the deadline for when the services need to be completed, as the work with the Engineer is ongoing.

WHEREAS, the City of Ankeny is desirous of extending the period of performance for the Additional Services contained in Amendment #1.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. The Period of Service is extended from June 30, 2022 to a time when the services are no longer needed.
2. All other terms and conditions of the Agreement dated April 5, 2021 and Amendment #1 dated November 15, 2021 are unchanged.

IN WITNESS WHEREOF the Parties have executed this Amendment #2 as of the Effective Date set forth above.

City of Ankeny, Iowa

Whitman, Requardt & Associates, LLP

By: _____

By:  _____

City of Ankeny, Iowa

Walter P. Miller P.E., Partner
Whitman, Requardt and Associates, LLP



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to enter into an amended contract with the Iowa Economic Development Authority and Kreg Enterprises, Inc.

EXECUTIVE SUMMARY:

IEDA recently approved an amendment to contract #19-HQJP-013 between IEDA, Kreg Enterprises, Inc., and the City of Ankeny. This contract awarded Kreg sales and use tax refund for job creation and capital investment related to their new facility located at 7500 SE Convenience Blvd. Kreg requested that IEDA extend the project completion date to allow Kreg additional time to meet the terms of the contract with IEDA. The IEDA Board approved an extension. The project completion date has been extended to May 31, 2023 and the maintenance period has been extended to May 31, 2025. This is the only amendment to this contract. The amendment has no impact on the project or the development agreement between Kreg and the City. The City is a party to the IEDA contract; therefore, the City is required to signoff on any amendments.

FISCAL IMPACT: **No**

IEDA's contract concerns State of Iowa sales and use tax refund. It does not pertain to local incentives

provided by the City. Kreg is currently in compliance with all the terms of their development agreement with the City.

CITY MANAGER'S RECOMMENDATIONS:

To approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council approved the original contract between the City, Kreg Enterprises, Inc., and IEDA on March 4, 2019.

PUBLIC OUTREACH EFFORTS:

N/A

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 IEDA Kreg Contract Amend #1
 IEDA Kreg Contract Amend Reso

CONTRACT AMENDMENT

RECIPIENT: **Kreg Enterprises, Inc.**
MASTER CONTRACT #: **19-HQJP-013**
AMENDMENT #: **1**
EFFECTIVE DATE: **May 20, 2022**

THIS CONTRACT AMENDMENT is made by and among the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, (hereafter "**IEDA**"), 1963 Bell Avenue, Suite 200, Des Moines, IA 50315, an agency of the State of Iowa, **Kreg Enterprises, Inc. ("Recipient")**, 7500 SE Convenience Blvd., Ankeny, IA 50021, and **City of Ankeny ("Community")**, 410 West First Street, Ankeny, IA 50023.

WHEREAS, Recipient, has requested an extension of the Project Completion Date.

WHEREAS, the **IEDA BOARD** approved an extension, effective as of the Effective Date stated above, and

NOW, THEREFORE, the Contract referenced above is amended as follows:

1. **REVISION OF EXHIBIT D; "JOB OBLIGATIONS."** Exhibit D is amended to revise the Project Completion Date. Details of this change are reflected in the attached Revised Exhibit D which is hereby incorporated by this reference and made a part of this Contract Amendment.

Except as otherwise revised above, the terms, provisions and conditions of Contract Number 19-HQJP-013 remain unchanged and are in full force and effect.

FOR RECIPIENT:

X Todd Sommerfeld
SIGNATURE

TODD SOMMERFELD
PRINT/TYPE NAME, TITLE

6-24-22
DATE

FOR IEDA:

Deborah V. Durham, Director

DATE

FOR COMMUNITY:

SIGNATURE

PRINT/TYPE NAME, TITLE

DATE

EXHIBIT D – JOB OBLIGATIONS
Revised May 2022

Recipient: Kreg Enterprises, Inc.
Community: City of Ankeny
Contract Number: 19-HQJP-013

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outlines the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date:	<u>December 31, 2021</u> <u>May 31, 2023</u>			
Maintenance Period Completion Date:	<u>December 31, 2023</u> <u>May 31, 2025</u>			
Total employment at project location		225	20	245
Average wage of total employment at project location		\$28.39		
Qualifying Laborshed Wage threshold requirement (per hr)		\$30.32		
Number of jobs at or above qualifying wage		78	20	98
Average Wage of jobs at or above qualifying wage		\$48.98		

Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

- ☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$2,250 for single coverage or \$4,500 for family coverage.

RESOLUTION NO. 2022-XXX

A RESOLUTION AUTHORIZING THE CITY OF ANKENY TO ENTER INTO AN AMENDED CONTRACT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY AND KREG ENTERPRISES, INC.

WHEREAS, the City Council of the City of Ankeny, Iowa, recognizes that the State of Iowa's High Quality Jobs Program promoted job creation and capital investment in a new facility for Kreg Enterprises, Inc; and

WHEREAS, the new facility recently completed by Kreg Enterprises, Inc. provides capital investment and job creation within the City of Ankeny and the State of Iowa; and

WHEREAS, the City Council approved Resolution 2019-084 on March 4, 2019 authorizing the Mayor to execute contract number 19-HQJP-013; and

WHEREAS, the Iowa Economic Development Authority Board amended the contract's project completion date, pushing back the project completion date to May 31, 2023 from December 31, 2021 and the end of the maintenance period from December 31, 2023 to May 31, 2025; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the Economic Development Assistance Contract as amended between Kreg Enterprises, Inc., the City of Ankeny and the Iowa Economic Development Authority, authorizes the Mayor to execute said contract and authorizes the City staff to do all things necessary to carry out the terms of the Contract.

Passed and approved this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion authorizing the City of Ankeny to enter into a contract with CivicPlus for the City of Ankeny website.

EXECUTIVE SUMMARY:
The Communications Department solicited statements of qualifications and performance data for website design and development services for the City of Ankeny website in May seeking a partner to develop robust digital services and experience platform that allows the City to better serve and engage with the community. Emphasis was placed on incorporating extensive content management tools and database driven architecture while providing a user-friendly, widely accessible (devices and browsers), intuitive site structure, and an interface that is both attractive and ADA compliant. The new website must be visually pleasing, interactive and easy to navigate. The current website ankenyiowa.gov was redesigned in February 2018.

Three companies responded to the RFQ and two were interviewed. After thorough research including company interviews, product demonstrations, interviews with current and former clients, and cost analysis; it was determined CivicPlus was the best choice for the City of Ankeny. CivicPlus will allow the City to create a website that meets and exceeds all criteria outlined in the RFQ. The contract also allows us to

bundle other service modules within the CivicPlus website including our text messaging program, newsletter services and SiteImprov. Highlights of the new site will include AudioEye (an ADA compliance tool), microsites, Chat Bot (artificial intelligence answer engine that uses website content to answer citizen questions), ability to pay online, service request tracker and more. Total investment for the new website is \$41,867.03. Because we are able to bundle some existing services under the new contract, we will no longer have the separate expenses for text messaging, SiteImprove and newsletters.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approving contract as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Contract

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:****Product:**

Q-26673-1

6/23/2022 7:55 PM

7/31/2022

CivicEngage

Client:

Ankeny IA - CivicEngage

Bill To:

Ankeny IA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hector Ortega	x	hector.ortega@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	DNS and Domain Hosting Setup (https://www.ankenyiowa.gov/)	DNS and Domain Hosting Setup (https://www.ankenyiowa.gov/)	One-time
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
1.00	4yr Redesign Premium Annual - CivicEngage Central	4yr Redesign Premium Annual - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
150.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
4.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
1.00	CivicSend Annual - CivicEngage Central	CivicSend Annual	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicSend Implementation - CivicEngage Central	CivicSend Implementation	One-time
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
4.00	Virtual Content Consulting - CivicEngage	Virtual Content Consulting 1/2 day block - CivicEngage	One-time
4.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout. Library, Economic Development, Police & Fire	
4.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee - Library, Economic Development, Police & Fire	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
4.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation	One-time
1.00	AudioEye Managed	AudioEye Managed: (https://www.ankenyiowa.gov/)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicEngage Pay - Authorize.net	CivicEngage Pay - Authorize.net	
1.00	CivicEngage Pay Annual Fee - Authorize.Net	CivicEngage Pay Annual maintenance and support fee	Renewable
1.00	CivicEngage Pay Implementation - Authorize.Net	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time

List Price - Year 1 Total	USD 123,557.28
Total Investment - Year 1	USD 41,867.03
Annual Recurring Services - Year 2	USD 20,276.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1- year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced as follows:
 - a. Upon signing this SOW, thirty percent (30%) of the Total Investment Year 1 Fees;
 - b. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Investment Year 1.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
8. Client understands that the services contracted for herein (the "Services") do not collect, and CivicPlus discourages Client from soliciting and collecting, any personally identifiable information ("PII"), personal health information ("PHI"), payment card industry information ("PCI") or any other financial data from its users. CivicPlus cannot monitor and control Client's actions; therefore, in the event Client solicits and stores any PII, PHI, PCI or other financial data, it is at Client's sole discretion and risk. Client as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.
9. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CIVICPLUS MAKES NO

REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE CLIENT WITH RESPECT TO ANY TECHNOLOGY OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING.

10. Client agrees to use the Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service.
11. Client understands that the Services must crawl over Client's entire site and scrape information for successful performance. Client shall be solely responsible for obtaining permission from any third-party whose content may be crawled and/or scraped by the usage of the Services. In no event shall CivicPlus be liable to Client or any third-party, for any claim, action, liability, or damages, arising out of or related to the Services crawling over and/or scraping any third-party system and/or content. The cost of the Services listed in this SOW is for one domain, limited to ten crawled websites, if Client requires more domains or crawled websites, please reach out to your CivicPlus representative.
12. Notwithstanding anything to the contrary, CivicPlus and/or its partners shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client data and data derived therefrom), and CivicPlus and/or its partners will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.
13. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicEngage through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.
14. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide

the redirection services only.

15. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

AUDIOEYE MANAGED STATEMENT OF WORK

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the Master Services Agreement (the "Agreement") between CivicPlus, LLC ("CivicPlus") and **Ankeny, IA** ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

1. TERM

The duration of this AudioEye Platform Subscription and SOW shall be co termed and aligned with Client's current CivicEngage billing schedule.

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order	12 Month Term
Product	Subscription Cost
AudioEye Managed	\$5,000 per domain
Total Subscription Cost*	\$5,000 per domain*

*Recurring subscription pricing is subject to an annual 3% increase.

This Scope of Work is valid through (or up to) 60 days from June 24, 2022.

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

Utilization is tracked on a minimum, quarterly hour basis. As time is used, hours are deducted from those allotted per this SOW.

Upon execution of this SOW, CivicPlus will invoice Client for the first year's Total Subscription Cost. All renewal years Total Subscription Cost shall be invoiced on the date of Client's current CivicEngage billing schedule. If needed, CivicPlus will pro-rate Client's first year's Total Annual Subscription Cost to match up with Client's current CivicEngage billing schedule.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Client

<https://www.ankenyiowa.gov/>

STATEMENT OF WORK

APPENDIX A

Package Features / Services

AudioEye Managed

Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an order.

The AudioEye Managed is inclusive of the Features and Services detailed in the table, below.

AudioEye Managed

Features/Services	Details
WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Manual Assistive Technology Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.

Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- | | |
|--|-------------------------|
| • Arabic | • Greek (Greece) |
| • Cantonese (Hong Kong S.A.R.) | • Hungarian (Hungary) |
| • Catalan (Catalan) | • Italian (Italy) |
| • Chinese (Taiwan) | • Japanese (Japan) |
| • Chinese (People's Republic of China) | • Korean (Korea) |
| • Czech (Czech Republic) | • Norwegian (Norway) |
| • Danish (Denmark) | • Polish (Poland) |
| • Dutch (Netherlands) | • Portuguese (Portugal) |
| • English (United States) | • Portuguese (Brazil) |
| • English (United Kingdom) | • Russian (Russia) |
| • Finnish (Finland) | • Spanish (Spain) |
| • French (France) | • Spanish (Mexico) |
| • French (Canada) | • Swedish (Sweden) |
| • German (Germany) | |

3. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

4. ASSUMPTIONS

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

5. CLIENT RESPONSIBILITIES

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of this Agreement, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

6. CHANGE CONTROL PROCEDURES

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Client agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Client's prior written authorization.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES):

Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** approving construction contract and bond with Brothers Cleaning Corporation, in the amount of \$112,905.00 for the Rock Creek Greenway Trail Improvements project.

EXECUTIVE SUMMARY:

This action is to complete the process of accepting the contract and bond from Brothers Cleaning Corporation for the construction for Rock Creek Greenway Trail Improvements in the amount of \$112,905.00. The public hearing for this project was June 6, 2022 and at that time we did not have the signed contracts and bonds to have them approved by City Council and ultimately signed by the Mayor.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that Council take the following action:

Approve Resolution, approving contract and bonds with Brothers Cleaning Corporation in the amount of \$112,905.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 2, 2022 - The City Council approved a Resolution ordering construction and setting the bid opening date as May 31, 2022 and setting the public hearing date as June 6, 2022. The City Council approved Resolution making award of construction contract at the June 6, 2022 meeting.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Res - approving contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS, WAIVING THE CORPORATE SURETY ON THE BOND AND ACCEPTING DEPOSIT OF FUNDS IN ACCORDANCE WITH IOWA CODE SECTION 573.4 ", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS, WAIVING THE CORPORATE SURETY ON THE BOND AND ACCEPTING DEPOSIT OF FUNDS IN ACCORDANCE WITH IOWA CODE SECTION 573.4

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Rock Creek Greenway Trail Improvements, and as described in detail in the plans and specifications heretofore approved, waiving the Corporate Surety on the Bond and accepting deposit of funds in accordance with Iowa Code Section 573.4, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Brothers Cleaning Corporation of Des Moines, Iowa

Amount of bid: \$112,905.00

Bond surety: Deposit of funds in accordance with Iowa Code Section 573.4

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 5th day of July, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:
No Review Required

SUBJECT:
Ord 2115: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending Section 41.10 throwing and shooting and adding a new Section 41.11 bow and arrow target shooting.

EXECUTIVE SUMMARY:
The ordinance under consideration amends the regulations pertaining to projectiles that cross any street, alley, highway, sidewalk, public way, public ground, or public building, without written consent of the Council. It adds a new section that provides standards for bow and arrow target shooting and dictates enforcement provisions.

FISCAL IMPACT: **Yes**
Minimal new revenue from code violations.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Staff recommendations were presented to the City Council at the June 6, 2022 Council Action Planning session.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2115.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE 2115

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, AMENDING PROVISIONS PERTAINING TO THROWING AND SHOOTING AND ADDING A NEW SECTION ENTITLED BOW AND ARROW TARGET SHOOTING

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

SECTION 1. SECTION MODIFIED. Section 41.10 THROWING AND SHOOTING of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

41.10 THROWING AND SHOOTING. It is unlawful for a person to throw stones, or bricks, or missiles of any kind-or to shoot paintballs, rubber guns, slingshots, air rifles, BB guns or other dangerous instruments or toys on or into any street, alley, highway, sidewalk, public way, public ground, or public building, without written consent of the Council.

SECTION 2. NEW SECTION. The Code of Ordinances of the City of Ankeny, Iowa, is amended by adding a new Section 41.11, entitled BOW AND ARROW TARGET SHOOTING, which is hereby adopted to read as follows:

41.11 BOW AND ARROW TARGET SHOOTING. The discharge of an arrow from a bow or crossbow is permitted within the city only in strict accordance with the following:

(A) No person shall use a bow or crossbow to discharge an arrow from any city street, sidewalk or public right-of-way. No arrow shall be discharged so as to cross any street, sidewalk or public right-of-way.

(B) The discharge of an arrow from a bow or crossbow shall only be conducted for personal, non-commercial use from sunrise to sunset.(C) No person shall draw a bow or crossbow and/or discharge an arrow so as to leave the property on which it was discharged, unless the person has express written permission from the contiguous property owner whose property the arrow may enter. All arrows discharged must be aimed at a fixed target, and the target must be located on the same property on which the archer is discharging the arrow.

(D) The target must be maintained in good condition, capable of stopping arrows regardless of the archer, type of bow or crossbow, and regardless of where the arrow may strike the target.

(E) (1) For targets orientated so that the archer is discharging the arrow toward the exterior property lines of the property, a safety zone of no less than 150 feet (50 yards) behind the target is required. In addition, a lateral (side) safety zone is required on each side of the target along the length of the entire archery range as follows:

<u>Distance to Target</u>	<u>Minimum Side Safety Zone Required</u>
up to 16 yards	24 feet
16-20 yards	30 feet
20-25 yards	38 feet

25 - 30 yards

45 feet

over 30 yards

one and one-half times target distance

(2) The safety zones may include property contiguous to the property from which the arrow is being discharged only if expressed written permission is given by the property owner of the contiguous property. The safety zones must allow an arrow to land without striking any unintended object.

(F) For targets orientated such that the archer is discharging the arrow away from the exterior property lines, toward the interior of the property, and the primary residence, garage, berm, or other substantial, non-moveable permanent structure is directly behind the target, a backstop of adequate size and sufficiency shall be used to prevent an arrow from leaving the property from which it has been discharged. All backstops must be capable of stopping an arrow regardless of the archer, type of bow or crossbow, and regardless of where the arrow may strike the backstop. The primary residence, garage or other substantial non-moveable permanent structure shall serve as a secondary backstop and must meet the requirements of a backstop set forth above in this division (F). In addition, a lateral (side) safety zone as provided in division (E) above shall be required. For any other targets orientated such that the archer is discharging the arrow away from the exterior property lines, toward the interior of the property, and there is no primary residence, garage, or other substantial non-moveable permanent structure directly behind the target, all safety zones set forth in division (E) above shall apply.

(G) When shooting a bow or crossbow, the archer must be able to clearly see that the area between himself or herself and the target is clear of everyone and everything except the target. Additionally, the archer must be able to see that the safety zone beyond and alongside the target is clear.

(H) The archery range shall be in an area where it is visible to anyone approaching the range so that anyone can clearly see that archery is being practiced. The archery range shall allow such visibility to anyone approaching so that the person has adequate ability to safely avoid the archery range and the safety zones.

(I) Anyone under the age of 16 years of age discharging any arrow from a bow or crossbow must be under the direct supervision of a responsible adult at all times.

(J) This section shall not apply to the shooting of arrows under the direction of a certified public-school teacher in the municipal recreation program or public-school physical education program.

(K) All violations of any provision(s) of Section 41.11 are hereby declared simple misdemeanors punishable by a fine plus surcharge and court costs and/or municipal infractions punishable by a penalty as listed in Chapter 4 of this Code of Ordinances. Violations may be charged as either a misdemeanor criminal offense or a municipal infraction, but specifically excluding imprisonment, at the sole discretion of the peace officer.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

PASSED at Ankeny, Iowa, this ____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022**

**1st Con 6/20/22
2nd Con 7/05/22
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2116: An Ordinance amending Chapter 152, Sidewalk Regulations, of the Municipal Code of the City of Ankeny, Iowa

EXECUTIVE SUMMARY:
The ordinance under consideration amends the existing sidewalk regulations for property owner care and maintenance. The amendment is consistent with the City Attorney's recommendation to change the code and make it clear that the adjacent property owner has liability and that the City has the right to indemnification in the event of litigation due to a failure to use reasonable care to maintain sidewalks.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:
The City Manager recommends Council approve the second consideration of Ordinance 2116, an Ordinance amending Chapter 152, Sidewalk Regulations, of the Municipal Code of the City of Ankeny,

Iowa

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2116.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 152,
SIDEWALK REGULATIONS,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 152 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 152.03, Removal of Snow, Ice and Accumulations, be and is hereby amended to include the underlined language:

It is the responsibility of the abutting property owners to remove snow, ice and accumulations promptly from sidewalks. If a property owner does not remove snow, ice or accumulations within 24 hours after snow or ice ceases to fall, the City may do so and assess the costs against the property owner for collection in the same manner as a property tax. The abutting property owner may be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow, ice or accumulations.

Section 2: That Section 152.04, Responsibility for Maintenance, be and is hereby amended to include the underlined language:

It is the responsibility of the abutting property owners to repair, replace or reconstruct, or cause to be repaired, replaced or reconstructed, all broken or defective sidewalks and to maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or traveled portion of the public street. The abutting property owner may be liable for damages caused by failure to maintain the sidewalk.

Section 3: That Section 152.05, City May Order Repairs, be and is hereby amended to change the heading to Section 152.05, Failure to Maintain Sidewalks, and to include the underlined language:

If the abutting property owner does not maintain the sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within thirty (30) days, and if such action is not completed within such time, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as property tax. If the abutting property owner does not maintain sidewalks as required and action is brought against the City for personal

injuries alleged to have been caused by its negligence, the City may notify in writing any person by whose negligence the City claims the injury was caused. The notice shall state the pendency of the action, the name of the plaintiff, the name and location of the court where the action is pending, a brief statement of the alleged facts from which cause arose, that the City believes the person notified is liable to it for any judgement rendered against the City and asking the person to appear and defend. A judgement obtained in the suit is conclusive in any action by the City against any person so notified as to the existence of the defect or other cause of the injury or damage as to the liability of the City to the plaintiff in the first named action, and as to the amount of the damage or injury. The City may obtain an action against the person notified to recover the amount of the judgement together with all the expenses incurred by the City in the suit.

Section 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5: 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 _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2022

1st Con _____
2nd Con _____
3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2117: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (PH 2022-55)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of ORDINANCE 2117 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2117.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY MOECKLY FAMILY FARM, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT

WHEREAS, on the 17th day of May, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of June, 2022, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development; and

WHEREAS, on the 1st day of August, 2022, after due notice and hearing provided by law, the City Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 0°15'42" WEST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1262.18 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 18TH ST.; THENCE SOUTH 89°58'47" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 404.68 FEET; THENCE NORTH 0°34'09" EAST, 427.74 FEET; THENCE SOUTH 89°38'34" WEST, 249.00 FEET; THENCE SOUTH 0°34'17" WEST, 436.27 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 89°58'49" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 592.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.38 FEET, AND WHOSE CHORD BEARS NORTH 44°54'08" WEST, 35.43 FEET TO THE EAST RIGHT OF WAY LINE OF NW WEIGEL DR.; THENCE NORTH 0°12'58" EAST ALONG SAID EAST RIGHT OF WAY LINE, 1245.17 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°53'39" EAST ALONG SAID NORTH LINE, 1271.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.51 ACRES (1,503,235 S.F.). PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 34.51 acres (+/-) located northeast of the intersection
at NW 18th Street and NW Weigel Drive.

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

SECTION I. The Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, are hereby amended to rezone the above-described property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development.

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

SECTION III. EFFECTIVE DATE. This Ordinance shall be in effect upon its final passage and publication, as provided by law.

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

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN
THE DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022**

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



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements

Notice of Intent to Commence a Public Improvement Project and to Acquire Property Interests

EXECUTIVE SUMMARY:

The action before the City Council is the adoption of a Resolution regarding the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project, which involves publishing a Notice of Intent and setting a Public Hearing date on the acquisition of property for the project.

The City is undertaking the design and property acquisition for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project at this time. The primary purpose of this project is to improve traffic capacity and mobility and enhance vehicular and pedestrian safety by upgrading the SW State Street and SW Oralabor Road intersection and constructing a grade separated crossing under SW State Street for the Oralabor

Gateway Trail. The project is currently scheduled for construction in 2023 and 2024 with an Iowa DOT letting date of February 21, 2023. In order to preserve the final design and construction schedule for the project, the property acquisition process needs to begin at this time.

The limits of the proposed project show a need to acquire fee title, permanent easement, and temporary easement adjacent to the project. To facilitate the acquisition process, a Public Hearing needs to be scheduled and a Notice of Intent needs to be published. The notification will allow the affected property owners the opportunity to review the plans for the project and the need for acquiring the fee title, permanent easement, and temporary easement.

Following the publication of the Notice of Intent, a Public Hearing will be held by the City Council to officially initiate the acquisition process for the project. Pending City Council approval, a schedule for the proceedings is as follows:

1. Set Date of Public Hearing: July 5, 2022
2. Publish Notice of Intent: July 15, 2022
3. Public Hearing (5:30 P.M.): August 1, 2022 in the City Council Chambers, Ankeny Kirkendall Public Library, Ankeny, Iowa, 50023

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Adopt a Resolution setting the Public Hearing date as August 1, 2022 for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in accordance with the Notice of Intent to Commence a Public Improvement Project to be published in the Des Moines Register on July 15, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

June 10, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on June 21, 2022.

June 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** fixing a date for hearing on intent to commence a public improvement and to acquire property interests for the SW Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project. (date of hrg: 8/1/22 at 5:30 P.M.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Intent
 Property Acquisition Exhibit

RESOLUTION 2022-XXX

**A RESOLUTION FIXING A DATE FOR HEARING ON INTENT TO COMMENCE
A PUBLIC IMPROVEMENT AND TO ACQUIRE PROPERTY INTERESTS FOR THE
ORALABOR GATEWAY TRAIL – SW STATE STREET GRADE SEPARATED
CROSSING AND SW ORALABOR ROAD AND SW STATE STREET SAFETY
IMPROVEMENTS PROJECT**

WHEREAS, Iowa Code Chapter 6B provides a procedure for agencies to follow to acquire property for public improvements through eminent domain; and

WHEREAS, in accordance with Iowa Code requirements, notices have been mailed to affected property owners identifying 5:30 P.M. on the 1st day of August, 2022, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023 as the time, place, and manner for which an opportunity is provided for public input into the consideration to proceed with the Oralabor Gateway Trail – SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, to establish 5:30 P.M. on the 1st day of August, 2022, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023 as the time, date, and place of a public hearing and consideration of a resolution of intent to commence the Oralabor Gateway Trail – SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project and authorize acquisition of right-of-way through negotiation or condemnation, if necessary.

DATED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT TO
RECONSTRUCT AND WIDEN THE SW ORALABOR ROAD AND SW STATE STREET
INTERSECTION AND CONSTRUCT AN UNDERPASS FOR THE ORALABOR GATEWAY TRAIL
AT SW STATE STREET WITHIN ANKENY, IOWA AND TO ACQUIRE PROPERTY FOR THE
PROJECT

TO:

Real Estate Dept Hurd Industrial Spe LLC	Iowa Commercial Advisors Property Trail Property, Inc.
Iowa Clinic Ankeny I LLC	Community State Bank NA

Under the provisions of Iowa Code Sections 6B.2A and 6B.2B, a governmental body which proposes to acquire property under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all property owners whose properties may be acquired in whole or in part for the project.

1. DESCRIPTION OF THE PROJECT; INTENDED USE OF PRIVATE PROPERTY TO BE ACQUIRED.

NOTICE IS HEREBY GIVEN to the above-identified property owners that the City of Ankeny, Iowa will consider authorizing the commencement of the reconstruction and widening of the SW Oralabor Road and SW State Street intersection and construction of an underpass for the Oralabor Gateway Trail at SW State Street.

Properties acquired for the project will be used for the grading, drainage, and sidewalk improvements associated with the project and for the street right-of-way.

2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.

If the above-described project is approved by the City Council, the City of Ankeny will be required to acquire property for the project improvements. Upon review of Polk County property records, it appears that properties or portions of properties owned by the above-identified persons may have to be acquired for the project. The City of Ankeny will attempt to purchase the required property by good faith negotiations, and it may condemn those properties which it is unable to purchase. The proposed location of the above-described public improvement is shown on a conceptual drawing of the project which is now on file in the office of the City of Ankeny and available for public inspection.

3. CITY OF ANKENY'S PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; CITY COUNCIL'S ACTION REQUIRED TO PROCEED WITH THE PROJECT; OPPORTUNITY FOR PUBLIC INPUT.

The City of Ankeny has provided funding to study, plan, and construct this project, as well as funding to acquire any property that may be needed for the project. City staff has analyzed conceptual design options for how to proceed with this project. The studies and planning have reached the point where conceptual designs now indicate that certain property may need to be acquired. Any public comment will be considered in preparing the detailed designs, particularly as private property may be affected.

In making the decision to proceed with the above-described project and to acquire property and property interests, the City Council is required to hold a **public hearing**, giving persons interested in the proposed project the opportunity to present their views regarding the project, and regarding the proposed acquisition of property for the project. **The public hearing on the project will be held on the 1st day of August, 2022, in Ankeny Kirkendall Public Library at 1250 SW District Drive, Ankeny, Iowa, commencing at 5:30 P.M.** In order to proceed with the above-described project and commence the acquisition of property for the project, the City Council will be required to approve the project and authorize acquisition of private property for the project by City Council resolution. The City Council is scheduled to consider adoption of the resolution initiating the above-described project following the public hearing.

If the project is approved by the City Council, estimates and/or appraisals will be prepared to determine the compensation to be paid for property interests that are needed for the project. The City of Ankeny will offer no less than fair market value and will attempt to purchase the needed properties by good faith negotiations. If the City of Ankeny is unable to acquire properties needed for the project by negotiation, the City of Ankeny will acquire those properties by condemnation.

4. STATUS OF PROJECT PLANNING.

The above-described project is proposed to be funded in Fiscal Years 2023 and 2024.

5. STATEMENT OF RIGHTS

Just as the law grants certain entities the right to acquire private property, you, as the owner of property, have certain rights. You have the right to:

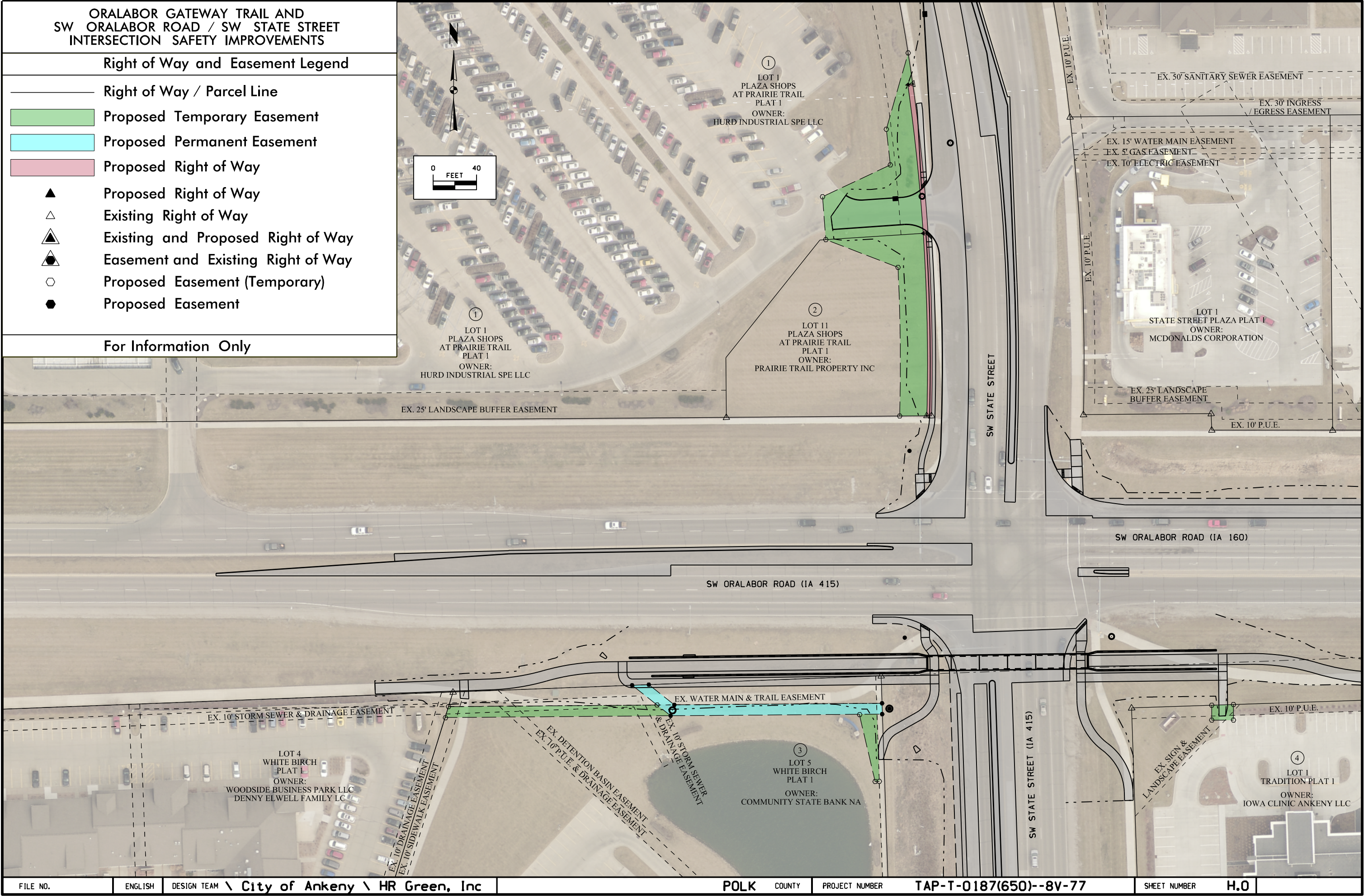
- (a) Receive just compensation for the taking of property. (Iowa Const., Article I, Section 18)
- (b) An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B.54)
- (c) Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code § 6B.45)
- (d) When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code § 6B.54)
- (e) Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code § 6B.3(1))
- (f) If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation committee and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- (g) A review by the compensation committee of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- (h) Payment of the agreed-upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- (i) Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- (j) Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- (k) At least ninety (90) days written notice to vacate occupied property. (Iowa Code § 6B.54(4))
- (l) Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility for and amount of payments. (Iowa Code 316.9)

The rights set out in this Statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code Chapters 6A, 6B, and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

This Notice is given by authority of the City of Ankeny.

/s/ Mark Mueller
Mark Mueller, P.E., Director of Public Works

Published in the Des Moines Register the **15th day of July, 2022.**





ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
\$896,000 Master Services and Purchasing Agreement (General Fund) (PH 2022-56)
Initiate Proceedings

EXECUTIVE SUMMARY:

In compliance with the Iowa Code 364.4 and 384.25, this item is for the purpose of considering the input received during the Public Hearing for the proposed action of the Council prior to action on the proposal to authorize the equipment Master Services and Purchasing Agreement in the amount of \$896,000. If the Council supports moving ahead with the proposal to issue the Agreement, the attached Resolution instituting proceedings to take additional action to authorize and issue a Master Services must be approved. This item proposes such action and is recommended for approval. In addition to this item, a companion item, J3-1 will need to be considered to officially enter into the Agreement as a second step of the approval process.

The Ankeny Police Department has utilized Mobile Vision in-vehicle recording devices for approximately 25 years. Over that period Mobile Vision has been purchased by other companies and updated their in-vehicle recording from VHS to a digital product. The Police Department has continued to evolve with their company implementing their body camera solution in 2017. The department was notified in November 2020 that the Mobile Vision brand was purchased by Safe Fleet and the Mobile Vision devices were coming to end of life as the company was going to phase out this brand.

The Police Department began researching alternatives for in-vehicle and body worn devices. The department tested other body worn camera systems and their digital evidence platforms. Based upon these tests and the desired features, a Request for Proposal was completed with two companies providing bids. The two products submitted were Motorola WatchGuard and Axon Body 3/Fleet 3. A committee, comprised of staff from the Police Department and City Manager's Office, reviewed the proposals and selected the Axon solution to best fit the needs of the department. This solution has a five-year contract with installment payments each year.

The Axon solution provides 72 body worn cameras for the department and 28 in-vehicle recording systems. The body worn camera hardware will be refreshed once during the term of the contract. The digital evidence management system that houses the data is a cloud-based system with unlimited data storage. The system is also capable of providing citizen links to upload digital evidence for cases such as homeowner surveillance video or documentation. The digital evidence management system is also capable of transcribing body worn camera footage, redacting video for privacy issues, and can provide a random selection of video for supervisory review.

The Axon Fleet 3 in-vehicle recording system is capable of retaining 24 hours of video, even if the system is not triggered to record. Fleet 3 is equipped with ALPR (Automated License Plate Readers) which is powered by Flock Safety. This capability, in conjunction with stationary ALPR, can assist in investigating crimes based upon vehicle information. ALPR provides real time information for vehicles that have been entered as stolen, are associated with an amber alert, criminal warrants, etc.

FISCAL IMPACT: Yes

The total cost is \$895,999.87, with installment payments of \$179,999.98 annually over a five-year period. The FY 2023 budget includes \$180,000 annually for the replacement of the current body worn cameras, vehicle mounted cameras and web accessible digital evidence management system.

CITY MANAGER'S RECOMMENDATIONS:

Adopt resolution instituting proceedings to take additional action for the authorization and issuance of a master services and purchasing agreement payable from the general fund in the principal amount of \$896,000 for personal property for use by the City.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** instituting proceedings to take additional action for the authorization and issuance of a master

services and purchasing agreement payable from the general fund in the principal amount of \$896,000 for personal property for use by the city.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

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

Whereupon, Council Member _____ introduced and delivered to the Auditor the Resolution hereinafter set out entitled " RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION AND ISSUANCE OF A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF \$896,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY" and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance to the meeting to be held at _____ o'clock _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION AND
ISSUANCE OF A MASTER SERVICES AND PURCHASING
AGREEMENT PAYABLE FROM THE GENERAL FUND IN
THE PRINCIPAL AMOUNT OF \$896,000 FOR PERSONAL
PROPERTY FOR USE BY THE CITY

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization and the issuance of \$896,000 Master Services and Purchasing Agreement payable from the General Fund, for the purpose of paying costs of equipping the police department, and has considered the extent of objections received from residents or property owners as to the proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of \$896,000 Master Services and Purchasing Agreement payable from the General Fund, to evidence the obligation thereof for the foregoing purpose.

PASSED AND APPROVED this 5th day of July, 2022.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

(SEAL)



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
\$896,000 Master Services and Purchasing Agreement (General Fund) (PH 2022-56)

EXECUTIVE SUMMARY:

The Ankeny Police Department has utilized Mobile Vision in-vehicle recording devices for approximately 25 years. Over that period Mobile Vision has been purchased by other companies and updated their in-vehicle recording from VHS to a digital product. The Police Department has continued to evolve with their company implementing their body camera solution in 2017. The department was notified in November 2020 that the Mobile Vision brand was purchased by Safe Fleet and the Mobile Vision devices were coming to end of life as the company was going to phase out this brand.

The Police Department began researching alternatives for in-vehicle and body worn devices. The department tested other body worn camera systems and their digital evidence platforms. Based upon these tests and the desired features, a Request for Proposal was completed with two companies providing bids. The two products submitted were Motorola WatchGuard and Axon Body 3/Fleet 3. A committee, comprised of staff from the Police Department and City Manager's Office, reviewed the proposals and selected the Axon solution to best fit the needs of the department. This solution has a five-year contract with installment payments each year.

The Axon solution provides 72 body worn cameras for the department and 28 in-vehicle recording systems. The body worn camera hardware will be refreshed once during the term of the contract. The digital evidence management system that houses the data is a cloud-based system with unlimited data storage. The system is also capable of providing citizen links to upload digital evidence for cases such as homeowner surveillance video or documentation. The digital evidence management system is also capable of transcribing body worn camera footage, redacting video for privacy issues, and can provide a random selection of video for supervisory review.

The Axon Fleet 3 in-vehicle recording system is capable of retaining 24 hours of video, even if the system is not triggered to record. Fleet 3 is equipped with ALPR (Automated License Plate Readers) which is powered by Flock Safety. This capability, in conjunction with stationary ALPR, can assist in investigating crimes based upon vehicle information. ALPR provides real time information for vehicles that have been entered as stolen, are associated with an amber alert, criminal warrants, etc.

FISCAL IMPACT: **Yes**

The total cost is \$895,999.87, with installment payments of \$179,999.98 annually over a five-year period. The FY 2023 budget includes \$180,000 annually for the replacement of the current body worn cameras, vehicle mounted cameras and web accessible digital evidence management system.

CITY MANAGER'S RECOMMENDATIONS:

Adopt resolution authorizing action for a master services and purchasing agreement payable from the general fund in the principal amount of \$896,000 for personal property for use by the City.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing action for a master services and purchasing agreement payable from the general fund in the principal amount of \$896,000 for personal property for use by the city.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Agreement

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ACTION FOR A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF \$896,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY", 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 resolution duly adopted as follows:

RESOLUTION AUTHORIZING ACTION FOR A MASTER
SERVICES AND PURCHASING AGREEMENT PAYABLE
FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT
OF \$896,000 FOR PERSONAL PROPERTY FOR USE BY THE
CITY

WHEREAS, the City of Ankeny, State of Iowa (the "City"), is in need of funds to pay costs of equipping the police department, and it is deemed necessary and advisable that a master services and purchasing agreement in the principal amount of \$896,000 be entered into for such purpose; and

WHEREAS, pursuant to notice published as required by Sections 364.4 and 384.25 of the Code of Iowa, as amended (the "Code"), this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization and issuance of a master services and purchasing agreement payable from the General Fund in the principal amount of \$896,000 for such purpose, and the Council is therefore now authorized to proceed with the authorization of the lease agreement; and

WHEREAS, Axon Enterprise, Inc. ("Axon") has agreed to make available to the City the Equipment, pursuant to the terms of the Master Services and Purchasing Agreement, between the City, as Lessee, and Axon, as Lessor thereunder; and

WHEREAS, this Council has determined that the terms of the Master Services and Purchasing Agreement do not exceed the economic life of the property being acquired pursuant thereto; and

WHEREAS, the Master Services and Purchasing Agreement shall be payable from the General Fund of the City, and aggregate annual payments due on the proposed Master Services and Purchasing Agreement and all other general fund lease or lease purchase agreements in force on the date of authorization will not exceed ten (10) percent of the last certified General Fund budget amount; and

WHEREAS, the Master Services and Purchasing Agreement shall begin on the date the City acquires the Equipment, and the Resolution ratifies the Master Services and Purchasing Agreement; and

WHEREAS, it appears that such instruments are in appropriate form and are appropriate instruments for the purposes intended.

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

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

- ☐ "Equipment" shall mean the police equipment, as more particularly described in the Agreement.
- ☐ "Issuer" or "City" or "Lessee" shall mean the City of Ankeny, State of Iowa.
- ☐ "Master Services and Purchasing Agreement" or "Agreement" shall mean, the Master Services and Purchasing Agreement, by and between the City and Axon.
- ☐ "Lessor" shall mean Axon Enterprise Inc., an Arizona Corporation.
- ☐ "Resolution" shall mean this resolution authorizing the Agreement, and general fund payments thereunder.

Section 2. Authority and Purpose. The Agreement authorized by this Resolution shall be issued pursuant to Section 364.4 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement is hereby authorized in the principal amount of \$896,000 for the purpose of paying costs of acquiring the Equipment.

Section 3. Approval of Agreement. Axon Enterprise Inc. shall make the Equipment available to the City pursuant to the Agreement, which provides for the payment by the City in the amounts and in installments as specified therein. The form and content of the Agreement, the provisions of which are incorporated herein by reference, hereby are in all respects authorized, approved, and confirmed; and execution of the Agreement is hereby ratified, confirmed, and approved; and from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and execute all such documents as may be necessary to carry out and comply with the provisions of

the Agreement as executed, and as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 4. Pledge of General Fund; Other Funds to be Used.

(a) Pledge of Funds. That for the purpose of providing funds to pay the payments due under the Agreement herein authorized, there shall be paid from funds in the General Fund for each future year the following amounts:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$181,399.91	2022/2023
\$178,649.99	2023/2024
\$178,649.99	2024/2025
\$178,649.99	2025/2026
\$178,649.99	2026/2027

(b) Other Funds. Nothing herein restricts the ability of the City to transfer other available funds into the General Fund for purposes of satisfying the Agreement.

(c) Additional City Funds Available. Payments coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 5. Lease Fund. Monies in the General Fund shall be converted into a special fund therein to be known as the "2022 POLICE EQUIPMENT LEASE DEBT SERVICE FUND NO. 1" (the "Lease Fund"), which is hereby pledged for and shall be used only for the payments of the Agreement.

Section 6. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Agreement, and after the issuance of the Agreement no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Agreement, shall have been satisfied and discharged as provided in the Agreement.

Section 7. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 8. Repeal of Conflicting Resolutions. All resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 5th day of July, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 Definitions.

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Term. This Agreement begins on July 6, 2022 and shall continue until all subscriptions have expired, as further detailed on the Quote Appendix (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the City and Axon may renew up to five (5) additional one-year time periods by mutual agreement (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 Payment. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.

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- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General.**

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: City of Ankeny
Attn:
Street Address: 410 W 1st St
City, State, Zip: Ankeny, IA 50023-1557
Email:

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

AGENCY:

City of Ankeny

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term (“**Axon Records Subscription**”)

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) (“**New Use Case**”).

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon’s services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon’s services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



Master Services and Purchasing Agreement

Professional Services Appendix

- 1 Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

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System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock (“**Dock**”) access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

- 5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency



Master Services and Purchasing Agreement

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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- 12** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form (“**Acceptance Form**”) to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency’s network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency’s network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Government Agency Agreement for Automated License Plate Readers

EXECUTIVE SUMMARY:

The Ankeny Police Department began investigating the safe and effective use of Automated License Plate Reader (ALPR) services in 2011, after the West Des Moines Police Department, in partnership with Jordon Creek began using the tool to much success. Flock Safety is being recommended due to their advanced technology, privacy protections and affordable pricing. Moreover, Flock Safety is currently being used and considered by several law enforcement agencies in the Des Moines metro area.

ALPR services will ensure the Ankeny Police Department has the tools needed to capture objective evidence (vehicles and license plates) to investigate and solve crime and assist in the department's intelligence led policing efforts. These devices connect to the NCIC database of wanted and stolen vehicles, as well as the NCMEC database for Amber alerts, so our officers can have real-time information of criminal activity happening in Ankeny. Additionally, our ALPR policy, transparency portal and auditing tools will add more transparency and accountability to police services.

The ALPR services agreement includes 13 cameras, including hardware, software, cellular signal, storage, solar panels and poles if necessary. The agreement also includes installation, maintenance and a limited warranty covering most damage to the units and all operating defects.

FISCAL IMPACT: Yes

The term of the agreement is 24 months with an option to renew for an additional 24 months. The year 1 cost is \$38,250 and recurring cost is \$35,000. The FY 2023 budget includes \$35,750.

CITY MANAGER'S RECOMMENDATIONS:

Adopt resolution approving the Government Agency Agreement for Automated License Plate Reader Services.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** approving the Government Agency Agreement for Automated License Plate Reader Services.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Agreement

RESOLUTION

RESOLUTION APPROVING THE FLOCK SAFETY GOVERNMENT AGENCY AGREEMENT FOR AUTOMATED LICENSE PLATE READER SERVICES

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “Flock Service”), and upon detection, the Flock Services are capable of capturing audio, image, and recording data of suspected vehicles (“Footage”) and can provide notifications to the Ankeny Police Department upon the instructions of Non-Agency End User (“Notifications”); and

WHEREAS, the Ankeny Police Department desires access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood associations, businesses, and individual users; and

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, the Ankeny Police Department is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide the Ankeny Police Department the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering.

WHEREAS, the City of Ankeny, by and through the Ankeny Police Department desires to enter into the Flock Safety Government Agency Agreement with Flock Group, Inc.

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

1. The Flock Safety Government Agency Agreement between Flock Group, Inc. and the City of Ankeny is hereby approved.
2. The Mayor is hereby authorized and directed to execute the same on behalf of the City of Ankeny.

Passed and approved the 5th day of July, 2022.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

flock safety

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: IA - Ankeny PD	Contact Name: Joe Schaffer
Address: 411 Sw Ordnance Rd Ankeny, Iowa 50023	Phone: (515) 289-5250 E-Mail: jschaffer@ankenyiowa.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24.00 Renewal Term: 24 Months	Pilot period: First 30 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. Billing Term: Annual payment due Net 30 per terms and conditions
--	---

Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	13.00	\$32,500.00
Professional Services - Falcon, Standard Implementation	\$250.00	13.00	\$3,250.00
Flock Safety Advanced Search <25 Falcons	\$2,500.00	1.00	\$2,500.00

(Includes one-time fees)

Year 1 Total: \$38,250.00
Recurring Total: \$35,000.00

flock safety

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 "**Support Services**" shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 "**Unit(s)**" shall mean the Agency Hardware together with the Embedded Software.

1.15 "**Usage Fee**" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 "**Web Interface**" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for

Agency's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image

capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and

hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary

Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data.. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related

systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice.

If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY ’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2022 Prairie Ridge Aquatic Center - Resurfacing Project

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the 2022 Prairie Ridge Aquatic Center - Resurfacing Project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost; and setting a date for the filing of bids on the project.

Proposed 2022 Prairie Ridge Aquatic Center - Resurfacing Project includes labor, materials, equipment and supplies to remove and replace the existing Diamond Brite aggregate / plaster pool finish, apply Diamond Brite exposed aggregate finish (or equal), caulking all related finishes, final clean-up and all other miscellaneous associated repairs and work required for a complete 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 late August, 2022. The contractor will have until May 1, 2023 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: July 5, 2022
2. Post Notice to Bidders and Notice of Public Hearing: July 8, 2022
3. Publish Notice to Bidders and Notice of Public of Hearing: July 15, 2022
4. Bid Opening (10:30 A.M., Public Services Building): July 26, 2022
5. Public Hearing and Contract Award: August 1, 2022
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost, and review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as July 26, 2022 and setting the public hearing date as August 1, 2022 for the 2022 Prairie Ridge Aquatic Center - Resurfacing 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 July 8, 2022 and to be published in the Des Moines Register on July 15, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** ordering construction on the 2022 Prairie Ridge Aquatic Center - Resurfacing Project; and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 7/26/22 @ 10:30 A.M. / date of hrg: 8/1/22 @ 5:30 P.M.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

 Notice to Bidders and Notice of Public Hearing
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT, 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 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT, 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 2022 Prairie Ridge Aquatic Center - Resurfacing Project; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2022 Prairie Ridge Aquatic Center - Resurfacing Project, 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:

2022 Prairie Ridge Aquatic Center – Resurfacing Project includes labor, materials, equipment and supplies to remove and replace the existing Diamond Brite aggregate / plaster pool finish, apply Diamond Brite exposed aggregate finish (or equal), caulking all related finishes, final clean-up and all other miscellaneous associated repairs and work required for a complete 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 July 26, 2022, 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 August 1, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on August 1, 2022.

PASSED AND APPROVED this 5th day of July, 2022.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2022 Prairie Ridge Aquatic Center – Resurfacing Project
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **2022 Prairie Ridge Aquatic Center – Resurfacing Project** at its meeting at **5:30 P.M. on the 1st day of August, 2022**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **26th day of July, 2022**, at the reception desk in said Ankeny Public Services Building. Bids 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 by the City Clerk and bids tabulated at **10:30 A.M. on the 26th day of July, 2022**, in said Ankeny Public Services Building. Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 1st day of August, 2022**, 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 commence any time after a written Notice to Proceed is issued, **no later than August 19th, 2022**, and shall be completed as stated below. **Site preparation can begin in late August 2022 with the surface installation to begin in April 2023.**

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Ankeny City Hall, 410 West First Street, Ankeny, Iowa, 50023.

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 Parks & Recreation Department, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-963-3576 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

2022 Prairie Ridge Aquatic Center – Resurfacing Project includes labor, materials, equipment and supplies to remove and replace the existing Diamond Brite aggregate / plaster pool finish, apply Diamond Brite exposed aggregate finish (or equal), caulking all related finishes, final clean-up and all other miscellaneous associated repairs and work required for a complete 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 **two (2)** 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 the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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 following acceptance of the project by the City of Ankeny and the provisions stipulated 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. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the project no later than **May 1, 2023**. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within 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 **5th day of July, 2022**.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **8th day of July, 2022**.

Published in the Des Moines Register the **15th day of July, 2022**.



PRAIRIE RIDGE AQUATIC CENTER
MAP IS FOR LOCATIONAL PURPOSES ONLY



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed SW State Street Fiber Optic Relocation

Professional Services Agreement with HR Green, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with HR Green, Inc. for the design engineering services and bidding phase services needed for the SW State Street Fiber Optic Relocation.

This fiber optic (FO) relocation project is part of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements, planned for construction in 2023. The project will construct a tunnel for the Oralabor Gateway Trail under SW State Street to improve traffic safety and operations for vehicles, bicyclists and pedestrians, and address the safety and operational issues of the SW State Street/SW Oralabor Road intersection by providing a right-turn lane, two thru-lanes, and dual left-turn lanes at all of the approaches.

The City's current fiber optic infrastructure on SW State Street north of Oralabor Road is in conflict with the above project construction. The relocation work is planned to be completed as soon as possible prior to start of construction on the larger project, so that the City's traffic signal network and overall communication system (such as City phones, internet, emergency dispatch) can be efficiently and effectively maintained.

HR Green, Inc. is currently under contract for design services on the tunnel/ widening project, and the Public Works Department proposes to use HR Green, Inc. to complete the necessary design engineering and bidding phase services for the FO relocation project. The scope of the design engineering and bidding phase services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement. The total not-to-exceed fee for the design engineering and bidding phase services is \$30,957.40.

It is anticipated that the project will be bid in late 2022 for construction in early spring 2023.

It is recommended that the City Council approve the Professional Services Agreement with HR Green, Inc.

FISCAL IMPACT: **No**

The overall tunnel/ widening project is included in the City of Ankeny's 2022-2026 Capital Improvement Program for design in 2022 and construction in 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with HR Green, Inc. for the design engineering and bidding phase services on the SW State Street Fiber Optic Relocation in an amount not to exceed \$30,957.40 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with HR Green, Inc. for the design engineering and bidding phase services on the SW State Street Fiber Optic Relocation in an amount not to exceed \$30,957.40 and authorize the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Agreement



PROFESSIONAL SERVICES AGREEMENT

For

SW State Street Fiber Optic Relocation

City of Ankeny, Iowa

Tyler Wiles, P.E.,PTOE, Project Manager
HR Green, Inc.
5525 Merle Hay Rd, Suite 200
Johnston, IA 50131
Phone: 515-278-2913
HR Green Project Number 220761

July 5, 2022

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

1.0 Project Understanding

1.1 General Understanding

The CLIENT desires to relocate the City of Ankeny and Ankeny Community School District’s fiber optic cable/conduit from the median area to the east side of SW State Street between Oralabor Road and SW Prairie Trail Parkway. The existing fibers will be removed from the existing conduit in the median. Two new conduit systems (conduit/handholes) will be installed along the east side of SW State Street – One conduit for City (1-96 count cable for City traffic and 1-96 count cable for City IT)- second conduit will be for Ankeny School District. At the time of this scope development, it is not yet determined whether the school district would like to try to reuse the existing cable or install new cable – this scope assume Ankeny School District will attempt to reuse existing cable. Intermediate handholes will be installed along the corridor, with one location being the northeast quadrant of the SW Plaza Parkway intersection for potential/future traffic signal system installation.

The intent of this project is for the relocation work to occur prior to the Oralabor Gateway Trail - SW State Street Grade-Separated Crossing / SW Oralabor Road and SW State Street Intersection Safety Improvements project (hereafter “intersection improvement project”). Thus, this fiber relocation project will also include the installation of the intersection traffic signal cabinet and fiber hub cabinet/Type IV handholes (splice enclosures), power service is being coordinated with MidAmerican Energy. It is understood through intersection improvement project coordination that MidAmerican Energy anticipates providing a power service location drop to the northeast quadrant of the SW Oralabor Road and SW State Street intersection for the use of the traffic signal cabinet and tunnel lighting needs (to be included as part of separate intersection improvement project).

This fiber relocation project will include the modification of the entering fiber optic cable/conduit runs from the west and from the east to reduce impacts from the intersection improvement project. The fiber optic cable/conduit run to the south will be designed/constructed as part of the intersection improvement project.

Additionally, this fiber relocation project will include the replacement of City Traffic fiber optic cable along SW State Street between SW Prairie Trail Parkway and SW Magazine Road. The existing conduit will be used in that location as previously constructed along the median and the existing City Traffic 36/12 count hybrid fiber cable will be replaced with 2-96 count single mode fiber optic cables.

The following traffic signal-controlled intersections will include interconnection updates:

- SW Oralabor Road
- SW Prairie Trail Parkway
- SW Vintage Parkway
- SW Magazine Road

The fiber relocation plans shall be based upon available aerial imagery and right-of-way/parcel boundary shapefiles and available topographic survey files from the separate intersection improvements project.

It is understood that the COMPANY will develop Plans and an Engineer's Opinion of Probable Cost to provide to the CLIENT for bidding. The project will be let as a stand-alone construction contract by means of a local letting, and the latest edition of Statewide Urban Design and Specifications (SUDAS) and City of Ankeny Supplemental Specifications will be applicable to the design.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Phase 1: Project Management:

COMPANY will provide project management, staff coordination and oversight of COMPANY tasks including attendance and participation in two (2) progress meeting/phone calls over duration of project (associated with preliminary plan submittal and final plan submittal timeframes); provide quality control of COMPANY work products and deliverables; and prepare monthly progress reports and invoices for inclusion with COMPANY project invoices.

Phase 2: Preliminary Plans:

The fiber relocation design will involve the installation of new conduit, handholes and associated conduit/wiring. A new traffic signal cabinet/fiber hub cabinet (Type IV handhole with splice enclosure is an option) at the SW Oralabor Road intersection is anticipated.

The fiber relocation design will be based on the following assumptions:

- New fiber related cabling/wiring, conduits, handholes will be installed as part of this project as necessary;
- New stock equipment will be used for proposed equipment;
- Conduit installations shall be installed within existing right-of-way/parcel boundary lines. The relocated fiber interconnect conduit/handhole layout will be cognizant of existing right-of-way/parcel boundary lines and efforts will be made to design improvements within existing boundary lines if possible. It is not anticipated that right-of-way and/or temporary easement acquisitions will be necessary as part of the project; however, if found to be necessary as part of the design process, can be added as an amendment to this Scope of Services.
- Boundary, topographic, legal, utility, or property survey services are not included in this scope of services.
- The fiber interconnect design will consist of design of conduit/handhole routing to/from the existing/proposed traffic signal cabinets. The design will include the installation of fiber optic cable, tracer wire, and pull rope within dedicated 2" conduit pathway as necessary to tie-into the existing fiber optic cables.
 - The interconnect design will be at the outside plant fiber optic cable level
 - Splicing and fiber optic terminations will be needed and it is understood that drawings will be provided by the CLIENT for inclusion within the plan set.

- The City traffic fiber optic cable will interconnect with traffic signal cabinets along the project corridor
- The City IT fiber optic cable will not interconnect with traffic signal cabinets along the project corridor
- The School District's fiber optic cable will not interconnect with traffic signal cabinets along the project corridor.
 - The fiber will be replaced along SW State Street between SW Oralabor Road and SW Prairie Trail Parkway (Existing cable is a 12 count single mode) (to be determined new School District fiber optic cable count)
 - Due to the fiber optic splice being relocated from the northwest corner of the project intersection to the northeast corner of the project corner and sufficient existing fiber optic cable slack not being available to the west, the existing 96-count single-mode fiber optic cable will be replaced between SW White Birch Drive (existing splice enclosure northeast corner) and SW State Street. This approach has been coordinated with the Ankeny Community School District.

The preliminary fiber relocation plans will include: A sheets, C sheets, J sheets, N Sheets consisting of general notes/legend sheet (1 sheet overall), summary of quantities sheet (1 sheet overall), fiber relocation layout sheets (multiple), typical details sheet (1 sheet) and fiber splice details (multiple) (provided by the CLIENT). Development of special details is not included within this Scope of Services.

COMPANY will conduct a field review to verify existing traffic signal interconnection infrastructure and Ankeny School District fiber infrastructure. COMPANY will continue coordination with the Ankeny School District to coordinate school districts desire/direction with project. It is understood that COMPANY may need assistance from the CLIENT to arrange coordination with the school district.

The fiber relocation design will be completed in accordance with available/applicable City of Ankeny details and specifications. The current City of Ankeny Supplement to the Statewide Urban Design and Specifications (SUDAS) documents including specifications (Standard Specification 8010) and details will be used as necessary. It is understood that the fiber relocation project does not involve the use of State or Federal funding, and thus the preparation of a Public Interest Finding (PIF) memorandum will not be required.

COMPANY will develop an engineer's opinion of probable construction cost for the fiber relocation project..

COMPANY will submit preliminary plans and engineer's opinion of probable construction cost to the CLIENT for review. COMPANY assumes one (1) in-person meeting with CLIENT at CLIENT's location to discuss the project following submittal of preliminary documents.

Phase 3: Utility Coordination:

The COMPANY will submit an Iowa One-Call Design Locate request to acquire mapping for utilities along the SW State Street project corridor (SW Oralabor Road to SW Prairie Trail Parkway to coincide with area of proposed conduit installation). The COMPANY will

submit preliminary documents to the CLIENT and affected utility companies for review and comment. A list of affected utility companies along with their contact information will be collected by the COMPANY, with verification by the CLIENT. The COMPANY shall coordinate utility relocation for conflicts with the project. This scope assumes 12 hours of COMPANY time for utility coordination. Should additional effort become necessary, a supplemental agreement will be required.

Phase 4: Final Plans:

Refine the fiber relocation design developed during the preliminary design phase.

COMPANY will coordinate with the local utility company on power supply to the proposed traffic signal cabinet location. Power service coordination will remain at a confirmation of power supply level with the intent that the contractor will be responsible for final power service coordination details.

COMPANY will refine engineer's opinion of probable construction cost for the fiber relocation project and will refine the supplemental unit cost form for the traffic signal lump sum items. COMPANY assumes one (1) in-person meeting with CLIENT at CLIENT's location to discuss the project following submittal of final documents.

Phase 5: Project Manual:

CLIENT will provide templates for all front-end contract documents in the Project Manual. COMPANY will prepare a Project Manual to include Notice to Bidders and Notice of Public Hearing; Proposal Form; Bid Bond Form; Contract Form; Performance, Payment, and Maintenance Bond Form; and Notice to Proceed.

Phase 6: Permitting:

Due to the conduit installation adjacent to SW Oralabor Road (IA 160 / IA 415), it is assumed permit coordination will be required with Iowa Department of Transportation (DOT). COMPANY will prepare applications for CLIENT to submit Iowa DOT forms, including:

- Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations

Phase 7: Pre-Letting:

COMPANY will perform the following tasks related to the project's bid letting phase:

- Prepare and distribute **Notice of Project** to Contractors.
- Prepare and upload final plans and project manual online through QuestCDN. Fees incurred for contractor download via QuestCDN will be invoiced to CLIENT monthly as reimbursable expenses.
- Respond to contract document-related questions and, if necessary, issue applicable addenda to interpret, clarify, or expand the bidding documents.
- Attend project bid letting held by CLIENT. COMPANY will prepare and distribute a tabulation of letting results.
- Assist CLIENT with preparing contract and bond documents following award of the project.

3.0 Deliverables and Schedules Included in this Agreement

Deliverables:

- Preliminary (60%) Plans, color PDF format
- Final Plans, color PDF format
- Opinion of Probable Construction Cost

Schedule:

Assuming approval of this agreement on or before July 5, 2022, the following schedule is anticipated:

- Preliminary Plan Submittal to City: August 25, 2022
- Final Design Complete: October 7, 2022
- Project Letting: October 2022
- Notice to Proceed Date: February 2023

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

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

- Survey of topography and/or utilities
- Construction phase services
- Traffic impact and/or travel demand studies, traffic modeling or forecasting
- Traffic counts/traffic observation
- Synchro analysis
- Geometric analysis of roadway
- Excavating and/or potholing to expose buried utilities
- Boundary, topographic, legal, utility, or property surveys
- Easement or right-of-way acquisition services
- Public involvement
- Preparation of environmental or other permit applications (NPDES, 4(f), 404/401, SWPPP, etc.)
- Pavement condition analysis
- Traffic Signal Timing Plans

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None

6.0 Client Responsibilities

It is understood the CLIENT will complete the following tasks or have the following responsibilities:

- Prepare and obtain construction easements and right-of-way plats for acquisitions, if required
- To review and provide input on the COMPANY'S design plans in a timely manner
- Make payments for engineering services within 30 days of receiving an acceptable invoice
- Provide available utility information in GIS format
- Provide templates for all front-end construction contract documents in the Project Manual
- Schedule and host the project bid letting

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) 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. The retainer shall be credited on the final invoice. 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 attorneys' fees.

7.3 Extra Services

Any service 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

The CLIENT AGREES to pay COMPANY on the following basis:



Time and material basis with a Not to Exceed fee of \$30,957.40 (Thirty-Thousand, Nine Hundred and Fifty-seven dollars, and Forty Cents).

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 a reasonable amount to reimburse COMPANY for termination costs.

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 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 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 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.

A handwritten signature in blue ink, appearing to read 'Tyler Wiles'.

Tyler Wiles, P.E.
Project Manager

Approved by:

A handwritten signature in blue ink, appearing to read 'David R. Dougherty'.

Printed/Typed Name: David R. Dougherty

Title: President-Transportation

Date: June 28, 2022

City of Ankeny

Accepted by: _____

Printed/Typed Name: _____

Title: _____

Date: _____



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Hearing - Notice of Intent - 8/1/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 Prairie Ridge Aquatic Center - Resurfacing - 8/1/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 8/15/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 9/6/22 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 5, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Responsible Growth and Revitalization

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Request for Executive Session

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: 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”.

ADDITIONAL INFORMATION:

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

ATTACHMENTS:

Click to download
No Attachments Available