



ANKENY CITY COUNCIL

Regular Meeting

Monday, March 21, 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, Kerry Walter-Ashby, Kelly Whiting

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ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9PdZ09>

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

CALL TO ORDER: Mark Holm, Mayor

ROLL CALL: Mandy Hanson, Records Clerk

PLEDGE OF ALLEGIANCE: Mark Holm, Mayor

CEREMONY:

1. Mayor's Proclamation - Iowa Honey Bee Day

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the March 21, 2022 Agenda:

Action# B1-1. Consider motion to approve and accept the March 21, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-28 Proposed 2022 CIPP Lining Project

Action# C1-1. Consider motion to close Public Hearing 2022-28.

2. PH 2022-29 Proposed 2022 PCC Street Patching Program

Action# C2-1. Consider motion to close Public Hearing 2022-29.

3. PH 2022-30 Proposed 2022 PCC Reconstruction Program - NW 5th Street

Action# C3-1. Consider motion to close Public Hearing 2022-30.

4. PH 2022-31: Proposed NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive - Special Assessment Project
Public Hearing on Resolution of Necessity

Action# C4-1. Consider motion to close Public Hearing 2022-31.

5. PH 2022-32 Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2022

Action# C5-1. Consider motion to close Public Hearing 2022-32.

6. PH 2022-33 Proposed Adoption of Budget and Certification of Taxes for Fiscal Year July 1, 2022 - June 30, 2023

Action# C6-1. Consider motion to close Public Hearing 2022-33.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none

E. APPROVAL OF CONSENT AGENDA:

- **Minutes**

CA - 1 Approval of official council actions of the regular meeting of March 7, 2022, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Approval of official council actions of the special meeting of March 8, 2022, as published, subject to correction, as recommended by the City Clerk.

CA - 3 Receive and file minutes of the Plan and Zoning Commission meeting of February 22, 2022.

- **Licenses and Permits**

- CA - 4** Consider motion to approve the solid waste permits for April 1, 2022– March 31, 2023.
- CA - 5** Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

- CA - 6** Consider motion to receive and file Financial Reports for February 2022.
- CA - 7** Consider motion to receive and file Utility Billing Report for February 2022.
- CA - 8** Consider motion to receive and file Building Permit Report for February 2022.
- CA - 9** Consider motion to approve Change Order #2 decreasing the contract amount by \$15,000 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition (2021) project.
- CA - 10** Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$95,200.00 with JEO Consulting Group, Inc. for engineering services on the SE Delaware Avenue HMA Widening project.
- CA - 11** Consider motion to approve Change Order #1 increasing the contract amount by \$1,250.00 to Rognes Corporation, for construction services on the Otter Creek Sanitary Sewer Improvements - Phase 3 project.
- CA - 12** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$19,900.00 with Snyder & Associates for engineering construction services for the N Ankeny Boulevard Fiber Optic Upgrade, a 2022 stand-alone phase of the N Ankeny Boulevard Landscape Improvements project.
- CA - 13** Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$64,100 with Snyder & Associates for construction engineering services for the NW 36th Street & NW State Street Interim Improvements.
- CA - 14** Consider motion to approve Payment #3 in the amount of \$200,981.52 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition project.
- CA - 15** Consider motion to approve Payment #7 in the amount of \$61,186.51 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
- CA - 16** Consider motion to approve Payment #22 in the amount of \$45,333.98 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 17** Consider motion to approve Payment #11 in the amount of \$27,490.50 to FOX Engineering Associates, Inc., for engineering services on the Ankeny ASR project.
- CA - 18** Consider motion to approve Payment #8 in the amount of \$2,690.00 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
- CA - 19** Consider motion to approve Payment #1 in the amount of \$440,970.53 to Rognes Corporation, for construction services on the Otter Creek Sanitary Sewer Improvements - Phase 3 project.

- CA - 20** Consider motion to approve the March 21, 2022 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)
- CA - 21** Consider motion to adopt **RESOLUTION** adopting a schedule of fees and charges for certain permit activities as authorized by the City of Ankeny, Iowa Municipal Code.
- CA - 22** Consider motion to adopt **RESOLUTION** establishing charges for curbside recycling services for the City of Ankeny, Iowa, effective July 1, 2022.
- CA - 23** Consider motion to adopt **RESOLUTION** accepting a proposal from Cunningham Recreation in the amount of \$80,000 for the purchase and installation of a playground for Bellagio Park.
- CA - 24** Consider motion to adopt **RESOLUTION** establishing charges for certain Fire Department Services for the City of Ankeny, Iowa, effective July 1, 2022.
- CA - 25** Consider motion to adopt **RESOLUTION** establishing charges for Emergency Medical Services for the City of Ankeny, Iowa, effective July 1, 2022.
- CA - 26** Consider motion to adopt **RESOLUTION** establishing charges for water meters for the City of Ankeny, Iowa, effective July 1, 2022.

- **Personnel Items**

- CA - 27** Consider motion to approve the new job classification position descriptions recommended in the FY2023 budget for the following positions: Airport Manager, Budget Analyst, Circulation Manager, Criminal Intelligence Analyst, Digital Marketing Specialist, Permits Technician, Recreation Coordinator, and Sports Complex Groundskeeper II.
- CA - 28** Consider motion to adopt **RESOLUTION** amending the City of Ankeny Employee Handbook.
- CA - 29** Consider motion to adopt **RESOLUTION** revising the financial policy - Travel and Training of the standard administrative policy and procedures manual of the City of Ankeny, Iowa.

- **Community Development Items**

- CA - 30** Consider motion to adopt **RESOLUTION** accepting the final plat, subdivision bonds for seeding and erosion control, and platted easements for Ankeny Endeavor Plat 1.
- CA - 31** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on a part of Lot 1, On With Life Plat 1; and associated with the development of 715 SW Ankeny Road On With Life Campus Outpatient Site Plan.
- CA - 32** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny regarding the voluntary urbanized annexation of property requested by Hope Kimberley, LLC. (date of hrg: 4/18/22 @ 5:30 p.m.)
- CA - 33** Consider motion to approve the Canyon Landing Preliminary Plat Amendment.

- **Engineering Items**

- CA - 34** Consider motion to adopt **RESOLUTION** accepting public improvements in Landing at Deer Creek Crossing, for utilities.
- CA - 35** Consider motion to adopt **RESOLUTION** accepting public improvements in Courtyards at Harvest Ridge Plat 1 for utilities.

CA - 36 Consider motion to adopt **RESOLUTION** accepting public improvements in Courtyards at Harvest Ridge Plat 2 and Courtyards at Harvest Ridge Plat 3 for utilities.

- **Capital Improvement Projects - none**
- **Administrative Items**

CA - 37 Consider a motion to approve an Engagement Letter between the City of Ankeny and Baker Tilly US, LLP for strategic planning advisory services.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-37.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-37.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Consider Mayor Appointments to Boards and Commissions as follows:

Civil Service Commission

- Ray Blase - Reappointment - term begins 4/01/2022; term expires 3/31/2026

Action# H1-1. Consider motion approving Mayors appointments to expiring Board and Commission Members as presented.

- **Approval of Ordinances:**

1. Ord 2097 An Ordinance vacating a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2097, sending it on its final passage and publication as required by law.

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

2. Ord 2098 An Ordinance creating section 143 - Entertainment Districts in the City of Ankeny, Iowa.

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2098.

3. Ord 2099 An Ordinance amending Chapter 44.06 Noise Ordinance by adding a section referencing Chapter 143 - Entertainment Districts

Action# H3-1. Consider motion to accept second consideration of ORDINANCE 2099.

4. Ord 2100 An Ordinance amending Chapter 130.07 Outdoor Seating addressing Chapter 143 - Entertainment Districts

Action# H4-1. Consider motion to accept second consideration of ORDINANCE 2100.

5. Ord 2101 An Ordinance amending Chapter 196.02 Special Use Permits addressing Chapter 143 - Entertainment Districts

Action# H5-1. Consider motion to accept second consideration of ORDINANCE 2101.

6. Ord 2102 An Ordinance vacating a Public Utility Easement associated with Lot 1, The District at Prairie Trail Plat 11.

Action# H6-1. Consider motion to accept second consideration of ORDINANCE 2102.

7. Ord 2103 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

Action# H7-1. Consider motion to accept second consideration of ORDINANCE 2103.

Action# H7-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2103, sending it on its final passage and publication as required by law.

8. Ord 2104 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to sewer service charges.

Action# H8-1. Consider motion to accept second consideration of ORDINANCE 2104.

9. Ord 2105 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

Action# H9-1. Consider motion to accept second consideration of ORDINANCE 2105.

10. Ord 2106 An Ordinance establishing street grade elevations along a portion of NE 36th Street.

Action# H10-1. Consider motion to accept first consideration of ORDINANCE 2106.

11. Ord 2107 An Ordinance establishing street grade elevations along a portion of NE Four Mile Drive.

Action# H11-1. Consider motion to accept first consideration of ORDINANCE 2107.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed 2022 CIPP Lining Project (PH 2022-28)

Action# J1-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$635,998.00; 2) receive and file report of bids received March 15, 2022; 3) adopt RESOLUTION making award of construction contract with

Hydro-Klean, LLC in the amount of \$684,132.40; and 4) adopt RESOLUTION approving contract and bonds with Hydro-Klean, LLC in the amount of \$684,132.40.

2. Proposed 2022 PCC Street Patching Program (PH 2022-29)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$798,210.00; 2) receive and file report of bids received March 15, 2022; 3) adopt RESOLUTION making award of construction contract with Iowa Civil Contracting, Inc. in the amount of \$990,232.52; and 4) adopt RESOLUTION approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of \$990,232.52.

3. Proposed 2022 PCC Reconstruction Program - NW 5th Street (PH 2022-30)

Action# J3-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$660,997.50; 2) receive and file report of bids received March 15, 2022; 3) adopt RESOLUTION making award of construction contract with Absolute Concrete in the amount of \$669,421.50; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete in the amount of \$669,421.50.

4. NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive (PH 2022-31)
Special Assessment Project

Action# J4-1. Consider motion to adopt RESOLUTION with respect to the adoption of the Resolution of Necessity proposed for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.

Action# J4-2. Consider motion to adopt RESOLUTION directing preparation of detailed plans, specifications, form of contract and notice to bidders for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.

5. Proposed NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive
Initiate Proceedings

Action# J5-1. Consider motion to adopt RESOLUTION ordering bids, approving plans, specifications and form of contract and notice to bidders, fixing amount of bid security, and ordering clerk to post notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract, estimate of costs and enhancement of payment for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive. (date of bid-letting: 4/12/2022 @ 10:30 A.M. / date of hrg: 4/18/2022 @ 5:30 P.M.)

6. Proposed 2022 Asphalt Street Resurfacing Program - SW Ordinance Road
Initiate Proceedings

Action# J6-1. Consider motion to adopt RESOLUTION ordering construction on the 2022 Asphalt Street Resurfacing Program - SW Ordinance Road project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 4/12/22 @ 10:30 AM / date of hrg: 4/18/22 @ 5:30 PM)

7. Proposed NE Crestmoor Sanitary Sewer Replacement
Professional Services Agreement with Nilles Associates, Inc. (Nilles)

Action# J7-1. Consider a motion to approve the Professional Services Agreement with

Nilles, for the design engineering and bidding phase services on the NE Crestmoor Sanitary Sewer Replacement Project in an amount not to exceed \$37,700.00 and the Mayor to execute said agreement.

8. Proposed Adoption of Budget and Certification of Taxes for Fiscal Year July 1, 2022 - June 30, 2023 (PH 2022-33)

Action# J8-1. Consider motion to adopt RESOLUTION adopting the proposed budget for Fiscal Year July 1, 2022 - June 30 2023.

9. FY 2023 Fund Transfers

Action# J9-1. Consider motion to adopt RESOLUTION approving Fiscal Year 2023 fund transfers.

10. FY 2023 Hotel/Motel Tax Distribution

Action# J10-1. Consider motion to adopt RESOLUTION establishing the hotel/motel tax distribution for Fiscal Year 2023.

11. Personnel Changes

Action# J11-1. Consider motion to adopt RESOLUTION authorizing personnel changes approved in the Fiscal Year 2022 Budget Amendment and Fiscal Year 2023 Budget.

12. Proposed Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022
Set Public Hearing Date

Action# J12-1. Consider motion to set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022 and direct City Clerk to publish notice of such hearing (date of hrg: 4/04/22 @ 5:30 p.m.).

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 Walter-Ashby

Council Member Whiting

- **Future Council Agenda Items:**

- ***Public Hearing - Amendment of Current Budget for FY22 - 4/4/22 @ 5:30 p.m.***

- *Public Hearing - SRF Loan Application - 4/4/22 @ 5:30 p.m.*
- *Public Hearing - 2022 SW Des Moines Street Parks - Phase 1 - 4/4/22 @ 5:30 p.m.*
- *Regular Council Meeting - 4/18/22 @ 5:30 p.m.*
- *Public Hearing - NE 36th Street Reconstruction: Interstate 35 to NE Four Mile Drive - 4/18/22 @ 5:30 p.m.*
- *Public Hearing - 2022 Asphalt Street Resurfacing Program - 4/18/22 @ 5:30 p.m.*
- *Public Hearing - 2022 Hope Kimberly Voluntary Annexation - 4/18/22@ 5:30 p.m.*

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

Mayor's Proclamation - Iowa Honey Bee Day

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
 Proclamation - IA Bee

PROCLAMATION

WHEREAS, honey bees and native insects are important as pollinators for a third of the food we eat and honey bees are vital in production of over 90 crops grown across the nation, many of which are in Iowa. Honey bees contribute to a healthy Iowa environment by assuring availability of fruits, vegetables, nuts, and flowers for wildlife and all Iowans; and

WHEREAS, Iowa's 45,000 or more honey bee hives produce about 4 million pounds of honey valued at over \$8 million and honey bees provide an estimated \$92 million economic value to Iowa crops from their pollination; and

WHEREAS, Iowa has over 4,500 beekeepers representing hobbyists, sideliners as part time businesses and full-time commercial beekeepers. Hobby beekeepers have as few as one hive to commercial operations with thousands of hives; and

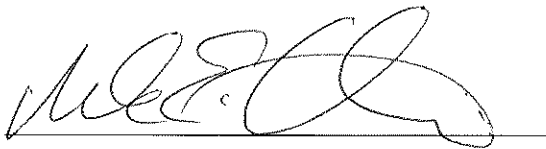
WHEREAS, traditionally beekeeping occurred in rural areas of Iowa. Now beekeeping increasingly occurs in urban areas with the rising interest of hobby beekeepers for keeping beehives in Iowa cities and towns; and

WHEREAS, honey bees face serious threats from invasive pests, decreasing bee friendly forage, variable climate and increasing pesticide and herbicide pressure; and

NOW THEREFORE, I, Mark E. Holm, Mayor of the City of Ankeny, does hereby proclaim March 30, 2022 as

ANKENY IOWA HONEY BEE DAY

and encourages all residents and visitors to join in observing this day and focusing on the importance of honey bees to our local economy, to enjoy the honey and other products of honey bees, to recognize the honey bees' role in maintaining our Iowa environment, and to assist in reducing the threats to honey bee survival in our state.

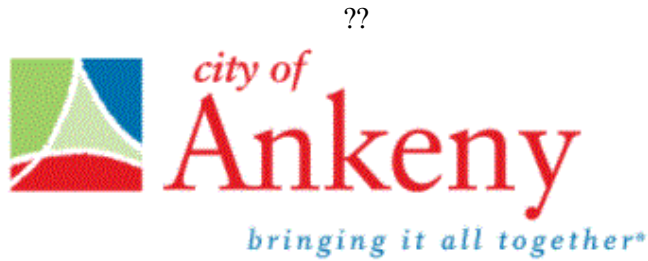


Mark E. Holm, Ankeny Mayor



Date





ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2022-28: Proposed 2022 CIPP Lining Project

EXECUTIVE SUMMARY:

2022 CIPP Lining Project

This project includes cured in place pipe (CIPP) slip lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 15, 2022. Five (5) bids were received as follows:

1. Insituform Technologies	\$796,045.70
2. Hydro-Klean, LLC	\$684,132.40
3. Visu-Sewer, Inc.	\$724,132.75
4. Municipal Pipe Tool Co., LLC	\$698,015.00
5. SAK Pipeline Infrastructure	\$701,475.00

The Engineer's Estimate for the project was \$635,998.00. The bids ranged from approximately 7.57% to 25.16% above the estimate. The City reviewed the bid results internally and followed up with the low bidder. Hydro-Klean, LLC has completed prior projects like this for the City of Ankeny. They have completed other similar jobs within the metro including projects for the Cities of West Des Moines, Clive, and Urbandale, and have the expertise to complete this project as well. It is recommended that the project be awarded to Hydro-Klean, LLC of Des Moines, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project within 10 calendar days after the date set forth in the written Notice to Proceed, (expected start date no later than April 18, 2022), and will have until December 31, 2022 to fully complete the project.

FISCAL IMPACT: ??No

This project is included in the 2022 - 2026 CIP program through the 2022 Sanitary Sewer Maintenance Fund Program.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated cost (\$625,998.00).
2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the 2022 CIPP Lining Project.
3. Receive and file the report of bids received on March 15, 2022.
4. Approve Resolution, making award of construction contract to Hydro-Klean LLC of Des Moines, Iowa.
5. Approve Resolution, approving contract and bonds with Hydro-Klean LLC in the amount of

\$684,132.40.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 21, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 15, 2022 and setting the public hearing date as March 21, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-28.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [PH Coversheet](#)

 [RES - plans, specs](#)

 [Final Bid Tab](#)

 [Bid Sheet](#)

 [RES - making award](#)

 [RES - approving contract](#)

 [Contract](#)

 [Location Map](#)



PUBLIC HEARING 2022-28

5:30 P.M.

MARCH 21, 2022

PROPOSED 2022 CIPP LINING PROJECT

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2022 CIPP Lining project. Notice of this hearing was published in the Des Moines Register on the 4th day of March, 2022.

Mayor:

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

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Don Clark, Municipal Utilities Director, provide a report to the Council on said project."

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2022-28.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 CIPP LINING PROJECT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 CIPP LINING PROJECT

WHEREAS, on the **21st** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 CIPP Lining Project; and

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

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

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

City of Ankeny
Municipal Utilities Department
2022 - Cured In Place Pipe Slip Lining Project
BID TABULATION
March 15, 2022

			Engineer's Estimate			Insituform Technologies USA, LLC			Sak-Con		
No.	Item Description	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total
4.01	8" CIPP Lining	LF	24,275	\$24.00	\$582,600.00	24,275	\$29.20	\$708,830.00	24,275	\$28.00	\$679,700.00
4.02	10" CIPP Lining	LF	457	\$39.00	\$17,823.00	457	\$36.50	\$16,680.50	457	\$30.00	\$13,710.00
4.03	Building Sanitary Sewer Service Reconnection	EA	465	\$55.00	\$25,575.00	465	\$82.90	\$38,548.50	465	\$60.00	\$27,900.00
8.01	Traffic Control	LS	1	\$10,000.00	\$10,000.00	1	\$31,986.70	\$31,986.70	1	\$7,600.00	\$7,600.00
Total Bid =			\$635,998.00			\$796,045.70			\$728,910.00		
			Municipal Pipe Tool			Hydro-Klean, LLC			Visu-Sewer		
No.	Item Description	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total			
4.01	8" CIPP Lining	LF	24,275	\$26.50	\$643,287.50	24,275	\$26.44	\$641,831.00	24,275	\$27.35	\$663,921.25
4.02	10" CIPP Lining	LF	457	\$32.50	\$14,852.50	457	\$30.20	\$13,801.40	457	\$44.50	\$20,336.50
4.03	Building Sanitary Sewer Service Reconnection	EA	465	\$75.00	\$34,875.00	465	\$50.00	\$23,250.00	465	\$75.00	\$34,875.00
8.01	Traffic Control	LS	1	\$5,000.00	\$5,000.00	1	\$5,250.00	\$5,250.00	1	\$5,000.00	\$5,000.00
Total Bid =			\$698,015.00			\$684,132.40			\$724,132.75		



BID LETTING

10:30 A.M.

MARCH 15, 2022

2022 CIPP LINING PROJECT

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 CIPP Lining Project project in accordance with the Plans and Specifications prepared by Municipal Utilities (Mark Valmore).

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$635,998.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Institutorm Technologies 17988 Edison Ave Chesterfield, MO 630005	\$796,045 ⁷⁰	
* 2) ✓	Hydro-Klean LLC 333 NW 49 th Place Des Moines IA 50313	\$684,132 ⁴⁰	
3) ✓	Visu-Sewer Inc W230 N4855 Better Dr Pewaukee, WI 53072	\$724,132 ⁷⁵	
4) ✓	Municipal Pipe Tool 515 5 th St Hudson IA 50643	\$698,015 ⁰⁰	
5) ✓	Sak Pipeline Infrastructure 864 Hoff Road O'Fallon, MO 63366	\$701,475 ⁰⁰	
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 21, 2022 at 5:30 P.M.

ATTEST:


Denise L. Hoy, City Clerk


Don Clark, Municipal Utilities Director

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 CIPP LINING PROJECT", and moved:

- ☐ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 CIPP LINING PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 CIPP Lining Project, described in the plans and specifications heretofore adopted by this Council on March 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Hydro-Klean, LLC of Des Moines, Iowa

Amount of bid: \$684,132.40

Portion of project: All construction work

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 CIPP LINING PROJECT", 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 2022 CIPP LINING PROJECT

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 2022 CIPP Lining Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Records Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Hydro-Klean, LLC of Des Moines, Iowa

Amount of bid: \$684,132.40

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 16th day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Hydro-Klean, LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

2022 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) slip lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Six Hundred Eighty Four Thousand One Hundred Thirty Two Dollars and Forty Cents **DOLLARS** (\$ 684,132.40), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the project no later than **December 31, 2022**. Fully complete shall be defined as all pipe lining construction completed, punch list items resolved, 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 completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

CONTRACTOR:

Hydro-Klean, LLC

Contractor

By: _____

Signature

Contracts Manager - Jill Lomp

Title

333 NW 49th Place

Street Address

Des Moines, IA 50313

City, State, Zip Code

515-283-0500

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1144 - 11 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

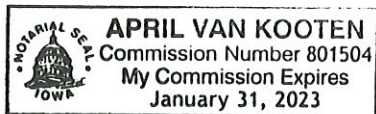
NOTE:

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

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 16th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jill Lomp and Wade Anderson, to me known, who, being by me duly sworn, did say that they are the Contracts Manager, and President, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jill Lomp and Wade Anderson acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



April Van Kooten
Notary Public in and for the State of Iowa
My commission expires January 31, 2023

PARTNERSHIP ACKNOWLEDGEMENT

State of)
) SS
 County)

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

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

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
4.01	8" CIPP Lining	LF	24,275	\$26.44	\$ 641,831.00
4.02	10" CIPP Lining	LF	457	\$30.20	\$ 13,801.40
4.03	Building Sanitary Service Reconnection	LF	465	\$50.00	\$23,250.00
	TRAFFIC				
8.01	Traffic Control	LS	1	\$ 5,250.00	\$ 5,250.00

TOTAL CONTRACT AMOUNT =**\$ 684,132.40**

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Hydro-Klean, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Atlantic Specialty Insurance Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Six Hundred Eighty Four Thousand One Hundred Thirty Two and 40/100 DOLLARS (\$ 684,132.40), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 16th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) slip lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 16th day of March, 2022.

Surety Countersigned By:

N/A

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Hydro-Klean, LLC

Contractor

By: [Signature]

Signature

Contracts Manager

Title

SURETY:

Atlantic Specialty Insurance Company

Surety Company

By: [Signature]

Signature Attorney-in-Fact Officer

Dione R. Young, Attorney-in-Fact & IA Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukegan, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jay D. Freiermuth, Anne Crowner, Brian M. Deimerly, Seth D. Rooker, Cindy Bennett, Dione R. Young, Stacy Venn, Craig E. Hansen, Tim McCulloh, Ginger Hoke, Stacie Christensen**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

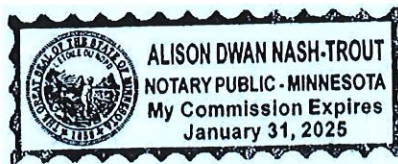
STATE OF MINNESOTA
HENNEPIN COUNTY

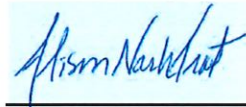


By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of March, 2022.

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary



CERTIFICATE OF LIABILITY INSURANCE

7/1/2022

DATE (MM/DD/YYYY)

3/16/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1440277 HYDRO-KLEAN, LLC 333 NW 49TH PLACE DES MOINES IA 50313	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : American Guarantee and Liab. Ins. Co.		26247
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES * **CERTIFICATE NUMBER:** 18351016 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	N	GLO5186859	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	BAP5186861	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	N	N	AUC5649390	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 5186860	7/1/2021	7/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF ANKENY IS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE AS REQUIRED BY WRITTEN CONTRACT AND PER THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

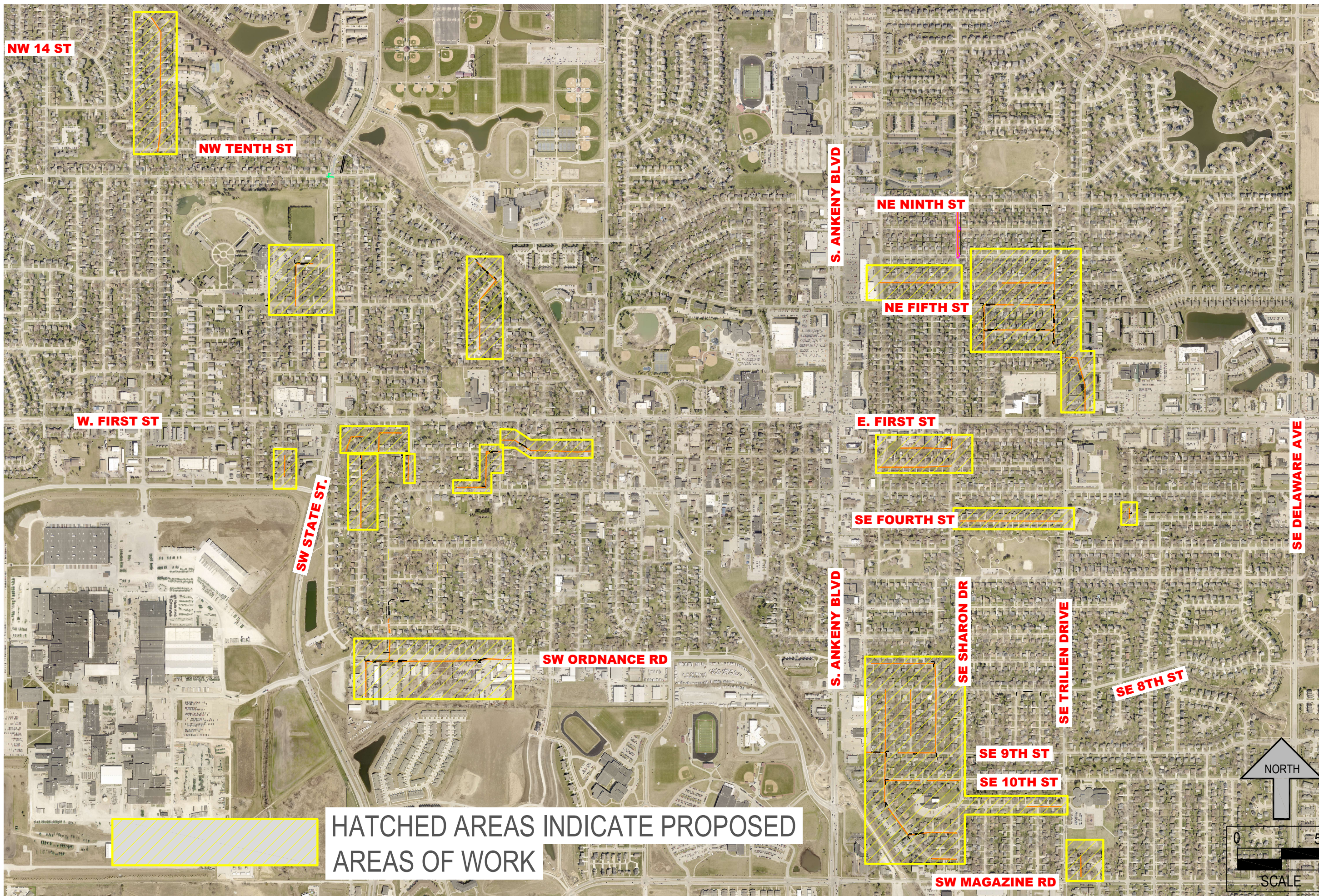
18351016
CITY OF ANKENY
1210 NW PRAIRIE RIDGE DR
ANKENY IA 50023

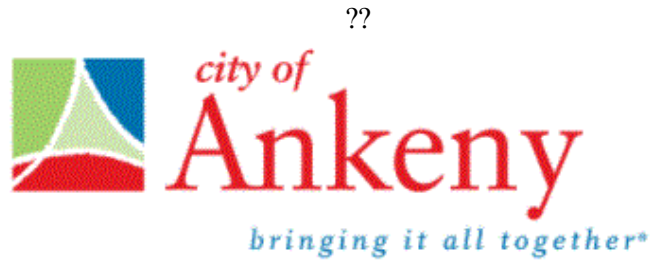
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2022-29: Proposed 2022 PCC Street Patching Program

EXECUTIVE SUMMARY:
The 2022 PCC Street Patching Program includes the full depth removal and replacement of PCC street pavement at five (5) separate locations, generally located on:

- SE Delaware Avenue (southbound lanes) between SE Oralabor Road and SE Magazine Road
- SE Michael Drive between SE Chaparal Drive and SE Magazine Road and SE Chaparal Drive between SE Michael Drive and SE Hayes Drive
- SE Uehlamar Drive at SE Delaware Avenue
- West 1st Street between NW Weigel Drive and NW Irvinedale Drive
- NW 9th Street at North Ankeny Boulevard

The improvements include approximately 700 SY of 9" thick PCC Class M street pavement, 1,825 SY of 9" thick PCC Class C-SUD street pavement, 250 SY of 8" thick PCC Class C-SUD street pavement, and 2,175 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk removal and replacement, minor adjustments to storm sewer and sanitary sewer structures, temporary traffic control, permanent pavement markings, mobilization, and other miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 15, 2022. Two (2) bids were received as follows:

1. Iowa Civil Contracting, Inc. \$990,232.52
2. Hawkeye Paving Corp. \$991,947.00

The Engineer's Estimate for the project was \$798,210.00. The bids were approximately 24% above the estimate. Iowa Civil Contracting, Inc. has completed similar projects for the City of Ankeny. It is recommended that the project be awarded to Iowa Civil Contracting, Inc. of Victor, Iowa.

Pending project approval and award by the City Council, the Contractor shall fully complete the entire project as follows:

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, except that work at each of the NW 9th Street, SE Uehlamar Drive, and West 1st Street locations shall begin no earlier than June 6, 2022 and no later than July 5, 2022.

The Contractor shall substantially complete each of the five (5) separate locations within a specified number of working days for each location as noted:

- SE Delaware Avenue – thirty-five (35) working days
- SE Michael Drive and SE Chaparal Drive – thirty (30) working days
- SE Uehlamar Drive – ten (10) working days
- West 1st Street – ten (10) working days
- NW 9th Street – five (5) working days

Substantial completion for each location shall be defined as all utility, grading, and pavement construction completed, with the new street and sidewalk pavement fully open to traffic.

The Contractor shall fully complete the overall project no later than September 16, 2022. Full completion for the overall project shall be defined as all improvements ready for final acceptance.

FISCAL IMPACT: ??No

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost (\$798,210.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2022 PCC Street Patching Program project.
3. Receive and file the report of bids received on March 15, 2022.
4. Approve Resolution, making award of construction contract to Iowa Civil Contracting, Inc. of Victor, Iowa.
5. Approve Resolution, approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of \$990,232.52.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 21, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 15, 2022, and setting the public hearing date as March 21, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-29.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2022-29

5:30 P.M.

MARCH 21, 2022

PROPOSED 2022 PCC STREET PATCHING PROGRAM

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2022 PCC Street Patching Program. Notice of this hearing was published in the Des Moines Register on the 4th day of March, 2022.

Mayor:

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

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Mark Mueller, Public Works Director, provide a report to the Council on said project."

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2022-29.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC STREET PATCHING PROGRAM", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC STREET PATCHING PROGRAM

WHEREAS, on the **21st** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 PCC Street Patching Program; and

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

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

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Bid Tabulation												
2022 PCC Street Patching Program												
March 15, 2022				Engineer's Estimate			Iowa Civil Contracting, Inc.			Hawkeye Paving Corp.		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK										
2.01	2010-F	Below Grade Excavation (Core Out)	CY	100	\$30.00	\$3,000.00	100	\$89.74	\$8,974.00	100	\$50.00	\$5,000.00
		STRUCTURES FOR SANITARY AND STORM SEWERS										
6.01	6010-E	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	2	\$2,000.00	\$4,000.00	2	\$3,500.00	\$7,000.00	2	\$4,500.00	\$9,000.00
6.02	6010-E	Manhole Adjustment, Storm, Minor, SELFLEVEL® Casting	EA	1	\$2,000.00	\$2,000.00	1	\$3,500.00	\$3,500.00	1	\$3,000.00	\$3,000.00
6.03	6010-E	Intake Adjustment, Minor	EA	21	\$1,250.00	\$26,250.00	21	\$2,500.00	\$52,500.00	21	\$2,000.00	\$42,000.00
		STREETS AND RELATED WORK										
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	2,176	\$70.00	\$152,320.00	2,176	\$102.86	\$223,823.36	2,176	\$82.00	\$178,432.00
7.02	7030-A	Removal of Sidewalk	SY	70	\$30.00	\$2,100.00	70	\$20.00	\$1,400.00	70	\$20.00	\$1,400.00
7.03	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	14	\$65.00	\$910.00	14	\$100.00	\$1,400.00	14	\$200.00	\$2,800.00
7.04	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	28	\$75.00	\$2,100.00	28	\$120.00	\$3,360.00	28	\$200.00	\$5,600.00
7.05	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	28	\$85.00	\$2,380.00	28	\$125.00	\$3,500.00	28	\$200.00	\$5,600.00
7.06	7030-G	Detectable Warnings, Galvanized Steel	SF	32	\$60.00	\$1,920.00	32	\$65.00	\$2,080.00	32	\$80.00	\$2,560.00
7.07	7040-A	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	232	\$115.00	\$26,680.00	232	\$125.00	\$29,000.00	232	\$215.00	\$49,880.00
7.08	7040-A	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	407	\$125.00	\$50,875.00	407	\$130.32	\$53,040.24	407	\$140.00	\$56,980.00
7.09	7040-A	Full Depth Patches, PCC, Class C-SUD, 9" Thick, NIGHT WORK	SY	1,448	\$150.00	\$217,200.00	1,448	\$213.46	\$309,090.08	1,448	\$235.00	\$340,280.00
7.10	7040-A	Full Depth Patches, PCC, Class M (5 Hour), 9" Thick	SY	711	\$200.00	\$142,200.00	711	\$232.48	\$165,293.28	711	\$255.00	\$181,305.00
7.11	7040-H	Removal of Pavement	SY	2,176	\$12.50	\$27,200.00	2,176	\$16.06	\$34,946.56	2,176	\$10.00	\$21,760.00
		TRAFFIC CONTROL										
8.01	8020-C	Painted Pavement Markings, Durable	STA	8.0	\$500.00	\$4,000.00	8.0	\$330.00	\$2,640.00	8.0	\$500.00	\$4,000.00
8.02	8020-G	Painted Symbols and Legends, Durable	EA	1	\$150.00	\$150.00	1	\$305.00	\$305.00	1	\$300.00	\$300.00
8.03	8020-M	Grooves Cut for Pavement Markings	STA	8.0	\$350.00	\$2,800.00	8.0	\$330.00	\$2,640.00	8.0	\$500.00	\$4,000.00
8.04	8020-N	Grooves Cut for Symbols and Legends	EA	1	\$125.00	\$125.00	1	\$305.00	\$305.00	1	\$200.00	\$200.00
8.05	8030-A	Temporary Traffic Control	LS	1	\$50,000.00	\$50,000.00	1	\$40,000.00	\$40,000.00	1	\$20,000.00	\$20,000.00
8.06	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$150.00	\$3,000.00	20	\$138.00	\$2,760.00	20	\$100.00	\$2,000.00
		SITE WORK AND LANDSCAPING										
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.2	\$5,000.00	\$1,000.00	0.2	\$7,875.00	\$1,575.00	0.2	\$3,000.00	\$600.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.2	\$10,000.00	\$2,000.00	0.2	\$10,500.00	\$2,100.00	0.2	\$4,000.00	\$800.00
		MISCELLANEOUS										
11.01	11,020-A	Mobilization	LS	1	\$60,000.00	\$60,000.00	1	\$34,000.00	\$34,000.00	1	\$52,000.00	\$52,000.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	\$3,000.00	\$3,000.00	1	\$1,000.00	\$1,000.00	1	\$500.00	\$500.00
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	\$5,000.00	\$5,000.00	1	\$2,000.00	\$2,000.00	1	\$500.00	\$500.00
11.04	11,050-A	Concrete Washout	LS	1	\$6,000.00	\$6,000.00	1	\$2,000.00	\$2,000.00	1	\$1,000.00	\$1,000.00
TOTAL AMOUNT BID =				\$798,210.00			\$990,232.52			\$991,497.00		



BID LETTING

10:30 A.M.

MARCH 15, 2022

2022 PCC STREET PATCHING PROGRAM

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 PCC Street Patching Program in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost \$798,210.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Hawkeye Paving Corp 801 42nd St South Bettendorf IA 52722	\$997,497 ⁰⁰	
* 2) ✓	Iowa Civil Contracting PO Box Q Victor, IA 52347	\$990,232 ⁵⁰	
3) _____	_____	_____	_____
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 21, 2022 at 5:30 P.M.

ATTEST:


Denise L. Hoy, City Clerk


Mark Mueller, Public Works Director

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC STREET PATCHING PROGRAM", and moved:

- ☐ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC STREET PATCHING PROGRAM

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 PCC Street Patching Program, described in the plans and specifications heretofore adopted by this Council on March 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Iowa Civil Contracting of Victor, Iowa

Amount of bid: \$990,232.50

Portion of project: All construction work

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC STREET PATCHING PROGRAM", 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 2022 PCC STREET PATCHING PROGRAM

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 2022 PCC Street Patching Program, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Records Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Iowa Civil Contracting of Victor, Iowa

Amount of bid: \$990,232.50

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Iowa Civil Contracting, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

2022 PCC STREET PATCHING PROGRAM

The 2022 PCC Street Patching Program includes the full depth removal and replacement of PCC street pavement at five (5) separate locations, generally located on:

- **SE Delaware Avenue (southbound lanes) between SE Oralabor Road and SE Magazine Road**
- **SE Michael Drive between SE Chaparal Drive and SE Magazine Road and SE Chaparal Drive between SE Michael Drive and SE Hayes Drive**
- **SE Uehlar Drive at SE Delaware Avenue**
- **West 1st Street between NW Weigel Drive and NW Irvinedale Drive**
- **NW 9th Street at North Ankeny Boulevard**

The improvements include approximately 700 SY of 9" thick PCC Class M street pavement, 1,825 SY of 9" thick PCC Class C-SUD street pavement, 250 SY of 8" thick PCC Class C-SUD street pavement, and 2,175 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk removal and replacement, minor adjustments to storm sewer and sanitary sewer structures, temporary traffic control, permanent pavement markings, mobilization, and other miscellaneous associated work necessary to complete the project.

A truss screed shall be used on all patches greater than three panels in length. No exceptions will be allowed.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Nine Hundred Ninety Thousand, Two Hundred Thirty-Two and 52/100 DOLLARS (\$990,232.52), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as

described in the Notice to Bidders and Notice of Public Hearing as noted below:

The project shall include nighttime operations on SE Delaware Avenue. Work on SE Delaware Avenue shall be restricted to nighttime operations between the hours of 9:00 P.M. Sunday and 7:00 A.M. Friday. No work will be allowed on Friday and Saturday nights. For the purpose of this project, a working day will be charged at the SE Delaware Avenue location when the Contractor works at least six (6) hours between 9:00 P.M. on a day to 7:00 A.M. on the following day.

The Contractor shall substantially complete each of the five (5) separate locations within a specified number of working days for each location as noted:

- SE Delaware Avenue – thirty-five (35) working days
- SE Michael Drive and SE Chaparral Drive – thirty (30) working days
- SE Uehlamar Drive – ten (10) working days
- West 1st Street – ten (10) working days
- NW 9th Street – five (5) working days

Substantial completion for each location shall be defined as all utility, grading, and pavement construction completed, with the new street and sidewalk pavement fully open to traffic. Should the Contractor fail to substantially complete the work at each location within these timeframes, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work at each location not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project no later than **September 16, 2022**. Full completion for the overall project shall be defined as all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)

ATTEST:

CONTRACTOR:

Iowa Civil Contracting, Inc.

Contractor

By:



Signature

Vice President

Title

1106 3rd St, PO Box Q

Street Address

Victor, IA 52347

City, State, Zip Code

319-647-3561

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

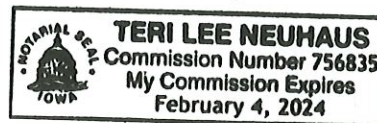
1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 6 0 - 9 3 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

State of Iowa)
) SS
Poweshiek County)

Notary Public in and for the State of Iowa
My commission expires 02/04, 20 24



State of _____)
) SS
_____ County)

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



INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Below Grade Excavation (Core Out)	CY	100	\$89.74	\$8,974.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	2	\$3,500.00	\$7,000.00
6.02	Manhole Adjustment, Storm, Minor, SELFLEVEL® Casting	EA	1	\$3,500.00	\$3,500.00
6.03	Intake Adjustment, Minor	EA	21	\$2,500.00	\$52,500.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	2,176	\$102.86	\$223,823.36
7.02	Removal of Sidewalk	SY	70	\$20.00	\$1,400.00
7.03	Sidewalk, PCC, Class C, 4" Thick	SY	14	\$100.00	\$1,400.00
7.04	Sidewalk, PCC, Class C, 5" Thick	SY	28	\$120.00	\$3,360.00
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	28	\$125.00	\$3,500.00
7.06	Detectable Warnings, Galvanized Steel	SF	32	\$65.00	\$2,080.00
7.07	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	232	\$125.00	\$29,000.00
7.08	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	407	\$130.32	\$53,040.24
7.09	Full Depth Patches, PCC, Class C-SUD, 9" Thick, NIGHT WORK	SY	1,448	\$213.46	\$309,090.08
7.10	Full Depth Patches, PCC, Class M (5 Hour), 9" Thick	SY	711	\$232.48	\$165,293.28
7.11	Removal of Pavement	SY	2,176	\$16.06	\$34,946.56
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Durable	STA	8.0	\$330.00	\$2,640.00
8.02	Painted Symbols and Legends, Durable	EA	1	\$305.00	\$305.00
8.03	Grooves Cut for Pavement Markings	STA	8.0	\$330.00	\$2,640.00
8.04	Grooves Cut for Symbols and Legends	EA	1	\$305.00	\$305.00
8.05	Temporary Traffic Control	LS	1	\$40,000.00	\$40,000.00

8.06	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$138.00	\$2,760.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.2	\$7,875.00	\$1,575.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.2	\$10,500.00	\$2,100.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$34,000.00	\$34,000.00
11.02	Maintenance of Postal Service	LS	1	\$1,000.00	\$1,000.00
11.03	Maintenance of Solid Waste Collection	LS	1	\$2,000.00	\$2,000.00
11.04	Concrete Washout	LS	1	\$2,000.00	\$2,000.00

TOTAL CONTRACT AMOUNT =

\$990,232.52

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Iowa Civil Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Nine Hundred Ninety Thousand, Two Hundred Thirty-Two and 52/100 DOLLARS (\$990,232.52), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 PCC STREET PATCHING PROGRAM

The 2022 PCC Street Patching Program includes the full depth removal and replacement of PCC street pavement at five (5) separate locations, generally located on:

- SE Delaware Avenue (southbound lanes) between SE Oralabor Road and SE Magazine Road
- SE Michael Drive between SE Chaparal Drive and SE Magazine Road and SE Chaparal Drive between SE Michael Drive and SE Hayes Drive
- SE Uehlar Drive at SE Delaware Avenue
- West 1st Street between NW Weigel Drive and NW Irvinedale Drive
- NW 9th Street at North Ankeny Boulevard

The improvements include approximately 700 SY of 9" thick PCC Class M street pavement, 1,825 SY of 9" thick PCC Class C-SUD street pavement, 250 SY of 8" thick PCC Class C-SUD street pavement, and 2,175 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk removal and replacement, minor adjustments to storm sewer and sanitary sewer structures, temporary traffic control, permanent pavement markings, mobilization, and other miscellaneous associated work necessary to complete the project.

A truss screed shall be used on all patches greater than three panels in length. No exceptions will be allowed.

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

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

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

suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 21st day of March, 20 22.

Surety Countersigned By:

Not Required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Iowa Civil Contracting Inc.

Contractor

By: Mark Rhoades

Signature

Vice President

Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By: Stacy Venn

Signature Attorney-in-Fact Officer/Iowa Resident Agent

Stacy Venn

Printed Name of Attorney-in-Fact Officer/Iowa Resident Agent

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Joe Tiernan; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of February, 2022.

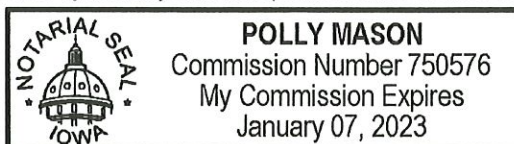


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of February, 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 21st day of March, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: Sandy VanOsten	
	PHONE (A/C, No, Ext): 515-309-6200	FAX (A/C, No): 515-309-6225
	E-MAIL ADDRESS: sandy_vanosten@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: BITCO General Insurance Corporation	
	INSURER B: BITCO National Insurance Company	
INSURED Iowa Civil Contracting Inc P. O. Box Q Victor, IA 52347	NAIC #	
	INSURER C: Scottsdale Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 64176715**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		CLP3705389	5/1/2021	5/1/2022	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 ☒ Comp Ded\$100 ☒ Coll Ded\$100			CAP3705391	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			XLS0119309	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3705390	5/1/2021	5/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equip			CLP3705389	5/1/2021	5/1/2022	Limit:\$150,000 Ded-5%,\$2,000 Min

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2022 PCC Street Patching Program. City of Ankeny is named as additional insured on the General Liability policy per endorsement #GL3086, edition 09/11.

CERTIFICATE HOLDER**CANCELLATION**City of Ankeny's Public Services Building
1210 NW Prairie Ridge Drive,
Ankeny IA 50023

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRANSPORTATION CONTRACTORS EXTENDED
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an ☒ in the box next to the caption of such provision.

- | | |
|--|---|
| A. ☒ Partnership and Joint Venture Extension | N. ☒ Construction Project General Aggregate Limits |
| B. ☒ Contractors Automatic Additional Insured Coverage – Ongoing Operations | O. ☒ Fellow Employee Coverage |
| C. ☒ Automatic Waiver of Subrogation | P. ☒ Property Damage Liability - Elevators |
| D. ☒ Extended Notice of Cancellation, Nonrenewal | Q. ☒ Property Damage to the Named Insured's Work |
| E. ☒ Unintentional Failure to Disclose Hazards | R. ☒ Care, Custody or Control |
| F. ☒ Broadened Mobile Equipment | S. ☒ Electronic Data Liability Coverage |
| G. ☒ Personal and Advertising Injury - Contractual Coverage | T. ☒ Consolidated Insurance Program Residual Liability Coverage |
| H. ☒ Nonemployment Discrimination | U. ☒ Automatic Additional Insureds – Managers or Lessors of Premises |
| I. ☒ Liquor Liability | V. ☒ Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| J. ☒ Broadened Conditions | W. ☒ Contractors Automatic Additional Insured Coverage – Completed Operations |
| K. ☒ Automatic Additional Insureds – Equipment Leases | X. ☒ Additional Insured – Engineers, Architects or Surveyors |
| L. ☒ Suits Against Dredges and Barges | |
| M. ☒ Insured Contract Extension - Railroad Property and Construction Contracts | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED**:

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A**, is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

- a.** You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
 - (1)** How, when and where the "occurrence" or offense took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b.** If a claim is made or "suit" is brought against any insured, you must:
 - (1)** Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
 - (2)** Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- 2.e.** If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a.**, **2.b.**, and **2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by

your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE**.

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Construction Project General Aggregate Limit.

- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

- 1. **Exclusions 2.j.(3) and 2.j.(4)** of **SECTION I, COVERAGE A**, do not apply to the use of elevators.
- 2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion I of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

I. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

R. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

S. ELECTRONIC DATA LIABILITY COVERAGE

1. **Exclusion 2.p. Electronic Data** of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to **SECTION V – DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

U. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

W. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

X. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

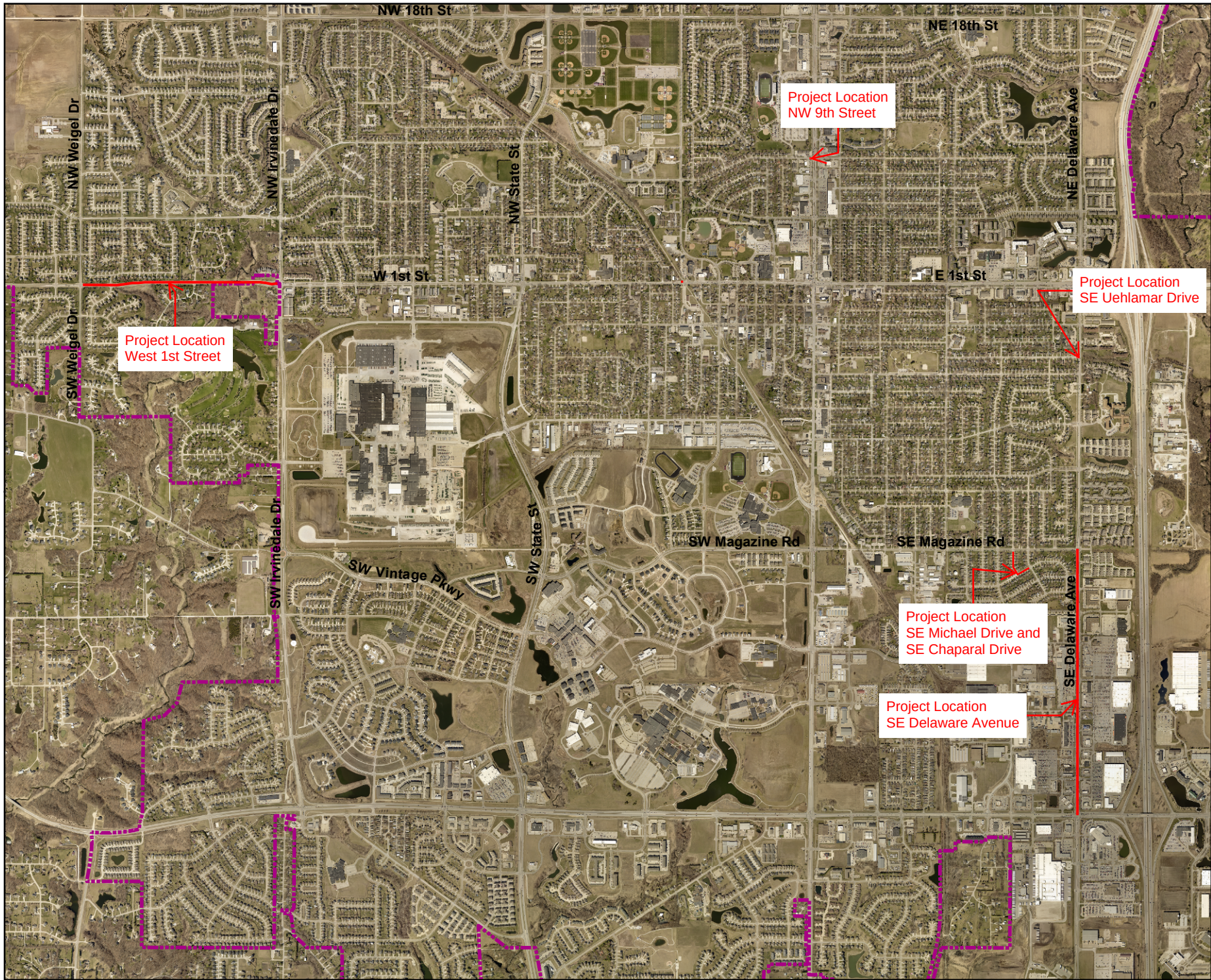
This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

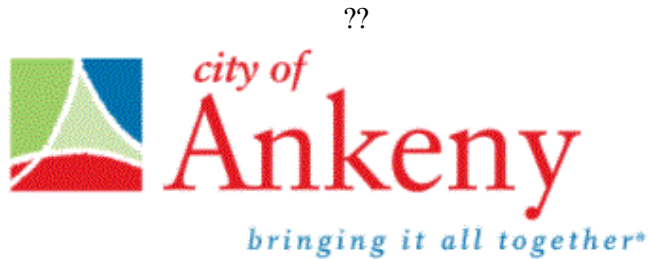
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.



2022 PCC Street Patching Program
Map is for Locational Purposes Only.



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2022-30: Proposed 2022 PCC Reconstruction Program - NW 5th Street

EXECUTIVE SUMMARY:

The 2022 PCC Reconstruction Program – NW 5th Street project includes pavement reconstruction and minor utility improvements along NW 5th Street from just east of NW Greenwood Street to just west of NW Applewood Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,750 SY of 8” PCC Class C-SUD street pavement, along with approximately 600 SY of 7” PCC Class C-SUD intersection handwork, and 275 SY of 6” PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 15, 2022. Three (3) bids were received as follows:

1. Absolute Concrete Construction, Inc. \$ 669,421.50
2. Halbrook Excavating, Inc. \$ 672,000.00
3. Hawkeye Paving Corporation \$ 689,780.00

The Engineer's Estimate for the project was \$ 660,997.50. The bids ranged from approximately 1% to 4% above the estimate. Absolute Concrete Construction, Inc. has completed similar street reconstruction projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2022 PCC Reconstruction Program - NW 5th Street project to Absolute Concrete Construction, Inc. of Slater, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than June 6, 2022 and no later than June 20, 2022. The contractor will have 45 working days to fully complete the overall project.

FISCAL IMPACT: ??No

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$660,997.50).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2022 PCC Reconstruction Program - NW 5th Street project.
3. Receive and file the report of bids received on March 15, 2022.
4. Approve Resolution, making award of construction contract to Absolute Concrete Construction, Inc. of Slater, Iowa.
5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of \$669,421.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 21, 2022: The City Council approved a Resolution ordering construction and setting the bid

opening date as March 15, 2022, and setting the public hearing date as March 21, 2022.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents will be held later this spring. Property owners and residents will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-30.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2022-30

5:30 P.M.

MARCH 21, 2022

PROPOSED 2022 RECONSTRUCTION PROGRAM – NW 5TH STREET

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2022 PCC Reconstruction Program – NW 5th Street project. Notice of this hearing was published in the Des Moines Register on the 4th day of March, 2022.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?”

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Mark Mueller, Public Works Director, provide a report to the Council on said project.”

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2022-30.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET

WHEREAS, on the **21st** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 PCC Reconstruction Program - NW 5th Street; and

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

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

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Bid Tabulation																		
2022 PCC Reconstruction Program - NW 5th Street																		
NW 5th Street from just east of NW Greenwood Street to just west of NW Applewood Street																		
March 15, 2022																		
Item No.	SUDAS No.	Item	Unit	Engineer's Estimate			Absolute Concrete Construction			Halbrook Excavating			Hawkeye Paving Corporation			Total	Unit Price	Total Price
				Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price			
		EARTHWORK																
2.01	2010-D-2	Topsoil, Compost-amended	CY	240	\$75.00	\$18,000.00	240	\$67.00	\$16,080.00	240	\$67.00	\$16,080.00	240	\$90.00	\$21,600.00	240		\$0.00
2.02	2010-E	Excavation, Class 10	CY	665	\$30.00	\$19,950.00	665	\$28.00	\$18,620.00	665	\$28.00	\$18,620.00	665	\$20.00	\$13,300.00	665		\$0.00
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	3,985	\$5.00	\$19,925.00	3,985	\$4.00	\$15,940.00	3985	\$4.00	\$15,940.00	3985	\$3.00	\$11,955.00	3,985		\$0.00
2.04	2010-I	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,985	\$15.00	\$59,775.00	3,985	\$15.00	\$59,775.00	3985	\$15.00	\$59,775.00	3985	\$16.00	\$63,760.00	3,985		\$0.00
2.05	2010-L	Compaction Testing	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$3,000.00	\$3,000.00	1	\$2,000.00	\$2,000.00	1		\$0.00
		SEWERS AND DRAINS																
4.01	4040-A	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,600	\$30.00	\$48,000.00	1,600	\$37.00	\$59,200.00	1600	\$37.00	\$59,200.00	1600	\$34.00	\$54,400.00	1,600		\$0.00
4.02	4040-C	Subdrain Cleanout, Type B, 24" Diameter	EA	4	\$2,000.00	\$8,000.00	4	\$1,500.00	\$6,000.00	4	\$1,500.00	\$6,000.00	4	\$2,000.00	\$8,000.00	4		\$0.00
4.03	4040-D	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	\$500.00	\$5,000.00	10	\$600.00	\$6,000.00	10	\$600.00	\$6,000.00	10	\$700.00	\$7,000.00	10		\$0.00
4.04	4040-999-A	Reconnection of Storm Sewer Services	EA	6	\$500.00	\$3,000.00	6	\$700.00	\$4,200.00	6	\$700.00	\$4,200.00	6	\$500.00	\$3,000.00	6		\$0.00
4.05	4040-999-B	Removal of Subdrain, Any Type, Any Size	LF	360	\$10.00	\$3,600.00	360	\$11.00	\$3,960.00	360	\$11.00	\$3,960.00	360	\$7.00	\$2,520.00	360		\$0.00
4.06	4040-999-C	Removal of Subdrain Cleanout	EA	4	\$250.00	\$1,000.00	4	\$475.00	\$1,900.00	4	\$475.00	\$1,900.00	4	\$200.00	\$800.00	4		\$0.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	3	\$2,000.00	\$6,000.00	3	\$1,900.00	\$5,700.00	3	\$1,900.00	\$5,700.00	3	\$3,600.00	\$10,800.00	3		\$0.00
6.02	6010-E	Manhole Adjustment, Storm, Minor, Self Level Casting	EA	2	\$2,000.00	\$4,000.00	2	\$2,000.00	\$4,000.00	2	\$2,000.00	\$4,000.00	2	\$2,600.00	\$5,200.00	2		\$0.00
6.03	6010-E	Intake Adjustment, Minor	EA	9	\$1,000.00	\$9,000.00	9	\$1,500.00	\$13,500.00	9	\$1,500.00	\$13,500.00	9	\$2,500.00	\$22,500.00	9		\$0.00
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,765	\$80.00	\$221,200.00	2,765	\$76.50	\$211,522.50	2765	\$ 82.00	\$ 226,730.00	2765	\$ 90.00	\$ 248,850.00	2,765		\$0.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	580	\$70.00	\$40,600.00	580	\$71.25	\$41,325.00	580	\$ 80.00	\$ 46,400.00	580	\$ 85.00	\$ 49,300.00	580		\$0.00
7.03	7010-999-A	Plastic Concrete Testing	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$ 5,500.00	\$ 5,500.00	1	\$ 2,000.00	\$ 2,000.00	1		\$0.00
7.04	7030-A	Removal of Sidewalk	SY	150	\$15.00	\$2,250.00	150	\$15.00	\$2,250.00	150	\$ 15.00	\$ 2,250.00	150	\$ 15.00	\$ 2,250.00	150		\$0.00
7.05	7030-A	Removal of Driveway	SY	265	\$15.00	\$3,975.00	265	\$20.00	\$5,300.00	265	\$ 15.00	\$ 3,975.00	265	\$ 15.00	\$ 3,975.00	265		\$0.00
7.06	7030-E	Sidewalk, PCC, 4" Thick	SY	100	\$60.00	\$6,000.00	100	\$96.50	\$9,650.00	100	\$ 100.00	\$ 10,000.00	100	\$ 100.00	\$ 10,000.00	100		\$0.00
7.07	7030-E	Sidewalk, PCC, 6" Thick	SY	70	\$125.00	\$8,750.00	70	\$137.00	\$9,590.00	70	\$ 140.00	\$ 9,800.00	70	\$ 125.00	\$ 8,750.00	70		\$0.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	96	\$60.00	\$5,760.00	96	\$61.50	\$5,904.00	96	\$ 65.00	\$ 6,240.00	96	\$ 70.00	\$ 6,720.00	96		\$0.00
7.09	7030-H	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	265	\$60.00	\$15,900.00	265	\$87.00	\$23,055.00	265	\$ 100.00	\$ 26,500.00	265	\$ 90.00	\$ 23,850.00	265		\$0.00
7.10	7040-H	Removal of Pavement	SY	3,345	\$12.50	\$41,812.50	3,345	\$10.00	\$33,450.00	3345	\$ 10.00	\$ 33,450.00	3345	\$ 10.00	\$ 33,450.00	3,345		\$0.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	1	\$ 7,700.00	\$ 7,700.00	1	\$ 20,000.00	\$ 20,000.00	1		\$0.00
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$150.00	\$1,500.00	10	\$150.00	\$1,500.00	10	\$ 160.00	\$ 1,600.00	10	\$ 150.00	\$ 1,500.00	10		\$0.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.5	\$2,500.00	\$1,250.00	0.5	\$3,000.00	\$1,500.00	0.5	\$ 3,400.00	\$ 1,700.00	0.5	\$ 2,500.00	\$ 1,250.00	0.5		\$0.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.5	\$1,500.00	\$750.00	0.5	\$1,000.00	\$500.00	0.5	\$ 1,100.00	\$ 550.00	0.5	\$ 500.00	\$ 250.00	0.5		\$0.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1.0	\$3,500.00	\$3,500.00	1.0	\$4,500.00	\$4,500.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,000.00	\$ 3,000.00	1.0		\$0.00
9.04	9040-T-1	Inlet Protection Device, Surface-applied	EA	10	\$250.00	\$2,500.00	10	\$500.00	\$5,000.00	10	\$ 525.00	\$ 5,250.00	10	\$ 200.00	\$ 2,000.00	10		\$0.00
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	10	\$200.00	\$2,000.00	10	\$200.00	\$2,000.00	10	\$ 225.00	\$ 2,250.00	10	\$ 100.00	\$ 1,000.00	10		\$0.00
9.06	9040-T-2	Inlet Protection Device, Maintenance	EA	20	\$50.00	\$1,000.00	20	\$50.00	\$1,000.00	20	\$ 55.00	\$ 1,100.00	20	\$ 20.00	\$ 400.00	20		\$0.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$50,000.00	\$50,000.00	1	\$55,000.00	\$55,000.00	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ 40,000.00	1		\$0.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	\$3,000.00	\$3,000.00	1	\$7,500.00	\$7,500.00	1	\$ 4,030.00	\$ 4,030.00	1	\$ 1,000.00	\$ 1,000.00	1		\$0.00
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	\$5,000.00	\$5,000.00	1	\$7,500.00	\$7,500.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 500.00	\$ 500.00	1		\$0.00
11.04	11,040-999-A	Temporary Pedestrian Ramp	EA	6	\$2,500.00	\$15,000.00	6	\$750.00	\$4,500.00	6	\$ 1,000.00	\$ 6,000.00	6	\$ 400.00	\$ 2,400.00	6		\$0.00
11.05	11,050-A	Concrete Washout, Containers	LS	1	\$4,000.00	\$4,000.00	1	\$2,000.00	\$2,000.00	1	\$ 2,100.00	\$ 2,100.00	1	\$ 500.00	\$ 500.00	1		\$0.00
TOTAL AMOUNT BID =						\$660,997.50			\$669,421.50			\$672,000.00			\$689,780.00			\$0.00



BID LETTING

10:30 A.M.

MARCH 15, 2022

2022 PCC RECONSTRUCTION PROGRAM – NW 5TH STREET

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 PCC Reconstruction Program – NW 5th Street project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost \$660,997.50

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Hawkeye Paving Corp PO Box 849 Bettendorf, IA 52722	\$689,780 ⁰⁰	
2) ✓	Halbrook Excavating 4807 SE Rio Pack Ankeny IA 50023	\$672,000 ⁰⁰	
* 3) ✓	Absolute Concrete PO Box 148 Slater IA 50244	\$669,421 ⁵⁰	
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 21, 2022 at 5:30 P.M.

ATTEST:


Denise L. Hoy, City Clerk


Mark Mueller, Public Works Director

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2022 PCC RECONSTRUCTION
PROGRAM - NW 5TH STREET

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 PCC Reconstruction Program - NW 5th Street, described in the plans and specifications heretofore adopted by this Council on March 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Absolute Concrete** of **Slater, Iowa**

Amount of bid: **\$669,421.50**

Portion of project: All construction work

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET", 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 APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2022 PCC RECONSTRUCTION
PROGRAM - NW 5TH STREET

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 2022 PCC Reconstruction Program - NW 5th Street, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Records Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Absolute Concrete** of **Slater, Iowa**

Amount of bid: **\$669,421.50**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Concrete Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

2022 PCC RECONSTRUCTION PROGRAM – NW 5TH STREET

The 2022 PCC Reconstruction Program – NW 5th Street project includes pavement reconstruction and minor utility improvements along NW 5th Street from just east of NW Greenwood Street to just west of NW Applewood Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,750 SY of 8" PCC Class C-SUD street pavement, along with approximately 600 SY of 7" PCC Class C-SUD intersection handwork, and 275 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Six Hundred Sixty-Nine Thousand Four Hundred Twenty-One and 50/100 DOLLARS (\$ 669,421.50), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **forty-five (45) working days**. Full completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic, and all improvements ready for final acceptance. **A mandatory six-day work week is required and working days will be charged on Saturdays.** Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)

ATTEST:

CONTRACTOR:

Absolute Concrete Construction Inc.

Contractor

By: _____

Signature

Vice President

Title

1000 W. 6th Ave.

Street Address

Slater, IA 50244

City, State, Zip Code

515-497-6140

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 8 6 0 - 6 2 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

State of Iowa)
Story) SS
County))

 JOHN ELI HARTOG
Commission Number 809747
My Commission Expires
03.28.24

State of _____)
) SS
_____ County)

2022 PCC Reconstruction Program – NW 5th Street

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Compost-amended	CY	240	\$67.00	\$16,080.00
2.02	Excavation, Class 10	CY	665	\$28.00	\$18,620.00
2.03	Subgrade Preparation, 6" Depth	SY	3,985	\$4.00	\$15,940.00
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,985	\$15.00	\$59,775.00
2.05	Compaction Testing	LS	1	\$5,000.00	\$5,000.00
	SEWERS AND DRAINS				
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,600	\$37.00	\$59,200.00
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	4	\$1,500.00	\$6,000.00
4.03	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	\$600.00	\$6,000.00
4.04	Reconnection of Storm Sewer Services	EA	6	\$700.00	\$4,200.00
4.05	Removal of Subdrain, Any Type, Any Size	LF	360	\$11.00	\$3,960.00
4.06	Removal of Subdrain Cleanout	EA	4	\$475.00	\$1,900.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	3	\$1,900.00	\$5,700.00
6.02	Manhole Adjustment, Storm, Minor, Self Level Casting	EA	2	\$2,000.00	\$4,000.00
6.03	Intake Adjustment, Minor	EA	9	\$1,500.00	\$13,500.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,765	\$76.50	\$211,522.50
7.02	Pavement, PCC, Class C-SUD, 7" Thick	SY	580	\$71.25	\$41,325.00
7.03	Plastic Concrete Testing	LS	1	\$5,000.00	\$5,000.00
7.04	Removal of Sidewalk	SY	150	\$15.00	\$2,250.00
7.05	Removal of Driveway	SY	265	\$20.00	\$5,300.00

7.06	Sidewalk, PCC, 4" Thick	SY	100	\$96.50	\$9,650.00
7.07	Sidewalk, PCC, 6" Thick	SY	70	\$137.00	\$9,590.00
7.08	Detectable Warnings, Galvanized Steel	SF	96	\$61.50	\$5,904.00
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	265	\$87.00	\$23,055.00
7.10	Removal of Pavement	SY	3,345	\$10.00	\$33,450.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	\$10,000.00	\$10,000.00
8.02	Portable Dynamic Message Sign (PDMS)	CDA Y	10	\$150.00	\$1,500.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.5	\$3,000.00	\$1,500.00
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.5	\$1,000.00	\$500.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	1.0	\$4,500.00	\$4,500.00
9.04	Inlet Protection Device, Surface-applied	EA	10	\$500.00	\$5,000.00
9.05	Inlet Protection Device, Drop-in	EA	10	\$200.00	\$2,000.00
9.06	Inlet Protection Device, Maintenance	EA	20	\$50.00	\$1,000.00
	MISCELLANEOUS				
11.0 1	Mobilization	LS	1	\$55,000.00	\$55,000.00
11.0 2	Maintenance of Postal Service	LS	1	\$7,500.00	\$7,500.00
11.0 3	Maintenance of Solid Waste Collection	LS	1	\$7,500.00	\$7,500.00
11.0 4	Temporary Pedestrian Ramp	EA	6	\$750.00	\$4,500.00
11.0 5	Concrete Washout, Containers	LS	1	\$2,000.00	\$2,000.00

TOTAL CONTRACT AMOUNT =

\$669,421.50

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Six Hundred Sixty-Nine Thousand Four Hundred Twenty-One and 50/100 DOLLARS (\$ 669,421.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 PCC RECONSTRUCTION PROGRAM – NW 5TH STREET

The 2022 PCC Reconstruction Program – NW 5th Street project includes pavement reconstruction and minor utility improvements along NW 5th Street from just east of NW Greenwood Street to just west of NW Applewood Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,750 SY of 8" PCC Class C-SUD street pavement, along with approximately 600 SY of 7" PCC Class C-SUD intersection handwork, and 275 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 21st day of March, 20 22.

Surety Countersigned By:

Abigail R. Mohr
Signature of Agent

Abigail R. Mohr

Printed Name of Agent

Arthur J. Gallagher Risk Management

Company Name

4200 Corporate Drive, Suite 160

Company Address

West Des Moines, IA 50266

City, State, Zip Code

515-309-6200

Company Telephone Number

PRINCIPAL:

Absolute Concrete Construction, Inc.

Contractor

By: [Signature]

Signature

Vice President

Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By: Abigail R. Mohr

Signature Attorney-in-Fact Officer

Abigail R. Mohr

Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.

Company Name

P. O. Box 14498

Company Address

Des Moines, IA 50306

City, State, Zip Code

515-243-8171

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R Mohr; Kent M Rosenberg; Laura Peiffer; Mat DeGroot; Matthew R Fay; Michael L McCoy; Sandy VanOsten

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2021.



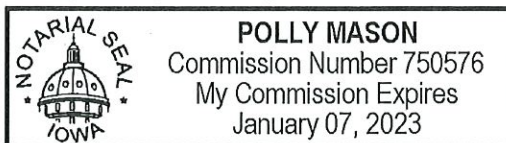
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of April, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of March, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: JoLynda Hayes	
	PHONE (A/C, No, Ext): 515-309-6207 FAX (A/C, No): 515-457-8964	
	E-MAIL ADDRESS: JoLynda_Hayes@ajg.com	
INSURED Absolute Concrete Construction, Inc. PO Box 148 Slater, IA 50244	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: BITCO General Insurance Corporation	20095
	INSURER B: Ironshore Specialty Insurance Co	25445
	INSURER C: Cincinnati Casualty Company	28665
	INSURER D: BITCO National Insurance Company	20109
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 131249222

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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CLP3705237	5/3/2021	5/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CAP3705235	5/3/2021	5/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CUP2819166	5/3/2021	5/3/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3705238	5/3/2021	5/3/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D C B	Leased/Rented Equip Excess Umbrella Pollution Liability			CLP3705237 EXS0534746 ICELLUW00107934	5/3/2021 5/3/2021 5/3/2021	5/3/2022 5/3/2022 5/3/2022	Ded \$1,000 Limit Limit/Agg:\$1M/\$2M \$1,000,000 \$8,000,000 Retention \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET PROJECT

The City of Ankeny is an additional insured on a primary and non contributory basis when required by written contract on the General Liability and Auto Liability policies. There is a Waiver of Subrogation in favor of The City of Ankeny when required by written contract on the General Liability, Auto Liability and Workers Compensation policies.

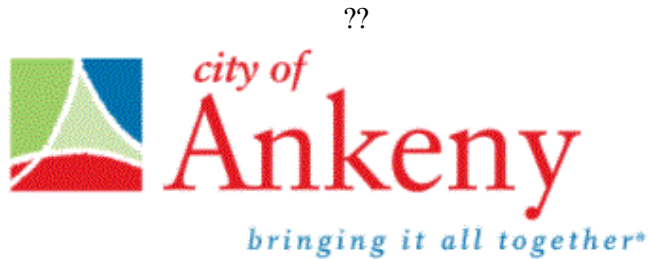
CERTIFICATE HOLDER

CANCELLATION

City of Ankeny 410 W 1st St Ankeny IA 50023	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-31::

Proposed NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive - Special Assessment Project

Public Hearing on Resolution of Necessity

EXECUTIVE SUMMARY:

The action before the City Council is to hold a public hearing to allow affected property owners the opportunity to present their views regarding the proposed Resolution of Necessity for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive. Further action includes consideration of a resolution adopting the Resolution of Necessity for the special assessments and consideration of a resolution directing preparation of detailed plans and specifications, form of contract and notice to bidders.

The limits of the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive begin just east of Interstate 35 and proceed east approximately 2,600 feet to east of the NE Four Mile Drive intersection. The project includes approximately 1,000 feet of improvements on NE Four Mile Drive. The reconstruction project will include the expansion of the 2-lane rural roadway to a 4-lane, divided urban roadway for NE 36th Street. Construction work includes roadway grading, subgrade treatment/preparation, modified subbase, storm sewer, longitudinal subdrain, a sanitary sewer crossing, a water main crossing, four-lane Portland Cement Concrete (PCC) paving with median, curb and gutter, sidewalk, erosion control, seeding, street lighting, and access improvements.

A portion of the project will be funded through special assessments. The assessable roadway improvement items include excavation, PCC street pavement, modified subbase, subgrade preparation, longitudinal subdrains, sidewalks, erosion control, seeding, street lighting and pavement markings.

All (100%) of the assessable improvement costs from the beginning of the project to the proposed NE Spectrum Drive will be assessed to the properties with frontage on NE 36th Street because the improvements are needed to support the traffic capacity, safety, and operational needs of an approved commercial development project in that area. From the proposed NE Spectrum Drive to the west edge of NE Four Mile Drive, one-half (50%) of the assessable improvement costs will be assessed to the properties with frontage on NE 36th Street because some of the improvements are intended to accommodate future traffic needs associated with future development in the area. One-quarter (25%) of the assessable improvement costs on NE Four Mile Drive will be assessed to the properties with frontage on NE 36th Street because the improvements to this roadway provide only a partial benefit to the properties within the assessment district boundary. The improvement costs on County NE 110th Avenue (NE 36th Street), east of NE Four Mile Drive, are not included in the assessable portion of the project.

The methodology used for this special assessment project is the same methodology used on the City's 2021 NW 18th Street Extension, 2019 SE Creekview Drive Roadway Improvements, and 2014 NW 36th Street Improvements Projects.

The requested actions of the City Council will allow completion of the project in accordance with the following proposed schedule:

1. Public Hearing on Resolution of Necessity, 5:30 p.m.: March 21, 2022

at Ankeny Kirkendall Public Library in City Council Chambers

2. Project Letting: April 12, 2022

3. Construction Contract Award: April 18, 2022

4. Construction: Spring to Fall 2022

FISCAL IMPACT: ??Yes

The NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive is included in the City's current CIP with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following actions:

1. Adopt Resolution with respect to the adoption of the Resolution of Necessity proposed for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.

2. Adopt Resolution directing preparation of detailed plans, specifications, form of contract and notice to bidders for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 21, 2022: The City Council authorized setting the date for the Public Hearing on the Resolution of Necessity as March 21, 2022.

PUBLIC OUTREACH EFFORTS:

Since the fall of 2021, City staff has coordinated with affected property owners on several occasions to answer questions about the proposed project and special assessments.

On February 28, 2022, the Notice to Property Owners regarding the Public Hearing on the Resolution of Necessity and the preliminary assessment information for applicable parcel(s) were mailed to affected property owners.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-31.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Preliminary Assessment Plat and Schedule
 RES - resolution of necessity
 RES - directing prep of detailed plans



PUBLIC HEARING 2022-31

5:30 P.M.

MARCH 21, 2022

NE 36TH STREET RECONSTRUCTION PROJECT – INTERSTATE 35 TO NE FOUR MILE DRIVE

Mayor:

This is the time and place for a public hearing on the matter of the **RESOLUTION OF NECESSITY, AS PROPOSED for the NE 36th Street Reconstruction Project – Interstate 35 to NE Four Mile Drive.**

Notice of this hearing was published in the Des Moines Register on the 4th day of March, 2022 and on the 11th day of March, 2022 and notices were mailed to affected property owners.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

“I would like to request, at this time, Mark Mueller, Public Works Director, provide a report to the Council on this public improvement project.”

After report from city staff:

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

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

☐ Consider **MOTION** to close public hearing PH 2022-31.

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

PRELIMINARY ASSESSMENT PLAT & SCHEDULE

FOR

**NE 36TH STREET RECONSTRUCTION
I-35 TO NE FOUR MILE DRIVE
ANKENY, IA**

Prepared for:



Prepared by:



PRELIMINARY ASSESSMENT PLAT & SCHEDULE

FOR

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

Prepared by:

HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA 50131
Project No. 210360

	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.  _____ JASON A. LASTOVICA, P.E. License No. 19543 My renewal date is December 31, 2022 Pages or sheets covered by this seal: 1/15 - 15/15 Date: <u>02/14/2022</u>
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ASSESSMENT BENEFIT AREA AND METHODOLOGY

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

This improvement project involves construction on NE 36th Street commencing just east of Interstate 35 (I-35) and proceeding east approximately 2,000 feet to the NE Four Mile Drive intersection. The improvement project includes construction of NE Four Mile Drive from NE 36th Street north approximately 600 feet and from NE 36th Street south approximately 400 feet. The improvement project also includes construction of Polk County NE 110th Avenue from the NE Four Mile Drive intersection east approximately 500 feet.

The improvements on NE 36th Street, NE Four Mile Drive, and NE 110th Avenue will include grading, subgrade preparation, modified subbase, storm sewer, longitudinal subdrain, sanitary sewer, water main, PCC paving with curb and gutter, turn lanes, medians, sidewalk, erosion control, seeding, and street lighting. Refer to Engineer's Opinion of Probable Project Costs on pages 10 through 12.

The total project costs include construction of those items listed above plus engineering, surveying, construction administration and observation, bond counsel fees and expenses, as well as assessment document preparation and assistance.

METHOD OF ASSESSMENT AND BENEFITS

The assessable portion of the project is based on the construction of 100% of the roadway improvements on NE 36th Street from the west limits of the project to Station 95+46.95, just east of NE Spectrum Drive and designated as Area "A"; plus 50% of the roadway improvements on NE 36th Street from Station 95+46.95 to Station 105+22.12, the western edge of NE Four Mile Drive and designated as Area "B"; plus 25% of the roadway improvements on NE Four Mile Drive and designated as Area "C". Construction of the improvements on Polk County NE 110th Avenue, from Station 105+63.27, the eastern edge of NE Four Mile Drive, to Station 110+00.00 are not included in the assessable portion of the project.

The assessable roadway improvements within Area "A" are within a proposed right-of-way width varying from west to east at a maximum of 200 feet to a minimum of 131 feet. NE 36th Street right-of-way for Area "B" is a typical width of 131 feet from NE Spectrum Drive to a variable width transition from Station 99+70.54 to Station 101+20.54. The right-of-way is a typical width of 119 feet from Station 101+20.54 to NE Four Mile Drive. The typical right-of-way width for NE Four Mile Drive within Area "C" is 100 feet north of NE 36th Street and 66 feet south of NE 36th Street.

The improvements in Area "A" are being assessed at 100% because the improvements are needed to accommodate current traffic needs associated with an approved commercial development project. The improvements in Area "A" support the traffic capacity, safety, and operational needs of current development in that area. The properties within the assessment district will benefit from this development and the corresponding improvements to NE 36th Street within Area "A".

The improvements in Area "B" are being assessed at 50% because some of the improvements are intended to accommodate future traffic needs associated with future development in the area, rather than current needs. 50% of the costs of these improvements are allocated as general benefits to the community at large and are not being assessed to the properties within the assessment district boundary.

The improvements in Area "C" are being assessed at 25% because NE Four Mile Drive improvements only provide a partial benefit to the properties within the assessment district boundary. 75% of the costs of these improvements are allocated as general benefits to the community at large and are not being assessed to the properties within the assessment district boundary.

The assessable roadway improvement items include excavation, PCC street pavement, modified subbase immediately below the pavement plus three feet to each side, subgrade preparation immediately below the modified subbase, and longitudinal subdrains. It also includes sidewalks, driveways, erosion control, seeding, street lighting, pavement markings, and a 10% contingency.

The Assessable Project Costs include construction of these items plus assessment plats and schedule preparation, engineering, surveying, construction plans and observation, bond counsel fees and expenses and publication expenses.

All properties within the City limits that are adjacent to the improvements, to a distance of the lesser of 300 feet from the improvements or half the distance to the next street, receive a special benefit. Public right-of-way is excluded from the assessable property, as it has been established for the common good of all.

Benefits the properties will receive include, but are not limited to, the increased value of the property due to the properties' proximity to the project, improved traffic mobility, improved traffic safety, improved traffic access, improved emergency vehicle access, improved street lighting, improved pedestrian and bicycle access, improved utility corridor access, and improved drainage through the construction of storm sewers, curbs and gutters to convey storm water run-off. The driveway assessment is based on the area, in square yards, of PCC driveway that is being constructed to serve each individual parcel that has an existing driveway.

The total assessable costs are spread among the properties on the basis of the special benefits conferred on those properties by the improvements. The benefit received by each property, and the subsequent assessment cost that is spread to the properties, is based on a pro-rated share of the total assessable costs of the improvements. Said pro-rated amount is determined based on a benefit / point method, which is based on the Flint Formula. The points are established as assessment distribution units with the percentage of the assessment per square foot of the property decreasing in 50 foot increments to a maximum depth of 300 feet. The assessment will be spread throughout the depth of the assessment district. The assessment distribution units for Parcel 8 and Parcel 9 are based on their frontage along NE 36th Street only. The following table describes the benefit point method.

City of Ankeny – Assessment Benefit / Point Method	
From 0' to 50'	One point per square foot
From 50' to 100'	Declines to 0.5 points per square foot
From 100' to 150'	Declines to 0.25 points per square foot
From 150' to 200'	Declines to 0.125 points per square foot
From 200' to 250'	Declines to 0.0625 points per square foot
From 250' to 300'	Declines to 0.03125 points per square foot

The preliminary assessment is equal to the lesser of the parcel assessment or 25% of the City Council valuation of the property. The Council valuation of the properties is based on the total property valuation as determined by the appraisal reports ordered by the City. If the total assessment cost exceeds the 25% limit, the deficient amount is initially absorbed by the City. In accordance with Iowa Code Section 384.63, if a private improvement is constructed on the lot during the period of amortization, the Council may assess a pro rata portion of the deficiency to the lot.

The preliminary assessment amount for each individual parcel, including any conditional deficiency assessments, represents the maximum amount that can be assessed to that same parcel on the final assessment schedule, which will be prepared after the roadway improvements are completed and accepted by the City.

DESCRIPTION OF ASSESSMENT AREA

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

ASSESSMENT AREA BOUNDARY DESCRIPTION

THOSE PARTS OF LOTS 2 & 3, STREET LOTS C, D, & H, AND OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF STREET LOT "A", ALBAUGH ESTATES, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 06, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SPECTRUM 36 PLAT 1; THENCE NORTH 07 DEGREES 52 MINUTES 47 SECONDS WEST, A DISTANCE OF 307.42 FEET; THENCE SOUTH 85 DEGREES 16 MINUTES 01 SECOND EAST, A DISTANCE OF 571.56 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 65.15 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.94 FEET; THENCE SOUTH 88 DEGREES 01 MINUTE 05 SECONDS EAST, A DISTANCE OF 157.26 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 630.29 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.12 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 362.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 204.16 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 566.37 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 398.81 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 41.73 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 385.17 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 150.12 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 442.82 FEET; THENCE SOUTH 40 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.54 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 166.51 FEET; THENCE NORTH 38 DEGREES 53 MINUTES 21 SECONDS

WEST, A DISTANCE OF 6.48 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 462.70 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.38 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 377.15 FEET; THENCE NORTH 13 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.92 FEET; THENCE NORTH 03 DEGREES 04 MINUTES 11 SECONDS EAST, A DISTANCE OF 199.42 FEET, TO THE POINT OF BEGINNING.

CONTAINS 34.772 ACRES (1,514,686 SQ. FT.) MORE OR LESS.

Assessable Project Costs
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
Ankeny, IA
February 14, 2022

Item No.	SUDAS Number	Item	Unit	Unit Price	Assessable Quantities & Price	
					Quantity	Total Price
	DIVISION 2	EARTHWORK				\$ 407,337.00
2.01	2010-C	Clearing and Grubbing	LS	\$ 10,000.00	0.65	\$ 6,500.00
2.02	2010-D-1	Topsoil, On-Site	CY	\$ 20.00	1964.50	\$ 39,290.00
2.03	2010-D-3	Topsoil, Off-Site	CY	\$ 30.00	598.25	\$ 17,947.50
2.04	2010-E	Excavation, Class 10, Roadway and Borrow	CY	\$ 10.00	7022.75	\$ 70,227.50
2.05	2010-E	Excavation, Class 10, Waste	CY	\$ 10.00	3494.00	\$ 34,940.00
2.06	2010-G	Subgrade Preparation, 12"	SY	\$ 4.00	14870.25	\$ 59,481.00
2.07	2010-I	Subbase, Modified, 6"	SY	\$ 12.00	14454.25	\$ 173,451.00
2.10	2010-L	Compaction Testing	LS	\$ 5,000.00	0.50	\$ 2,500.00
2.11	2010-999-A	Below Grade Excavation (Core Out)	CY	\$ 40.00	75.00	\$ 3,000.00
	DIVISION 4	SEWERS AND DRAINS				\$ 63,950.00
4.16	4040-A	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	\$ 20.00	2767.50	\$ 55,350.00
4.17	4040-D	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	\$ 800.00	1.50	\$ 1,200.00
4.18	4040-D	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	\$ 400.00	18.50	\$ 7,400.00
	DIVISION 7	STREETS AND RELATED WORK				\$ 1,141,433.75
7.01	7010-A	Pavement, PCC Class C-SUD, 9"	SY	\$ 80.00	12595.25	\$ 1,007,620.00
7.02	7010-E	Curb and Gutter, 3.0', 9"	LF	\$ 60.00	227.00	\$ 13,620.00
7.03	7010-G	Concrete Median, 6"	SY	\$ 100.00	184.00	\$ 18,400.00
7.04	7010-999-A	Granular Shoulder, Type A, 4"	TON	\$ 50.00	20.50	\$ 1,025.00
7.07	7030-E	Sidewalk, PCC, 4"	SY	\$ 50.00	524.00	\$ 26,200.00
7.08	7030-E	Sidewalk, PCC, 5"	SY	\$ 60.00	299.00	\$ 17,940.00
7.09	7030-E	Sidewalk, PCC, 6"	SY	\$ 70.00	176.00	\$ 12,320.00
7.10	7030-G	Detectable Warning, Cast Iron	SF	\$ 65.00	206.75	\$ 13,438.75
7.11	7030-H-1	Driveway, Paved, PCC, 7"	SY	\$ 70.00	441.00	\$ 30,870.00
	DIVISION 8	TRAFFIC CONTROL				\$ 51,798.31
8.02	8020-C	Painted Pavement Markings, Durable	STA	\$ 100.00	73.05	\$ 7,304.75
8.03	8020-G	Painted Symbols and Legends, Durable	EA	\$ 250.00	14.00	\$ 3,500.00
8.04	8020-J	Raised Pavement Markers	EA	\$ 10.00	126.50	\$ 1,265.00
8.05	8020-M	Grooves Cut for Pavement Markings	STA	\$ 75.00	73.05	\$ 5,478.56
8.06	8020-N	Grooves Cut for Symbols and Legends	EA	\$ 125.00	14.00	\$ 1,750.00
8.07	8030-A	Temporary Traffic Control	LS	\$ 50,000.00	0.65	\$ 32,500.00
	DIVISION 9	SITE WORK AND LANDSCAPING				\$ 48,828.25
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	\$ 500.00	3.63	\$ 1,812.50
9.02	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	\$ 2,500.00	2.38	\$ 5,937.50
9.03	9010-B	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	\$ 3,500.00	2.38	\$ 8,312.50
9.04	9040-D-1	Filter Sock, 9" Dia.	LF	\$ 2.00	6739.50	\$ 13,479.00
9.05	9040-D-1	Filter Sock, 12" Dia.	LF	\$ 4.00	107.00	\$ 428.00
9.06	9040-D-2	Filter Sock, Removal	LF	\$ 0.50	6846.50	\$ 3,423.25
9.09	9040-N-1	Silt Fence or Silt Fence Ditch Check	LF	\$ 2.00	687.00	\$ 1,374.00
9.10	9040-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	\$ 1.00	687.00	\$ 687.00
9.11	9040-N-3	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	\$ 1.00	687.00	\$ 687.00
9.12	9040-Q-1	Erosion Control Mulching, Conventional	AC	\$ 3,500.00	3.63	\$ 12,687.50
	DIVISION 11	MISCELLANEOUS				\$ 156,000.00
11.01	11020-A	Mobilization	LS	\$ 250,000.00	0.60	\$ 150,000.00
11.03	11050-A	Concrete Washout	LS	\$ 10,000.00	0.60	\$ 6,000.00

Estimated Subtotal Construction Costs =	\$ 1,869,347.31
Contingency (10%) =	\$ 186,934.73
Estimated Total Construction Costs =	\$ 2,056,282.04

DRIVEWAY IMPROVEMENTS: TOTAL ASSESSABLE COSTS =	\$ 30,870.00
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Roadway Improvements Construction Costs =	\$ 1,838,477.31
Contingency (10%) =	\$ 186,934.73
Estimated Professional Services =	\$ 328,542.00
Estimated Bond Counsel Fees and Expenses and Publication Expenses =	\$ 12,500.00
Estimated Assessment Documentation Preparation and Assistance =	\$ 45,000.00
Estimated Street Lighting Costs =	\$ 200,000.00
ROADWAY IMPROVEMENTS: TOTAL ASSESSABLE COSTS =	\$ 2,611,454.04

TOTAL ASSESSABLE COSTS =	\$ 2,642,324.04
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PRELIMINARY ASSESSMENT SCHEDULE
NE 36TH STREET RECONSTRUCTION
I-35 TO NE FOUR MILE DRIVE
ANKENY, IA
FEBRUARY 14, 2022

PARCEL NO.	POLK COUNTY PARCEL ID	OWNER(S) OF RECORDS	MAILING ADDRESS OF TITLE HOLDER	LEGAL DESCRIPTION	ZONE	CLASS	PARCEL AREA (SF)	PARCEL VALUATION	PARCEL FRONTAGE (LF)	PCC DRIVEWAY (SY)	DRIVEWAY IMPROVEMENTS ASSESSABLE COSTS	% COSTS OF ROADWAY IMPROVEMENTS FROM DISTRIBUTION OF POINTS (1)	ROADWAY IMPROVEMENTS ASSESSABLE COSTS (2)	TOTAL ASSESSABLE COSTS (3)	25% OF PARCEL VALUATION	DEFICIENCY (4)	TOTAL MAXIMUM PRELIMINARY ASSESSMENT (5)	% OF TOTAL PROJECT COSTS (6)	NOTES
1	8023-06-451-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	SEE EXHIBIT A	PUD	AG	223,682	\$ 648,677.80	408.74		\$ -	11.47%	\$ 299,616.24	\$ 299,616.24	\$ 162,169.45	\$ 137,446.79	\$ 162,169.45	2.55%	(A) (B) (C)
2	181/00001-002-134	DRA PROPERTIES LC	DRA PROPERTIES LC 1515 NE 36TH ST ANKENY, IA 50021	SEE EXHIBIT A	PUD	AG	1,908,138	\$ 10,113,131.40	303.97	83	\$ 5,810.00	8.83%	\$ 230,675.36	\$ 236,485.36	\$ 2,528,282.85	\$ -	\$ 236,485.36	3.72%	(A)
3	181/00001-002-125	TODD'S FLYING SERV INC	TODDS FLYING SERVICE INC 2145 NE 36TH ST ANKENY, IA 50021-6858	SEE EXHIBIT A	PUD	COM	79,232	\$ 792,320.00	347.43	85	\$ 5,950.00	9.27%	\$ 242,151.06	\$ 248,101.06	\$ 198,080.00	\$ 50,021.06	\$ 198,080.00	3.12%	(B)
4	181/00001-002-124	TODD'S FLYING SERV INC	TODDS FLYING SERVICE INC 2145 NE 36TH ST ANKENY, IA 50021-6858	SEE EXHIBIT A	PUD	COM	348,436	\$ 2,611,840.00	503.00		\$ -	0.42%	\$ 10,985.59	\$ 10,985.59	\$ 652,960.00	\$ -	\$ 10,985.59	0.17%	
5	181/00001-002-122	EDNA M TODD	EDNA M TODD 2225 NE 36TH ST ANKENY, IA 50021-6859	SEE EXHIBIT A	PUD	RES	34,934	\$ 384,274.00	155.57	146	\$ 10,220.00	4.14%	\$ 108,232.59	\$ 118,452.59	\$ 96,068.50	\$ 22,384.09	\$ 96,068.50	1.51%	(B)
6	8023-06-477-001 8023-06-477-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	SEE EXHIBIT A	PUD	AG	155,608	\$ 451,263.20	325.95		\$ -	8.52%	\$ 222,544.89	\$ 222,544.89	\$ 112,815.80	\$ 109,729.09	\$ 112,815.80	1.78%	(A) (B) (C)
7	181/00001-002-123	OTTER CREEK LAND & CATTLE LC	OTTER CREEK LAND & CATTLE LC 103 LYNWOOD DR HUXLEY, IA 50124-9401	SEE EXHIBIT A	PUD	AG	2,139,067	\$ 10,909,241.70	501.91		\$ -	13.81%	\$ 360,618.23	\$ 360,618.23	\$ 2,727,310.43	\$ -	\$ 360,618.23	5.68%	(A)
8	8023-06-476-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	SEE EXHIBIT A	PUD	AG	1,828,746	\$ 5,303,363.40	1003.20	127	\$ 8,890.00	27.06%	\$ 706,613.93	\$ 715,503.93	\$ 1,325,840.85	\$ -	\$ 715,503.93	11.27%	(A) (C)
9	181/00001-002-121	NDA FARMS LLC	NDA FARMS LLC 2296 W 138TH ST N COLFAX, IA 50054-7656	SEE EXHIBIT A	PUD	AG	1,420,206	\$ 7,243,050.60	610.46		\$ -	16.47%	\$ 430,016.15	\$ 430,016.15	\$ 1,810,762.65	\$ -	\$ 430,016.15	6.77%	(A)
TOTALS										441	\$ 30,870.00	100.00%	\$ 2,611,454.04	\$ 2,642,324.04		\$ 319,581.03	\$ 2,322,743.01	36.58%	

(1) % COSTS OF ROADWAY IMPROVEMENTS = PARCEL ASSESSMENT POINTS / TOTAL PARCEL ASSESSMENT POINTS
(2) ROADWAY IMPROVEMENTS ASSESSABLE COSTS = % COSTS OF ROADWAY IMPROVEMENTS X TOTAL ROADWAY IMPROVEMENTS ASSESSABLE COSTS
(3) TOTAL ASSESSABLE COSTS = DRIVEWAY IMPROVEMENTS ASSESSABLE COSTS + ROADWAY IMPROVEMENTS ASSESSABLE COSTS
(4) DEFICIENCY = TOTAL ASSESSABLE COSTS - 25% OF PARCEL VALUATION
(5) TOTAL MAXIMUM PRELIMINARY ASSESSMENT = TOTAL ASSESSABLE COSTS - DEFICIENCY
(6) % TOTAL PROJECT COSTS = TOTAL MAXIMUM PRELIMINARY ASSESSMENT / TOTAL PROJECT COSTS

ESTIMATED TOTAL PROJECT COSTS	\$	6,349,645.85
TOTAL AMOUNT OF PROJECT ASSESSMENT FUNDING	\$	2,322,743.01
TOTAL PERCENTAGE OF ASSESSMENT FUNDING		36.58%
TOTAL AMOUNT OF CITY FUNDING	\$	4,026,902.84
TOTAL PERCENTAGE OF CITY FUNDING		63.42%

(A) PARCELS CLASSIFIED AS "AG" BY POLK COUNTY ASSESSOR MAY REQUEST AGRICULTURAL DEFERRAL OF ASSESSMENT, MEANING THAT ANNUAL SPECIAL ASSESSMENT PAYMENTS DO NOT NEED TO BE MADE UNLESS AND UNTIL THE PROPERTY IS DEVELOPED. CHANGE OF CLASSIFICATION OF USE FROM "AG" WOULD ALLOW ASSESSMENT RECOVERY OVER THE REMAINDER OF THE LIFE OF THE ASSESSMENT DISTRICT.

(B) WHEN A PRIVATE IMPROVEMENT IS CONSTRUCTED ON A LOT SUBJECT TO A DEFICIENCY, DURING THE PERIOD OF AMORTIZATION, THE CITY COUNCIL SHALL, BY RESOLUTION, ASSESS A PRO RATA PORTION OF THE DEFICIENCY ON THAT LOT, IN THE SAME PROPORTION TO THE TOTAL DEFICIENCY ON THAT LOT AS THE NUMBER OF FUTURE INSTALLMENTS OF SPECIAL ASSESSMENT REMAINING TO BE PAID IS TO THE TOTAL NUMBER OF INSTALLMENTS OF ASSESSMENTS FOR THE PROJECT, SUBJECT TO THE TWENTY-FIVE PERCENT LIMITATION OF IOWA CODE SECTION 384.62.

(C) PARCEL WAS PLATTED IN JANUARY 2022 WITH SPECTRUM 36 PLAT 1, SO ONLY A GEOPARCEL NUMBER WAS AVAILABLE. THE DISTRICT PARCEL NUMBER WILL BE USED IN THE FINAL ASSESSMENT SCHEDULE.

Engineer's Opinion of Probable Project Costs
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
Ankeny, IA
February 14, 2022

Item No.	SUDAS Number	Item	Unit	Unit Price	Division 1 Assessable Quantities & Price		Division 2 Non-Assessable Quantities & Price		Project Quantities & Price	
					Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
	DIVISION 2	EARTHWORK				\$ 407,337.00		\$ 346,425.00		\$ 753,762.00
2.01	2010-C	Clearing and Grubbing	LS	\$ 10,000.00	0.65	\$ 6,500.00	0.35	\$ 3,500.00	1.00	\$ 10,000.00
2.02	2010-D-1	Topsoil, On-Site	CY	\$ 20.00	1964.50	\$ 39,290.00	1345.50	\$ 26,910.00	3310.00	\$ 66,200.00
2.03	2010-D-3	Topsoil, Off-Site	CY	\$ 30.00	598.25	\$ 17,947.50	1016.75	\$ 30,502.50	1615.00	\$ 48,450.00
2.04	2010-E	Excavation, Class 10, Roadway and Borrow	CY	\$ 10.00	7022.75	\$ 70,227.50	9743.25	\$ 97,432.50	16766.00	\$ 167,660.00
2.05	2010-E	Excavation, Class 10, Waste	CY	\$ 10.00	3494.00	\$ 34,940.00	0.00	\$ -	3494.00	\$ 34,940.00
2.06	2010-G	Subgrade Preparation, 12"	SY	\$ 4.00	14870.25	\$ 59,481.00	9863.75	\$ 39,455.00	24734.00	\$ 98,936.00
2.07	2010-I	Subbase, Modified, 6"	SY	\$ 12.00	14454.25	\$ 173,451.00	9863.75	\$ 118,365.00	24318.00	\$ 291,816.00
2.08	2010-I	Subbase, Modified, Asphalt Millings, 3"	SY	\$ 20.00	0.00	\$ -	513.00	\$ 10,260.00	513.00	\$ 10,260.00
2.09	2010-J-2-c	Removal of Known Pipe Culvert	LF	\$ 50.00	0.00	\$ -	252.00	\$ 12,600.00	252.00	\$ 12,600.00
2.10	2010-L	Compaction Testing	LS	\$ 5,000.00	0.50	\$ 2,500.00	0.50	\$ 2,500.00	1.00	\$ 5,000.00
2.11	2010-999-A	Below Grade Excavation (Core Out)	CY	\$ 40.00	75.00	\$ 3,000.00	25.00	\$ 1,000.00	100.00	\$ 4,000.00
2.12	2999-A	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	\$ 30.00	0.00	\$ -	130.00	\$ 3,900.00	130.00	\$ 3,900.00
	DIVISION 3	TRENCH EXCAVATION AND BACKFILL				\$ -		\$ 5,000.00		\$ 5,000.00
3.01	3010-F	Trench Compaction Testing	LS	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
	DIVISION 4	SEWERS AND DRAINS				\$ 63,950.00		\$ 566,565.00		\$ 630,515.00
4.01	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	\$ 175.00	0.00	\$ -	161.00	\$ 28,175.00	161.00	\$ 28,175.00
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	\$ 125.00	0.00	\$ -	618.00	\$ 77,250.00	618.00	\$ 77,250.00
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	\$ 150.00	0.00	\$ -	527.00	\$ 79,050.00	527.00	\$ 79,050.00
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	\$ 175.00	0.00	\$ -	685.00	\$ 119,875.00	685.00	\$ 119,875.00
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	\$ 215.00	0.00	\$ -	346.00	\$ 74,390.00	346.00	\$ 74,390.00
4.06	4020-D	Removal of Storm Sewer, Less Than or Equal to 36" Dia.	LF	\$ 35.00	0.00	\$ -	153.00	\$ 5,355.00	153.00	\$ 5,355.00
4.07	4030-A-1	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24"	LF	\$ 175.00	0.00	\$ -	166.00	\$ 29,050.00	166.00	\$ 29,050.00
4.08	4030-A-1	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 27"	LF	\$ 300.00	0.00	\$ -	188.00	\$ 56,400.00	188.00	\$ 56,400.00
4.09	4030-B	Pipe Apron, RCP, 24" Dia.	EA	\$ 2,250.00	0.00	\$ -	4.00	\$ 9,000.00	4.00	\$ 9,000.00
4.10	4030-B	Pipe Apron, RCP, 30" Dia.	EA	\$ 2,250.00	0.00	\$ -	1.00	\$ 2,250.00	1.00	\$ 2,250.00
4.11	4030-B	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	\$ 3,000.00	0.00	\$ -	4.00	\$ 12,000.00	4.00	\$ 12,000.00
4.12	4030-C	Footing for Concrete Apron, RCP, 24" Dia.	EA	\$ 500.00	0.00	\$ -	4.00	\$ 2,000.00	4.00	\$ 2,000.00
4.13	4030-C	Footing for Concrete Apron, RCP, 30" Dia.	EA	\$ 500.00	0.00	\$ -	1.00	\$ 500.00	1.00	\$ 500.00
4.14	4030-C	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	\$ 500.00	0.00	\$ -	4.00	\$ 2,000.00	4.00	\$ 2,000.00
4.15	4030-D	Pipe Apron Guard	EA	\$ 1,500.00	0.00	\$ -	7.00	\$ 10,500.00	7.00	\$ 10,500.00
4.16	4040-A	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	\$ 20.00	2767.50	\$ 55,350.00	2208.50	\$ 44,170.00	4976.00	\$ 99,520.00
4.17	4040-D	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	\$ 800.00	1.50	\$ 1,200.00	9.50	\$ 7,600.00	11.00	\$ 8,800.00
4.18	4040-D	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	\$ 400.00	18.50	\$ 7,400.00	17.50	\$ 7,000.00	36.00	\$ 14,400.00
	DIVISION 5	WATER MAINS AND APPURTENANCES				\$ -		\$ 36,400.00		\$ 36,400.00
5.01	5010-A-1	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	\$ 100.00	0.00	\$ -	126.00	\$ 12,600.00	126.00	\$ 12,600.00
5.02	5010-A-1	Water Main, Trenched, DI Class 52, Restrained Joint, 10"	LF	\$ 120.00	0.00	\$ -	20.00	\$ 2,400.00	20.00	\$ 2,400.00
5.03	5010-C-1	Fitting, DI MJ Solid Sleeve, 10"	EA	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
5.04	5010-C-1	Fitting, DI MJ Cap, 10"	EA	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
5.05	5010-E-3	Water Service Curb Stop and Box, Copper, 3"	EA	\$ 1,700.00	0.00	\$ -	1.00	\$ 1,700.00	1.00	\$ 1,700.00
5.06	5010-H	Water Main Removal, PVC, 3"	LF	\$ 10.00	0.00	\$ -	1370.00	\$ 13,700.00	1370.00	\$ 13,700.00
5.07	5020-D	Flushing Device (Blowoff), Flushing Hydrant, 2"	EA	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	1.00	\$ 4,000.00

Engineer's Opinion of Probable Project Costs
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
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February 14, 2022

Item No.	SUDAS Number	Item	Unit	Unit Price	Division 1 Assessable Quantities & Price		Division 2 Non-Assessable Quantities & Price		Project Quantities & Price	
					Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
	DIVISION 6	STRUCTURES FOR SANITARY AND STORM SEWERS				\$ -		\$ 217,500.00		\$ 217,500.00
6.01	6010-A	Manhole, SW-301, 48 inch	EA	\$ 6,000.00	0.00	\$ -	2.00	\$ 12,000.00	2.00	\$ 12,000.00
6.02	6010-A	Manhole, SW-401, 60 inch	EA	\$ 8,000.00	0.00	\$ -	1.00	\$ 8,000.00	1.00	\$ 8,000.00
6.03	6010-A	Manhole, SW-406, 4 ft. x 4 ft.	EA	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
6.04	6010-B	Intake, SW-501	EA	\$ 5,000.00	0.00	\$ -	7.00	\$ 35,000.00	7.00	\$ 35,000.00
6.05	6010-B	Intake, SW-505 with SW-603 Type R Casting	EA	\$ 7,000.00	0.00	\$ -	9.00	\$ 63,000.00	9.00	\$ 63,000.00
6.06	6010-B	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	\$ 8,000.00	0.00	\$ -	9.00	\$ 72,000.00	9.00	\$ 72,000.00
6.07	6010-B	Intake, SW-506, Modified, Full Box with Type R Casting and Manhole	EA	\$ 12,000.00	0.00	\$ -	1.00	\$ 12,000.00	1.00	\$ 12,000.00
6.08	6010-B	Intake, SW-512, 24 inch	EA	\$ 5,500.00	0.00	\$ -	1.00	\$ 5,500.00	1.00	\$ 5,500.00
6.09	6010-H	Remove Intake	EA	\$ 2,000.00	0.00	\$ -	2.00	\$ 4,000.00	2.00	\$ 4,000.00
	DIVISION 7	STREETS AND RELATED WORK				\$ 1,141,433.75		\$ 893,493.25		\$ 2,034,927.00
7.01	7010-A	Pavement, PCC Class C-SUD, 9"	SY	\$ 80.00	12595.25	\$ 1,007,620.00	8508.75	\$ 680,700.00	21104.00	\$ 1,688,320.00
7.02	7010-E	Curb and Gutter, 3.0', 9"	LF	\$ 60.00	227.00	\$ 13,620.00	0.00	\$ -	227.00	\$ 13,620.00
7.03	7010-G	Concrete Median, 6"	SY	\$ 100.00	184.00	\$ 18,400.00	56.00	\$ 5,600.00	240.00	\$ 24,000.00
7.04	7010-999-A	Granular Shoulder, Type A, 4"	TON	\$ 50.00	20.50	\$ 1,025.00	155.50	\$ 7,775.00	176.00	\$ 8,800.00
7.05	7030-A	Removal of Sidewalk	SY	\$ 15.00	0.00	\$ -	308.00	\$ 4,620.00	308.00	\$ 4,620.00
7.06	7030-A	Removal of Driveway	SY	\$ 15.00	0.00	\$ -	589.00	\$ 8,835.00	589.00	\$ 8,835.00
7.07	7030-E	Sidewalk, PCC, 4"	SY	\$ 50.00	524.00	\$ 26,200.00	0.00	\$ -	524.00	\$ 26,200.00
7.08	7030-E	Sidewalk, PCC, 5"	SY	\$ 60.00	299.00	\$ 17,940.00	0.00	\$ -	299.00	\$ 17,940.00
7.09	7030-E	Sidewalk, PCC, 6"	SY	\$ 70.00	176.00	\$ 12,320.00	0.00	\$ -	176.00	\$ 12,320.00
7.10	7030-G	Detectable Warning. Cast Iron	SF	\$ 65.00	206.75	\$ 13,438.75	95.25	\$ 6,191.25	302.00	\$ 19,630.00
7.11	7030-H-1	Driveway, Paved, PCC, 7"	SY	\$ 70.00	441.00	\$ 30,870.00	0.00	\$ -	441.00	\$ 30,870.00
7.12	7040-H	Pavement Removal	SY	\$ 16.00	0.00	\$ -	10952.00	\$ 175,232.00	10952.00	\$ 175,232.00
7.13	7040-I	Curb and Gutter Removal	LF	\$ 20.00	0.00	\$ -	227.00	\$ 4,540.00	227.00	\$ 4,540.00
	DIVISION 8	TRAFFIC CONTROL				\$ 51,798.31		\$ 339,818.19		\$ 391,616.50
8.01	8010-A	Traffic Signal, Spectrum Drive	LS	\$ 160,000.00	0.00	\$ -	1.00	\$ 160,000.00	1.00	\$ 160,000.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	\$ 100.00	73.05	\$ 7,304.75	82.33	\$ 8,233.25	155.38	\$ 15,538.00
8.03	8020-G	Painted Symbols and Legends, Durable	EA	\$ 250.00	14.00	\$ 3,500.00	11.00	\$ 2,750.00	25.00	\$ 6,250.00
8.04	8020-J	Raised Pavement Markers	EA	\$ 10.00	126.50	\$ 1,265.00	44.50	\$ 445.00	171.00	\$ 1,710.00
8.05	8020-M	Grooves Cut for Pavement Markings	STA	\$ 75.00	73.05	\$ 5,478.56	82.33	\$ 6,174.94	155.38	\$ 11,653.50
8.06	8020-N	Grooves Cut for Symbols and Legends	EA	\$ 125.00	14.00	\$ 1,750.00	11.00	\$ 1,375.00	25.00	\$ 3,125.00
8.07	8030-A	Temporary Traffic Control	LS	\$ 50,000.00	0.65	\$ 32,500.00	0.35	\$ 17,500.00	1.00	\$ 50,000.00
8.08	8030-999-A	Portable Dynamic Message Sign (PDMS)	DAY	\$ 150.00	0.00	\$ -	120.00	\$ 18,000.00	120.00	\$ 18,000.00
8.09	8030-999-B	Removal of Type A Sign	EA	\$ 150.00	0.00	\$ -	14.00	\$ 2,100.00	14.00	\$ 2,100.00
8.10	8030-999-C	Install Type A Sign	EA	\$ 200.00	0.00	\$ -	22.00	\$ 4,400.00	22.00	\$ 4,400.00
8.11	8999-A	Removal of 36/SM/12MM Fiber Optic Cable	LF	\$ 0.50	0.00	\$ -	4000.00	\$ 2,000.00	4000.00	\$ 2,000.00
8.12	8999-B	Installation of City Provided Fiber Optic Cable, SM, 96-CNT	LF	\$ 1.50	0.00	\$ -	6300.00	\$ 9,450.00	6300.00	\$ 9,450.00
8.13	8999-B	Installation of Existing 36SM/12MM Fiber Optic Cable	LF	\$ 1.50	0.00	\$ -	200.00	\$ 300.00	200.00	\$ 300.00
8.14	8999-A	Cable, Fiber Optic, Tracer 1c #10	LF	\$ 0.30	0.00	\$ -	2200.00	\$ 660.00	2200.00	\$ 660.00
8.15	8999-A	Cable, Fiber Optic, Pull Rope	LF	\$ 0.15	0.00	\$ -	2200.00	\$ 330.00	2200.00	\$ 330.00
8.16	8999-A	Conduit, Fiber Optic, Blue HDPE, 2" Diameter	LF	\$ 12.00	0.00	\$ -	3800.00	\$ 45,600.00	3800.00	\$ 45,600.00
8.17	8999-A	Conduit, Fiber Optic, Orange HDPE, 2" Diameter	LF	\$ 12.00	0.00	\$ -	1900.00	\$ 22,800.00	1900.00	\$ 22,800.00
8.18	8999-B	Handhole, Type 3 "TUB" 24" x 36" and Ex. Fiber Conduits Sweeping	EACH	\$ 2,500.00	0.00	\$ -	5.00	\$ 12,500.00	5.00	\$ 12,500.00
8.19	8999-B	Handhole, Type 4 "TUB" 30" x 48" and Ex. Fiber Conduits Sweeping	EACH	\$ 3,000.00	0.00	\$ -	2.00	\$ 6,000.00	2.00	\$ 6,000.00
8.20	8999-B	Handhole, Type 3 "TUB" 24" x 36"	EACH	\$ 1,500.00	0.00	\$ -	4.00	\$ 6,000.00	4.00	\$ 6,000.00
8.21	8999-B	Handhole, Type 4 "TUB" 30" x 48"	EACH	\$ 2,000.00	0.00	\$ -	3.00	\$ 6,000.00	3.00	\$ 6,000.00
8.22	8999-B	Splice Enclosure/Case	EACH	\$ 1,000.00	0.00	\$ -	2.00	\$ 2,000.00	2.00	\$ 2,000.00
8.23	8999-B	Fiber Optic Splice	EACH	\$ 75.00	0.00	\$ -	36.00	\$ 2,700.00	36.00	\$ 2,700.00
8.24	8999-B	Fiber Optic Termination	EACH	\$ 75.00	0.00	\$ -	24.00	\$ 1,800.00	24.00	\$ 1,800.00
8.25	8999-B	Fiber Enclosure, 1 Panel Capacity, SPH-01P, Din Rail Mounted	EACH	\$ 150.00	0.00	\$ -	1.00	\$ 150.00	1.00	\$ 150.00
8.26	8999-B	CCH Panel, 12 ct, CCH-CP12-A9-P03RH	EACH	\$ 550.00	0.00	\$ -	1.00	\$ 550.00	1.00	\$ 550.00

Engineer's Opinion of Probable Project Costs
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
Ankeny, IA
February 14, 2022

Item No.	SUDAS Number	Item	Unit	Unit Price	Division 1 Assessable Quantities & Price		Division 2 Non-Assessable Quantities & Price		Project Quantities & Price	
					Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
	DIVISION 9	SITE WORK AND LANDSCAPING				\$ 48,828.25		\$ 82,474.75		\$ 131,303.00
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	\$ 500.00	3.63	\$ 1,812.50	3.88	\$ 1,937.50	7.50	\$ 3,750.00
9.02	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	\$ 2,500.00	2.38	\$ 5,937.50	2.63	\$ 6,562.50	5.00	\$ 12,500.00
9.03	9010-B	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	\$ 3,500.00	2.38	\$ 8,312.50	2.63	\$ 9,187.50	5.00	\$ 17,500.00
9.04	9040-D-1	Filter Sock, 9" Dia.	LF	\$ 2.00	6739.50	\$ 13,479.00	3830.50	\$ 7,661.00	10570.00	\$ 21,140.00
9.05	9040-D-1	Filter Sock, 12" Dia.	LF	\$ 4.00	107.00	\$ 428.00	163.00	\$ 652.00	270.00	\$ 1,080.00
9.06	9040-D-2	Filter Sock, Removal	LF	\$ 0.50	6846.50	\$ 3,423.25	3993.50	\$ 1,996.75	10840.00	\$ 5,420.00
9.07	9040-J-0	Rip Rap, Class E Revetment	TON	\$ 100.00	0.00	\$ -	116.00	\$ 11,600.00	116.00	\$ 11,600.00
9.08	9040-J-0	Rip Rap, Erosion Stone	TON	\$ 50.00	0.00	\$ -	22.00	\$ 1,100.00	22.00	\$ 1,100.00
9.09	9040-N-1	Silt Fence or Silt Fence Ditch Check	LF	\$ 2.00	687.00	\$ 1,374.00	3435.00	\$ 6,870.00	4122.00	\$ 8,244.00
9.10	9040-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	\$ 1.00	687.00	\$ 687.00	3435.00	\$ 3,435.00	4122.00	\$ 4,122.00
9.11	9040-N-3	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	\$ 1.00	687.00	\$ 687.00	3435.00	\$ 3,435.00	4122.00	\$ 4,122.00
9.12	9040-Q-1	Erosion Control Mulching, Conventional	AC	\$ 3,500.00	3.63	\$ 12,687.50	3.88	\$ 13,562.50	7.50	\$ 26,250.00
9.13	9040-T-1	Inlet Protection Device, Drop-in	EA	\$ 175.00	0.00	\$ -	52.00	\$ 9,100.00	52.00	\$ 9,100.00
9.14	9040-T-1	Inlet Protection Device, Surface Applied	EA	\$ 175.00	0.00	\$ -	1.00	\$ 175.00	1.00	\$ 175.00
9.15	9040-T-2	Inlet Protection Device, Maintenance	EA	\$ 50.00	0.00	\$ -	104.00	\$ 5,200.00	104.00	\$ 5,200.00
	DIVISION 10	DEMOLITION				\$ -		\$ 25,000.00		\$ 25,000.00
10.01	10010-A	Demolition of Building Structures	LS	\$ 25,000.00	0.00	\$ -	1.00	\$ 25,000.00	1.00	\$ 25,000.00
	DIVISION 11	MISCELLANEOUS				\$ 156,000.00		\$ 109,000.00		\$ 265,000.00
11.01	11020-A	Mobilization	LS	\$ 250,000.00	0.60	\$ 150,000.00	0.40	\$ 100,000.00	1.00	\$ 250,000.00
11.02	11030-A	Maintenance of Postal Service	LS	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
11.03	11050-A	Concrete Washout	LS	\$ 10,000.00	0.60	\$ 6,000.00	0.40	\$ 4,000.00	1.00	\$ 10,000.00

Estimated Subtotal Construction Costs = \$ 1,869,347.31 \$ 2,621,676.19 \$ 4,491,023.50

Contingency (10%) = \$ 186,934.73 \$ 262,167.62 \$ 449,102.35

Estimated Total Construction Costs = \$ 2,056,282.04 \$ 2,883,843.81 \$ 4,940,125.85

Estimated Professional Services = \$ 328,542.00 \$ 456,458.00 \$ 785,000.00

Estimated Right-of-Way and Easement Acquisition Costs = \$ - \$ 367,020.00 \$ 367,020.00

Estimated Bond Counsel Fees and Expenses and Publication Expenses = \$ 12,500.00 \$ - \$ 12,500.00

Estimated Assessment Documentation Preparation and Assistance = \$ 45,000.00 \$ - \$ 45,000.00

Estimated Street Lighting Costs = \$ 200,000.00 \$ - \$ 200,000.00

Estimated Total Project Costs = \$ 2,642,324.04 \$ 3,707,321.81 \$ 6,349,645.85

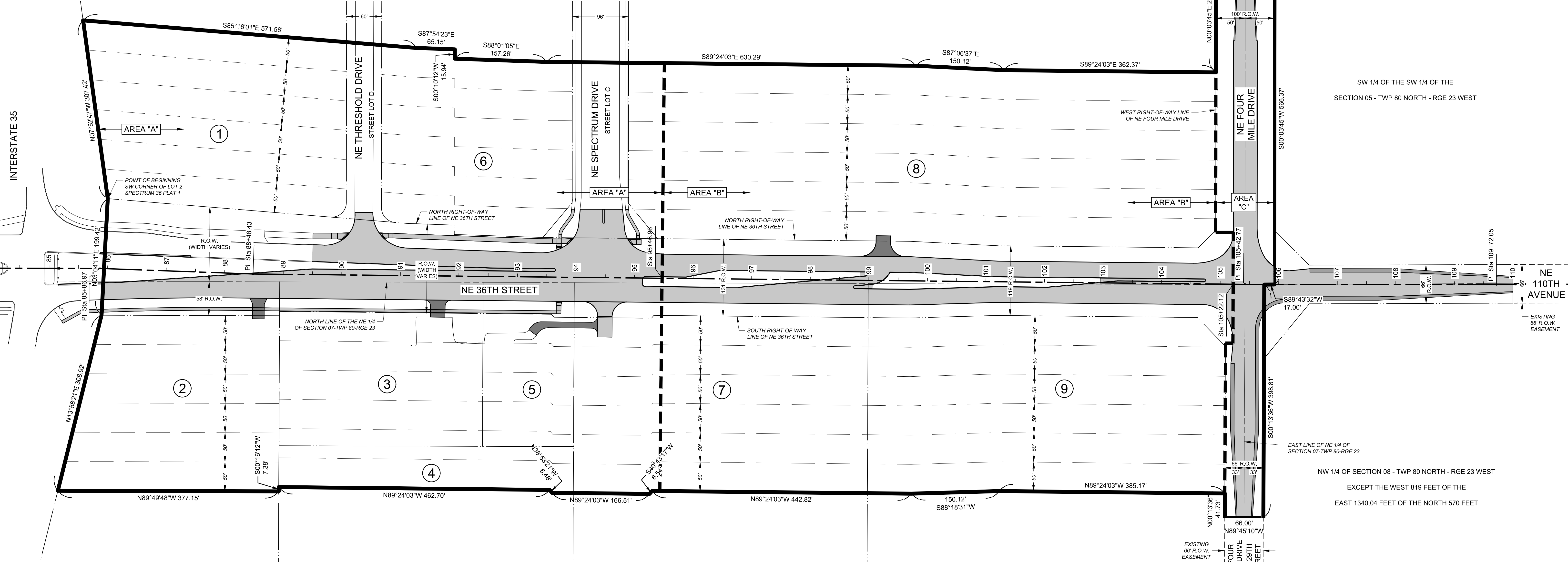
PARCEL NO.	POLK COUNTY PARCEL ID NO.	OWNER(S) OF RECORD	MAILING ADDRESS OF TITLE HOLDER	PARCEL LEGAL DESCRIPTION
1	8023-06-451-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	LOT 2, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA (WARRANTY DEED - BOOK 17212 PAGE 84)
2	181/00001-002-134	DRA PROPERTIES LC	DRA PROPERTIES LC 1515 NE 36TH ST ANKENY, IA 50021	PART OF THE WEST 60 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT INTERSTATE 35 R.O.W. AND LEGALLY ESTABLISHED HIGHWAYS (WARRANTY DEED - BOOK 12240 PAGE 756)
3	181/00001-002-125	TODDS FLYING SERVICE INC	TODDS FLYING SERVICE INC 2145 NE 36TH ST ANKENY, IA 50021-6858	THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 (QUIT CLAIM DEED - BOOK 14562 PAGE 750)
4	181/00001-002-124	TODDS FLYING SERVICE INC	TODDS FLYING SERVICE INC 2145 NE 36TH ST ANKENY, IA 50021-6858	PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848; EXCEPT THE NORTH 280 FEET OF SAID PARCEL A (COURT OFFICER DEED - BOOK 9069 PAGE 290)
5	181/00001-002-122	EDNA M TODD	EDNA M TODD 2225 NE 36TH ST ANKENY, IA 50021-6859	THE EAST 155.57 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 (CHANGE OF TITLE - BOOK 8126 PAGE 445)
6	8023-06-477-001 8023-06-477-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	LOT 3, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA (WARRANTY DEED - BOOK 17212 PAGE 84)
7	181/00001-002-123	OTTER CREEK LAND & CATTLE LC	OTTER CREEK LAND & CATTLE LC 103 LYNWOOD DR HUXLEY, IA 50124-9401	PART OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL A, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 AND EXCEPT THE EAST 39 ACRES OF SAID NE QUARTER OF SECTION 07 (WARRANTY DEED - BOOK 8400 PAGE 874)
8	8023-06-476-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA (WARRANTY DEED - BOOK 17212 PAGE 84)
9	181/00001-002-121	NDA FARMS LLC	NDA FARMS LLC 2296 W 138TH ST N COLFAX, IA 50054-7656	PART OF THE EAST 39 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL C, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 9310, PAGE 735 (WARRANTY DEED - BOOK 12945 PAGE 643)

DESCRIPTION OF ASSESSMENT AREA BOUNDARY

THOSE PARTS OF LOTS 2 & 3, STREET LOTS C, D, & H, AND OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF STREET LOT "A", ALBAUGH ESTATES, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 06, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SPECTRUM 36 PLAT 1; THENCE NORTH 07 DEGREES 52 MINUTES 47 SECONDS WEST, A DISTANCE OF 307.42 FEET; THENCE SOUTH 85 DEGREES 16 MINUTES 01 SECOND EAST, A DISTANCE OF 571.56 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 65.15 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.94 FEET; THENCE SOUTH 88 DEGREES 01 MINUTE 05 SECONDS EAST, A DISTANCE OF 157.26 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 630.29 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.12 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 362.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 204.16 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 566.37 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 398.81 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 41.73 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 385.17 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 150.12 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 442.82 FEET; THENCE SOUTH 40 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.54 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 166.51 FEET; THENCE NORTH 38 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.48 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 462.70 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.38 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 377.15 FEET; THENCE NORTH 13 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.92 FEET; THENCE NORTH 03 DEGREES 04 MINUTES 11 SECONDS EAST, A DISTANCE OF 199.42 FEET, TO THE POINT OF BEGINNING.

CONTAINS 34.772 ACRES (1,514,686 SQ. FT.) MORE OR LESS.



NE 36TH STREET PRELIMINARY SPECIAL ASSESSMENT PLAT

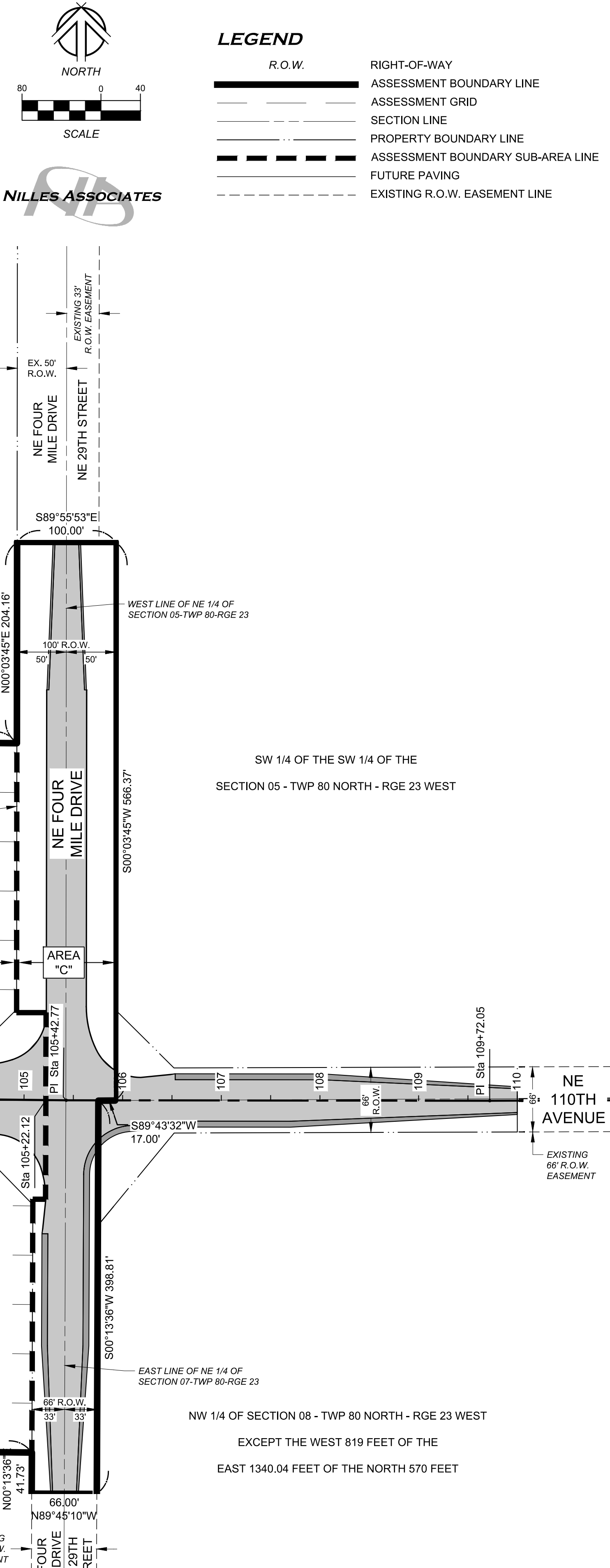


EXHIBIT A

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

LEGAL DESCRIPTIONS OF PARCELS

PARCELS 1, 6 & 8

LOTS 2 & 3, AND OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA. (WARRANTY DEED - BOOK 17212 PAGE 84)

PARCEL 2

PART OF THE WEST 60 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT INTERSTATE 35 R.O.W. AND LEGALLY ESTABLISHED HIGHWAYS. (WARRANTY DEED - BOOK 12240 PAGE 756)

PARCEL 3

THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848. (QUIT CLAIM DEED - BOOK 14562 PAGE 750)

PARCEL 4

PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848; EXCEPT THE NORTH 280 FEET OF SAID PARCEL A. (COURT OFFICER DEED - BOOK 9069 PAGE 290)

PARCEL 5

THE EAST 155.57 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848. (CHANGE OF TITLE - BOOK 8126 PAGE 445)

PARCEL 7

PART OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL A, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 AND EXCEPT THE EAST 39 ACRES OF SAID NE QUARTER OF SECTION 07. (WARRANTY DEED - BOOK 8400 PAGE 874)

PARCEL 9

PART OF THE EAST 39 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL C, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 9310, PAGE 735. (WARRANTY DEED - BOOK 12945 PAGE 643)

Council Member _____ introduced the following Resolution entitled "RESOLUTION WITH RESPECT TO THE ADOPTION OF THE RESOLUTION OF NECESSITY PROPOSED FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE" and moved that it 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 WITH RESPECT TO THE ADOPTION OF THE
RESOLUTION OF NECESSITY PROPOSED FOR THE NE 36TH
STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

WHEREAS, this Council has proposed a Resolution of Necessity for the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, has given notice of the public hearing thereon as required by law; and

WHEREAS, the public hearing has been held, all persons offering objections have been heard and consideration given to all objections and is pending before this Council; and

WHEREAS, this is the time and place set as provided for the taking of action on the proposed Resolution of Necessity;

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

Section 1. That the proposed Resolution of Necessity described above is hereby:

- ☐ Adopted, without amendment, and all objections filed or made having been duly considered are overruled.
- ☐ Adopted as amended by the Schedule of Amendments attached hereto as Exhibit A, and made a part hereof by reference. All objections filed or made having been duly considered are overruled.
- ☐ Deferred for later consideration to a Council meeting to be held on _____ day of _____, 2022, at _____ .M, at this meeting place, with jurisdiction retained for further consideration and action at the adjourned meeting.
- ☐ Abandoned.

Section 2. That all written requests for agricultural deferment by property owners must be filed within ten (10) days following the date of adoption of this Resolution.

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING PREPARATION OF DETAILED PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND NOTICE TO BIDDERS ON THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE" and moved that it 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 DIRECTING PREPARATION OF DETAILED
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND
NOTICE TO BIDDERS ON THE NE 36TH STREET
RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

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

That Jason A. Lastovica, P.E., Engineer, is hereby ordered and directed to prepare and file with the Clerk detailed plans and specifications for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive.

BE IT FURTHER RESOLVED that the Engineer is hereby ordered and directed to prepare and file with the Clerk a Notice to Bidders and form of contract for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive.

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Public Hearing

LEGAL:
No Review Required

SUBJECT:
PH 2022-32: Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2022

EXECUTIVE SUMMARY:
Significant changes requiring amendment of the current budget for Fiscal Year July 1, 2021 - June 30, 2022 include the following:

- Amended revenues include increases related to the receipt of American Rescue Plan Act (ARPA) grant funds, water sales, utility hookup fees and bond proceeds to current refund the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.
- Amended expenditures include increases related to inflation (e.g. costs of goods and services, fuel and natural gas costs), seasonal pay plan adjustments and the current refunding of the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

FISCAL IMPACT: ??Yes

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

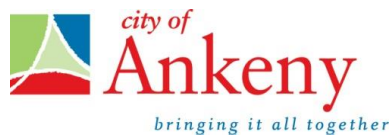
ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-32.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet



PUBLIC HEARING 2022-32

5:30 P.M.

MARCH 21, 2022

AMENDMENT OF CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022

Mayor:

Jennifer Sease, Administrative Service Director, will make an announcement as to why we are not holding the public hearing at this meeting.

After Staff Report:

Consider **MOTION** to close public hearing 2022-32.



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Public Hearing

LEGAL:
No Review Required

SUBJECT:
PH 2022-33: Proposed Adoption of Budget and Certification of Taxes for Fiscal Year July 1, 2022 - June 30, 2023

EXECUTIVE SUMMARY:
The proposed Fiscal Year 2023 Budget includes a reduction in the City's property tax rate from \$9.95 to \$9.90 per \$1,000 of taxable property valuation.

FISCAL IMPACT: ??Yes

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Public information meeting was held on March 10, 2022.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-33.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 FY 2023 Budget



PUBLIC HEARING 2022-33 5:30 P.M. MARCH 21, 2022

**PROPOSED ADOPTION OF BUDGET AND CERTIFICATION OF TAXES FOR FISCAL YEAR
JULY 1, 2022 – JUNE 30, 2023**

Mayor:

This is the time and place for a public hearing on the proposed budget for Fiscal Year July 1, 2022 – June 30, 2023.

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

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

Notice of this hearing was published in the Des Moines Register on the 11th day of March 2022.

Mayor:

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

City Clerk:

None in the Clerk’s Office

Mayor:

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

After City Manager Report:

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

1. Consider **MOTION** to close public hearing 2022-33.

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

RESOLUTION

A RESOLUTION ADOPTING THE PROPOSED BUDGET FOR FISCAL YEAR JULY 1, 2022 – JUNE 30, 2023

WHEREAS, a notice of public hearing concerning the proposed budget for Fiscal Year July 1, 2022 – June 30, 2023 was published as required; and

WHEREAS, upon consideration of the proposed budget for Fiscal Year July 1, 2022 – June 30, 2023, the City Council opened the public hearing and heard taxpayers, for and against the proposed budget; and

WHEREAS, the City Council, after hearing all taxpayers wishing to be heard, and considering the statements made, considered the proposed budget for Fiscal Year July 1, 2022 – June 30, 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposed budget for Fiscal Year July 1, 2022 – June 30, 2023 for the City of Ankeny, Iowa as attached, be adopted.

Passed and approved the 21st day of March, 2022.

Mark E. Holm, Mayor

Attest:

Mandy Hanson, Records Clerk

FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of: ANKENY County Name: POLK COUNTY

Adopted On: 3/21/2022 Resolution: 2022-146

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

		With Gas & Electric		Without Gas & Electric	
Regular	2a	4,476,429,489	2b	4,443,972,513	
DEBT SERVICE	3a	4,827,690,725	3b	4,795,233,749	
Ag Land	4a	4,327,878			

City Number: 77-714
Last Official Census: 67,887

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	27,544,814	27,345,096	43 6.15330
Non-Voted Other Permissible Levies							
Contract for use of Bridge	0.67500			6		0	44 0.00000
Opr & Maint publicly owned Transit	0.95000			7		0	45 0.00000
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46 0.00000
Opr & Maint of City owned Civic Center	0.13500			9		0	47 0.00000
Planning a Sanitary Disposal Project	0.06750			10		0	48 0.00000
Aviation Authority (under sec.330A.15)	0.27000			11	656,692	651,931	49 0.14670
Levee Impr. fund in special charter city	0.06750			13		0	51 0.00000
Liability, property & self insurance costs	Amt Nec			14		0	52 0.00000
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462		0	465 0.00000
Voted Other Permissible Levies							
Instrumental/Vocal Music Groups	0.13500			15		0	53 0.00000
Memorial Building	0.81000			16		0	54 0.00000
Symphony Orchestra	0.13500			17		0	55 0.00000
Cultural & Scientific Facilities	0.27000			18		0	56 0.00000
County Bridge	As Voted			19		0	57 0.00000
Missi or Missouri River Bridge Const.	1.35000			20		0	58 0.00000
Aid to a Transit Company	0.03375			21		0	59 0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60 0.00000
City Emergency Medical District	1.00000			463		0	466 0.00000
Support Public Library	0.27000			23		0	61 0.00000
Unified Law Enforcement	1.50000			24		0	62 0.00000
Total General Fund Regular Levies (5 thru 24)				25	28,201,506	27,997,027	
Ag Land	3.00375			26	13,000	13,000	63 3.00375
Total General Fund Tax Levies (25 + 26)				27	28,214,506	28,010,027	
Special Revenue Levies							
Emergency (if general fund at levy limit)	0.27000			28		0	64 0.00000
Police & Fire Retirement	Amt Nec			29	2,462,036	2,444,185	0.55000
FICA & IPERS (if general fund at levy limit)	Amt Nec			30		0	0.00000
Other Employee Benefits	Amt Nec			31		0	0.00000
Total Employee Benefit Levies (29,30,31)				32	2,462,036	2,444,185	65 0.55000
Sub Total Special Revenue Levies (28+32)				33	2,462,036	2,444,185	
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation				
SSMID 1		0	0	34		0	66 0.00000
SSMID 2		0	0	35		0	67 0.00000
SSMID 3		0	0	36		0	68 0.00000
SSMID 4		0	0	37		0	69 0.00000
SSMID 5		0	0	555		0	565 0.00000
SSMID 6		0	0	556		0	566 0.00000
SSMID 7		0	0	1177		0	1179 0.00000
SSMID 8		0	0	1185		0	1187 0.00000
Total Special Revenue Levies				39	2,462,036	2,444,185	
Debt Service Levy 76.10(6)	Amt Nec			40	14,724,457	14,625,463	70 3.05000
Capital Projects (Capital Improv. Reserve)	0.67500			41		0	71 0.00000
Total Property Taxes (27+39+40+41)				42	45,400,999	45,079,675	72 9.90000

(Signature)

(Date)

(County Auditor)

(Date)

NOTICE OF PUBLIC HEARING - CITY OF ANKENY - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

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

Meeting Date: 3/7/2022 **Meeting Time:** 05:30 PM **Meeting Location:** Ankeny Kirkendall Public Library - City Council Chambers

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

City Website (if available)
www.ankenyiowa.gov

City Telephone Number
 (515) 965-6400

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	4,148,735,891	4,476,429,489	4,476,429,489	
Tax Levies:				
Regular General	25,099,852	25,099,852	27,544,814	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			0	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement	2,281,805	2,281,805	2,462,036	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	27,381,657	27,381,657	30,006,850	9.58
Tax Rate	6.60000	6.11685	6.70330	

Explanation of significant increases in the budget:

The fiscal year July 1, 2022 - June 30, 2023 property tax levy is proposed to decrease from \$9.95 to \$9.90 per \$1,000 of taxable property tax valuation. The aviation authority and debt service property tax levies are not reflected in the table above, which both include a reduction in the property tax levies. Additional revenues will be used to address increased service demands due to the City's growth.

If applicable, the above notice also available online at:

www.ankenyiowa.gov/our-city/budget

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

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

FUND BALANCE

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2021									
Beginning Fund Balance July 1	1 21,430,563	12,230,795	2,295,327	1,701,107	47,810,445	0	85,468,237	43,350,329	128,818,566
Actual Revenues Except Beg Balance	2 39,809,828	14,567,368	8,780,810	40,255,991	22,645,343	0	126,059,340	50,659,203	176,718,543
Actual Expenditures Except End Balance	3 33,783,234	11,432,650	9,052,889	40,288,141	29,267,321	0	123,824,235	43,986,730	167,810,965
Ending Fund Balance June 30	4 27,457,157	15,365,513	2,023,248	1,668,957	41,188,467	0	87,703,342	50,022,802	137,726,144
Re-Estimated FY 2022									
Beginning Fund Balance	5 27,457,157	15,365,513	2,023,248	1,668,957	41,188,467	0	87,703,342	50,022,802	137,726,144
Re-Est Revenues	6 40,391,339	10,841,225	8,992,846	38,117,763	28,875,233	0	127,218,406	53,291,796	180,510,202
Re-Est Expenditures	7 40,863,375	13,262,438	9,008,551	38,022,650	37,932,863	0	139,089,877	53,823,221	192,913,098
Ending Fund Balance	8 26,985,121	12,944,300	2,007,543	1,764,070	32,130,837	0	75,831,871	49,491,377	125,323,248
Budget FY 2023									
Beginning Fund Balance	9 26,985,121	12,944,300	2,007,543	1,764,070	32,130,837	0	75,831,871	49,491,377	125,323,248
Revenues	10 43,699,724	11,220,597	10,226,657	24,190,928	16,829,858	0	106,167,764	56,876,528	163,044,292
Expenditures	11 44,723,222	12,298,795	9,851,397	24,277,332	25,434,161	0	116,584,907	55,356,020	171,940,927
Ending Fund Balance	12 25,961,623	11,866,102	2,382,803	1,677,666	23,526,534	0	65,414,728	51,011,885	116,426,613

LOCAL EMC SUPPORT

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

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

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	35,641	35,383
Support of a Local Emerg Mgmt. Comm.	0	0
TOTAL FOR FY 2023	35,641	35,383

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: ANKENY

Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY										
	Police Department/Crime Prevention	1 10,596,017	2,557,958						13,153,975	11,546,753
	Jail	2							0	0
	Emergency Management	3 92,944							92,944	54,893
	Flood Control	4							0	0
	Fire Department	5 4,303,990	7,000						4,310,990	3,792,927
	Ambulance	6 5,104,683							5,104,683	4,425,862
	Building Inspections	7 1,943,734							1,943,734	1,681,025
	Miscellaneous Protective Services	8 96,839							96,839	150,670
	Animal Control	9 22,000							22,000	6,576
	Other Public Safety	10							0	0
	TOTAL (lines 1 - 10)	11 22,160,207	2,564,958				0		24,725,165	21,658,706
PUBLIC WORKS										
	Roads, Bridges, & Sidewalks	12	4,411,907						4,411,907	3,809,511
	Parking - Meter and Off-Street	13							0	0
	Street Lighting	14		693,000					693,000	643,718
	Traffic Control and Safety	15		1,447,482					1,447,482	1,054,365
	Snow Removal	16		849,701					849,701	678,110
	Highway Engineering	17							0	0
	Street Cleaning	18							0	0
	Airport (if not Enterprise)	19 637,576							637,576	597,335
	Garbage (if not Enterprise)	20							0	0
	Other Public Works	21							0	0
	TOTAL (lines 12 - 21)	22 637,576	7,402,090				0		8,039,666	6,783,039
HEALTH & SOCIAL SERVICES										
	Welfare Assistance	23							0	0
	City Hospital	24							0	0
	Payments to Private Hospitals	25							0	0
	Health Regulation and Inspection	26							0	0
	Water, Air, and Mosquito Control	27							0	0
	Community Mental Health	28							0	0
	Other Health and Social Services	29 7,000							7,000	2,725
	TOTAL (lines 23 - 29)	30 7,000	0				0		7,000	2,725
CULTURE & RECREATION										
	Library Services	31 2,469,866	39,000						2,508,866	2,137,105
	Museum, Band and Theater	32							0	0
	Parks	33 2,066,219	14,640						2,080,859	1,728,598
	Recreation	34 1,969,312	7,000						1,976,312	1,446,485
	Cemetery	35 600							600	1,200
	Community Center, Zoo, & Marina	36 231,599							231,599	20,898
	Other Culture and Recreation	37 2,218,231							2,218,231	1,167,511
	TOTAL (lines 31 - 37)	38 8,955,827	60,640				0		9,016,467	6,501,797

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: ANKENY
Fiscal Year July 1, 2021 - June 30, 2022

	GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
	COMMUNITY & ECONOMIC DEVELOPMENT									
	Community Beautification	39								0
	Economic Development	40	436,647						436,647	318,374
	Housing and Urban Renewal	41	13,208						13,208	27,969
	Planning & Zoning	42	1,127,227						1,127,227	846,654
	Other Com & Econ Development	43	914,386						914,386	688,693
	TIF Rebates	44		1,974,910					1,974,910	1,671,477
	TOTAL (lines 39 - 44)	45	2,491,468	0	1,974,910		0		4,466,378	3,553,167
	GENERAL GOVERNMENT									
	Mayor, Council, & City Manager	46	1,339,012						1,339,012	930,166
	Clerk, Treasurer, & Finance Adm.	47	1,006,204						1,006,204	940,210
	Elections	48							0	0
	Legal Services & City Attorney	49							0	0
	City Hall & General Buildings	50	89,545						89,545	68,294
	Tort Liability	51							0	0
	Other General Government	52	2,323,686						2,323,686	1,807,890
	TOTAL (lines 46 - 52)	53	4,758,447	0	0	38,022,650	0		4,758,447	3,746,560
	DEBT SERVICE									
	Gov Capital Projects	54				29,979,312			38,022,650	40,288,141
	TIF Capital Projects	55				7,953,551			29,979,312	23,253,282
	TOTAL CAPITAL PROJECTS	56				37,932,863	0		7,953,551	4,734,253
	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	57	0	0	0	37,932,863	0		37,932,863	27,987,535
	BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
	Water Utility	58	39,010,525	10,027,688	1,974,910	38,022,650	0		126,968,636	110,521,670
	Sewer Utility	59						14,638,939	14,638,939	10,071,176
	Electric Utility	60						9,497,937	9,497,937	15,635,166
	Gas Utility	61							0	0
	Airport	62							0	0
	Landfill/Garbage	63							0	0
	Transit	64							0	0
	Cable TV, Internet & Telephone	65							0	0
	Housing Authority	66							0	0
	Storm Water Utility	67							0	0
	Other Business Type (city hosp., ISF, parking, etc.)	68						962,829	962,829	767,311
	Enterprise DEBT SERVICE	69						3,231,571	3,231,571	2,600,248
	Enterprise CAPITAL PROJECTS	70						9,379,317	9,379,317	3,895,197
	Enterprise TIF CAPITAL PROJECTS	71						14,097,884	14,097,884	4,310,108
	TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	72							0	0
	TOTAL ALL EXPENDITURES (lines 58+73)	73	39,010,525	10,027,688	1,974,910	38,022,650	0	51,808,477	51,808,477	37,279,206
	Regular Transfers Out	74	1,852,850	3,234,750				2,014,744	178,777,113	147,800,876
	Internal TIF Loan Transfers Out	75							7,102,344	12,628,677
	Total ALL Transfers Out	76	1,852,850	3,234,750				2,014,744	7,033,641	7,381,412
	Total Expenditures and Other Fin Uses (lines 74+77)	77	40,863,375	13,262,438	9,008,551	38,022,650	0	53,823,221	14,135,985	20,010,089
	Ending Fund Balance June 30	78	26,985,121	12,944,300	2,007,543	1,764,070	0	49,491,377	192,913,098	167,810,965
		79							125,323,248	137,726,144

RE-ESTIMATED REVENUES DETAIL

City Name: ANKENY

Fiscal Year July 1, 2021 - June 30, 2022

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
Taxes Levied on Property	1 25,549,280	2,265,320		14,164,758				41,979,358	39,366,198
Less: Uncollected Property Taxes - Levy Year	2							0	0
Net Current Property Taxes (line 1 minus line 2)	3 25,549,280	2,265,320		14,164,758	0			41,979,358	39,366,198
Delinquent Property Taxes	4							0	303,020
TIF Revenues	5		8,987,846					8,987,846	8,761,953
Other City Taxes:									
Utility Tax Replacement Excise Taxes	6 185,825	16,485		95,910				298,220	261,791
Utility franchise tax (Iowa Code Chapter 364.2)	7 1,586,000							1,586,000	1,615,854
Parimutuel wager tax	8							0	0
Gaming wager tax	9							0	0
Mobile Home Taxes	10 15,300	1,000		8,000				24,300	25,776
Hotel/Motel Taxes	11 1,209,000							1,209,000	834,306
Other Local Option Taxes	12							0	0
Subtotal - Other City Taxes (lines 6 thru 12)	13 2,996,125	17,485		103,910	0			3,117,520	2,737,727
Licenses & Permits	14 2,377,600						101000	2,478,600	3,200,620
Use of Money & Property	15 389,734	12,000	5,000	4,000	220,000		135,476	766,210	1,107,198
Intergovernmental:									
Federal Grants & Reimbursements	16 177,197	11,605			2,539,510		3,225,944	5,954,256	4,914,980
Road Use Taxes	17	8,301,190						8,301,190	8,171,259
Other State Grants & Reimbursements	18 700,156	57,740		360,860	1,687,424			2,806,180	3,441,446
Local Grants & Reimbursements	19 690,027	38,760			1,750,000			2,478,787	2,526,652
Subtotal - Intergovernmental (lines 16 thru 19)	20 1,567,380	8,409,295	0	360,860	5,976,934		3,225,944	19,540,413	19,054,337
Charges for Fees & Service:									
Water Utility	21						16,578,192	16,578,192	16,133,811
Sewer Utility	22						17,360,187	17,360,187	18,605,448
Electric Utility	23							0	0
Gas Utility	24							0	0
Parking	25							0	0
Airport	26							0	0
Landfill/Garbage	27							0	0
Hospital	28							0	0
Transit	29							0	0
Cable TV, Internet & Telephone	30							0	0
Housing Authority	31							0	0
Storm Water Utility	32						3,216,572	3,216,572	3,031,004
Other Fees & Charges for Service	33 4,967,368	20,000					2,440,000	7,427,368	6,585,844
Subtotal - Charges for Service (lines 21 thru 33)	34 4,967,368	20,000		0	0	0	39,594,951	44,582,319	44,356,107
Special Assessments	35							0	30,128
Miscellaneous	36 652,852	117,125			1,753,299		2,845,000	5,368,276	8,722,371
Other Financing Sources:									
Regular Operating Transfers In	37 1,891,000			1,790,594	3,405,000		15,750	7,102,344	12,628,677
Internal TIF Loan Transfers In	38			7,033,641				7,033,641	7,381,412
Subtotal ALL Operating Transfers In	39 1,891,000	0	0	8,824,235	3,405,000	0	15,750	14,135,985	20,010,089
Proceeds of Debt (Excluding TIF Internal Borrowing)	40			14,660,000	17,520,000		7,373,675	39,553,675	29,068,795
Proceeds of Capital Asset Sales	41							0	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42 1,891,000	0	0	23,484,235	20,925,000	0	7,389,425	53,689,660	49,078,884
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43 40,391,339	10,841,225	8,992,846	38,117,763	28,875,233	0	53,291,796	180,510,202	176,718,543
Beginning Fund Balance July 1	44 27,457,157	15,365,513	2,023,248	1,668,957	41,188,467	0	50,022,802	137,726,144	128,818,566
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45 67,848,496	26,206,738	11,016,094	39,786,720	70,063,700	0	103,314,598	318,236,346	305,537,109

EXPENDITURES SCHEDULE PAGE 1

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY										
Police Department/Crime Prevention	1 11,713,155	2,641,371						14,354,526	13,153,975	11,546,753
Jail	2							0	0	0
Emergency Management	3 62,641							62,641	92,944	54,893
Flood Control	4							0	0	0
Fire Department	5 4,665,152	14,000						4,679,152	4,310,990	3,792,927
Ambulance	6 5,766,669							5,766,669	5,104,683	4,425,862
Building Inspections	7 2,046,847							2,046,847	1,943,734	1,681,025
Miscellaneous Protective Services	8 101,681							101,681	96,839	150,670
Animal Control	9 22,000							22,000	22,000	6,576
Other Public Safety	10							0	0	0
TOTAL (lines 1 - 10)	11 24,378,145	2,655,371				0		27,033,516	24,725,165	21,658,706
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12							4,412,227	4,411,907	3,809,511
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14							704,000	693,000	643,718
Traffic Control and Safety	15							1,353,006	1,447,482	1,054,365
Snow Removal	16							1,025,628	849,701	678,110
Highway Engineering	17							0	0	0
Street Cleaning	18							0	0	0
Airport	19 669,455							669,455	637,576	597,335
Garbage (if not Enterprise)	20							0	0	0
Other Public Works	21							0	0	0
TOTAL (lines 12 - 21)	22 669,455	7,494,861				0		8,164,316	8,039,666	6,783,039
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	7,000	2,725
TOTAL (lines 23 - 29)	30 0	0				0		0	7,000	2,725
CULTURE & RECREATION										
Library Services	31 2,648,283	30,000						2,678,283	2,508,866	2,137,105
Museum, Band and Theater	32							0	0	0
Parks	33							2,127,877	2,080,859	1,728,598
Recreation	34 2,092,495	35,980						2,128,475	1,976,312	1,446,485
Cemetery	35 600							600	600	1,200
Community Center, Zoo, & Marina	36 502,732							502,732	231,599	20,898
Other Culture and Recreation	37 2,491,066							2,491,066	2,218,231	1,167,511
TOTAL (lines 31 - 37)	38 9,852,053	76,980				0		9,929,033	9,016,467	6,501,797

EXPENDITURES SCHEDULE PAGE 2

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39								0	0	0
Economic Development	40	375,642							375,642	436,647	318,374
Housing and Urban Renewal	41	33,454							33,454	13,208	27,969
Planning & Zoning	42	1,242,140							1,242,140	1,127,227	846,654
Other Com & Econ Development	43	1,021,654							1,021,654	914,386	688,693
TIF Rebates	44			2,627,046					2,627,046	1,974,910	1,671,477
TOTAL (lines 39 - 44)	45	2,672,890	0	2,627,046			0		5,299,936	4,466,378	3,553,167
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	1,714,689							1,714,689	1,339,012	930,166
Clerk, Treasurer, & Finance Adm.	47	1,079,192							1,079,192	1,006,204	940,210
Elections	48								0	0	0
Legal Services & City Attorney	49								0	0	0
City Hall & General Buildings	50	88,837							88,837	89,545	68,294
Tort Liability	51								0	0	0
Other General Government	52	2,453,111							2,453,111	2,323,686	1,807,890
TOTAL (lines 46 - 52)	53	5,335,829	0	0			0		5,335,829	4,758,447	3,746,560
DEBT SERVICE											
Gov Capital Projects	54				24,277,332				24,277,332	38,022,650	40,288,141
TIF Capital Projects	55					19,793,889			19,793,889	29,979,312	23,253,282
TOTAL CAPITAL PROJECTS	56					5,358,672			5,358,672	7,953,551	4,734,253
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	57	0	0	0		25,152,561	0		25,152,561	37,932,863	27,987,535
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility	59								13,519,551	14,638,939	10,071,176
Sewer Utility	60								13,942,990	9,497,937	15,635,166
Electric Utility	61								0	0	0
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	64								0	0	0
Transit	65								0	0	0
Cable TV, Internet & Telephone	66								0	0	0
Housing Authority	67								0	0	0
Storm Water Utility	68								1,084,877	962,829	767,311
Other Business Type (city hosp., ISF, parking, etc.)	69								3,436,738	3,231,571	2,600,248
Enterprise DEBT SERVICE	70								1,633,758	9,379,317	3,895,197
Enterprise CAPITAL PROJECTS	71								19,161,984	14,097,884	4,310,108
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73								52,779,898	51,808,477	37,279,206
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	42,908,372	10,227,212	2,627,046	24,277,332	25,152,561	0		52,779,898	157,972,421	147,800,876
Regular Transfers Out	75	1,814,850	2,071,583			281,600			2,576,122	7,102,344	12,628,677
Internal TIF Loan / Repayment Transfers Out	76			7,224,351					7,224,351	7,033,641	7,381,412
Total ALL Transfers Out	77	1,814,850	2,071,583	7,224,351	0	281,600	0		2,576,122	13,968,506	20,010,089
Total Expenditures & Fund Transfers Out (lines 74+77)	78	44,723,222	12,298,795	9,851,397	24,277,332	25,434,161	0		55,356,020	192,913,098	167,810,965
Ending Fund Balance June 30	79	25,961,623	11,866,102	2,382,803	1,677,666	23,526,534	0		51,011,885	125,323,248	137,726,144

REVENUES DETAIL

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
REVENUES & OTHER FINANCING SOURCES											
		1	28,010,027	2,444,185			0		45,079,675	41,979,358	39,366,198
		2			14,625,463					0	0
		3	28,010,027	2,444,185			0		45,079,675	41,979,358	39,366,198
		4								0	303,020
		5			10,221,657				10,221,657	8,987,846	8,761,953
		6	204,479	17,851			0		321,324	298,220	261,791
		7	1,593,000		98,994				1,593,000	1,586,000	1,615,854
		8								0	0
		9								0	0
		10	15,300	1,000	8,000				24,300	24,300	25,776
		11	1,370,000						1,370,000	1,209,000	834,306
		12								0	0
		13	3,182,779	18,851	106,994		0		3,308,624	3,117,520	2,737,727
		14	2,247,600					101,000	2,348,600	2,478,600	3,200,620
		15	376,339	12,000	5,000	4,000	50,000	129,918	577,257	766,210	1,107,198
		16	40,000				936,089		976,089	5,954,256	4,914,980
		17		8,587,706					8,587,706	8,301,190	8,171,259
		18	562,675	46,411	277,565	1,202,269		150,000	2,238,920	2,806,180	3,441,446
		19	754,037	31,064					785,101	2,478,787	2,526,652
		20	1,356,712	8,665,181	0	277,565	2,138,358	150,000	12,587,816	19,540,413	19,054,337
		21						17,509,420	17,509,420	16,578,192	16,133,811
		22						16,625,436	16,625,436	17,360,187	18,605,448
		23								0	0
		24								0	0
		25								0	0
		26								0	0
		27								0	0
		28								0	0
		29								0	0
		30								0	0
		31								0	0
		32						3,296,869	3,296,869	3,216,572	3,031,004
		33	5,195,081	20,000				2,487,000	7,702,081	7,427,368	6,585,844
		34	5,195,081	20,000	0		0	39,918,725	45,133,806	44,582,319	44,356,107
		35								0	30,128
		36	588,586	60,380			941,500	2,849,000	4,439,466	5,368,276	8,722,371
		37	2,742,600		1,952,555	2,040,000		9,000	6,744,155	7,102,344	12,628,677
		38			7,224,351				7,224,351	7,033,641	7,381,412
		39	2,742,600	0	0	9,176,906	2,040,000	9,000	13,968,506	14,135,985	20,010,089
		40					11,660,000	13,718,885	25,378,885	39,553,675	29,068,795
		41								0	0
		42	2,742,600	0	0	9,176,906	13,700,000	13,727,885	39,347,391	53,689,660	49,078,884
		43	43,699,724	11,220,597	10,226,657	24,190,928	16,829,858	56,876,528	163,044,292	180,510,202	176,718,543
		44	26,985,121	12,944,300	2,007,543	1,764,070	32,130,837	49,491,377	125,323,248	137,726,144	128,818,566
		45	70,684,845	24,164,897	12,234,200	25,954,998	48,960,695	106,367,905	288,367,540	318,236,346	305,537,109

ADOPTED BUDGET SUMMARY

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
Revenues & Other Financing Sources										
Taxes Levied on Property	1 28,010,027	2,444,185		14,625,463	0	0		45,079,675	41,979,358	39,366,198
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0	0		0	0	0
Net Current Property Taxes	3 28,010,027	2,444,185		14,625,463	0	0		45,079,675	41,979,358	39,366,198
Delinquent Property Taxes	4 0	0		0	0	0		0	0	303,020
TIF Revenues	5		10,221,657					10,221,657	8,987,846	8,761,953
Other City Taxes	6 3,182,779	18,851		106,994	0	0		3,308,624	3,117,520	2,737,727
Licenses & Permits	7 2,247,600	0					101,000	2,348,600	2,478,600	3,200,620
Use of Money and Property	8 376,339	12,000	5,000	4,000	50,000	0	129,918	577,257	766,210	1,107,198
Intergovernmental	9 1,356,712	8,665,181	0	277,565	2,138,358		150,000	12,587,816	19,540,413	19,054,337
Charges for Fees & Service	10 5,195,081	20,000		0	0	0	39,918,725	45,133,806	44,582,319	44,356,107
Special Assessments	11 0	0		0	0	0	0	0	0	30,128
Miscellaneous	12 588,586	60,380		0	941,500	0	2,849,000	4,439,466	5,368,276	8,722,371
Sub-Total Revenues	13 40,957,124	11,220,597	10,226,657	15,014,022	3,129,858	0	43,148,643	123,696,901	126,820,542	127,639,659
Other Financing Sources:										
Total Transfers In	14 2,742,600	0	0	9,176,906	2,040,000	0	9,000	13,968,506	14,135,985	20,010,089
Proceeds of Debt	15 0	0	0	0	11,660,000		13,718,885	25,378,885	39,553,675	29,068,795
Proceeds of Capital Asset Sales	16 0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17 43,699,724	11,220,597	10,226,657	24,190,928	16,829,858	0	56,876,528	163,044,292	180,510,202	176,718,543
Expenditures & Other Financing Uses										
Public Safety	18 24,378,145	2,655,371	0			0		27,033,516	24,725,165	21,658,706
Public Works	19 669,455	7,494,861	0	0		0		8,164,316	8,039,666	6,783,039
Health and Social Services	20 0	0	0	0		0		0	7,000	2,725
Culture and Recreation	21 9,852,053	76,980	0	0		0		9,929,033	9,016,467	6,501,797
Community and Economic Development	22 2,672,890	0	2,627,046			0		5,299,936	4,466,378	3,553,167
General Government	23 5,335,829	0	0	0		0		5,335,829	4,758,447	3,746,560
Debt Service	24 0	0	0	24,277,332		0		24,277,332	38,022,650	40,288,141
Capital Projects	25 0	0	0		25,152,561	0		25,152,561	37,932,863	27,987,535
Total Government Activities Expenditures	26 42,908,372	10,227,212	2,627,046	24,277,332	25,152,561	0		105,192,523	126,968,636	110,521,670
Business Type Proprietary: Enterprise & ISF	27						52,779,898	52,779,898	51,808,477	37,279,206
Total Gov & Bus Type Expenditures	28 42,908,372	10,227,212	2,627,046	24,277,332	25,152,561	0	52,779,898	157,972,421	178,777,113	147,800,876
Total Transfers Out	29 1,814,850	2,071,583	7,224,351	0	281,600	0	2,576,122	13,968,506	14,135,985	20,010,089
Total ALL Expenditures/Fund Transfers Out	30 44,723,222	12,298,795	9,851,397	24,277,332	25,434,161	0	55,356,020	171,940,927	192,913,098	167,810,965
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -1,023,498	-1,078,198	375,260	-86,404	-8,604,303	0	1,520,508	-8,896,635	-12,402,896	8,907,578
Beginning Fund Balance July 1	33 26,985,121	12,944,300	2,007,543	1,764,070	32,130,837	0	49,491,377	125,323,248	137,726,144	128,818,566
Ending Fund Balance June 30	34 25,961,623	11,866,102	2,382,803	1,677,666	23,526,534	0	51,011,885	116,426,613	125,323,248	137,726,144

LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2014A General Obligation Refunding Bonds	14,885,000	GO	2014-218	1,040,000	238,706	1,278,706	500		645,787	633,419
2014B General Obligation Bonds	12,345,000	GO	2014-220	885,000	237,650	1,122,650	500		108,200	1,014,950
2014G General Obligation Refunding Capital Loan Notes	22,450,000	GO	2014-469	1,520,000	464,838	1,984,838	500	0	0	1,985,338
2015A General Obligation Bonds	7,750,000	GO	2015-237	745,000	69,644	814,644	500	0	393,681	421,463
2015B General Obligation Annual Appropriation Urban Renewal Bonds	2,200,000	GO	2015-239	270,000	20,500	290,500	500	0	290,500	500
2016A General Obligation Refunding Bonds	13,090,000	GO	2016-107	1,255,000	96,575	1,351,575	500	0	1,017,074	335,001
2016B General Obligation Bonds	13,000,000	GO	2016-173	870,000	71,600	941,600	500	0	406,000	536,100
2017A General Obligation Bonds	11,675,000	GO	2017-212	1,000,000	186,831	1,186,831	500	0	708,194	479,137
2017B Water Revenue Bonds	1,605,000	NON-GO	2017-214	130,000	32,669	162,669	500	0	163,169	0
2018A General Obligation Bonds	17,970,000	GO	2018-236	1,405,000	404,950	1,809,950	600	0	663,850	1,146,700
2018B Water Revenue Bonds	5,990,000	NON-GO	2018-238	355,000	165,731	520,731	600	0	521,331	0
2019A General Obligation Bonds	20,740,000	GO	2019-205	1,645,000	625,400	2,270,400	600	0	1,663,350	607,650
2019B Water Revenue Bonds	5,090,000	NON-GO	2019-207	280,000	175,700	455,700	600	0	456,300	0
2020A General Obligation Bonds	17,520,000	GO	2020-233	1,705,000	478,200	2,183,200	600	0	1,022,650	1,161,150
2020B Water Revenue Bonds	3,375,000	NON-GO	2020-235	200,000	78,025	278,025	600	0	278,625	0
2021A General Obligation Bonds	25,045,000	GO	2021-244	3,985,000	941,950	4,926,950	600	0	1,876,350	3,051,200
2021B Water Revenue Capital Loan Notes	2,865,000	NON-GO	2021-179	120,000	48,072	168,072	6,868	0	174,940	0
2022A General Obligation Bonds	18,915,000	GO	2022-108	3,365,000	743,488	4,108,488	600	0	381,270	3,727,818
2022B Water Revenue Capital Loan Notes	2,408,000	NON-GO		0	48,561	48,561	0	0	48,561	0
Commercial and Industrial Replacement		NON-GO				0			277,565	-277,565
Interest Income		NON-GO				0			4,000	-4,000
Mobile Home Taxes		NON-GO				0			8,000	-8,000
Use of Cash Reserves		NON-GO				0			86,404	-86,404
		-				0				0
		-				0				0
		-				0				0
		-				0				0
		-				0				0
		-				0				0
		-				0				0
		-				0				0
		-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0				0
	32	-				0				0
	33	-				0				0
	34	-				0				0
	35	-				0				0
	36	-				0				0
	37	-				0				0
	38	-				0				0
	39	-				0				0
	40	-				0				0
	41	-				0				0
	42	-				0				0
	43	-				0				0
	44	-				0				0
	45	-				0				0
	46	-				0				0
	47	-				0				0
	48	-				0				0
	49	-				0				0
	50	-				0				0
	51	-				0				0
	52	-				0				0
	53	-				0				0
	54	-				0				0
	55	-				0				0
	56	-				0				0
	57	-				0				0
	58	-				0				0
	59	-				0				0
	60	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0				0
	62	-				0				0
	63	-				0				0
	64	-				0				0
	65	-				0				0
	66	-				0				0
	67	-				0				0
	68	-				0				0
	69	-				0				0
	70	-				0				0
	71	-				0				0
	72	-				0				0
	73	-				0				0
	74	-				0				0
	75	-				0				0
	76	-				0				0
	77	-				0				0
	78	-				0				0
	79	-				0				0
	80	-				0				0
	81	-				0				0
	82	-				0				0
	83	-				0				0
	84	-				0				0
	85	-				0				0
	86	-				0				0
	87	-				0				0
	88	-				0				0
	89	-				0				0
	90	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-				0				0
	92	-				0				0
	93	-				0				0
	94	-				0				0
	95	-				0				0
	96	-				0				0
	97	-				0				0
	98	-				0				0
	99	-				0				0
	100	-				0				0
	101	-				0				0
	102	-				0				0
	103	-				0				0
	104	-				0				0
	105	-				0				0
	106	-				0				0
	107	-				0				0
	108	-				0				0
	109	-				0				0
	110	-				0				0
	111	-				0				0
	112	-				0				0
	113	-				0				0
	114	-				0				0
	115	-				0				0
	116	-				0				0
	117	-				0				0
	118	-				0				0
	119	-				0				0
	120	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

	Principal Due FY 2023	Interest Due FY 2023	Total Obligation Due FY 2023	Bond Reg./ Paying Agent Fees Due FY 2023	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	19,690,000	4,580,332	24,270,332	7,000	0	9,176,906	15,100,426
NON GO - TOTAL	1,085,000	548,758	1,633,758	9,168	0	2,018,895	-375,969
GRAND - TOTAL	20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: ANKENY

The City Council will conduct a public hearing on the proposed Budget at: Ankeny Kirkendall Public Library - Council Chambers Meeting Date: 3/21/2022 Meeting Time: 05:30 PM

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

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

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.				
The estimated Total tax levy rate per \$1000 valuation on regular property				
9.90000				
The estimated tax levy rate per \$1000 valuation on Agricultural land is				
3.00375				
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.				
Phone Number (515) 965-6400		City Clerk/Finance Officer's NAME Jennifer Sease		
		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources				
Taxes Levied on Property	1	45,079,675	41,979,358	39,366,198
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	45,079,675	41,979,358	39,366,198
Delinquent Property Taxes	4	0	0	303,020
TIF Revenues	5	10,221,657	8,987,846	8,761,953
Other City Taxes	6	3,308,624	3,117,520	2,737,727
Licenses & Permits	7	2,348,600	2,478,600	3,200,620
Use of Money and Property	8	577,257	766,210	1,107,198
Intergovernmental	9	12,587,816	19,540,413	19,054,337
Charges for Fees & Service	10	45,133,806	44,582,319	44,356,107
Special Assessments	11	0	0	30,128
Miscellaneous	12	4,439,466	5,368,276	8,722,371
Other Financing Sources	13	25,378,885	39,553,675	29,068,795
Transfers In	14	13,968,506	14,135,985	20,010,089
Total Revenues and Other Sources	15	163,044,292	180,510,202	176,718,543
Expenditures & Other Financing Uses				
Public Safety	16	27,033,516	24,725,165	21,658,706
Public Works	17	8,164,316	8,039,666	6,783,039
Health and Social Services	18	0	7,000	2,725
Culture and Recreation	19	9,929,033	9,016,467	6,501,797
Community and Economic Development	20	5,299,936	4,466,378	3,553,167
General Government	21	5,335,829	4,758,447	3,746,560
Debt Service	22	24,277,332	38,022,650	40,288,141
Capital Projects	23	25,152,561	37,932,863	27,987,535
Total Government Activities Expenditures	24	105,192,523	126,968,636	110,521,670
Business Type / Enterprises	25	52,779,898	51,808,477	37,279,206
Total ALL Expenditures	26	157,972,421	178,777,113	147,800,876
Transfers Out	27	13,968,506	14,135,985	20,010,089
Total ALL Expenditures/Transfers Out	28	171,940,927	192,913,098	167,810,965
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,896,635	-12,402,896	8,907,578
Beginning Fund Balance July 1	30	125,323,248	137,726,144	128,818,566
Ending Fund Balance June 30	31	116,426,613	125,323,248	137,726,144



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of March 7, 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, March 7, 2022 5:30 PM

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Kerry Walter-Ashby, Kelly Whiting

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

APPROVAL OF AGENDA

1. Council Member Whiting moved, Ruddy seconded, to approve and accept the March 7, 2022 agenda as presented. Ayes: 5.

PUBLIC HEARINGS

1. PH 2022-20. Mayor Holm announced that this is the time and place for a public hearing on the matter of the proposed Ordinance 2098 amending the Code of Ordinances of the City of Ankeny, Iowa, by adding a new section entitled Entertainment District. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Eric Jensen, Community Development Director, reported that the Council and staff have worked through the process of creating two Entertainment Districts to promote events in areas that are specifically designed for this type of activity while creating a sense of community. The public hearing is being held, not out of compliance, but to allow businesses and residents an opportunity to provide public input related to the proposed Entertainment District Ordinance.

Mayor Holm then asked for any public comment regarding the proposed ordinance. The following comments were heard:

- Andy Martin, 514 NE Georgetown Blvd, Ankeny, spoke in favor of the Entertainment District. He also requested that holidays be added to "weekend hours" within the ordinance, that the City look at public parking under special use permits, and that glass containers be banned on public properties.
- Joe Ethington, 210 SW Pleasant Street, Ankeny, voiced concerns about increased noise decibels in the Uptown Entertainment District with residential districts being in such close proximity.
- Jackie Fulmer, 1715 SW Vintage Parkway, Ankeny, would like to see Thursday added as a week night rather than weekend. Also concerned about increased decibels for Special Event activities.
- Mark Gray, 416 SW 3rd Street, Ankeny, spoke in favor of the Entertainment Districts, but was concerned about increased decibels. Gray also spoke about parking violations in the Uptown area.
- Jamie Erie, 213 S Pleasant Street, Ankeny, voiced concerns about increased noise decibels that the Entertainment District may create.
- Marcus Pitts, 2614 Bellagio Drive, Ankeny, supports the Entertainment District as a commercial realtor and the draw it will bring to the area.
- Stacy Kimberlin, 324 SW 3rd Street, Ankeny voiced concerns about the increased decibels in the Uptown area.

- Nick Jennings, owner of Caliber Iowa and several residential projects and complexes in the District, submitted a letter with concerns regarding noise levels.

Hearing no further comments, Council Member Whiting moved, Bentz seconded, to close public hearing 2022-20. Ayes: 5.

2. PH 2022-21. Mayor Holm announced that this is the time and place for a public hearing on the matter of the proposed Ordinance 2102 vacating a portion of a public utility easement associated with Lot 1, The District at Prairie Trail Plat 11. Notice of this hearing was published in the Des Moines Register on the 25th day of February, 2022.

Eric Jensen, Community Development Director, reported that DRA Properties, LC has requested the vacation of a Public Utility Easement located on Lot 1, The District at Prairie Trail Plat 11 to facilitate future development of the site.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Ruddy seconded, to close public hearing 2022-21. Ayes: 5.

3. PH 2022-22. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the SE Delaware Avenue HMA Widening project. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Mark Mueller, Public Works Director, reported the SE Delaware Avenue HMA Widening project includes the widening of SE Delaware Avenue from SE 72nd Street to SE 66th Street. This project also includes the milling and Hot Mix Asphalt (HMA) overlay of the existing travel lanes within the same limits.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Bentz seconded, to close public hearing 2022-22. Ayes: 5.

4. PH 2022-23. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Mark Mueller, Public Works Director, reported the 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project includes the partial depth repair patching and the crack and joint cleaning and filling of the northbound lanes of SW State Street from just north of SW Oralabor Road to just south of SW Ordinance Road in the City of Ankeny.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Walter-Ashby moved, Bentz seconded, to close public hearing 2022-23. Ayes: 5.

5. PH 2022-24. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the North

Ankeny Boulevard Fiber Optic Upgrade project. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Mark Mueller, Public Works Director, reported that the N Ankeny Boulevard Fiber Optic Upgrade will replace an existing link in the City's communication infrastructure between 1st Street and 18th Street that has frequent operational and capacity issues due to shallow depth of conduit and lack of bandwidth.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Ruddy seconded, to close public hearing 2022-24. Ayes: 5.

6. PH 2022-25. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2022 PCC Reconstruction Program – SE Peachtree Drive project. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Mark Mueller, Public Works Director, reported that the 2022 PCC Reconstruction Program – SE Peachtree Drive project includes pavement reconstruction and minor utility improvements along SE Peachtree Drive from just north of SE Magnolia Drive to just south of SE Oralabor Road in the City of Ankeny.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Bentz seconded, to close public hearing 2022-25. Ayes: 5.

7. PH 2022-26. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the NE Four Mile Drive RCB – Deer Creek project. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Don Clark, Municipal Utilities Director, reported that the NE Four Mile Drive RCB for Deer Creek project is generally located on NE Four Mile Drive between NE 16th Street and NE 8th Street. The construction improvements include construction of a Twin 12' x 8' x 188' reinforced concrete box culvert and roadway embankment. Other associated improvements include mobilization, excavation, fencing, revetment, erosion control, surface restoration and miscellaneous work necessary to complete the project.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Whiting seconded, to close public hearing 2022-26. Ayes: 5.

8. PH 2022-27. Mayor Holm announced that this is the time and place for the public hearing and meeting on the proposed maximum property tax dollars for Fiscal Year July 1, 2022 – June 30, 2023. Notice of this hearing was published in the Des Moines Register on the 25th day of February, 2022 and posted on the City's website for public viewing, along with an electronic link to such notice on all of the City's social media accounts.

David Jones, City Manager, reported that the total tax levy for Ankeny for FY2023 will increase 9.58%. Jones reviewed the current and future tax rates as well.

Mayor Holm then asked for any public comment regarding the proposed property tax levy. Hearing no comments, Council Member Whiting moved, Bentz seconded, to close public hearing 2022-27. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of February 21, 2022, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of February 8, 2022.
3. Receive and file minutes of the Library Board of Trustees meeting of January 20, 2022.
4. Receive and file minutes of the Human Rights Commission meeting of February 24, 2022.

Licenses and Permits

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

Finance/Budget

6. Amendment No. 4 to the Professional Services Agreement increasing the contract amount by \$452,600.00 with Foth Infrastructure and Environment, LLC for 2022 construction engineering services on the West First Street Widening and Improvements - Phase 1 project.
7. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$383,500.00 with Fox Engineering, for construction services on the ASR #3 project.
8. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$166,120.00 with JEO Consulting Group for construction engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.
9. Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$112,645.00 with Kirkham Michael & Associates, Inc., for construction engineering services on the NE Four Mile Drive RCB Culvert for Deer Creek project.
10. Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$9,500.00 with MSA Professional Services, Inc. for design and bidding engineering services on the NW 36th Street and NW Weigel Drive Water Main project.
11. Change Order #1 decreasing the contract amount by \$3,008.00 to Precision Underground Utilities, LLC for construction services on the Fiber Optic Connection to Ankeny Senior Center.
12. Amendment No. 3 to the Professional Services Agreement with Snyder & Associates, Inc., for construction services on the second phase of improvements for the SE Crosswinds Drive - RISE Project in an amount not to exceed \$228,650.00 and authorize the Mayor to execute said Agreement.
13. Payment #17 in the amount of \$14,570.81 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.
14. Payment #8 in the amount of \$41,650.56 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.
15. Payment #10 in the amount of \$3,540.00 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 1 project.
16. Payment #7 in the amount of \$24,167.88 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
17. Payment #7 in the amount of \$324,033.13 to McAninch Corporation, for construction services on the Irvinedale Drive Water Main Improvements - Phase 3 project.
18. Payment #1 in the amount of \$47,645.35 to Precision Underground Utilities, LLC, for construction services on the Fiber Optic Connection to Ankeny Senior Center project.
19. Payment #21 in the amount of \$2,275.40 to Shive Hattery for design\development services on the Ankeny Senior Community Center.
20. Payment #12 in the amount of \$14,679.78 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

21. Payment #15 in the amount of \$1,255.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements project.
22. Payment #19 in the amount of \$13,664.68 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
23. Payment #22 in the amount of \$6,470.00 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
24. Payment #11 in the amount of \$4,773.62 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
25. Payment #15 in the amount of \$14,364.98 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
26. Payment #15 in the amount of \$4,194.00 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
27. Payment #7 in the amount of \$15,226.25 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
28. March 7, 2022 Accounts Payable: General 148,184; Hotel/Motel 208,230; Road Use Tax 73,929; Police & Fire 1,291; Library Foundation 1,038; Solid Waste 34; Water 20,644; Sewer 143,663; Stormwater 805; Golf Course 6,878; Enterprise Project 343,090; Revolving 4,218; Risk Management 3,819; Health Ins 6,591; BAN/Bond Activities 901,364; Payroll Totals 1,184,256; Transfers/ACH (182,823); Agenda Payments approved separately 532,512; Grand Total \$2,332,699.

Community Development

29. Approve the 5th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved September 20, 2021.
30. **RESOLUTION 2022-109** accepting final plat, platted easements, deed to street, and subdivision bond for seeding and erosion control for The District at Prairie Trail Plat 12
31. **RESOLUTION 2022-110** approving plans and specifications and accepting contracts and performance and maintenance bonds for the construction of water main, sanitary sewer and storm sewer associated with development of The District at Prairie Trail Plat 12.
32. **RESOLUTION 2022-111** approving plans and specifications and accepting contracts and performance and maintenance bonds for the construction of street paving associated with The District at Prairie Trail Plat 12.
33. **RESOLUTION 2022-112** accepting the final plat for Forest Ridge Estates Plat 2, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.
34. **RESOLUTION 2022-113** 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 Georgetown Plat 11.
35. **RESOLUTION 2022-114** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of sanitary sewer in Georgetown Plat 11.
36. Approve The Reserve at the Grove Preliminary Plat, and accept the public street name NW Savannah Drive and the private street name NW Olivia Lane.

Engineering

37. **RESOLUTION 2022-115** authorizing the Mayor to sign a development agreement with DRA Properties LC, concerning the construction of a traffic signal at the intersection of SW State Street and SW 11th Street in the City of Ankeny, Iowa.
38. **RESOLUTION 2022-116** approving documents for the acquisition of temporary construction easement for the NW 36th Street & NW State Street Interim Improvements in Ankeny, Iowa. (Northwest corner of NW 36th Street and NW State Street - Hy-Vee, Inc.)
39. **RESOLUTION 2022-117** authorizing the execution of a Federal-Aid Agreement for Iowa's Clean Air Attainment Program (ICAAP) funding between the Iowa Department of Transportation (DOT)

and the City of Ankeny, Iowa for the sharing of project costs for the proposed SW Oralabor Road and SW State Street Intersection Safety Improvements project.

40. **RESOLUTION 2022-118** authorizing the execution of a Federal-Aid Agreement for Iowa's Transportation Alternatives Program (Iowa's TAP) funding between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa for the sharing of project costs for the proposed Oralabor Gateway Trail – SW State Street Underpass project.
41. **RESOLUTION 2022-119** approving plans and specifications and accepting contracts, performance and maintenance bonds for a traffic signal for the construction of SW State Street and SW 11th Street Intersection Improvements.
42. **RESOLUTION 2022-120** approving plans and specifications and accepting contracts, performance and maintenance bonds for paving, storm sewer, and subgrade prep for the construction of SW State Street and SW 11th Street Intersection Improvements.
43. **RESOLUTION 2022-121** approving documents for the acquisition of permanent easements and a temporary construction easement for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive in Ankeny, Iowa. (north of NE 36th Street - Threshold Otter Creek, LLC).

Administrative

44. **RESOLUTION 2022-122** approving construction contract and bond with W RH, Inc. of Amana, Iowa, in the amount of \$2,989,800.00 for the Well #7 - ASR #3 - Bid Package 2 - Well Pump and Control Building project.
45. Authorize City staff to apply for the Iowa All-Star Community Award.

Approval of Consent Agenda Items

1. Council Member Whiting moved, second by Bentz, to approve the recommendations for Consent Agenda Items CA-1 through CA-45. Ayes: Whiting, Bentz, Perry, Ruddy, Walter-Ashby.

BOARDS AND COMMISSIONS

1. Council Member Perry moved, Ruddy seconded, to approve the Mayors appointment to the Cultural Arts Board – Kyle Robinson – effective immediately – terms expire 4/30/2025. Ayes: Perry, Ruddy, Whiting, Bentz, Walter-Ashby.

APPROVAL OF ORDINANCES

1. **Ord 2096.** An Ordinance vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2. Council Member Walter-Ashby moved, Bentz seconded, to accept third consideration of ORDINANCE 2096, sending it on its final passage and publication as required by law. Ayes: Walter-Ashby, Bentz, Perry, Ruddy, Whiting.
Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-123** authorizing the sale of property vacated by the City of Ankeny, Iowa, to Scott N. Von Hagen. Ayes: Whiting, Ruddy, Bentz, Perry, Walter-Ashby.
2. **Ord 2097.** An Ordinance vacating a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street (PH 2022-08). Council member Bentz moved, Whiting seconded, to accept second consideration of ORDINANCE 2097. Ayes: Bentz, Whiting, Perry, Ruddy, Walter-Ashby
3. **Ord 2098.** An Ordinance creating section 143 - Entertainment Districts in the City of Ankeny, Iowa. (PH 2022-20). Council Member Bentz moved, Whiting seconded, to accept first consideration of ORDINANCE 2098, with the expectation of changes discussed by council to the second and third reading. Ayes: Bentz, Whiting, Perry, Ruddy, Walter-Ashby.
4. **Ord 2099.** An Ordinance amending Chapter 44.06 Noise Ordinance by adding a section referencing Chapter 143 - Entertainment Districts. Council Member Whiting moved, Bentz

seconded, to accept first consideration of ORDINANCE 2099. Ayes: Whiting, Bentz, Perry, Ruddy, Walter-Ashby.

5. **Ord 2100.** An Ordinance amending Chapter 130.07 Outdoor Seating addressing Chapter 143 - Entertainment Districts. Council Member Perry moved, Whiting seconded, to accept first consideration of Ordinance 2100. Ayes: Perry, Whiting, Bentz, Ruddy, Walter-Ashby.
6. **Ord 2101.** An Ordinance amending Chapter 196.02 Special Use Permits addressing Chapter 143 - Entertainment Districts. Council Member Bentz moved, Whiting seconded, to accept first consideration of ORDINANCE 2101. Ayes: Bentz, Whiting, Perry, Ruddy, Walter-Ashby.
7. **Ord 2102.** An Ordinance vacating a Public Utility Easement associated with Lot 1, The District at Prairie Trail Plat 11. (PH 2022-21). Council Member Whiting moved, Ruddy seconded, to accept first consideration of ORDINANCE 2102. Ayes: Whiting, Ruddy, Bentz, Perry, Walter-Ashby.
8. **Ord 2103.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates. Council Member Walter-Ashby, Whiting seconded, to accept first consideration of ORDINANCE 2103. Ayes: Walter-Ashby, Whiting, Bentz, Perry, Ruddy.
9. **Ord 2104.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to sewer service charges. Council Member Bentz moved, Whiting seconded, to accept first consideration of ORDINANCE 2104. Ayes: Bentz, Whiting, Perry, Ruddy, Walter-Ashby.
10. **Ord 2105.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees. Council Member Whiting moved, Walter-Ashby seconded, to accept first consideration of ORDINANCE 2105. Ayes: Whiting, Walter-Ashby, Bentz, Perry, Ruddy.

NEW BUSINESS

1. Proposed SE Delaware Avenue HMA Widening (PH 2022-22)
Council Member Bentz moved, Whiting seconded, to adopt 1) **RESOLUTION 2022-124** adopting plans, specifications, form of contract and estimate of cost \$875,000.00; 2) receive and file report of bids received March 1, 2022; 3) adopt **RESOLUTION 2022-125** making award of construction contract with Grimes Asphalt and Paving Corp. in the amount of \$915,737.43; and 4) adopt **RESOLUTION 2022-126** approving contract and bonds with Grimes Asphalt and Paving Corp. in the amount of \$915,737.43. Ayes: Bentz, Whiting, Perry, Ruddy, Walter-Ashby.
2. Proposed 2022 Pavement Preservation Program - SW State Street (Northbound Lanes) (PH 2022-23)
Council Member Whiting moved, Ruddy seconded, to adopt 1) **RESOLUTION 2022-127** adopting plans, specifications, form of contract and estimate of cost \$385,025.00; 2) receive and file report of bids received March 1, 2022; 3) adopt **RESOLUTION 2022-128** making award of construction contract with Iowa Civil Contracting, Inc. in the amount of \$356,049.20; and 4) adopt **RESOLUTION 2022-129** approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of \$356,049.20. Ayes: Whiting, Ruddy, Bentz, Perry, Walter-Ashby.
3. Proposed North Ankeny Boulevard Fiber Optic Upgrade (PH 2022-24)
Council Member Bentz moved, Whiting seconded, to adopt 1) **RESOLUTION 2022-130** adopting plans, specifications, form of contract and estimate of cost \$256,480.00; 2) receive and file report of bids received March 1, 2022; 3) adopt **RESOLUTION 2022-131** making award of construction contract with Communication Data Link in the amount of \$178,979.00; and 4) adopt **RESOLUTION 2022-132** approving contract and bonds with Communication Data Link in the amount of \$178,979.00. Ayes: Bentz, Whiting, Perry, Ruddy, Walter-Ashby.
4. Proposed 2022 PCC Reconstruction Program – SE Peachtree Drive (PH 2022-25)
Council Member Whiting moved, Perry seconded, to adopt 1) **RESOLUTION 2022-133** adopting plans, specifications, form of contract and estimate of cost \$787,965.00; 2) receive and file report of bids received March 1, 2022; 3) adopt **RESOLUTION 2022-134** making award of construction contract with Con-Struct, Inc. in the amount of \$805,555.00; and 4) adopt

RESOLUTION 2022-135 approving contract and bonds with Con-Struct, Inc. in the amount of \$805,555.00. Ayes: Whiting, Perry, Bentz, Ruddy, Walter-Ashby.

5. Proposed NE Four Mile Drive RCB - Deer Creek (PH 2022-26)

Council Member Bentz moved, Ruddy seconded, to adopt 1) **RESOLUTION 2022-136** adopting plans, specifications, form of contract and estimate of cost \$1,161,988.00; 2) receive and file report of bids received March 1, 2022; 3) adopt **RESOLUTION 2022-137** making award of construction contract with Gus Construction in the amount of \$1,027,970.68; and 4) adopt **RESOLUTION 2022-138** approving contract and bonds with Gus Construction in the amount of \$1,027,970.68. Ayes: Bentz, Ruddy, Perry, Walter-Ashby, Whiting

6. 2022 SW Des Moines Street Parks - Phase 1 - Initiate Proceedings

Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-139** ordering construction on the 2022 SW Des Moines Street Parks - Phase 1 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/29/22 @ 10:30 AM / date of hrg: 4/4/22 @ 5:30 PM) Ayes: Whiting, Ruddy, Bentz, Perry, Walter-Ashby.

7. Cherry Glen Ballfield Development Project Professional Services Agreement with Snyder & Associates

Council Member Bentz moved, Whiting seconded, to approve the Professional Services Agreement with Snyder & Associates for design engineering and construction administration services on the Cherry Glenn Ballfield Development project in an amount not to exceed \$46,000.00 and authorize the Mayor to execute said Agreement. Ayes: Bentz, Whiting, Perry, Ruddy, Walter-Ashby.

8. Proposed Fourmile Creek and Tributary to Fourmile Creek Restoration Professional Services Agreement with RDG Planning & Design

Council Member Perry moved, Ruddy seconded, to approve the Professional Services Agreement with RDG Planning & Design for the design engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project in an amount not to exceed \$223,370.00 and authorize the Mayor to execute said agreement. Ayes: Perry, Ruddy, Bentz, Walter-Ashby, Whiting.

9. Proposed North Four Mile Creek Trunk Sewer Professional Services Agreement with Foth Infrastructure and Environment, LLC. (Foth)

Council Member Ruddy moved, Walter-Ashby seconded, to approve the Professional Services Agreement with Foth, for the design engineering and bidding phase services on the North Four Mile Creek Trunk Sewer Project in an amount not to exceed \$127,100.00 and the Mayor to execute said agreement. Ayes: Ruddy, Walter-Ashby, Bentz, Perry, Whiting.

10. Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2022 - June 30, 2023 (PH-2022-27)

Council Member Whiting moved, Bentz seconded, to adopt **RESOLUTION 2022-140** approving the maximum property tax dollars for Fiscal Year July 1, 2022 - June 30, 2023. Ayes: Whiting, Bentz, Perry, Ruddy, Walter-Ashby.

11. Proposed Amendment of Current City Budget for FY 2022 and Budget Estimate for FY 2023 Set Public Hearing Date

Council Member Perry moved, Ruddy seconded, to set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022 and Budget Estimate for Fiscal Year July 1, 2022 - June 30, 2023 for March 21, 2022 at 5:30 p.m. and direct City Clerk to publish notice of such hearings. Ayes: Perry, Ruddy, Bentz, Walter-Ashby, Whiting.

12. Redemption of Outstanding Sewer Revenue Bonds, Series 2014C

Council Member Bentz moved, Ruddy seconded, to adopt **RESOLUTION 2022-141** authorizing the redemption of outstanding Sewer Revenue Bonds, Series 2014C, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given. Ayes: Bentz, Ruddy, Perry, Walter-Ashby, Whiting.

13. Redemption of Outstanding Water Revenue Refunding Bonds, Series 2014D

Council Member Bentz moved, Walter-Ashby seconded, to adopt **RESOLUTION 2022-142** authorizing the redemption of outstanding Water Revenue Refunding Bonds, Series 2014D, of

the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given. Ayes: Bentz, Walter-Ashby, Perry, Ruddy, Whiting.

14. Redemption of Outstanding Water Revenue Refunding Bonds, Series 2014E

Council Member Bentz moved, Ruddy seconded, to adopt **RESOLUTION 2022-143** authorizing the redemption of outstanding Water Revenue Refunding Bonds, Series 2014E, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given. Ayes: Bentz, Ruddy, Perry, Walter-Ashby, Whiting.

15. Redemption of Outstanding Sewer Revenue Refunding Bonds, Series 2014F

Council Member Perry moved, Bentz seconded, to adopt **RESOLUTION 2022-144** authorizing the redemption of outstanding Sewer Revenue Refunding Bonds, Series 2014F, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given. Ayes: Perry, Bentz, Ruddy, Walter-Ashby, Whiting.

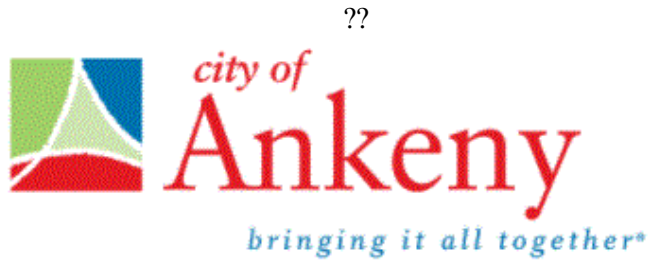
ADJOURNMENT

1. Meeting was adjourned at 7:16 PM.

Denise L. Hoy, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 03/18/2022



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the special meeting of March 8, 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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 Special Meeting Minutes

MINUTES OF THE ANKENY CITY COUNCIL SPECIAL MEETING

Tuesday, March 8, 2022

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Kerry Walter-Ashby, Kelly Whiting

Mayor Holm called the meeting to order at 3:45 PM. Council Members present were Bobbi Bentz, Jeff Perry, Joe Ruddy, and Kelly Whiting. Council Member Kerry Walter-Ashby joined the meeting electronically. City Manager David Jones, Director of Administrative Services Jennifer Sease, and Human Resource Director Dawn Gean were also present.

NEW BUSINESS:

1. Council Member Whiting moved, second by Perry, 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.”

The executive session meeting adjourned at 5:45 PM

ADJOURNMENT

1. At 5:46 PM council adjourned the special meeting.

Jennifer Sease, Director of Administrative Services

Mark Holm, Mayor

Published in the Des Moines Register on the 18th day of March, 2022.



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? 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 February 22, 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 2022-02-22

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, February 22, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the February 22, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the February 22, 2022 agenda without amendments. Second by A.Renaud. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no citizen requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the February 8, 2022 minutes of the Plan and Zoning Commission meeting.

Item #2. Brakes Plus Plat 1 Final Plat

Motion to recommend City Council approval of the Brakes Plus Plat 1 Final Plat.

Item #3. Georgetown Plat 11 Final Plat

Motion to recommend City Council approval of the Georgetown Plat 11 Final Plat.

Item #4. 350 NW 18th Street - Ankeny Orthodontics Site Plan

Motion to approve the site plan for 350 NW 18th Street, Ankeny Orthodontics, subject to City Council approval of Georgetown Plat 11 final plat.

Item #5. 3742 SE Convenience Boulevard - Ankeny Airport Hangar Development ACME Aviation Site Plan

Motion to approve the site plan for 3742 SE Convenience Boulevard, Ankeny Airport Hangar Development ACME Aviation.

Item #6. Forest Ridge Estates Plat 2 Final Plat (County)

Motion to recommend City Council approval of the Forest Ridge Estates Plat 2 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #6. Second by T.Flack. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS

Item #7. Hope Kimberley, LLC request for voluntary annexation of territory into the City of Ankeny

J.Heil reported there are owners of 17 parcels that have requested voluntary annexation to the City of Ankeny. The land area currently petitioned for annexation is 492.75 acres. There are 11 parcels of land within the proposed annexation area that have not petitioned at this time. He said the overall proposed annexation area, including non-petitioned parcels contain 584.16 acres. J.Heil stated that if petitions are not received for these parcels, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The proposed annexation area is contiguous with the corporate boundary of Ankeny and includes any and all Polk County road right-of-way to the centerline of the adjacent road. He said the proposed annexation area is also within two miles of the cities of Alleman and Elkhart. J.Heil presented the Ankeny Comprehensive Plan Future Land Use Map noting the identified land uses for this territory. He further noted the locations of public water and sanitary sewer mains that would be extended into the annexation area to serve future development. He asked if the Commission had any questions.

T.Flack asked for clarification on whether the 11 non-consenting owners would have to be annexed to the City of Ankeny. E.Jensen said that staff will explain a voluntary 80/20 annexation in their staff report at the next meeting. He further said the City Council adopted a policy on annexations, which is consistent with state law that does not encourage irregular boundaries, it encourages uniform boundaries. The State allows up to 20% of territory to be non-consenting to be included in an annexation so nonuniform boundaries are not created. E.Carstens referenced the map showing the consenting and nonconsenting property to help clarify the 80/20 annexation.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale representing Hope Kimberley, LLC and Hope K. Farms stated that their ownership is approximately 66% of the annexation area. She is at the meeting to offer their support for the annexation. She asked if the Commission had any questions.

Jim Thornton, 412 NE Georgetown Boulevard, Ankeny representing the City of Alleman. He said most of the non-consenting landowners are in attendance and have signed for voluntary annexation to the City of Alleman. He said there are some portions of this proposed annexation that are in conflict with the wishes of the ownership.

Chris Seuntjens, 2075 NE 126th Avenue, Alleman said he does not understand why it is so important to have straight boundaries. He said there are a lot of other cities that have boundaries that are not straight. He shared that there has to be another reason why there is a need for a straight boundary and would like to know what that is.

G.Hunter responded that staff will address his question in their staff report at the next meeting.

Jason Wattonville, 12702 NE 22nd Street, Alleman said he farms 20 acres and asked whether the City of Ankeny, as they go through land annexation, has thought about agrihoods and agriculture. How it can be kept in the mix as they keep taking productive farm ground out of use and converting it to other uses other than growing food. He has researched other cities where they are folding in agrihoods trying to really endorse and utilize regional food and local food supplies. He noted that the pandemic helped catapult local food. He asked if the City has had discussions or have thought about how they can create agriculture into their plans as the City moves forward.

Kevin Huss, 1957 NE 126th Avenue, Alleman said he signed for voluntary annexation into Alleman. Alleman is where his children go to school, and that is where he would like his tax dollars to go. He said their family has no connection to Ankeny.

Brian Linnemeyer,(BK Linnemeyer Trust), 14205 G36 Hwy, Indianola said he owns an adjacent farm along NE Delaware and a nearby farm along Hwy 69. He also owns farmland in more rural areas of the State. In his opinion, the farms that are in more rural areas should stay agriculture. He noted that the proposed annexation area is located near an I-35 interchange and it appears that there are plans to widen the interstate to six lanes. He feels this area is suitable for the growth of Ankeny and is in favor of the proposed annexation plan of the City of Ankeny.

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

G.Hunter stated that the Commission will act on this item at the March 8, 2022 Plan and Zoning Commission meeting after receiving a report from City Staff.

T.Flack asked staff to provide information at the next meeting on how property addressing would be handled between the cities with this proposed annexation.

BUSINESS ITEMS

Item #8. 1102 NW Weigel Drive - St. Luke's Mobile Classrooms Site Plan Renewal

D.Silverthorn reported the St. Luke's Mobile Classrooms site plan was originally approved in 2017. The mobile classrooms are located at the southwest corner of the building and are approximately 1,760 square-feet each. He presented current photos of the classrooms to the Commission. D.Silverthorn stated that the original site plan was approved with an expiration of five years from the approved date of August 22, 2017. He said the five-year anniversary date is approaching and St. Luke's Church is asking for an extension of five years as the church continues to grow. He stated that they are willing to make improvements, such as painting, upkeep, landscaping to keep in good standing with the City. Staff's recommendation is that the Plan and Zoning Commission approve the site plan renewal for 1102 NW Weigel Drive, St. Luke's Mobile Classrooms, with the condition that the renewed site plan expire 5 years from August 22, 2022.

Paul Moritz, member of the pastoral counsel, representing St. Luke's Church, introduced Fr. Ken Halbur, the Pastor of the church. He shared that the classrooms were maintained as best as they could over the 5 years. He said, pending Commission approval, their plan is to significantly invest more money into them again. He said the Parish is growing very quickly and is a very young, dynamic Parish. He stated with the current number of students, they have exceeded what they anticipated with their second phase of growth and they still need the classrooms for ancillary activities at the school. He said that Fr. Ken Halbur is available to answer any specific questions the Commission may have.

Father Ken Halbur, Pastor, St. Luke's the Evangelist Parish and School, Ankeny said the Parish started in 2010. They went from 200 families to just shy of 800 families. He said 42% of their parish population is under the age of 18 and they are just under 1,100 people. He explained that the school started with 53 children six years ago to 275 this year, with an expectation of 300 next year. He further said the second phase included six additional classrooms and a tornado shelter. The enrollment doubled in size after the second phase plans were already started and they did not anticipate two sections of middle school. Father Ken Halbur stated that they plan to start more fundraising over the next five years. L.West commented that growth is a good problem to have.

G.Hunter asked if they are looking at their numbers for the next expansion. Fr. Ken Halbur said, yes. Their plan is to stop at two sections of 8th grade and noted that adding another six classrooms would provide them the ability to remove the portable classrooms.

T.Ripper asked if there is a plan for high school. Fr. Ken Halbur said the high schools are diocese based, they would be the one to build it. T.Ripper asked about the inside condition of the portable classrooms. Fr. Ken Halbur said they are in pretty good condition. He said, if approved, they plan to put new heating and cooling in them. T.Ripper further asked if the diocese provides funding to help the parish with building additions. Fr. Ken Halbur said the diocese normally does not fund parishes.

T.Flack said St. Luke's is her neighbor. A great neighbor and a great member of the community. Her concern today is the same as it was in 2017, that they are temporary classrooms. She explained that if this came before the Commission now as a 10-year structure, would the Commission approve it? Is this building or structure something the Commission would say "yes" to today? Are the building materials approved materials? She does not feel that the Commission would be approving a temporary structure, since they will be in place 10 years. She said they are not at the same caliber that the building is. She absolutely understands the need and the problem that exists, but it is a 10-year structure, not a temporary building.

T.Ripper said he does not want to be responsible for larger class sizes because they are not able to raise money as fast as the Commission would like them to.

A.Renaud asked if there is way for the Commission to set a limit, as T.Flack said it will now be a 10-year situation. E.Jensen said the Commission's approval is the last extension. They will always have the right to come back to the Commission and ask for an extension. From Staff's perspective, and the reason we recommended approval is that it is such a big property, the classrooms are approximately located 300-feet from the property boundary.

L.West said that she would be more comfortable if it were two or three years as another five years sounds like a bit much. Fr. Ken Halbur responded saying that he does not think they can raise the money and have their plans built in three years.

A.Renaud does not have any issue with the five years extension, she just would not want this to be ongoing as this structure was intended to be temporary.

T.Flack asked whether these buildings would be approved on their own with the existing building materials. E.Jensen responded, no.

Paul Moritz asked if it would be acceptable to have the Commission grant a 5-year extension, with a clause that in 3 years, the church would come back to the Commission with a definite site plan showing where they are at and how they are going to get there in two years.

Motion by A.Renaud to approve the site plan renewal for 1102 NW Weigel Drive, St. Luke's Mobile Classrooms, granting a 5-year extension from August 22, 2022, with the expectation that the applicant, St. Luke's the Evangelist Parish and School, will come before the Commission in three years with a plan that details the site expansion and

the removal of the temporary buildings by August 22, 2027. Second by T.Rapp. Motion carried 4 – 2 (Nay: T.Flack and G.Hunter).

Item #9. The Reserve at the Grove Preliminary Plat

J.Heil reported that The Reserve at the Grove Preliminary Plat is a proposed 26.42-acre preliminary plat located directly in the southwest corner of the NW 18th Street and NW Weigel Drive intersection. He said that it is a part of the Grove Landing PUD, an area of approximately 123 acres. J.Heil stated the preliminary plat includes 54 single-family residential lots, 72 townhome lots, two outlots for stormwater, and associated utility and site infrastructure. He noted that the newly proposed public street with the subject plat is NW Savannah Drive and a newly proposed private street NW Olivia Lane. NW Savannah Drive will be the main access onto NW 18th Avenue and NW Weigel Drive. J.Heil provided information regarding the water main, sanitary sewer, storm water detention and parkland for this preliminary plat. Staff recommends that the Plan and Zoning Commission recommend City Council approval of The Reserve at the Grove Preliminary Plat, and acceptance of the public street name NW Savannah Drive and the private street name NW Olivia Lane.

T.Flack asked if any other streets besides NW 13th Street and NW Savannah Drive will come out onto NW Weigel Drive. J.Heil responded, no.

T.Rapp asked about a traffic study. J.Heil responded that it was completed as part of the PUD. There will be a development agreement executed with the final plat.

Zach Arneson, Snyder & Associates, Inc., 2727 SW Snyder Boulevard, on behalf of Greenland Homes said he would answer any questions the Commission may have.

The Commission has no comments or questions.

Motion by T.Ripper to recommend City Council approval of The Reserve at the Grove Preliminary Plat, and acceptance of the public street name NW Savannah Drive and the private street name NW Olivia Lane. Second by A.Renaud. All voted aye. Motion carried 6 – 0.

Item #10. Canyon Landing Preliminary Plat Amendment

J.Heil reported the Canyon Landing PUD is an area of approximately 158 acres, generally located in the southwest corner of the NE 18th Street and NE 38th Street intersection. He shared that an amendment to the PUD was approved on February 7, 2022 and stated the amendments included adding a new twinhome land use designation directly south of Canyon Landing Plat 1, and adding additional single-family residential along NE Deerfield Drive. J.Heil said the preliminary plat amendment brings in the changes that were made with the PUD Amendment. The preliminary plat includes 476 single-family residential lots, 98 twinhome lots, and eight outlots. Outlot W has been designated for townhomes, and will still need to go through the preliminary plat, final plat and site plan processes. Outlots S, T, U, V, X and Z will be used for storm water management and Outlot Y will be deeded to the City for parkland. J.Heil explained that the proposed development will be accessed to the north via NE Deerfield Drive, which will also serve as the sole southern access as well. There are two new accesses proposed, access from NE 38th Street, including NE 16th Street and NE 12th Street. NE 12th Street will also serve as the sole west access for the proposed development. J.Heil stated a traffic study was approved on February 16, 2022, which includes turn lanes at each street connection to NE 18th Street and NE 38th Street. He said right turn lanes or signalization is not warranted at any location as of yet. An updated traffic count will be needed once the final plat phase has been completed. J.Heil further provided information regarding the water main and sanitary sewer for this preliminary plat. He also noted that they have provided an overall encompassing drainage plan that will be updated as each plat is approved to make sure the detention ponds are handling the storm water. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the Canyon Landing Preliminary Plat amendment.

T.Rapp asked if the turn lane warrants area based on rural cross sections or ultimate urban cross sections of the road. J.Heil was unsure.

There were no applicant comments.

The Commission has no further comments or questions.

Motion by T.Flack to recommend City Council approval of the Canyon Landing Preliminary Plat Amendment. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

E.Jensen reported on his attendance at the February 21, 2022 City Council meeting. He shared with the Commission that a new Commissioner has been selected, Randall Weisheit, and that he will be at the next meeting.

Director's Report

E.Jensen presented the tentative agenda items for the March 8, 2022 Plan and Zoning Commission meeting and stated at the March 8, 2022 Plan and Zoning Commission there will be two public hearings on rezoning requests and the action item on the annexation request.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

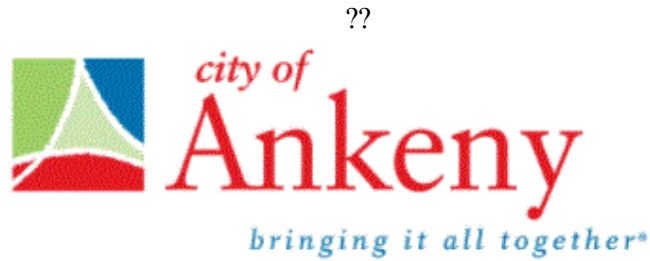
March 7, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, motion by T.Rapp to adjourn the meeting. Second by T.Flack. Meeting adjourned at 7:19 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the solid waste permits for April 1, 2022– March 31, 2023.

EXECUTIVE SUMMARY:
In accordance with the City of Ankeny Code of Ordinances Chapter 111, "Collection of Solid Waste," the following licensees have submitted applications which have met all requirements and are now being presented to the City Council for approval.

Copies of license applications are available for review in the Office of the City Clerk.

1. *Midwest Solid Waste, Inc., d/b/a Ankeny Sanitation, Inc., 221 SE Magazine Road, Ankeny, Iowa (renewal)*

2. *Aspen Waste Systems, Inc. d/b/a Aspen Waste Systems of Iowa, Inc., 1800 E. Euclid Avenue, Des Moines, Iowa (renewal)*

3. *Eichinger Brothers, LLC, d/b/a Garbage Guys, 52160 320th St., Slater, Iowa (renewal)*
4. *Waste Management of Iowa, Inc., 201 SE 18th Street, Des Moines, Iowa (renewal- **pending additional paperwork**)*
5. *Waste Connections of Iowa, 4705 NE 22nd St., Des Moines, Iowa (renewal)*
6. *Chamness Technology, Inc., d/b/a Green-R-U, 2255 Little Wall Lake Road, Blairsburg, IA 50034 (renewal)*
7. *Midwest Bins, LLC, d/b/a Bin There Dump That, 1380 Country Club Blvd., Clive, IA 50325 (renewal)*

FISCAL IMPACT: ??Yes

Each licensee has paid the annual license fee of \$200.00 to the City of Ankeny, in accordance with Section 111.07 of the City of Ankeny Code of Ordinances.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of solid waste permits.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

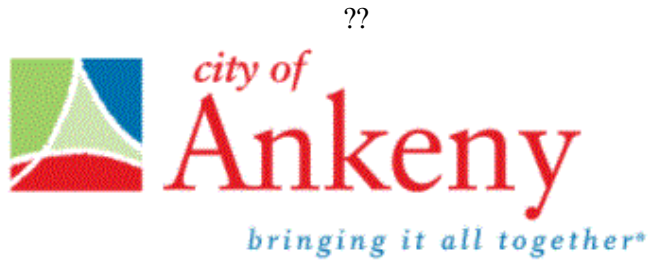
PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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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. Tokyo Huang Inc., d/b/a Tokyo Steakhouse, 113 SE Delaware Ave. - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective April 2, 2022.

2. Crankie's, Inc., d/b/a Wheel House Pizza Pub, 106 SW State - Class C Liquor License (LC) includes Outdoor Service, Catering, Sunday Sales (Renewal) - Effective April 2, 2022.

3. Best Food in Town, Inc., d/b/a Gianni's Grill & Vineyard #2, 410 S. Ankeny Blvd. - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective April 5, 2022.

4. City of Ankeny, d/b/a Hawkeye Park Concession Stand, 504 W First Street - Class B Beer Permit (BB) includes Outdoor Service, Sunday Sale (Renewal) - Effective April 10, 2022.

5. Giving Back Outdoors, d/b/a Giving Back Outdoors, 1055 SW Prairie Trail (FFA Bldg.) - Class C Liquor License (LC) 5 Day License - Effective March 26, 2022.

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:

Click to download
No Attachments Available

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ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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 Print

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

??

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Financial Reports for February 2022.

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
 Finance Report

Monthly Finance Report – February 2022

To the Honorable Mayor and City Council:

The financial reports for the month of February are submitted herewith. The February reports are presented using the original fiscal year 2022 budget figures; however, the City Council will adopt the amended budget for fiscal year 2022 on March 21, 2022. Therefore, starting with the March reports, the revised budget figures will be used to make the actual versus budget comparisons. The amended budget filing occurs at least once annually and is usually done in concurrence with the adoption of the budget for the next fiscal year. The amended budget includes a thorough review of all of the City's activities and services and a complete re-estimate of the year's needs and expectations even though tax collections cannot be changed. Some of the major changes in amended revenues include increases related to the receipt of American Rescue Plan Act (ARPA) grant funds, water sales, utility hookup fees and bond proceeds to current refund the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B. Amended expenditures include increases related to inflation (e.g. costs of goods and services, fuel and natural gas costs), seasonal pay plan adjustments and the current refunding of the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

February is also the middle stretch between the first installment of property tax receipts and the second installment of property tax receipts. This is most evident through the current level of general fund cash. On the *Cash Balance Summary* report, you can find that general fund cash has now fallen to \$25,549,953 with another month-and-a-half before the next installment of property taxes is to be received. This fluctuation in the cash level of the general fund is one of the primary reasons that minimum levels are set for fund balances and why this measurement is important to Moody's Investors Service and to City management. Also of interest on the *Cash Balance Summary* report are the cash balances for the tax increment financing fund and the debt service fund. These cash balances have now accumulated to \$7,114,036 and \$7,279,741, respectively. The cash balance in these two funds will continue to climb until the tax increment rebates in June for the tax increment financing fund and the next debt service payments in June for the debt service fund.

Despite these seasonal and timing fluctuations, cash levels remain adequate and are sufficient to meet the current level of activity. In addition, revenue and expenditure levels appear to be appropriate with no major changes or fluctuations occurring in February. Monitoring these levels to ensure results consistent with expectations and to ensure legal budgetary compliance will be an essential task over the next several months.

Respectfully submitted,



Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
February 28, 2022

Cash Basis Fund Balances	<u><u>\$ 153,939,145.79</u></u>
Investments	\$ 153,727,429.92
Checking Account Balance (per bank)	501,136.81
Deposits in Transit	144,273.65
Outstanding Checks	(469,969.59)
Cash Drawer/Petty Cash *	2,275.00
Estimated Tax Payment	<u>34,000.00</u>
Total	<u><u>\$ 153,939,145.79</u></u>

* Cash Drawer/Petty Cash:	
Aquatic Centers	\$ -
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	200.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye Park	-
Parks - Miracle Park	-
Parks - Pickleball	25.00
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	300.00
	<u><u>\$ 2,275.00</u></u>

City of Ankeny
Cash Balance Summary
February 28, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance February 28, 2022
General:							
General	100	\$ 27,081,132.04	\$ 22,467,182.97	\$ -	\$ 23,095,742.73	\$ 902,618.96	\$ 25,549,953.32
Hotel/Motel Tax	233	376,025.19	2,000.00	902,618.96	689,723.29	-	590,920.86
Special Revenue:							
Fire Gift	220	24,732.92	1,681.98	-	-	-	26,414.90
Hawkeye Park Player Fees	240	38,264.81	4,285.00	-	-	-	42,549.81
Police Gift	250	5,826.05	1,700.00	-	-	-	7,526.05
Road Use Tax	260	8,620,560.30	6,040,770.12	-	4,110,942.63	-	10,550,387.79
Police Seizure	270	79,266.99	12,330.52	-	9,689.00	-	81,908.51
Tax Increment Financing	280	2,023,247.61	5,179,086.71	-	88,298.00	-	7,114,036.32
Police and Fire Retirement	290	1,915,725.71	1,292,978.64	-	1,656,528.85	-	1,552,175.50
Landfill Post-Closure	295	100,530.22	-	-	-	-	100,530.22
Friends of the Ankeny Library	430	82,918.92	34,596.72	-	32,712.67	-	84,802.97
Park Dedication	440	581,938.32	22,115.17	-	-	-	604,053.49
Sports Complex Foundation	445	97,993.40	9,915.00	-	-	-	107,908.40
Ankeny Garden Club	446	10,164.85	1,340.00	-	3,640.00	-	7,864.85
Miracle Park Fund	448	50,946.20	7,880.60	-	-	-	58,826.80
Dog Park Trust Fund	449	274.98	333.27	-	-	-	608.25
Civic Trust Fund	484	3,756,369.32	-	-	-	-	3,756,369.32
Ankeny Community Foundation	491	-	-	-	-	-	-
Debt Service	300	1,668,956.85	7,952,513.09	-	2,341,728.56	-	7,279,741.38
Enterprise:							
Solid Waste	500	267,454.62	778,302.40	-	925,535.64	-	120,221.38
Utility Deposits	505	338,251.96	154,546.18	-	104,860.00	-	387,938.14
Water Operations	510	15,133,977.75	13,176,434.44	-	10,249,748.35	1,577,412.48	16,483,251.36
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,753,988.92	-	1,577,412.48	305,703.79	-	3,025,697.61
Sewer Operations	550	10,755,542.23	11,883,875.58	-	6,768,571.95	467,258.32	15,403,587.54
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	824,252.08	-	467,258.32	60,643.75	-	1,230,866.65
Storm Water	580	1,376,781.31	2,244,947.42	-	560,905.85	-	3,060,822.88
Golf Course	590	806,979.42	1,247,077.10	-	1,060,992.58	-	993,063.94
Capital Project:							
Utility Fund Capital Projects	6**	13,602,455.47	1,013,791.21	355,000.00	3,879,054.47	355,000.00	10,737,192.21
Special Assessments	8**	-	-	-	-	-	-
Capital Projects	8** & 9**	41,188,466.99	4,445,593.16	-	16,926,379.53	-	28,707,680.62
Total Budgeted		<u>\$ 137,726,143.55</u>	<u>\$ 77,975,277.28</u>	<u>\$ 3,302,289.76</u>	<u>\$ 72,871,401.64</u>	<u>\$ 3,302,289.76</u>	<u>\$ 142,830,019.19</u>
Internal Service:							
Revolving	710	582,886.84	703,763.09	-	834,618.74	-	452,031.19
Risk Management	720	1,158,401.15	1,230,285.64	-	939,234.38	-	1,449,452.41
Health Insurance	730	6,455,291.71	3,150,740.00	-	3,044,780.12	-	6,561,251.59
Sustainability Revolving Loan	770	27,128.06	-	-	-	-	27,128.06
Economic Development Revolving	780	250,043.95	5,000.00	-	-	-	255,043.95
Equipment Reserve	790	2,334,191.75	78,389.65	-	48,362.00	-	2,364,219.40
Total Unbudgeted		<u>\$ 10,807,943.46</u>	<u>\$ 5,168,178.38</u>	<u>\$ -</u>	<u>\$ 4,866,995.24</u>	<u>\$ -</u>	<u>\$ 11,109,126.60</u>
Total ⁽¹⁾		<u><u>\$ 148,534,087.01</u></u>	<u><u>\$ 83,143,455.66</u></u>	<u><u>\$ 3,302,289.76</u></u>	<u><u>\$ 77,738,396.88</u></u>	<u><u>\$ 3,302,289.76</u></u>	<u><u>\$ 153,939,145.79</u></u>

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
February 28, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance February 28, 2022
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,235,531.45	\$ -	\$ -	\$ 337,099.46	\$ -	\$ 898,431.99
Ash Tower Feeder Main	615	518,495.93	-	-	-	-	518,495.93
NW Booster Station	616	318,969.93	-	-	-	318,969.93	-
SE Magazine Rd Water Main	619	155,787.95	-	-	-	36,030.07	119,757.88
SW Irvinedale Dr Transmission Main-Ph 1	620	1,376,686.80	-	-	-	-	1,376,686.80
SW Irvinedale Dr Transmission Main-Ph 2	621	481,611.22	-	-	2,571.25	-	479,039.97
NW State St Water Main Improvements	622	119,022.50	-	-	-	-	119,022.50
SW Irvinedale Dr Transmission Main-Ph 3	623	(38,860.95)	1,005,754.08	-	994,458.52	-	(27,565.39)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(39,279.70)	-	-	44,375.27	-	(83,654.97)
Aquifer Storage Replacement #1	632	2,995,747.00	-	355,000.00	480,529.81	-	2,870,217.19
NW 36th & NW Weigel Water Main	634	(13,648.13)	7,888.13	-	4,440.00	-	(10,200.00)
Sanitary Sewer Replacement	650	2,037,199.63	-	-	298,527.92	-	1,738,671.71
West Outfall Relief Sewer	652	848,653.96	-	-	708,497.09	-	140,156.87
Canyon Landing Sanitary Sewer Cost Share	654	930,000.00	-	-	436,649.00	-	493,351.00
Otter Creek Trunk Sewer Extension	657	316,000.00	-	-	61,370.94	-	254,629.06
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	168,191.27	-	-	27,045.23	-	141,146.04
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Sanitary Sewer Study & Master Plan	662	14,498.85	-	-	14,498.85	-	-
Storm Sewer Replacement	680	859,696.81	149.00	-	370,486.36	-	489,359.45
Tradition Detention Basin	682	144,821.65	-	-	-	-	144,821.65
High Trestle Trail Channel Stab. - Phase 2	684	15,000.00	-	-	-	-	15,000.00
Westwinds Storm Sewer Extension	685	50,000.00	-	-	16,781.34	-	33,218.66
Tradition Park Basin Flood Repair	687	(269,929.85)	-	-	-	-	(269,929.85)
High Trestle Trail Channel Stab. - Phase 1	688	115,840.30	-	-	44,375.26	-	71,465.04
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	70,974.22	-	-	-	-	70,974.22
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
SE 3rd Street Storm Sewer Improvements	695	269,892.30	-	-	37,348.17	-	232,544.13
Total Utility Fund Capital Projects		<u>\$ 13,602,455.47</u>	<u>\$ 1,013,791.21</u>	<u>\$ 355,000.00</u>	<u>\$ 3,879,054.47</u>	<u>\$ 355,000.00</u>	<u>\$ 10,737,192.21</u>

City of Ankeny
Capital Projects Cash Balance Summary
February 28, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance February 28, 2022
Capital Project Funds:							
NE 36th Reconstruction-I-35 to Four Mile	896	\$ (17,924.10)	\$ -	\$ -	\$ 420,628.02	\$ -	(438,552.12)
High Trestle Trail Restroom & Amenities	898	222,500.00	-	-	137,500.00	-	85,000.00
BAN/Bond Activity	900	2,678,906.65	246,404.10	-	68,773.51	-	2,856,537.24
Fire Station No. 4	901	150,000.00	-	-	-	-	150,000.00
Signature Park	904	1,850,000.00	-	-	7,000.00	-	1,843,000.00
Senior Center	905	995,715.57	1,863,653.00	-	2,161,421.92	-	697,946.65
SE Hulsizer Road Realignment	908	(20,065.69)	-	-	191,459.65	-	(211,525.34)
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
NW 18th St Widening - East of Weigel	911	1,850.00	-	-	-	-	1,850.00
SE Convenience Blvd Extension	912	(4,110.81)	4,110.81	-	-	-	-
N Ankeny Blvd Landscape Improvements	913	14,470.86	-	-	20,460.75	-	(5,989.89)
Park Maintenance Facility Renovation	914	476,639.62	-	-	685,524.89	-	(208,885.27)
Pavement Preservation Program	915	369,384.09	-	-	345,582.63	-	23,801.46
Annual Street Replacement Program	916	1,706,879.55	-	-	782,308.11	-	924,571.44
Prairie Ridge Sports Complex	920	71,985.41	-	-	4,416.39	-	67,569.02
Miracle Field	925	85,945.10	-	-	-	-	85,945.10
Community Entrance Signage	927	48,085.85	155.74	-	-	-	48,241.59
Library	928	2,785,990.28	-	-	1,950.00	-	2,784,040.28
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
Ankeny Public Services Library Remodel	934	406,528.31	-	-	242,227.76	-	164,300.55
NW 36th & NW State Interim Improvements	935	31,580.07	-	-	81,746.39	-	(50,166.32)
Annual Sidewalks/Trails	936	273,915.71	-	-	215,518.39	-	58,397.32
Older Parks Renovation	937	399,584.29	-	-	212,604.10	-	186,980.19
High Trestle Trail Extension	938	150,849.55	320,000.00	-	975,710.16	-	(504,860.61)
NE 18th St Asphalt-Meadow View to Cty 38th	941	150,000.00	-	-	142,621.20	-	7,378.80
NE 54 Street Bridge & Trail	945	(227,810.71)	-	-	667.40	-	(228,478.11)
South Ankeny Blvd & SE Shurfine	947	(287,110.02)	-	-	3,411.03	-	(290,521.05)
Asphalt Street Resurfacing	950	273,576.94	-	-	45,234.77	-	228,342.17
E 1st/I-35 Interchange Improvements	951	3,438,351.38	-	-	86,565.85	-	3,351,785.53
NW 18th Recon-NW Ash to N Anky Blvd	953	50,000.00	-	-	76,735.00	-	(26,735.00)
NE Four Mile Drive RCB Culvert	955	1,069,509.19	-	-	17,105.00	-	1,052,404.19
NW 18th St Extension-Weigel to Spruce	959	4,987,321.96	-	-	2,753,432.96	-	2,233,889.00
SE Creekview Paving/Drainage	962	231,329.71	21,405.00	-	-	-	252,734.71
Street Patching Program	963	1,326,971.34	-	-	835,795.58	-	491,175.76
Traffic Signalization	965	1,605,472.97	-	-	911,298.10	-	694,174.87
Traffic Timing Study	966	48,368.75	-	-	-	-	48,368.75
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	1,314,167.70	1,632,142.16	-	2,720,094.02	-	226,215.84
Park Development	973	629,947.55	3,000.00	-	520,702.63	-	112,244.92
Park Land Acquisition	974	81,690.18	-	-	2.00	-	81,688.18
Prairie Trail Public Improvements	977	8,599,916.39	-	-	186,464.14	-	8,413,452.25
NE Delaware Reconstruction 5th-18th	979	250,000.00	-	-	172,138.61	-	77,861.39
S Ankeny & Magazine Safety	982	100,932.83	-	-	473,576.13	-	(372,643.30)
SE Crosswinds/SE 77th Improvements	983	(805,113.54)	354,722.35	-	18,227.58	-	(468,618.77)
Ankeny Library Playground	984	21,412.51	-	-	11,336.00	-	10,076.51
PRSC Parking Lot Improvements	987	123,280.00	-	-	30,414.50	-	92,865.50
Oralabor & State Street Overpass	988	35,000.00	-	-	59,000.00	-	(24,000.00)
High Trestle Trail Trailhead & Pkg Lot	989	322,050.00	-	-	239,227.72	-	82,822.28
City Hall Council Chamber Renovation	991	(32,422.46)	-	-	53,992.18	-	(86,414.64)
NW 36th Widening from Ash to Ankeny Blvd	992	292,465.14	-	-	268,728.84	-	23,736.30
SE Delaware Widening	993	94,438.75	-	-	90,663.75	-	3,775.00
Delaware & Corporate Woods Intersection	994	374,701.16	-	-	381,816.29	-	(7,115.13)
Street/Sidewalk Oversizing	995	85,330.87	-	-	38,951.97	-	46,378.90
HVAC Replacement - City Hall	996	348,389.07	-	-	230,295.11	-	118,093.96
Capital Projects Reserve	997	3,522,855.48	-	-	-	-	3,522,855.48
SW Oralabor & State Safety Improvements	998	137,577.00	-	-	3,048.50	-	134,528.50
Total Non Utility Fund Capital Projects		\$ 41,188,466.99	\$ 4,445,593.16	\$ -	\$ 16,926,379.53	\$ -	\$ 28,707,680.62

City of Ankeny
Revenue Summary by Fund
February 28, 2022

Fund	Budget Number	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of February 28, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 34,914,489.26	\$ 38,335,982.81	\$ 37,684,219.00	\$ 22,467,182.97	\$ (15,217,036.03)	59.62%
Hotel/Motel Tax	233	34,170.26	29,539.15	3,000.00	2,000.00	(1,000.00)	66.67%
Special Revenue:							
Fire Gift	220	11,713	1,638	17,000.00	1,681.98	(15,318.02)	9.89%
Hawkeye Park Player Fees	240	5,158.90	10,574.07	12,000.00	4,285.00	(7,715.00)	35.71%
Police Gift	250	3,414.06	2,961.83	-	1,700.00	1,700.00	
Road Use Tax	260	7,017,938.25	8,209,309.76	8,732,000.00	6,040,770.12	(2,691,229.88)	69.18%
Police Seizure	270	11,907.24	2,328.21	6,200.00	12,330.52	6,130.52	198.88%
Tax Increment Financing	280	8,692,250.00	8,780,810.18	9,110,301.00	5,179,086.71	(3,931,214.29)	56.85%
Police and Fire Retirement	290	2,215,675.83	2,252,963.40	2,389,713.00	1,292,978.64	(1,096,734.36)	54.11%
Landfill Post-Closure	295	1,697.01	377.33	300.00	-	(300.00)	0.00%
Friends of the Ankeny Library	430	39,354.83	50,233.00	20,200.00	34,596.72	14,396.72	171.27%
Park Dedication	440	47,990.43	55,953.65	1,000.00	22,115.17	21,115.17	2211.52%
Sports Complex Foundation	445	10,148.52	16,356.91	10,200.00	9,915.00	(285.00)	97.21%
Ankeny Garden Club	446	1,476.22	1,453.29	1,380.00	1,340.00	(40.00)	97.10%
Miracle Park Fund	448	6,009.01	3,891.76	5,600.00	7,880.60	2,280.60	140.73%
Dog Park Trust Fund	449	443.05	14.18	-	333.27	333.27	
Civic Trust Fund	484	3,352,859.01	3,959,313.31	181,766.00	-	(181,766.00)	0.00%
Ankeny Community Foundation	491	2,010.28	-	-	-	-	
Debt Service	300	21,518,115.70	30,929,861.99	14,608,879.00	7,952,513.09	(6,656,365.91)	54.44%
Enterprise:							
Solid Waste	500	969,245.14	1,033,264.93	1,176,500.00	778,302.40	(398,197.60)	66.15%
Utility Deposits	505	175,112.77	190,560.45	215,000.00	154,546.18	(60,453.82)	71.88%
Water Operations	510	14,307,193.75	17,689,723.18	16,898,148.00	13,176,434.44	(3,721,713.56)	77.98%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	33,368.66	-	-	-	-	
Sewer Operations	550	16,941,428.82	18,881,394.17	15,778,006.00	11,883,875.58	(3,894,130.42)	75.32%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	2,464,813.86	3,225,761.70	3,247,060.00	2,244,947.42	(1,002,112.58)	69.14%
Golf Course	590	1,369,033.89	1,808,498.72	1,725,000.00	1,247,077.10	(477,922.90)	72.29%
Capital Project:							
Utility Fund Capital Projects	6**	171.00	3,066,056.00	-	1,013,791.21	1,013,791.21	
Special Assessments	8**	763.00	30,128.00	-	-	-	
Capital Projects	9**	18,237,118.43	18,139,504.75	28,572,310.00	4,445,593.16	(24,126,716.84)	15.56%
Total Budgeted Revenues		\$ 132,385,070.05	\$ 156,708,454.45	\$ 140,395,782.00	\$ 77,975,277.28	\$ (62,420,504.72)	55.54%
Internal Service:							
Revolving	710	\$ 1,077,219.44	\$ 1,052,222.98	\$ 1,194,027.00	\$ 703,763.09	\$ (490,263.91)	58.94%
Risk Management	720	1,465,471.59	1,850,530.80	1,054,000.00	1,230,285.64	176,285.64	116.73%
Health Insurance	730	4,728,663.68	4,695,875.26	4,851,000.00	3,150,740.00	(1,700,260.00)	64.95%
Sustainability Revolving Loan	770	3,428.12	2,199.67	1,336.00	-	(1,336.00)	0.00%
Economic Development Revolving	780	29,156.34	18,466.41	12,800.00	5,000.00	(7,800.00)	39.06%
Equipment Reserve	790	166,018.22	159,888.30	138,603.00	78,389.65	(60,213.35)	56.56%
Total Unbudgeted Revenues		\$ 7,469,957.39	\$ 7,779,183.42	\$ 7,251,766.00	\$ 5,168,178.38	\$ (2,083,587.62)	71.27%
Total All Revenues ⁽¹⁾		\$ 139,855,027.44	\$ 164,487,637.87	\$ 147,647,548.00	\$ 83,143,455.66	\$ (64,504,092.34)	56.31%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ February is 66.7% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
February 28, 2022

Fund	Budget Number	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of February 28, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 30,172,860.85	\$ 31,625,929.69	\$ 37,898,857.00	\$ 23,095,742.73	\$ (14,803,114.27)	60.94%
Hotel/Motel Tax	233	872,442.43	488,398.77	794,072.00	689,723.29	(104,348.71)	86.86%
Special Revenue:							
Fire Gift	220	7,978	-	14,000.00	-	(14,000.00)	0.00%
Hawkeye Park Player Fees	240	2,670.82	-	7,000.00	-	(7,000.00)	0.00%
Police Gift	250	2,034.80	4,548.95	-	-	-	
Road Use Tax	260	5,635,404.84	6,185,703.15	6,988,189.00	4,110,942.63	(2,877,246.37)	58.83%
Police Seizure	270	950.00	423.75	7,000.00	9,689.00	2,689.00	138.41%
Tax Increment Financing	280	1,816,765.00	1,671,478.00	1,997,804.00	88,298.00	(1,909,506.00)	4.42%
Police and Fire Retirement	290	1,996,682.50	2,228,394.57	2,574,375.00	1,656,528.85	(917,846.15)	64.35%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	17,856.10	35,631.42	20,000.00	32,712.67	12,712.67	163.56%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	-	53.30	1,000.00	3,640.00	2,640.00	364.00%
Miracle Park Fund	448	16,811.90	-	10,000.00	-	(10,000.00)	0.00%
Dog Park Trust Fund	449	-	5,432.44	-	-	-	
Civic Trust Fund	484	-	-	-	-	-	
Ankeny Community Foundation	491	90,893.03	-	-	-	-	
Debt Service	300	30,666,302.38	40,288,141.60	23,630,465.00	2,341,728.56	(21,288,736.44)	9.91%
Enterprise:							
Solid Waste	500	780,137.51	1,192,185.54	1,158,029.00	925,535.64	(232,493.36)	79.92%
Utility Deposits	505	139,500.00	171,585.00	208,000.00	104,860.00	(103,140.00)	50.41%
Water Operations	510	9,245,136.87	10,867,811.78	15,395,535.00	10,249,748.35	(5,145,786.65)	66.58%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	2,052,944.57	2,261,885.08	5,314,238.00	305,703.79	(5,008,534.21)	5.75%
Sewer Operations	550	10,698,472.35	15,682,283.02	9,231,862.00	6,768,571.95	(2,463,290.05)	73.32%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	2,896,268.75	698,087.50	4,076,288.00	60,643.75	(4,015,644.25)	1.49%
Storm Water	580	612,973.68	843,306.50	933,207.00	560,905.85	(372,301.15)	60.11%
Golf Course	590	1,442,950.04	1,491,559.00	1,818,932.00	1,060,992.58	(757,939.42)	58.33%
Capital Project:							
Utility Fund Capital Projects	6**	8,861,957.87	4,070,502.57	11,023,750.00	3,879,054.47	(7,144,695.53)	35.19%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	30,672,135.90	27,987,534.84	26,733,319.00	16,926,379.53	(9,806,939.47)	63.32%
Total Budgeted Expenditures		\$ 138,702,130.07	\$ 147,800,876.47	\$ 149,835,922.00	\$ 72,871,401.64	\$ (76,964,520.36)	48.63%
Internal Service:							
Revolving	710	\$ 993,977.17	\$ 1,004,042.19	\$ 1,194,027.00	\$ 834,618.74	\$ (359,408.26)	69.90%
Risk Management	720	1,339,442.05	1,754,405.96	1,054,000.00	939,234.38	(114,765.62)	89.11%
Health Insurance	730	3,617,690.69	3,879,564.17	5,388,000.00	3,044,780.12	(2,343,219.88)	56.51%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	17,250.00	-	-	-	-	
Equipment Reserve	790	29,523.23	47,875.00	52,500.00	48,362.00	(4,138.00)	92.12%
Total Unbudgeted Expenditures		\$ 5,997,883.14	\$ 6,685,887.32	\$ 7,688,527.00	\$ 4,866,995.24	\$ (2,821,531.76)	63.30%
Total All Expenditures ⁽¹⁾		\$ 144,700,013.21	\$ 154,486,763.79	\$ 157,524,449.00	\$ 77,738,396.88	\$ (79,786,052.12)	49.35%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ February is 66.7% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
February 28, 2022

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of February 28, 2022	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 21,182,764	\$ 23,406,273	\$ 24,918,522	\$ 13,529,551	\$ (11,388,971)	54.30%
Ag Land Tax	12,090	13,090	12,943	9,939	(3,004)	76.79%
Airport Authority Levy	520,868	580,365	617,815	335,443	(282,372)	54.30%
Subtotal	\$ 21,715,722	\$ 23,999,728	\$ 25,549,280	\$ 13,874,934	\$ (11,674,346)	54.31%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 1,341,089	\$ 834,306	\$ 1,128,000	\$ 902,619	\$ (225,381)	80.02%
Mobile Home Tax	14,775	15,970	15,300	11,488	(3,812)	75.09%
Utility Replacement Tax	169,700	162,311	185,825	94,044	(91,781)	50.61%
Utility Franchise Tax	1,274,229	1,359,440	1,321,000	1,078,720	(242,280)	81.66%
Cable TV Franchise Tax	267,155	256,414	260,000	189,371	(70,629)	72.83%
Subtotal	\$ 3,066,947	\$ 2,628,441	\$ 2,910,125	\$ 2,276,243	\$ (633,882)	78.22%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 64,258	\$ 12,711	\$ 58,000	\$ 80,527	\$ 22,527	138.84%
Cigarette Permits	6,875	4,500	5,000	1,450	(3,550)	29.00%
Solicitor Licenses	5,010	7,345	7,000	3,210	(3,790)	45.86%
Miscellaneous Business Licenses	3,825	9,795	4,000	1,600	(2,400)	40.00%
Garbage Licenses	1,400	1,200	1,400	1,000	(400)	71.43%
Pet Licenses	19,783	44,039	25,000	27,555	2,555	110.22%
Fire Permits	3,170	8,885	7,000	2,763	(4,237)	39.47%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,150	14,525	14,000	9,735	(4,265)	69.54%
Building Permits	1,809,995	2,333,174	1,753,000	1,136,746	(616,254)	64.85%
Electrical Permits	178,164	192,981	141,000	110,588	(30,412)	78.43%
Heating Permits	115,850	128,679	94,000	78,712	(15,288)	83.74%
Plumbing Permits	132,677	149,211	127,000	81,632	(45,368)	64.28%
Driveway Permits	16,175	22,985	18,000	10,280	(7,720)	57.11%
Sidewalk Permits	16,700	23,685	19,000	9,780	(9,220)	51.47%
Moving/Demolition Permits	250	450	200	200	-	100.00%
Fence & Oversize Permits	53,321	115,325	99,000	40,951	(58,049)	41.36%
Subtotal	\$ 2,441,603	\$ 3,069,489	\$ 2,372,600	\$ 1,596,730	\$ (775,870)	67.30%
Use of Money and Property:						
Interest	\$ 1,869,636	\$ 367,184	\$ 300,000	\$ 96,217	\$ (203,783)	32.07%
Commissions	6,524	414	8,000	13,796	5,796	172.44%
Advertising	8,800	1,550	-	-	-	
Leases	40,851	46,525	42,934	8,652	(34,282)	20.15%
Community Centers Rental	46,355	39,777	50,000	42,859	(7,141)	85.72%
Park Shelter Rentals	9,824	18,985	17,000	12,963	(4,037)	76.25%
Sports Complex Rentals	61,523	96,612	72,000	76,075	4,075	105.66%
Aquatic Center Rentals	13,291	28,136	27,000	247	(26,753)	0.91%
Miscellaneous Rentals	4,877	3,628	13,000	8,158	(4,842)	62.75%
Subtotal	\$ 2,061,680	\$ 602,810	\$ 529,934	\$ 258,966	\$ (270,968)	48.87%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 314,728	\$ 340,823	\$ 367,000	\$ 187,199	\$ (179,801)	51.01%
School/Police Agreements	182,292	195,678	130,533	71,022	(59,511)	54.41%
County Library Contribution	130,444	135,316	135,316	113,082	(22,234)	83.57%
Other Local Contributions	62,317	31,958	33,000	39,900	6,900	120.91%
State:						
Commercial & Industrial Replacement	613,801	640,447	624,283	333,208	(291,075)	53.37%
Library Contribution	24,564	23,723	23,700	31,060	7,360	131.05%
Miscellaneous Grants	-	-	-	18,208	18,208	
Federal:						
Public Safety Grants	152,032	1,807,313	106,174	167,622	61,448	157.87%
Subtotal	\$ 1,480,178	\$ 3,175,259	\$ 1,420,006	\$ 961,301	\$ (458,705)	67.70%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 9,070	\$ 8,325	\$ 9,000	\$ 5,918	\$ (3,082)	65.76%
Fire/Ambulance Reports	270	205	200	70	(130)	35.00%
False Alarm Fees	3,800	4,455	4,000	1,675	(2,325)	41.88%
Ambulance Charges	2,150,712	2,331,846	2,140,704	1,811,652	(329,052)	84.63%
Fingerprinting	15,115	5,013	20,000	8,255	(11,745)	41.28%
Towing Surcharge	2,060	2,290	2,000	1,270	(730)	63.50%
Plan Review Fees	14,460	17,075	15,000	22,900	7,900	152.67%
Parks and Recreation:						
Admissions	320,376	248,738	412,000	363,651	(48,349)	88.26%
Season Passes	27,010	383,366	410,000	76,773	(333,227)	18.73%
Special Population	5,233	3,867	12,000	1,854	(10,146)	15.45%
Special Programs	152,511	62,776	158,000	79,338	(78,662)	50.21%
Rec Programs - Tax Exempt	231,089	298,889	315,000	270,192	(44,808)	85.78%

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of February 28, 2022	Over (under) Budget	Percent ⁽¹⁾
Swimming Lessons	26,021	98,960	97,000	5,824	(91,176)	6.00%
Dog Park Passes	35,611	39,026	35,000	21,588	(13,412)	61.68%
Housing and Subdivision:						
Housing Code	48,725	54,505	70,000	72,350	2,350	103.36%
Plan Review Fees	224,747	396,464	224,000	205,406	(18,594)	91.70%
Site Plan Review	11,920	12,030	11,000	11,460	460	104.18%
Zoning	5,200	7,990	4,000	3,455	(545)	86.38%
Subdivision Filing Fees	11,605	14,220	12,000	9,240	(2,760)	77.00%
Board of Adjustment Fees	1,940	4,920	1,000	1,920	920	192.00%
Architect Review Board Fees	6,625	4,910	4,000	4,130	130	103.25%
Nuisance Abatements	230	-	500	-	(500)	0.00%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	304,853	266,797	335,138	164,101	(171,037)	48.97%
Animal Impound Fees	760	752	500	620	120	124.00%
Copy Charges	5,226	4,712	8,000	5,740	(2,260)	71.75%
Miscellaneous Service Charges	16,104	13,645	9,000	8,177	(823)	90.85%
Subtotal	\$ 3,631,274	\$ 4,285,775	\$ 4,309,042	\$ 3,157,559	\$ (1,151,483)	73.28%
Other Revenues:						
Map Sales	\$ 55	\$ 25	\$ -	\$ 15	\$ 15	
Sales/Salvages	3,170	6,470	600	1,761	1,161	293.43%
Concessions	141,040	140,472	196,000	159,486	(36,514)	81.37%
Contributions-Private Sources	25,950	-	5,000	-	(5,000)	0.00%
Program Sponsorships	19,759	13,750	18,000	8,865	(9,135)	49.25%
Refunds/Rebates	25,413	3,851	-	11,489	11,489	
Prairie Ridge Maint Reimb	174,126	211,109	241,132	72,224	(168,909)	29.95%
Roadway Signage Reimb	4,700	797	10,000	-	(10,000)	0.00%
Police OT Reimb	17,132	3,361	11,000	15,315	4,315	139.23%
Court Fines	59,615	56,131	60,000	35,478	(24,522)	59.13%
Library Fines	29,139	19,374	40,000	13,782	(26,218)	34.46%
Miscellaneous Library Revenues	3,460	7,808	8,000	4,877	(3,123)	60.96%
Miscellaneous Revenues	12,627	110,363	3,500	17,372	13,872	496.35%
Overages/Shortages	900	971	-	788	788	
Subtotal	\$ 517,086	\$ 574,481	\$ 593,232	\$ 341,451	\$ (251,781)	57.56%
Fund Total	\$ 34,914,489	\$ 38,335,983	\$ 37,684,219	\$ 22,467,183	\$ (15,217,036)	59.62%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 6,452	\$ 1,821	\$ 1,000	\$ -	\$ (1,000)	0.00%
Refunds/Reimbursements	27,718	27,718	2,000	2,000	-	100.00%
Fund Total	\$ 34,170	\$ 29,539	\$ 3,000	\$ 2,000	\$ (1,000)	66.67%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 7,017,938	\$ 8,171,259	\$ 8,704,000	\$ 6,033,228	\$ (2,670,772)	69.32%
Interest	-	34,286	28,000	-	(28,000)	0.00%
Grants	-	-	-	4,735	4,735	
Salvage Sales	-	3,765	-	2,807	2,807	
Fund Total	\$ 7,017,938	\$ 8,209,310	\$ 8,732,000	\$ 6,040,770	\$ (2,691,230)	69.18%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,060,008	\$ 8,126,830	\$ 8,251,135	\$ 4,723,724	\$ (3,527,411)	57.25%
TIF District Urban Renewal II	-	259,026	366,255	228,473	(137,782)	62.38%
TIF District Urban Renewal III	484,184	376,097	475,911	226,889	(249,022)	47.67%
Use of Money and Property:						
Interest	74,642	18,857	17,000	-	(17,000)	0.00%
Other Reimbursements	73,417	-	-	-	-	
Fund Total	\$ 8,692,250	\$ 8,780,810	\$ 9,110,301	\$ 5,179,087	\$ (3,931,214)	56.85%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,083,465	\$ 2,128,826	\$ 2,265,320	\$ 1,229,959	\$ (1,035,361)	54.30%
Non-property Taxes:						
Mobile Home Tax	1,418	1,420	1,000	1,019	19	101.91%
Utility Replacement Tax	16,291	14,399	16,485	8,343	(8,142)	50.61%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	58,925	56,814	55,380	29,559	-	53.37%
Grants	21,497	30,907	23,468	11,605	(11,863)	49.45%
School Police Agreements	23,480	16,843	26,560	12,494	(14,066)	47.04%
Other Revenue:						
Refunds/Reimbursements/Rebates	-	-	-	-	-	
Fund Total	\$ 2,215,676	\$ 2,252,963	\$ 2,389,713	\$ 1,292,979	\$ (1,096,734)	54.11%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 13,157,967	\$ 13,540,664	\$ 14,164,758	\$ 7,726,063	\$ (6,438,695)	54.54%
Non-property Taxes:						
Mobile Home Tax	8,278	8,385	9,000	5,933	(3,067)	65.92%
Utility Replacement Tax	95,032	85,082	95,910	48,539	(47,371)	50.61%

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of February 28, 2022	Over (under) Budget	Percent ⁽¹⁾
Intergovernmental Revenue:						
Commercial & Industrial Replacement	343,733	335,718	322,211	171,978	(150,233)	53.37%
Interest	74,261	13,654	17,000	-	(17,000)	0.00%
Bond Proceeds	7,838,845	16,946,359	-	-	-	
Fund Total	\$ 21,518,116	\$ 30,929,862	\$ 14,608,879	\$ 7,952,513	\$ (6,656,366)	54.44%
Solid Waste Fund:						
Recycling Fees	\$ 947,603	\$ 1,013,951	1,158,000	765,764	(392,236)	66.13%
Service Charges	17,633	18,479	18,000	12,538	(5,462)	69.66%
Interest	4,009	835	500	-	(500)	0.00%
Fund Total	\$ 969,245	\$ 1,033,265	\$ 1,176,500	\$ 778,302	\$ (398,198)	66.15%
Water Fund:						
Refunds	\$ 19,340	\$ 7,452	11,000	6,604	\$ (4,396)	60.04%
Sales Tax	801	501	-	(201)	(201)	
Excise Tax	697,494	854,186	894,000	665,587	(228,413)	74.45%
Cell Tower Lease	78,382	104,105	79,576	45,228	(34,348)	56.84%
Outside Billing	29,206	25,040	22,000	6,563	(15,437)	29.83%
Water Sales	9,479,446	12,019,100	11,769,054	9,548,548	(2,220,506)	81.13%
Hook Up Fees	312,617	708,238	200,000	221,522	21,522	110.76%
Meter Sales	463,347	568,996	600,000	318,341	(281,659)	53.06%
Temporary Water Sales	108,100	118,620	87,000	55,520	(31,480)	63.82%
Water Availability	2,977,547	3,131,602	3,128,518	2,201,579	(926,939)	70.37%
Service Charges	94,128	118,893	97,000	86,960	(10,040)	89.65%
Unapplied Credits	(5,364)	9,362	-	18,678	18,678	
Deposits	175,113	190,560	215,000	154,546	(60,454)	71.88%
Interest	49,319	11,503	10,000	-	(10,000)	0.00%
Bond Proceeds	33,369	-	-	-	-	
Miscellaneous	2,830	12,125	-	1,505	1,505	
Fund Total	\$ 14,515,675	\$ 17,880,284	\$ 17,113,148	\$ 13,330,981	\$ (3,782,167)	77.90%
Sewer Fund:						
Sales Tax	\$ 237,836	\$ 267,234	\$ 240,000	\$ 157,249	\$ (82,751)	65.52%
Refunds	-	1,704	-	-	-	
Miscellaneous	5,933	-	-	-	-	
Miscellaneous Service Charge	67,688	71,340	70,000	43,006	(26,994)	61.44%
Sewer Disposal Fee	-	1,435	-	-	-	
Sewer Rental	9,466,913	10,842,210	9,076,946	6,685,834	(2,391,112)	73.66%
Hook Up Fees	877,613	1,163,433	400,000	755,692	355,692	188.92%
Sewer Availability	6,231,200	6,527,031	5,975,060	4,230,040	(1,745,020)	70.79%
Interest	54,245	7,008	16,000	12,056	(3,944)	75.35%
Fund Total	\$ 16,941,429	\$ 18,881,394	\$ 15,778,006	\$ 11,883,876	\$ (3,894,130)	75.32%
Storm Water Fund						
Permits	\$ 10,122	\$ 131,131	\$ 87,000	\$ 64,070	\$ (22,930)	73.64%
Interest	25,013	7,493	6,000	-	(6,000)	0.00%
Sales Tax	41,906	56,134	59,000	40,527	(18,473)	68.69%
Service Charges	2,387,744	3,031,004	3,095,060	2,139,525	(955,535)	69.13%
Miscellaneous	29	-	-	826	826	
Fund Total	\$ 2,464,814	\$ 3,225,762	\$ 3,247,060	\$ 2,244,947	\$ (1,002,113)	69.14%
Golf Course Fund:						
Refunds	\$ 975	\$ 1,748	\$ 1,000	\$ 1,980	\$ 980	198.00%
Rebates	-	128	-	-	-	
Commissions	1,213	-	2,000	2,114	114	105.70%
Miscellaneous Service Charges	23,032	9,419	29,000	15,051	(13,949)	51.90%
Gift Certificates	2,593	5,161	-	3,877	3,877	
Driving Range	131,664	198,423	110,000	97,436	(12,564)	88.58%
Rec Program Fees	10,825	22,296	21,000	(357)	(21,357)	-1.70%
Overages (Shortages)	(36)	(394)	-	(301)	(301)	
Food and Beverage Sales	154,464	134,467	225,000	149,750	(75,250)	66.56%
Clubhouse and Banquet Rental	41,811	25,162	38,000	18,595	(19,405)	48.93%
Alcoholic Beverage Sales	147,942	204,177	201,000	170,181	(30,819)	84.67%
Season Passes	55,578	97,094	63,000	1,485	(61,515)	2.36%
Greens Fees	400,827	567,382	512,000	407,358	(104,642)	79.56%
Merchandise Sales	74,720	103,715	106,000	61,922	(44,078)	58.42%
Cart Rental	251,803	341,504	325,000	245,287	(79,713)	75.47%
Equipment Rental	1,750	1,258	3,000	2,167	(833)	72.23%
Salvage Sales	-	91	-	-	-	
Sales Tax	24,069	36,320	31,000	22,151	(8,849)	71.46%
Miscellaneous Revenue	35,691	58,305	56,000	48,380	(7,620)	86.39%
Interest	10,113	2,245	1,000	-	(1,000)	0.00%
Other Reimbursement	-	-	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,369,034	\$ 1,808,499	\$ 1,725,000	\$ 1,247,077	\$ (477,923)	72.29%
Total - Major Operating Funds	\$ 110,652,836	\$ 131,367,670	\$ 111,567,826	\$ 72,419,715	\$ (39,148,111)	64.91%

⁽¹⁾ February is 66.7% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
February 28, 2022

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 7,000	\$ 81,223	\$ 74,223	1160%	\$ 911,040	\$ 1,106,875	\$ 195,835	121%
Police Operations	1112	309,707	211,576	(98,131)	68%	7,742,612	3,797,552	(3,945,060)	49%
Police Support Services	1114	48,000	25,703	(22,297)	54%	2,228,406	1,494,796	(733,610)	67%
Crossing Guards	1119	-	329	329		87,586	69,329	(18,257)	79%
Emergency Preparedness	1140	-	-	-	N/A	92,961	82,273	(10,688)	89%
Fire Support	1141	389,200	213,356	(175,844)	55%	1,120,554	729,581	(390,973)	65%
Fire Suppression	1142	1,000	8,632	7,632	863%	3,102,992	2,085,838	(1,017,154)	67%
Emergency Medical Services	1144	2,141,704	1,829,860	(311,844)	85%	5,192,452	2,990,697	(2,201,755)	58%
Code Enforcement	1460	2,458,200	1,716,395	(741,805)	70%	1,906,063	1,202,724	(703,339)	63%
Animal Control	2224	500	620	120	124%	13,000	11,125	(1,875)	86%
Subtotal		\$ 5,355,311	\$ 4,087,694	\$ (1,267,617)	76%	\$ 22,397,666	\$ 13,570,792	\$ (8,826,874)	61%
Health & Social Services:									
Mosquito Control	2223	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Special Populations	2448	12,000	1,854	(10,146)	15%	19,000	730	(18,270)	4%
Subtotal		\$ 12,000	\$ 1,854	\$ (10,146)	15%	\$ 19,000	\$ 730	\$ (18,270)	4%
Culture & Recreation:									
Library	2331	\$ 229,616	\$ 186,632	\$ (42,984)	81%	\$ 2,495,852	\$ 1,609,876	\$ (885,976)	65%
Park Administration	2440	57,000	44,663	(12,337)	78%	328,156	233,230	(94,926)	71%
Park Maintenance	2441	-	171	171	N/A	1,690,743	909,862	(780,881)	54%
Recreation Programs	2442	475,000	339,668	(135,332)	72%	913,738	623,281	(290,457)	68%
Community Center	2443	50,000	93,641	43,641	187%	129,050	58,515	(70,535)	45%
Aquatic Centers	2444	1,108,000	558,487	(549,513)	50%	1,287,567	779,598	(507,969)	61%
Prairie Ridge Sports Complex	2445	336,761	142,111	(194,650)	42%	997,488	534,350	(463,138)	54%
Hawkeye Concessions	2446	63,000	31,839	(31,161)	51%	59,449	22,331	(37,118)	38%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 2,319,377	\$ 1,397,213	\$ (922,164)	60%	\$ 7,902,643	\$ 4,771,043	\$ (3,131,600)	60%
Public Works:									
Public Transportation	3540	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Airport Authority	3548	637,714	346,058	(291,656)	54%	637,414	318,707	(318,707)	50%
Subtotal		\$ 637,714	\$ 346,058	\$ (291,656)	54%	\$ 637,414	\$ 318,707	\$ (318,707)	50%
Community & Economic Development:									
Development Engineering	3545	\$ 98,000	\$ 32,626	\$ (65,374)	33%	\$ 878,523	\$ 601,851	\$ (276,672)	69%
Housing Authority	3648	-	-	-	N/A	13,208	8,208	(5,000)	62%
Economic Development	4886	-	-	-	N/A	351,107	222,672	(128,435)	63%
Planning & Building	4887	34,000	33,100	(900)	97%	1,095,316	695,503	(399,813)	63%
Subtotal		\$ 132,000	\$ 65,726	\$ (66,274)	50%	\$ 2,338,154	\$ 1,528,233	\$ (809,921)	65%
General Government:									
Communications	2335	\$ -	\$ 2,400	\$ 2,400	N/A	\$ 424,502	\$ 256,022	\$ (168,480)	60%
Mayor and City Council	4881	-	-	-	N/A	224,741	130,322	(94,419)	58%
Human Resources	4882	-	-	-	N/A	466,648	273,840	(192,808)	59%
City Manager	4883	-	-	-	N/A	1,022,837	735,975	(286,862)	72%
City Clerk	4884	100,400	116,583	16,183	116%	495,162	294,590	(200,572)	59%
Finance	4885	28,792,279	16,284,573	(12,507,706)	57%	545,865	337,338	(208,527)	62%
Information Technology	4889	335,138	165,081	(170,057)	49%	1,340,555	822,585	(517,970)	61%
City Hall Building	4891	-	-	-	N/A	83,670	55,565	(28,105)	66%
Subtotal		\$ 29,227,817	\$ 16,568,638	\$ (12,659,179)	57%	\$ 4,603,980	\$ 2,906,238	\$ (1,697,742)	63%
Total General Fund		\$ 37,684,219	\$ 22,467,183	\$ (15,217,036)	60%	\$ 37,898,857	\$ 23,095,743	\$ (14,803,114)	61%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 3,000	\$ 2,000	\$ (1,000)	67%	\$ 794,072	\$ 689,723	\$ (104,349)	87%

Revenue							Expenditures			
		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>
Road Use Tax Fund										
Public Works:										
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 682,000	\$ 445,510	\$ (236,490)	65%	
Roadway Administration	3261	8,732,000	6,040,770	(2,691,230)	69%	1,844,154	1,202,281	(641,873)	65%	
Roadway Maintenance	3262	-	-	-	N/A	2,418,791	1,463,651	(955,140)	61%	
Snow and Ice Control	3263	-	-	-	N/A	836,126	340,280	(495,846)	41%	
Traffic Safety	3265	-	-	-	N/A	1,207,118	659,221	(547,897)	55%	
Total Road Use Tax Fund		<u>\$ 8,732,000</u>	<u>\$ 6,040,770</u>	<u>\$ (2,691,230)</u>	69%	<u>\$ 6,988,189</u>	<u>\$ 4,110,943</u>	<u>\$ (2,877,246)</u>	59%	
Tax Increment Financing										
Community and Economic Development	4280	\$ 9,110,301	\$ 5,179,087	\$ (3,931,214)	57%	\$ 1,997,804	\$ 88,298	\$ (1,909,506)	4%	
Police and Fire Retirement										
Public Safety:	4290	\$ 2,389,713	\$ 1,292,979	\$ (1,096,734)	54%	\$ 2,574,375	\$ 1,656,529	\$ (917,846)	64%	
Debt Service										
Debt Service:	4300	\$ 14,608,879	\$ 7,952,513	\$ (6,656,366)	54%	\$ 23,630,465	\$ 2,341,729	\$ (21,288,736)	10%	
Solid Waste										
Enterprise:	3500	\$ 1,176,500	\$ 778,302	\$ (398,198)	66%	\$ 1,158,029	\$ 925,536	\$ (232,493)	80%	
Water										
Enterprise:										
Utility Deposits	3505	\$ 215,000	\$ 154,546	\$ (60,454)	72%	\$ 208,000	\$ 104,860	\$ (103,140)	50%	
Water Administration	3510	16,898,148	13,176,434	(3,721,714)	78%	13,119,565	8,792,891	(4,326,674)	67%	
Water Maintenance	3512	-	-	-	N/A	2,275,970	1,456,857	(819,113)	64%	
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A	
Water Sinking	3530	-	-	-	N/A	5,314,238	305,704	(5,008,534)	6%	
Total Water Fund		<u>\$ 17,113,148</u>	<u>\$ 13,330,981</u>	<u>\$ (3,782,167)</u>	78%	<u>\$ 20,917,773</u>	<u>\$ 10,660,312</u>	<u>\$ (10,257,461)</u>	51%	
Sewer										
Enterprise:										
Wastewater Administration	3550	\$ 15,778,006	\$ 11,883,876	\$ (3,894,130)	75%	\$ 7,942,079	\$ 5,785,944	\$ (2,156,135)	73%	
Wastewater Operations	3552	-	-	-	N/A	1,289,783	982,628	(307,155)	76%	
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A	
Sewer Sinking	3570	-	-	-	N/A	4,076,288	60,644	(4,015,644)	1%	
Total Sewer Fund		<u>\$ 15,778,006</u>	<u>\$ 11,883,876</u>	<u>\$ (3,894,130)</u>	75%	<u>\$ 13,308,150</u>	<u>\$ 6,829,216</u>	<u>\$ (6,478,934)</u>	51%	
Storm Water										
Enterprise:										
Storm Water Administration	3580	\$ 3,247,060	\$ 2,244,947	\$ (1,002,113)	69%	\$ 735,388	\$ 447,979	\$ (287,409)	61%	
Street Cleaning	3584	-	-	-	N/A	197,819	112,927	(84,892)	57%	
Total Storm Water Fund		<u>\$ 3,247,060</u>	<u>\$ 2,244,947</u>	<u>\$ (1,002,113)</u>	69%	<u>\$ 933,207</u>	<u>\$ 560,906</u>	<u>\$ (372,301)</u>	60%	
Golf Course										
Enterprise:										
Golf Course Maintenance	2591	\$ 1,000	\$ 1,980	\$ 980	198%	\$ 615,474	\$ 346,707	\$ (268,767)	56%	
Golf Course Pro Shop	2592	1,182,000	844,804	(337,196)	71%	612,958	344,885	(268,073)	56%	
Golf Course Banquet Services	2595	542,000	400,293	(141,707)	74%	590,500	369,400	(221,100)	63%	
Total Golf Course Fund		<u>\$ 1,725,000</u>	<u>\$ 1,247,077</u>	<u>\$ (477,923)</u>	72%	<u>\$ 1,818,932</u>	<u>\$ 1,060,993</u>	<u>\$ (757,939)</u>	58%	
Total		<u>\$ 111,567,826</u>	<u>\$ 72,419,715</u>	<u>\$ (39,148,111)</u>	65%	<u>\$ 112,019,853</u>	<u>\$ 52,019,926</u>	<u>\$ (59,999,927)</u>	46%	

**City of Ankeny
Investment Schedule
February 2022**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance February 28, 2022
Capital Projects													
37265	IPAIT	CD	CD	1.850%	2/25/2020	9/24/2021	577	\$ 4,000,000.00	\$ -	\$ -	\$ 116,995.09	\$ 4,000,000.00	\$ -
37206	IPAIT	CD	CD	1.750%	11/5/2019	11/4/2021	730	2,000,000.00	-	-	70,018.63	2,000,000.00	-
900004461	Northwest Bank	CD	CD	0.250%	2/5/2021	2/5/2022	365	3,000,000.00	-	-	7,541.20	3,000,000.00	-
291727	IPAIT	CD	CD	0.200%	9/24/2021	9/24/2022	365	4,000,000.00	-	-	-	-	4,000,000.00
22362	South Story Bank & Tr	CD	CD	0.350%	11/8/2021	11/8/2022	365	2,000,000.00	-	-	-	-	2,000,000.00
900008222	Northwest Bank	CD	CD	0.300%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
	Great Western Bank	MM	Money market	0.100%	N/A	N/A	MM	27,095,028.80	-	-	18,103.18	-	27,095,028.80
Subtotal								\$ 45,095,028.80	\$ -	\$ -	\$ 212,658.10	\$ 9,000,000.00	\$ 36,095,028.80
Equipment Reserve													
260001208	Community State	CD	CD	0.190%	6/24/2021	6/24/2022	365	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
313-91634	RBC Wealth Managem	Bank of China	Commercial Paper	0.260%	3/11/2021	9/17/2021	190	\$ 4,993,138.89	\$ -	\$ -	\$ 6,861.11	\$ 4,993,138.89	\$ -
3686-4618	Robert W. Baird & Co.	Natixis	Commercial Paper	0.190%	4/27/2021	1/21/2022	269	4,992,901.39	-	-	7,130.07	4,992,901.39	-
3000595287	Lincoln Savings Bank	CD	CD	0.250%	2/5/2021	2/5/2022	365	3,000,000.00	-	-	7,507.04	3,000,000.00	-
260001405	Community State	CD	CD	0.300%	4/14/2021	4/14/2022	365	3,000,000.00	-	-	-	-	3,000,000.00
920-120-9	Farmers State Bank	CD	CD	0.330%	4/16/2021	4/16/2022	365	5,000,000.00	-	-	-	-	5,000,000.00
313-91634	RBC Wealth Managem	Bank of China	Commercial Paper	0.200%	9/24/2021	6/17/2022	266	4,992,611.11	-	-	-	-	4,992,611.11
291878	IPAIT	CD	CD	0.140%	10/14/2021	7/11/2022	270	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	Toyota Motor	Commercial Paper	0.321%	12/13/2021	9/6/2022	267	2,992,880.01	-	-	-	-	2,992,880.01
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	0.723%	2/8/2022	10/6/2022	240	4,976,000.00	-	-	-	-	4,976,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	0.677%	2/7/2022	11/30/2022	296	5,000,000.00	18,956.04	53,345.22	-	-	5,072,301.26
313-91634	RBC Wealth Managem	T-Note	T-Note	0.938%	2/11/2022	12/31/2022	323	3,000,000.00	435.08	(21,399.37)	-	-	2,979,035.71
22378	South Story Bank & Tr	CD	CD	0.300%	2/4/2022	2/4/2023	365	2,000,000.00	-	-	-	-	2,000,000.00
3000595287	Lincoln Savings Bank	CD	CD	0.570%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
	Lincoln Savings Bank	MM	Money market	0.100%	N/A	N/A	MM	14,762,475.98	-	-	9,822.03	-	14,762,475.98
39246-101	IPAIT	MM	Money market	0.010%	N/A	N/A	MM	15.52	-	-	5.45	-	15.52
	Great Western Bank	MM	Money market	0.100%	N/A	N/A	MM	76,842,641.41	-	-	41,231.76	26,507,979.55	50,334,661.86
	Farmers State Bank	MM	Money market	0.350%	N/A	N/A	MM	10,022,419.67	-	-	23,323.88	-	10,022,419.67
Subtotal								\$ 151,575,083.98	\$ 19,391.12	\$ 31,945.85	\$ 95,881.34	\$ 39,494,019.83	\$ 112,132,401.12
Police/Fire Pension													
260001208	Community State	CD	CD	0.190%	6/24/2021	6/24/2022	365	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Sewer Improvement Fund													
37272	IPAIT	CD	CD	0.800%	3/20/2020	9/21/2021	550	\$ 1,000,000.00	\$ -	\$ -	\$ 12,055.78	\$ 1,000,000.00	\$ -
260001432	Community State	CD	CD	0.190%	6/7/2021	6/7/2022	365	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	0.190%	6/24/2021	6/24/2022	365	500,000.00	-	-	-	-	500,000.00
291599	IPAIT	CD	CD	0.200%	9/23/2021	9/23/2022	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ 12,055.78	\$ 1,000,000.00	\$ 2,000,000.00
Water Fund													
260001432	Community State	CD	CD	0.190%	6/7/2021	6/7/2022	365	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Total Investments								\$ 203,170,112.78	\$ 19,391.12	\$ 31,945.85	\$ 320,595.22	\$ 49,494,019.83	\$ 153,727,429.92

City of Ankeny Investment Schedule February 2022

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance February 28, 2022
<u>Totals by Institution</u>													
Bank of the West								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bankers Trust								-	-	-	-	-	-
BNP Paribas								-	-	-	-	-	-
Community State								7,500,000.00	-	-	-	-	7,500,000.00
Farmers State Bank								15,022,419.67	-	-	23,323.88	-	15,022,419.67
First National Bank								-	-	-	-	-	-
Great Southern Bank								-	-	-	-	-	-
Great Western Bank								103,937,670.21	-	-	59,334.94	26,507,979.55	77,429,690.66
IPAIT								15,000,015.52	-	-	199,074.95	7,000,000.00	8,000,015.52
Lincoln Savings Bank								20,762,475.98	-	-	17,329.07	3,000,000.00	17,762,475.98
Northwest Bank								6,000,000.00	-	-	7,541.20	3,000,000.00	3,000,000.00
RBC Wealth Management								25,954,630.01	19,391.12	31,945.85	6,861.11	4,993,138.89	21,012,828.09
Robert W. Baird & Co.								4,992,901.39	-	-	7,130.07	4,992,901.39	-
Two Rivers Bank								-	-	-	-	-	-
South Story Bank & Trust								4,000,000.00	-	-	-	-	4,000,000.00
US Bank								-	-	-	-	-	-
Wells Fargo								-	-	-	-	-	-
Total								\$ 203,170,112.78	\$ 19,391.12	\$ 31,945.85	\$ 320,595.22	\$ 49,494,019.83	\$ 153,727,429.92
<u>Totals by Type</u>													
Mutual fund								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CD								43,500,000.00	-	-	214,117.74	13,000,000.00	30,500,000.00
Money market								128,722,581.38	-	-	92,486.30	26,507,979.55	102,214,601.83
T-Note								8,000,000.00	19,391.12	31,945.85	-	-	8,051,336.97
Commercial paper								22,947,531.40	-	-	13,991.18	9,986,040.28	12,961,491.12
Total								\$ 203,170,112.78	\$ 19,391.12	\$ 31,945.85	\$ 320,595.22	\$ 49,494,019.83	\$ 153,727,429.92



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to receive and file Utility Billing Report for February 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

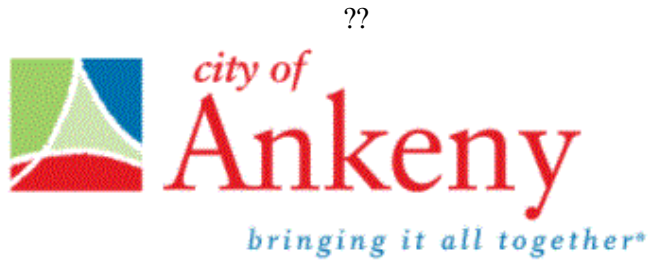
ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Utility Billing Report

City of Ankeny
To the Mayor and City Council
Utility Billing Report

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	26,561	252,823,636	\$ 1,571,001	\$ 6.21	\$ 274,429	25,210	\$ 130,562	\$ 14,021	\$ 892,553	\$ 522,319	24,711	\$ 264,820	\$ 3,539,143
August	26,875	272,032,948	\$ 1,663,589	\$ 6.12	\$ 275,638	25,313	\$ 136,993	\$ 14,075	\$ 916,050	\$ 524,594	24,811	\$ 266,874	\$ 3,660,819
September	26,804	245,727,119	\$ 1,481,886	\$ 6.03	\$ 276,509	25,404	\$ 125,422	\$ 14,126	\$ 851,570	\$ 526,209	24,899	\$ 267,537	\$ 3,417,837
October	26,841	213,976,519	\$ 1,337,714	\$ 6.25	\$ 276,494	25,465	\$ 117,987	\$ 14,182	\$ 890,445	\$ 527,806	24,988	\$ 268,151	\$ 3,314,792
November	26,883	127,849,305	\$ 759,058	\$ 5.94	\$ 276,194	25,517	\$ 81,415	\$ 14,231	\$ 749,716	\$ 529,204	25,068	\$ 268,847	\$ 2,597,249
December	26,885	121,114,061	\$ 722,643	\$ 5.97	\$ 276,312	25,563	\$ 79,856	\$ 14,266	\$ 766,286	\$ 530,432	25,129	\$ 270,283	\$ 2,580,222
January	26,885	124,215,132	\$ 741,505	\$ 5.97	\$ 276,641	25,625	\$ 81,195	\$ 14,309	\$ 804,939	\$ 531,627	25,199	\$ 271,235	\$ 2,640,256
February	26,856	132,725,945	\$ 711,842	\$ 5.36	\$ 277,033	25,666	\$ 84,652	\$ 14,333	\$ 860,654	\$ 532,447	25,241	\$ 271,798	\$ 2,668,106
March													\$ -
April													\$ -
May													\$ -
June													\$ -
FY Total	214,590	1,490,464,665	\$ 8,989,238	\$ 47.85	\$ 2,209,250	203,763	\$ 838,081	\$ 113,543	\$ 6,732,213	\$ 4,224,637	200,046	\$ 2,149,544	\$ 24,418,424
FY 22 Average	26,824	186,308,083	1,123,655	\$ 5.98	276,156	25,470	104,760	14,193	841,527	528,080	25,006	268,693	2,034,869
FY 21 Average	25,514	175,191,103	\$ 1,004,651	\$ 5.65	\$ 261,517	24,564	\$ 97,325	\$ 13,675	\$ 893,718	\$ 543,516	24,102	\$ 255,531	\$ 2,972,609
FY 20 Average	24,069	148,457,846	\$ 790,912	\$ 5.23	\$ 248,219	23,477	\$ 81,443	\$ 13,067	\$ 790,209	\$ 519,384	23,018	\$ 198,220	\$ 2,560,012
FY 19 Average	23,157	141,721,265	\$ 703,451	\$ 4.89	\$ 239,513	22,642	\$ 76,042	\$ 12,604	\$ 765,640	\$ 500,957	22,194	\$ 191,607	\$ 2,413,772
FY 18 Average	22,199	148,299,683	\$ 717,639	\$ 4.75	\$ 229,309	21,696	\$ 74,396	\$ 12,079	\$ 732,055	\$ 479,581	21,257	\$ 168,141	\$ 2,338,804
FY 17 Average	21,118	130,754,905	\$ 573,655	\$ 4.34	\$ 203,156	20,629	\$ 63,715	\$ 11,495	\$ 715,618	\$ 454,144	20,208	\$ 160,807	\$ 2,118,875
FY 16 Average	20,144	122,786,371	\$ 498,547	\$ 4.03	\$ 181,657	19,695	\$ 57,931	\$ 10,977	\$ 700,667	\$ 432,333	19,276	\$ 154,242	\$ 1,978,423
FY 15 Average	19,002	114,382,217	\$ 448,375	\$ 3.89	\$ 165,892	18,592	\$ 52,152	\$ 9,481	\$ 621,465	\$ 381,931	18,171	\$ 146,989	\$ 1,774,134
FY 14 Average	18,188	130,473,575	\$ 524,615	\$ 3.93	\$ 157,676	17,824	\$ 54,495	\$ 9,082	\$ 575,219	\$ 347,744	17,409	\$ 141,544	\$ 1,755,881
FY 13 Average	17,461	127,259,667	\$ 498,872	\$ 3.84	\$ 147,519	17,146	\$ 49,939	\$ 8,749	\$ 516,957	\$ 308,223	16,745	\$ 96,329	\$ 1,576,649
FY 12 Average	16,898	119,790,894	\$ 443,102	\$ 3.64	\$ 135,767	16,620	\$ 44,904	\$ 8,477	\$ 459,863	\$ 271,187	16,213	\$ 93,307	\$ 1,411,702
FY 11 Average	16,415	105,824,267	\$ 343,916	\$ 3.24	\$ 118,519	16,175	\$ 36,560	\$ 7,621	\$ 427,041	\$ 247,677	15,724	\$ 90,746	\$ 1,235,520
FY 10 Average	15,932	109,564,150	\$ 325,559	\$ 2.94	\$ 104,065	15,673	\$ 32,792	\$ 7,243	\$ 375,098	\$ 210,202	15,216	\$ 88,351	\$ 1,110,519
FY 09 Average	15,325	109,776,358	\$ 316,943	\$ 2.84	\$ 96,801	15,261	\$ 30,993	\$ 7,060	\$ 350,002	\$ 195,507	14,806	\$ -	\$ 966,313
FY 08 Average	14,934	112,497,657	\$ 326,578	\$ 2.86	\$ 90,607	14,742	\$ 28,423	\$ 12,328	\$ 309,562	\$ 163,141	14,274	\$ -	\$ 930,639
FY 07 Average	14,345	111,387,042	\$ 310,964	\$ 2.74	\$ 83,528	14,099	\$ 26,133	\$ 10,755	\$ 257,067	\$ 137,350	13,634	\$ -	\$ 825,795
FY 06 Average	13,420	108,202,296	\$ 291,748	\$ 2.66	\$ 73,332	13,109	\$ 23,924	\$ 9,694	\$ 233,797	\$ 109,441	12,668	\$ -	\$ 741,937
FY 05 Average	12,259	99,314,970	\$ 220,166	\$ 2.24	\$ 63,148	14,096	\$ 18,767	\$ 7,304	\$ 209,495	\$ 80,757	13,687	\$ -	\$ 599,637
FY 04 Average	11,160	106,031,112	\$ 223,285	\$ 2.10	\$ 57,886	13,782	\$ 17,891	\$ 4,312	\$ 189,435	\$ 70,582	13,393	\$ -	\$ 563,392
FY 03 Average	10,241	90,622,843	\$ 190,558	\$ 2.09	\$ 54,239	12,914	\$ 15,965	\$ 2,836	\$ 179,169	\$ 66,118	12,546	\$ -	\$ 508,886
FY 02 Average	9,538	86,506,417	\$ 179,109	\$ 2.06	\$ 51,377	12,233	\$ 15,237	\$ 2,865	\$ 175,727	\$ 62,666	11,891	\$ -	\$ 486,982
FY 01 Average	8,968	75,203,817	\$ 161,137	\$ 2.13	\$ 49,015	11,670	\$ 14,113	\$ 2,386	\$ 169,540	\$ 59,883	11,363	\$ -	\$ 456,075
FY 00 Average	8,943	76,589,060	\$ 161,036	\$ 2.10	\$ 46,920	11,171	\$ 11,686	\$ 2,411	\$ 163,674	\$ 57,273	10,868	\$ -	\$ 442,999
FY 99 Average	8,402	66,329,874	\$ 137,536	\$ 2.07	\$ 44,676	10,637	\$ 10,510	\$ 2,168	\$ 156,069	\$ 55,530	10,537	\$ -	\$ 406,489
FY 98 Average	8,014	63,130,217	\$ 135,586	\$ 2.15	\$ 42,754	10,180	\$ 10,520	\$ 2,445	\$ 153,575	\$ 52,226	9,910	\$ -	\$ 396,835
FY 97 Average	7,631	62,277,745	\$ 130,853	\$ 2.10	\$ 41,003	9,763	\$ 9,892	\$ 2,373	\$ 146,976	\$ 50,743	9,629	\$ -	\$ 381,841



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Building Permit Report for February 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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 February Building Permit Report

City of Ankeny
Building Permit Report
Month of February 2022

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	February-22		February-21		1/1/2022-2/28/2022		1/1/2021-2/28/2021		7/1/2021-2/28/2022	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	38	\$10,910,942	42	\$11,864,163	77	\$21,856,588	87	\$24,047,892	337	\$100,831,835
New Single Family Attached/Duplex	27	\$6,066,771	20	\$3,920,965	39	\$9,047,360	40	\$8,347,857	165	\$39,571,034
New Multi - Family	0	\$0	0	\$0	1	\$750,000	0	\$0	45	\$16,929,010
Total New Residential Permits	65	\$16,977,713	62	\$15,785,128	117	\$31,653,948	127	\$32,395,749	547	\$157,331,879
Additions/Alterations/Other (1)	39	\$392,332	47	\$579,247	87	\$1,290,175	88	\$1,232,963	472	\$5,590,864
Total New Dwelling Units	65		62		116		127		592	
NON-RESIDENTIAL										
New Commercial *	1	\$125,000	1	\$1,000,000	1	\$125,000	1	\$1,000,000	16	\$41,164,813
COM Additions/Alterations/Other	12	\$3,196,169	4	\$775,000	17	\$5,041,278	15	\$3,096,258	84	\$38,331,347
New Church	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
CHR Additions/Alterations/Other	0	\$0	0	\$0	0	\$0	2	\$6,000	2	\$55,000
New School	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SCH Additions/Alterations/Other	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Total Non Residential Permits	13	\$3,321,169	5	\$1,775,000	18	\$5,166,278	18	\$4,102,258	102	\$79,551,160
MISC PERMITS (2)	35	\$68,749	33	\$47,415	59	\$174,580	62	\$115,495	642	\$778,134
TOTALS	152	\$20,759,963	147	\$18,186,790	281	\$38,284,981	295	\$37,846,465	1763	\$243,252,037

(1) includes permits issued for sheds, pools, garages, decks, porches, auxiliary structures

(2) includes permits issued for: driveway approach, signs, fences, other misc. non-residential

RSF includes attached & detached dwelling units; RDF includes duplexes; RMF includes apartments & stacked condo units

* includes footing & foundation permits

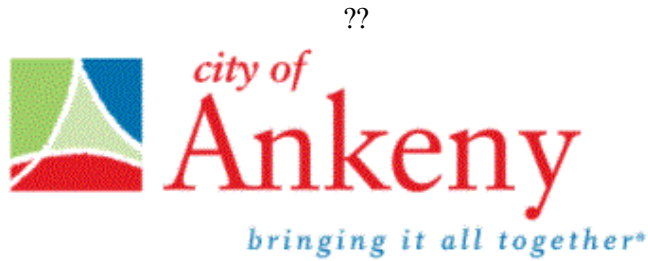
The City Of Ankeny
Building Permit Report (Monthly)
Issued from February 2022

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	2/2/2022	\$200,994	22-0373-NEW	613 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	2/3/2022	\$271,315	21-8232-NEW	2416 NW North Creek Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/7/2022	\$304,209	22-0459-NEW	3145 NW 27th Cir	Mapes Construction Company	Mapes Construction Company
Single Family Detached	New Building	2/7/2022	\$298,677	22-0461-NEW	3149 NW 27th Cir	Mapes Construction Company	Mapes Construction Company
Single Family Detached	New Building	2/8/2022	\$227,974	22-0498-NEW	2424 SW Plaza Pkwy	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/9/2022	\$262,412	22-0500-NEW	316 NE 62nd St	Benchmark Builders Iowa	Benchmark Builders Iowa
Single Family Detached	New Building	2/14/2022	\$351,202	21-8247-NEW	1619 SW Westview Dr	Hale Development LLC	Hale Development LLC
Single Family Detached	New Building	2/14/2022	\$353,722	22-0509-NEW	2024 SW Westwood St	Giovanti Homes LLC	Giovanti Homes LLC
Single Family Detached	New Building	2/14/2022	\$394,703	22-0559-NEW	5811 NE Sherman Ct	Caliber Homes	Caliber Homes
Single Family Detached	New Building	2/14/2022	\$369,649	22-0560-NEW	6111 NE Oak Dr	Caliber Homes	Caliber Homes
Single Family Detached	New Building	2/15/2022	\$338,982	22-0624-NEW	3243 NW 27th Cir	Creative Building Ventures Inc	Creative Building Ventures Inc
Single Family Detached	New Building	2/15/2022	\$285,978	22-0669-NEW	2212 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/17/2022	\$245,371	22-0583-NEW	720 NE Deerfield Dr	Elevated Builders LLC	Elevated Custom Builders
Single Family Detached	New Building	2/17/2022	\$245,371	22-0584-NEW	728 NE Deerfield Dr	Elevated Builders LLC	Elevated Custom Builders
Single Family Detached	New Building	2/17/2022	\$271,521	22-0585-NEW	724 NE Deerfield Dr	Elevated Builders LLC	Elevated Custom Builders
Single Family Detached	New Building	2/21/2022	\$340,455	22-0504-NEW	5913 NE Sherman Dr	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	2/22/2022	\$333,454	22-0739-NEW	1211 NW 27th St	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	2/22/2022	\$386,493	22-0750-NEW	1215 NW 27th St	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	2/23/2022	\$317,007	22-0724-NEW	1015 NW Mils Ct	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	2/23/2022	\$365,191	22-0725-NEW	6003 NE Sherman Dr	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	2/24/2022	\$249,488	22-0489-NEW	410 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/24/2022	\$184,651	22-0838-NEW	3079 NW Irvinedale Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/24/2022	\$184,651	22-0839-NEW	3077 NW Irvinedale Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/25/2022	\$352,062	22-0399-NEW	3128 NW 27th Cir	CCS Homes	CCS Homes
Single Family Detached	New Building	2/28/2022	\$244,161	22-0640-NEW	629 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	2/28/2022	\$281,387	22-0675-NEW	2814 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	2/28/2022	\$281,387	22-0691-NEW	2810 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	2/28/2022	\$281,387	22-0692-NEW	2818 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	2/28/2022	\$281,387	22-0693-NEW	2806 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	2/28/2022	\$281,387	22-0695-NEW	2802 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	2/28/2022	\$281,387	22-0699-NEW	2714 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	2/28/2022	\$281,387	22-0700-NEW	2710 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	2/28/2022	\$281,387	22-0701-NEW	2706 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	2/28/2022	\$281,387	22-0702-NEW	2702 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	2/28/2022	\$236,441	22-0732-NEW	4205 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	2/28/2022	\$218,113	22-0733-NEW	4133 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	2/28/2022	\$272,106	22-0740-NEW	2614 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	2/28/2022	\$272,106	22-0743-NEW	2610 NW 29th St	MJ Properties	MJ Properties
Single Family Attached	New Building	2/7/2022	\$237,162	21-8468-NEW	3203 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2022	\$237,071	21-8467-NEW	3207 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2022	\$237,668	21-8466-NEW	3211 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2022	\$237,276	21-8465-NEW	3215 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC

Single Family Attached	New Building	2/7/2022	\$237,565	21-8464-NEW	3219 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2022	\$237,605	21-8265-NEW	3223 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/10/2022	\$202,258	22-0532-NEW	2804 NW 32nd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/10/2022	\$234,673	22-0597-NEW	2808 NW 32nd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/10/2022	\$234,673	22-0596-NEW	2812 NW 32nd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/10/2022	\$234,673	22-0533-NEW	2816 NW 32nd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/10/2022	\$192,203	22-0531-NEW	2820 NW 32nd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/15/2022	\$217,130	22-0437-NEW	1219 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$215,041	22-0563-NEW	1223 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$217,130	22-0564-NEW	1227 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$215,041	22-0565-NEW	1231 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$215,041	22-0441-NEW	1222 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$217,130	22-0566-NEW	1226 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$215,041	22-0567-NEW	1230 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$217,130	22-0568-NEW	1234 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$217,130	22-0440-NEW	1235 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$215,041	22-0569-NEW	1239 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$215,041	22-0570-NEW	1243 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/15/2022	\$217,130	22-0571-NEW	1247 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/17/2022	\$237,101	22-0352-NEW	4312 NW Arlan Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/17/2022	\$236,598	22-0353-NEW	4316 NW Arlan Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/16/2022	\$238,358	22-0376-NEW	4319 NW Arlan Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/16/2022	\$238,861	22-0375-NEW	4323 NW Arlan Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Building Addition	2/1/2022	\$31,339	21-7985-ADD	2922 SW Ridgeview Ln	Zenith Design Build	Zenith Design Build
Single Family Detached	Building Alteration	2/1/2022	\$18,096	22-0211-ALT	1312 NE 49th St	Bryan J Bengtson	Bryan J Bengtson
Single Family Attached	Building Alteration	2/2/2022	\$5,893	22-0427-ALT	1111 NW 26th St	Pals Services LLC	Pals Services LLC
Single Family Attached	Building Alteration	2/3/2022	\$13,920	22-0443-ALT	3826 SW Stonehaven Ln	Vishal Patel	Vishal Patel
Single Family Detached	Building Alteration	2/3/2022	\$928	22-0497-ALT	603 NE 55th St	Cody Hagle	Cody Hagle
Single Family Detached	Building Alteration	2/4/2022	\$22,040	22-0511-ALT	3109 NW Westwood St	Kimberley Construction	Kimberley Construction
Single Family Detached	Building Alteration	2/7/2022	\$18,444	22-0529-ALT	1216 NW 27th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	2/7/2022	\$2,320	22-0550-ALT	3128 SW Townpark Dr	Lucas Tacker	Randy Jones
Single Family Detached	Pergola	2/9/2022	\$6,820	22-0499-PERG	4313 NW 5th St	Vishal Patel	Vishal Patel
Single Family Detached	Building Alteration	2/9/2022	\$6,937	22-0603-ALT	606 NW Reinhart Dr	Sean T McCracken	Home Revisions LLC
Single Family Detached	Building Alteration	2/10/2022	\$13,456	22-0438-ALT	3921 NW 2nd Pl	Culp Home Improvement LLC	Culp Home Improvement LLC
Single Family Detached	Building Alteration	2/10/2022	\$16,982	22-0635-ALT	1214 SE Mallard Creek Dr	Nick Giannetto	Nick Giannetto
Single Family Detached	Building Alteration	2/11/2022	\$10,370	21-7848-ALT	4222 NW Linwood Dr	Robby S Jensen	Robby S Jensen
Single Family Detached	Pergola	2/11/2022	\$25,000	22-0067-PERG	4201 SW 4th St	Top Hat Renovations Inc	Top Hat Renovations Inc
Single Family Detached	Building Alteration	2/11/2022	\$2,900	22-0659-ALT	3409 SW Fox Run Dr	Shepherd's Home Repair	Shepherd's Home Repair
Single Family Detached	Building Addition	2/14/2022	\$18,804	21-8219-ADD	4611 NE Wanda Dr	City Builders	City Builders
Single Family Detached	Building Alteration	2/14/2022	\$10,208	22-0663-ALT	406 NE 17th St	David D Patterson	Brian Lehman
Single Family Detached	Solar	2/15/2022	\$20,000	22-0670-SOL	513 SW Camden Dr	Pohren Andy	Tri City Electric Co
Single Family Detached	Building Alteration	2/16/2022	\$17,377	22-0280-ALT	3603 SE 20th St	Orton Homes LLC	Orton Homes LLC
Single Family Detached	Building Alteration	2/17/2022	\$16,240	22-0539-ALT	3917 NW 2nd Pl	J & G Builders	J & G Builders
Single Family Detached	Building Alteration	2/17/2022	\$13,456	22-0764-ALT	2616 NW 23rd ST	Katherine M Krull	Katherine M Krull
Single Family Detached	Building Alteration	2/21/2022	\$12,064	22-0790-ALT	1820 SE Justice ST	Madsen Renovation	Madsen Renovation
Single Family Detached	Building Alteration	2/22/2022	\$1,114	22-0825-ALT	2616 NW 23rd ST	Katherine M Krull	Katherine M Krull
Industrial	Solar	2/23/2022	\$1,456,000	22-0387-SOL	2741 SE Pdi Pl	Ecovole Solar	Ecovole Solar

Single Family Detached	Building Alteration	2/23/2022	\$20,880	22-0850-ALT	2308 NW Reinhart Dr	Skyler D Saemisch	Skyler D Saemisch
Single Family Detached	Building Alteration	2/24/2022	\$15,544	22-0779-ALT	3507 NW 19th St	Kampen Contracting	Kampen Contracting
Single Family Detached	Building Alteration	2/25/2022	\$5,800	22-0799-ALT	2114 SW Sugarberry Ct	Matthew G Lloyd	North River Remodeling LLC
Single Family Detached	Solar	2/25/2022	\$15,000	22-0873-SOL	736 SE Richland Ct	Purelight Power	Purelight Power
Single Family Detached	Shed	2/7/2022	\$2,000	22-0453-SHD	3113 SW Brookeline Dr	Kimberley Rivera	Tuff Shed
Single Family Detached	Shed	2/11/2022	\$2,400	22-0066-SHD	4201 SW 4th St	Top Hat Renovations Inc	Top Hat Renovations Inc
Single Family Detached	Shed	2/22/2022	\$1,920	22-0792-SHD	2001 NW Greenwood Ct	Justin Arterburn	Tuff Shed
Single Family Detached	Shed	2/24/2022	\$3,200	22-0860-SHD	3411 NE 11th St	Jesse R Turpen	Jesse R Turpen
Single Family Detached	Spa/Hot Tub	2/28/2022		22-0905-SPA	729 SE 3rd St	Michele Gold	Michele Gold
Single Family Detached	Deck	2/3/2022	\$3,168	22-0463-DECK	2813 SW Plaza Ln	Vishal Patel	Vishal Patel
Single Family Detached	Deck	2/8/2022	\$10,224	22-0553-DECK	623 NE 45th Ct	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Deck	2/9/2022	\$2,112	22-0285-DECK	601 NE Trilein Dr	Vishal Patel	Vishal Patel
Single Family Detached	Deck	2/9/2022	\$1,200	22-0574-DECK	606 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	Deck	2/10/2022	\$1,296	22-0641-DECK	517 SW Cherry St	Ashley Cunningham	Joe Ruby
Single Family Detached	Deck	2/16/2022	\$1,680	22-0744-DECK	2101 NE Grant St	MJ Properties LLC	MJ Properties LLC
Single Family Detached	Deck	2/28/2022	\$1,200	22-0891-DECK	4113 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Storage	New Building	2/3/2022	\$125,000	22-0278-NEW	704 SW Des Moines St	The Godwin Group LLC	The Godwin Group LLC
Other	Antenna/Tower	2/15/2022	\$25,000	22-0114-ANT	701 SE Magazine Rd	Verizon	Murphy Tower Service LLC
Restaurant	Shed	2/17/2022	\$2,560	22-0654-SHD	2601 SE Delaware Ave	Chili's	Tuff Shed
Other	Building Alteration	2/18/2022	\$638,284	22-0516-ALT	715 SW Ankeny Rd	Hansen Company	Hansen Company
Other	Building Alteration	2/18/2022	\$92,000	22-0668-ALT	3603 NE Otterview Cir	Seneca Companies, Inc	Seneca Companies, Inc
Multi-Family	Building Alteration	2/24/2022	\$1,540	22-0829-ALT	110 SE Grant St Ste 101	Lisa Schmitz	BLC Projects
Retail	Building Alteration	2/25/2022	\$300,000	21-7413-ALT	1935 SE Delaware Ave	CASCO Corp	Thomas Grace Construction
Restaurant	Building Alteration	2/25/2022	\$356,510	22-0237-ALT	1615 SW Main St Ste 105	DRA Properties	DRA Properties LLC
Office	Building Alteration	2/25/2022	\$150,000	22-0436-ALT	907 N Ankeny Blvd	Renovate It Homes	Renovate It Homes
Mixed Use	Building Alteration	2/25/2022	\$100,720	22-0576-ALT	1610 SW Main St Ste 107	DRA Properties	DRA Properties LLC
Other	Antenna/Tower	2/25/2022	\$44,000	22-0614-ANT	1251 NW 18th St	KGI Wireless, Inc	Downs Electric Inc
Office	Building Alteration	2/28/2022	\$29,555	22-0827-ALT	2401 SE Tones Dr Ste 8	Denny Elwell Company	Denny Elwell Company
Single Family Detached	Fence/Wall	2/1/2022		22-0416-FNCE	3521 NE Winding Trail Dr	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	2/4/2022		22-0505-FNCE	4111 NE 7th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	2/7/2022		22-0534-FNCE	1836 SE Hillside Dr	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	2/8/2022		21-8394-FNCE	2801 SW Plaza Ln	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	2/15/2022		22-0698-FNCE	4907 NE Jan Rose Pkwy	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	2/16/2022		22-0681-FNCE	2616 SW Plaza Pkwy	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	2/16/2022		22-0720-FNCE	1005 SE Judy Dr	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	2/16/2022		22-0728-FNCE	610 NW Logan St	John M Graziano	Affordable Fencing Inc
Single Family Detached	Fence/Wall	2/21/2022		22-0680-FNCE	4426 SW Camden Ridge Ct	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	2/21/2022		22-0729-FNCE	2409 NW 9th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	2/21/2022		22-0730-FNCE	2015 SW Westwood St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	2/21/2022		22-0731-FNCE	305 NE 8th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	2/21/2022		22-0741-FNCE	3114 SE Honeysuckle Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	2/21/2022		22-0742-FNCE	5012 NW 15th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co

Single Family Detached	Fence/Wall	2/21/2022	22-0776-FNCE	504 NW 31st St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	2/21/2022	22-0778-FNCE	2506 NW Beechwood St	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	2/22/2022	22-0804-FNCE	1311 NW Reinhart Dr	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	2/25/2022	22-0842-FNCE	3715 SW Stonehaven Ln	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Office	Sign	2/9/2022	\$8,625 22-0448-SIGNP	460 NW 36th St	Pro Image Sign & Lighting	Pro Image Sign & Lighting
Office	Sign	2/9/2022	\$7,600 22-0452-SIGNP	460 NW 36th St	Pro Image Sign & Lighting	Pro Image Sign & Lighting
Office	Sign	2/10/2022	\$6,500 22-0530-SIGNP	1450 SW Vintage Pkwy Ste 100	Graphic Illusions, LLC	Graphic Illusions, LLC
Industrial	Sign	2/11/2022	\$3,000 22-0295-SIGNP	6150 SE Rio Cir Ste 101	Iowa Sign Company	Iowa Sign Company
Industrial	Sign	2/24/2022	\$6,634 22-0795-SIGNP	6150 SE Rio Cir Ste 103	Archetype Signmakers	Archetype Signmakers
Hotel/Motel	Sign	2/28/2022	\$5,800 22-0609-SIGNP	2502 SE Hulsizer Rd	Chesnut Signs	Chesnut Signs
Hotel/Motel	Sign	2/28/2022	\$5,800 22-0610-SIGNP	2502 SE Hulsizer Rd	Chesnut Signs	Chesnut Signs
Hotel/Motel	Sign	2/28/2022	\$4,450 22-0611-SIGNP	2502 SE Hulsizer Rd	Chesnut Signs	Chesnut Signs
Hotel/Motel	Sign	2/28/2022	\$7,800 22-0785-SIGNP	2402 SE Tones Dr	Chesnut Signs	Chesnut Signs
Hotel/Motel	Sign	2/28/2022	\$6,965 22-0786-SIGNP	2402 SE Tones Dr	Chesnut Signs	Chesnut Signs
Hotel/Motel	Sign	2/28/2022	\$5,575 22-0787-SIGNP	2402 SE Tones Dr	Chesnut Signs	Chesnut Signs
Office	Temporary Sign	2/17/2022	22-0726-SIGNT	1325 SW Oralabor Rd Ste 208	H & R Block	H & R Block
Restaurant	Temporary Sign	2/18/2022	22--0759-SIGNT	802 SE Oralabor Rd Ste 108	CrumbI Cookies	CrumbI Cookies
Office	Temporary Sign	2/25/2022	22-0535-SIGNT	709 N Ankeny Blvd	H & R Block	H & R Block
Retail	Canopy/Tent	2/22/2022	22-0801-TENT	2510 SW State St	Hy-Vee	Hy-Vee
Single Family Detached	Demolition	2/15/2022	22-0672-DEMO	7055 SE Delaware Ave	J Pettiecord Inc	J Pettiecord Inc
Single Family Detached	Demolition	2/15/2022	22-0673-DEMO	7125 SE Delaware Ave	J Pettiecord Inc	J Pettiecord Inc



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Change Order #2 decreasing the contract amount by \$15,000 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition (2021) project.

EXECUTIVE SUMMARY:
This decrease to due to changes made to the contract to coordinate with the ASR projects (Bid Packages 1 and 2):

- 1) Remove finish grading and topsoil respread
- 2) Add relocation of topsoil to near the City's borrow stockpile east of the plant
- 3) Remove drive removal and granular surfacing

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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 Change Order #2

city of
Ankeny
bringing it all together

Project Title:	Wastewater Plant Partial Demolition (2021)		
Contractor:	Con-Struct, Inc.		
Address:	305 S. Dayton Ave. Ames, IA 50010		
Finance Budget Code:	632.3632.4405	Finance Project #	632.4405
Vendor Project or Invoice #:	N/A	PO #	N/A
Original Contract Date:	October 18, 2021	Vendor #	6379

Change Order Date: February 21, 2022

The following changes are made to the Contract to coordinate with ASR projects (Bid Packages 1 and 2):

1. Remove finish grading and topsoil respread.
2. Add relocation of topsoil to near the City's borrow stockpile east of the plant.
3. Remove drive removal and granular surfacing.

Details of Change Order:

[illegible]

Change Order Number:	2	makes the following adjustments to the Contract:	\$ (15,000.00)
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Firm Name _____
Signature D. W. Smith

3/8/2022

Firm Name
Taylor Stoppel
Signature

3/8/2022

Date

Signature

Title

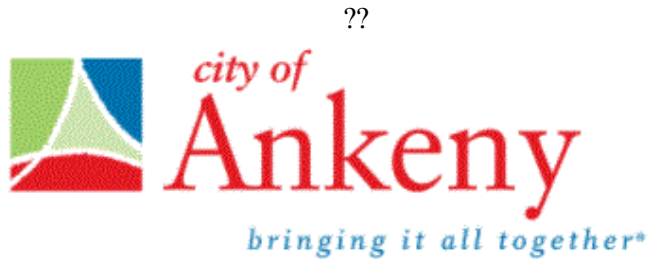
Signature _____

Title

Date _____

#	Date	Amount
	Original Contract Amount	\$ 379,000.00
1	February 7, 2022	\$ 4,059.50
2	March 21, 2022	\$ (15,000.00)
3		
4		
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14		
15		

Revised Contract Amount	\$ 368,059.50
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ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

 [Print](#)

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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 No. 2 to the Professional Services Agreement increasing the contract amount by \$95,200.00 with JEO Consulting Group, Inc. for engineering services on the SE Delaware Avenue HMA Widening project.

EXECUTIVE SUMMARY:

JEO Consulting Group, Inc. completed the design of the SE Delaware Avenue HMA Widening project which was bid locally on March 1, 2022, and awarded on March 7, 2022. The Public Works Department proposes to continue using JEO Consulting Group, Inc. for construction engineering services during construction of the project.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement. A copy of the original Professional Services Agreement, approved April 19, 2021, and Amendment No. 1, approved January 3, 2022, are also attached for reference.

The fee for the construction engineering services is \$95,200.00. The original Professional Services Agreement for the preliminary and final design engineering services is \$97,750.00. Amendment No. 1 to the Professional Services Agreement for additional engineering services is \$24,595.00. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to 217,545.00.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with JEO Consulting Group, Inc.

FISCAL IMPACT: ??No

The construction engineering services for the SE Delaware Avenue HMA Widening 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. 2 to the Professional Services Agreement increasing the contract amount by \$95,200.00 with JEO Consulting Group, Inc. for construction engineering services on the SE Delaware Avenue HMA Widening project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Amendment #2
 Amendment #1
 Professional Services Agreement

This is **EXHIBIT G**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 19, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: March 21, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: **April 19, 2021**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE Delaware Avenue HMA Widening**

Nature of Amendment:

- ☒ X Additional Services to be performed by Engineer
- ☒ X Modifications of payment to Engineer
- ☒ X Modifications of Project timeline

Description of Modifications:

This Amendment is associated with the construction services for the SE Delaware Avenue HMA Widening Project. These services include:

Exhibit A – Scope of Services, Section I, Subsection J, Construction Services

Replace Subsection J to read:

J. Construction administration, construction staking, resident project representation, monument preservation, and post-construction services will be performed as detailed in this Amendment.

Exhibit A – Scope of Services, Section II, Subsection G, Construction Services

Amend the section to read:

- i. Construction Administration
 - a. The Engineer shall perform Project coordination with the Owner, adjacent property owners, and other necessary agencies.
 - b. The Engineer shall arrange and conduct a preconstruction meeting with the Owner and Contractor to review the Project scope and intent, details of construction, Contract requirements, and Project schedule prior to construction.
 - c. The Engineer shall review shop drawings and other applicable submissions from the

Contractor for compliance with the construction contract. Provide reviewed shop drawings to Owner and Contractor. Provide a shop drawing log to the Owner.

- d. The Engineer shall review requests for information/clarifications on design and materials.
 - e. The Engineer shall conduct on-site weekly construction meetings with the Contractor.
 - f. The Engineer shall review, make recommendations, and prepare change orders.
 - g. The Engineer shall prepare partial payment applications and change orders, and make recommendations to the Owner for their acceptance.
 - h. The Engineer shall review the Project to determine completion in substantial conformance with the Contract Documents and recommend acceptance to Owner.
 - i. The Engineer shall provide a Certificate of Completion for the Project using the Owner's template.
- ii. Construction Staking (Requires 48-hour notice)
- a. The Engineer shall provide all construction staking for the Project. The construction documents state the Engineer shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.
 - b. Detail staking to be provided
 - i. Project site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the grading and paving contractor for machine control).
 - ii. Existing pavement removals and construction limits (100' intervals and points of deflection).
 - iii. Roadway sub-grade checks (Check stakes provided on centerline/100' intervals throughout the roadway).
 - iv. Storm sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
 - v. Roadway pavement pave-thrus (Paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
 - vi. Driveway pavement (Paving hubs staked on 25' intervals and points of deflection, top of slab elevations).
 - vii. Roadway sidewalk pavement (Paving hubs staked on 50' intervals and driveway edges. Offsets to a single edge to a pre-determined height). Set stakes for locations of sidewalk curbs.
 - viii. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, corner offsets with elevations).
 - ix. Pole locations for reinstallation of street signs.
- iii. Resident Project Representation
- a. The Engineer will provide a Resident Project Representative to perform construction observation services for the Owner at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observations will be performed half time, approximately 4 hours per day, for most construction tasks unless otherwise noted herein.
 - b. The Resident Project Representative shall attend the preconstruction conference and subsequent on-site meetings during construction as necessary.
 - c. The Resident Project Representative will review the Contractor's work for general compliance

with the plans and specifications.

- d. The Resident Project Representative shall verify materials delivered to the site by the Contractor are in accordance with the plans and specifications. Resident Project Representative reserves the right to reject any inappropriate or damaged materials. Resident Project Representative shall verify inappropriate or damaged materials are not incorporated into the Project.
 - e. The Resident Project Representative shall immediately notify the Engineer and the Owner if they observe or have reason to believe the Contractor's construction methods or materials used do not meet the specifications. This may include the RPR, Engineer, or Owner directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
 - f. The Resident Project Representative shall observe proof rolls and spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The Resident Project Representative shall observe moisture and density tests.
 - g. The Resident Project Representative shall observe traffic control operations to ensure general compliance with the Contract Documents.
 - h. The Resident Project Representative shall prepare a weekly report of working days using the Owner's template.
 - i. The Resident Project Representative shall measure and keep a record of Contract quantities for payment applications and observe and document testing required of the Contractor.
 - j. The Resident Project Representative shall provide full-time observation for the construction of storm sewer, culvert pipe, and subdrain installation including periodic spot checks of line and grade, and observe trench compaction testing. The Resident Project Representative will review televising videos of the storm sewer and subdrain and will provide a list of observed deficiencies.
 - k. The Resident Project Representative shall be on-site full-time during roadway and sidewalk paving operations. The Resident Project Representative shall observe onsite HMA testing and plastic concrete testing operations by the Contractor and collect results. The results shall be provided to the Engineer and the Owner.
 - l. The Resident Project Representative shall observe painted pavement markings installation.
 - m. The Resident Project Representative shall observe sawing and sealing of joints, where applicable.
- iv. Monument Preservation
- a. The Engineer shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the Project corridor and replacing any monument disturbed or removed at its preserved position. The results of this survey will be provided to the Owner for their record and recorded with the Polk County Recorder's Office. Assumes restoration of one monument.
- v. Post-Construction Services
- a. The Resident Project Representative shall perform a Project walkthrough with the Owner and Contractor and review the Project to determine if it has been completed in substantial conformance with the plans, specifications, and other Contract Documents and recommend acceptance to the Owner.
 - b. The Resident Project Representative shall assist the Owner in developing a final punch list and verify completion of items for acceptance.
 - c. The Resident Project Representative shall prepare and furnish as-built record drawings and

- XYZ data files of the Project in accordance with the Owner's Post-Construction Submittal Requirements. The as-built drawings shall include storm sewer above ground structure location data and underground utility location data from the construction phase. The Resident Project Representative shall complete the Owner's ADA Sidewalk Compliance forms.
- d. The Resident Project Representative shall provide copies of field sketches, logs, etc. to the Owner.

Exhibit A – Scope of Service, Section III, Deliverables

Add text to read:

- G. ADA Sidewalk Compliance Forms using Owner's template
- H. Televising videos and reports
- I. Material submittals and log
- J. Testing reports and documents
- K. Weekly working day reports
- L. Field sketches and observation log book(s)
- M. Record drawing submittals per Owner's submittal requirements
- N. Monument Preservation Certificate – verification of recording with Polk County

Exhibit A – Scope of Service, Section IV, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

<i>Item</i>	<i>Amendment #1 Total</i>	<i>Amendment #2</i>	<i>Total</i>
A. Project Administration and Coordination	\$17,050.00	\$ 0.00	\$ 17,050.00
B. Environmental Services	\$ 2,000.00	\$ 0.00	\$ 2,000.00
C. Preliminary Design Services	\$43,610.00	\$ 0.00	\$ 43,610.00
D. Project Information Meeting	\$ 3,450.00	\$ 0.00	\$ 3,450.00
E. Final Design Services	\$28,950.00	\$ 0.00	\$ 28,950.00
F. Bidding Phase Services	\$ 2,690.00	\$ 0.00	\$ 2,690.00
G. Construction Services	\$ 0.00	\$95,200.00	\$ 95,200.00
H. Amendment No. 1 – Design	\$15,095.00	\$ 0.00	\$ 15,095.00
I. Amendment No. 1 – Acquisition Plats	\$ 3,500.00	\$ 0.00	\$ 3,500.00
J. Amendment No. 1 – Utility Potholing	\$ 6,000.00	\$ 0.00	\$ 6,000.00
Total	\$122,345.00	\$95,200.00	\$217,545.00

Exhibit A – Scope of Services, Section V, Timeline

Replace Subsection A.vii to read:

- vii. Construction timeframe Spring to Autumn 2022

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

ENGINEER: **JEO Consulting Group, Inc.**

By: _____

Print

Name: Mark E. Holm

Title: Mayor

Date Signed: _____

By:  _____

Print

Name: Rob Haaland, PE

Title: Project Manager

Date Signed: 03/xx/2022

Attest: _____

Printed/Typed

Name: Mandy Hanson

Title: Records Clerk

Date Signed: _____

This is **EXHIBIT F**, consisting of 3 pages,
referred to in and part of the **Agreement**
between Owner and Engineer for Professional
Services dated April 19, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: January 3, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: **April 19, 2021**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE Delaware Avenue HMA Widening**

Nature of Amendment:

- X Additional Services to be performed by Engineer
- X Modifications of payment to Engineer
- X Modifications of project timeline

Description of Modifications:

This Amendment is associated with separating the City of Ankeny portion of the corridor from the Polk County portion of the corridor and proceeding with a local letting that does not include the Polk County portion. Also included in this Amendment is the preparation of acquisition plats and utility potholing performed by a sub-consultant. These services include:

Exhibit A – Scope of Services, Section II, Engineering Services

Amend the following sections:

F. Bidding Phase Services

1. Furnish plans, specifications, and contract documents of the Project to the Owner for prospective bidders via upload to QuestCDN. JEO will upload to QuestCDN.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during the advertising phase.
4. The project will be let by the Owner and the Engineer will attend the bid opening, confirm bid prices, prepare tabulation of construction bids, prepare Contract and PPM Bond forms, send to Contractor, and recommend award of Contract to the Owner.

Add the following sections:

- H. Amendment No. 1: Design and Plan Sheet Updating – Removal from Polk County plans
1. The original plans were to be included in Polk County's submittal to the Iowa DOT's Local Systems Bureau, as part of a Federal-aid SWAP project. Polk County was providing the following plan sheets: A, C, J.
 2. JEO will create, update, and finalize the necessary A, C, and J sheets, while continuing to use Iowa DOT bid items, estimate reference information, and tabulation tables.
 3. JEO will utilize the Owner's front end documents and SUDAS Division 1 specifications for the General Provisions and Covenants for execution of the Contract and PPM Bond forms between the Owner and the Contractor.
- J. Amendment No. 1: Acquisition Plats
1. Create acquisition plats for the required right-of-way acquisition along the project corridor. Property acquisition is not included in this scope.
- K. Amendment No. 1: Utility Potholing
1. Sub-consultant to perform utility potholing along project corridor to locate existing utility lines and approximate depths.

Exhibit A – Scope of Services, Section IV, Fee Schedule (Hourly Not to Exceed)

Amend the Section IV of the original Agreement with the following Section IV:

<i>Item</i>	<i>Original Agreement</i>	<i>Amendment #1</i>	<i>Total</i>
A. Project Administration and Coordination	\$17,050.00	\$ 0.00	\$ 17,050.00
B. Environmental Services	\$ 2,000.00	\$ 0.00	\$ 2,000.00
C. Preliminary Design Services	\$43,610.00	\$ 0.00	\$ 43,610.00
D. Project Information Meeting	\$ 3,450.00	\$ 0.00	\$ 3,450.00
E. Final Design Services	\$28,950.00	\$ 0.00	\$ 28,950.00
F. Bidding Phase Services	\$ 2,690.00	\$ 0.00	\$ 2,690.00
G. Construction Services			By Amendment
H. Amendment No. 1 – Design	\$ 0.00	\$15,095.00	\$ 15,095.00
I. Amendment No. 1 – Acquisition Plats	\$ 0.00	\$ 3,500.00	\$ 3,500.00
J. Amendment No. 1 – Utility Potholing	\$ 0.00	\$ 6,000.00	\$ 6,000.00
Total	\$ 97,750.00	\$24,595.00	\$122,345.00 <i>ec</i>

Exhibit A – Scope of Services, Section V, Timeline

Append the following subsection to read:

- A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.
- i. Contract Documents to Owner for Review 12/23/2021
 - ii. Contract Documents Comments to Engineer 01/07/2022
 - iii. Notice to Bidders and Notice of Public Hearing 01/10/2022
 - iv. City Council Approves Contract Documents 01/18/2022
 - v. Project Bid Letting 02/15/2022
 - vi. Contract Award 02/21/2022
 - vii. Construction Begins Spring 2022

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

By: 

Print

Name: Mark Holm

Title: Mayor

Date Signed: 1-3-22

ENGINEER: **JEO Consulting Group, Inc.**

By: 

Print

Name: Timothy Sheets, PE

Title: Project Manager

Date Signed: 12/21/2021



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 19, 2021 ("Effective Date") between City of Ankeny, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

SE Delaware Avenue HMA Widening ("Project").

JEO Project Number: 201512.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section VII of Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee schedule is outlined in Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is set forth in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

Exhibit C – Standard Hourly Rate Schedule

Exhibit D – City of Ankeny Insurance Requirements for Professional Services

Exhibit E – Project Location & Concept Design Map

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Ankeny, Iowa

Engineer: JEO Consulting Group, Inc.

By: 

By: 

Gary Lorenz

Tim Sheets

(Print Name)

(Print Name)

Title: Mayor

Title: Project Manager

Date Signed: 4-19-21

Date Signed: 04/13/2021

Address for giving notices:

Address for giving notices:

City of Ankeny – Public Works

JEO Consulting Group, Inc.

1210 NW Prairie Ridge Drive

1615 SW Main Street, Suite 205

Ankeny, IA 50023

Ankeny, IA 50023-7261

JEO Consulting Group, Inc.
SCOPE OF SERVICES

I. PROJECT DESCRIPTION

- A. The project includes Preliminary Design, Environmental Services, Final Design, and Bid Letting Support for SE Delaware Avenue between SE 66th Street and Polk County NE 62nd Avenue. The southern edge of the project aligns with Ankeny city limits. Topographic Survey was completed in a separate contract.
- B. The southern extent of this project will tie directly into a project being designed by Polk County. The intent is to use the same roadway typical section throughout the SE Delaware Avenue corridor.
- C. JEO will coordinate with both the City of Ankeny and Polk County throughout the project. JEO's plan sheets will be provided to Polk County for inclusion in their project plan set, which will then be submitted to the Iowa DOT as a local system, non-federal aid (SWAP) project submittal. JEO will work directly with Polk County to verify our plan sheets match the overall style, detail, and breadth of the Polk County plan sheets. Close coordination will be required on elements such as roadway alignment, profile grade, stationing, and digital terrain surfaces.
- D. The project consists of the widening of SE Delaware Avenue from SE 66th Street to the South Ankeny City Limit. This widening will include both PCC Pavement and HMA Surfacing, and the entire width of the widened roadway will be overlaid with HMA surfacing.
- E. New driveway approaches will be installed along the project to match into the widened section and/or meet the new profile of the HMA overlay.
- F. Cross road culverts will be installed as necessary to maintain current conveyance. Storm sewer will be added on the West side of SE Delaware Avenue in-place of the existing open ditch. The existing ditch will be partially or fully filled due to the addition of sidewalk grading along the West side.
- G. Sidewalk will be added to the City owned property on the North end of the project. Sidewalk will not be constructed South of the existing sidewalk on the West side, however, the future location of a sidewalk will be graded and included in the typical section. No sidewalk crossings are anticipated.
- H. Watermain is not included in this project. There is one valve box on the North end of the project which will require an adjustment due to the widened section.
- I. Sanitary Sewer is not included in this project.
- J. Construction administration, construction staking, resident project representative, and post-construction services will be performed under a separate agreement or amendment.

II. ENGINEERING SERVICES**A. Project Administration and Coordination**

- i. The Engineer shall prepare and submit monthly invoice statements and progress reports.
- ii. The Engineer shall perform Project coordination with the Owner, Polk County, property owners, and utility companies.
- iii. The Engineer shall perform two (2) Project Team Meetings with the Owner during the project, one at the preliminary design phase and one prior to the Iowa DOT Check Plan submittal.
- iv. The Engineer shall perform one utility coordination meeting with the utility company representatives. This meeting is to identify conflicts, review utility relocation plans prepared by the utility companies, and help facilitate a schedule with the Owner and utility companies to perform private utility relocations prior to the project construction.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

B. Environmental Services

- i. Section 10 process for non-Federal-aid projects.
 - 1. Review Iowa Department of Natural Resources and US Fish & Wildlife Services websites for Threatened and Endangered species and potential habitat in project area.
 - 2. Prepare Determination of Effect for Threatened and Endangered Species for Local Public Agencies form and, if required, consult with regulatory agencies for concurrence.
- ii. 404 Permit Process
 - 1. Perform on-site wetland determinations and delineations.
 - 2. Submit appropriate pre-construction notification to USACE, if necessary.

C. Preliminary Design Services

- i. The Engineer will prepare 50% (Preliminary) design and plans for the proposed improvements along SE Delaware Avenue that include:
 - 1. Title Sheet (A-Sheet)
 - 2. Typical Sections (B-Sheets)
 - 3. Estimated Quantities and General Notes (C-Sheets)
 - 4. SE Delaware Avenue Roadway Plan and Profile (D-Sheets).
 - 5. Project Removals (F-Sheets)
 - 6. Survey Control and Alignment (G-Sheets)
 - 7. Preliminary Traffic Control and Staging (J-Sheets).
 - 8. Storm Sewer Plan and Profile (M-Sheets)
 - a. The existing roadway ditch on the West side will be affected by the new sidewalk grading. It is expected that storm water will be handled with a new storm sewer & area intakes, or shallower ditch, or both.
 - b. Cross road culverts will also be shown.
 - 9. Sidewalk Layout (S-Sheets).
 - 10. Preliminary Cross Sections (W-Sheets)
- ii. Provide internal QA/QC for the Project.
- iii. The Engineer shall review preliminary franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.
- iv. The Engineer will submit a preliminary plan set to the Owner, Polk County, and applicable franchise utilities for review and comment.
- v. The Engineer will prepare an Engineer's Preliminary Opinion of Probable Construction Cost.

Preliminary Design phase is considered complete when documents are reviewed by the Owner.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

D. Project Information Meeting

- i. Prior to beginning the final design phase, the Engineer with the Owner and Polk County shall conduct one (1) Project Information Meeting for the Project.
- ii. Polk County will provide meeting invitations to impacted owners, tenants, and residents along the project corridor. Polk County will provide the meeting facilities.
- iii. The Engineer will attend the meeting and provide a display drawing for use at the meeting that will depict project details for the Owner's portion.
- iv. The Engineer will respond to any property owner questions for the Owner's portion.

E. Final Design Services

- i. Check (95%) Plans and Specifications
 1. Review Preliminary Plan comments from the Owner and internal QA/QC review. Incorporate comments into the final design and plans.
 2. Elements shown on the plans will include:
 - a. Title Sheet (A-Sheet)
 - b. Typical Sections and Details (B-Sheets)
 - c. Estimated Quantities, Estimate Reference Information, Iowa DOT Tabulations, and General Notes (C-Sheets)
 - d. SE Delaware Avenue Roadway Plan and Profile (D-Sheets)
 - e. Project Removals (F-Sheets)
 - f. Survey Control and Alignment (G-Sheets)
 - g. Traffic Control and Staging with Signing (J-Sheets)
 - h. Storm Sewer Plan and Profile (M-Sheets)
 - i. Erosion Control Plan Sheets (R-Sheets)
 - j. Sidewalk Layout (S-Sheets)
 - k. Special Details, if necessary (U-Sheets)
 - l. Final Cross Sections (W-Sheets)
 3. The Engineer shall prepare the plans and bid items in accordance with Iowa DOT Standard Specifications. Plans and submittals will follow the requirements of Iowa DOT Instructional Memorandum to Local Public Agencies 3.700.
 4. Provide internal QA/QC of the Project.
 5. Provide 95% (Check) Engineer's Opinion of Probable Construction Cost for the Project.
 6. Furnish a copy of the check plans to the Owner for review prior to submitting to Polk County and the Iowa DOT.
 7. The Engineer shall provide Polk County with electronic plans in PDF format, Iowa DOT Tabulations in Excel format, and coordinate on the Check Plan submittal to Iowa DOT's TPMS online portal.
 8. The Engineer shall develop any Project Special Provisions, if necessary.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- ii. Final 100% Plans and Specifications
 - 1. Upon receipt of the 95% (Check) plan review and comments by the Owner, the Engineer shall incorporate comments and complete the plans for the project bid letting.
 - 2. NPDES Storm Water Permit
 - a. The Engineer will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the "initial" Storm Water Pollution Prevention Plan (SWPPP) for the project. The Owner is responsible for implementation during construction.
 - b. The Engineer will pay all permit fees, publication fees, and other associated fees.
 - c. The Engineer is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the "initial" SWPPP for the site.
 - 3. The Engineer will prepare and submit to the Owner an Engineer's Final Opinion of Probable Construction Cost for the Project. The estimate shall be based on engineering judgment and does not represent a guarantee of the actual construction costs. The Engineer has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining bid prices.
- iii. The Engineer shall review final franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.
- iv. The Engineer shall provide Polk County with electronic plans in PDF format and coordinate on the Final Plan submittal to Iowa DOT's TPMS online portal.
- v. Plans and submittal will follow the requirements of Iowa DOT Instructional Memorandum to Local Public Agencies 3.700.

F. Bidding Phase Services

- i. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner, Polk County, and Iowa DOT during this phase.

Bidding will be performed through the Iowa DOT Contracts and Specifications Bureau.

G. Construction Services

- i. Construction services shall be performed under separate Agreement or Amendment.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

III. DELIVERABLES

- A. Preliminary Design Drawings (11" x 17") – Electronic Copy
- B. Engineer's Preliminary Opinion of Probable Construction Cost
- C. Check Plan Drawings (11" x 17") – Electronic Copy
- D. Engineer's Opinion of Probable Construction Cost (95%)
- E. Final Plan Drawings (11" x 17") - Electronic Copy and 5 Hard Copies
- F. Engineer's Final Opinion of Probable Construction Cost
- G. Project Special Provisions (if needed)
- H. Pre-construction GIS/Survey Submittals per Owner's Requirements (Including Base Map and Project Design in AutoCAD format)

IV. FEE SCHEDULE (HOURLY NOT TO EXCEED)

A. Project Administration and Coordination	\$ 17,050.00
B. Environmental Services	\$ 2,000.00
C. Preliminary Design Services	\$ 43,610.00
D. Project Information Meeting	\$ 3,450.00
E. Final Design Services	\$ 28,950.00
F. <u>Bidding Phase Services</u>	<u>\$ 2,690.00</u>
G. TOTAL	\$ 97,750.00

V. TIMELINE

- A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner:

i. Notice to Proceed	April 2021
ii. Preliminary Plan Design	May 2021
iii. Preliminary Plans to Owner for Review (2 weeks)	June 8, 2021
iv. Preliminary Plan Comments to Engineer	June 22, 2021
v. Project Information Meeting	June 29, 2021
vi. Check Plans to Owner for Review (2 weeks)	July 13, 2021
vii. Check Plan Comments to Engineer	July 27, 2021
viii. Check Plans submittal to Iowa DOT (via Polk County)	August 3, 2021
ix. Final Plans submittal to Iowa DOT (via Polk County)	September 21, 2021
x. Project Bid Letting	December 21, 2021

* Note: Project schedule is dependent upon timely reviews by regulatory agencies and stakeholders, as well as timely project direction from the Owner. The Engineer shall not be responsible for delays in the schedule that are beyond the Engineer's control.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

VI. ADDITIONAL SERVICES NOT INCLUDED IN CONTRACT

- A. Bidding Services (bid through the Iowa DOT).
- B. Existing pavement cores.
- C. Grant Administration.
- D. Preparation and/or review of cultural or archaeological studies.
- E. Subsurface Utility Exploration and coordination.
- F. Acquisition plats, exhibits, and legal descriptions for temporary easement, permanent easements, and fee title acquisitions.
- G. Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- H. Construction phase services including construction administration, resident project representation, or construction staking (to be negotiated at a later date).
- I. Record drawings (to be negotiated at a later date).
- J. Material testing services.
- K. Boundary retracement of existing lots to set missing monuments.
- L. Project management and coordination tasks beyond the scheduled project completion period.
- M. Preparation of bidding or contract documents for alternate bid prices.
- N. Other permits not indicated within this scope.
- O. Special meetings and meetings not outlined in the Scope of Services.
- P. Other services not specifically outlined in this Agreement.
- Q. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, warranty deeds, condemnation support.
- R. Sanitary sewer design.
- S. Water main design.
- T. Storm sewer design not already outlined in the Scope of Services.
- U. Traffic studies.

VII. OWNER'S RESPONSIBILITIES

- A. Provide timely plan reviews and all criteria and full information as to requirements for the project.
- B. Perform and provide the Engineer with existing pavement cores along SE Delaware Avenue.
- C. Provide copies of the most current water, sanitary sewer, storm sewer, and fiber optic base maps, and GIS data.
- D. Give prompt written notice to Engineer of any hazardous environmental conditions.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the agreement.
- F. Provide a room/location for the Project Information Meeting.
- G. Provide meeting invitations for the Project Information Meeting and notify the property owners along the project corridor of the meeting.
- H. Provide a designated authorized project representative.
- I. Attend meetings, if necessary, with each property owner located along the project corridor.
- J. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, and warranty deeds.
- K. Other permit fees not specifically outlined in this agreement.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit C.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

~~**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:~~

~~a. Workers' Compensation: Statutory~~

~~b. Employer's Liability~~

~~i. Each Accident: \$500,000~~

~~ii. Disease, Policy Limit: \$500,000~~

~~iii. Disease, Each Employee: \$500,000~~

~~c. General Liability~~

~~i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~d. Auto Liability~~

~~i. Combined Single: \$1,000,000~~

~~e. Excess or Umbrella Liability~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~f. Professional Liability:~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.~~

~~h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.~~

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

EXHIBIT C



JANUARY 1, 2021

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$155.00	-	\$290.00
Project Engineers/Architects:	\$130.00	-	\$235.00
Project Engineers (E.I.):	\$110.00	-	\$130.00
Designer:	\$140.00	-	\$195.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$80.00	-	\$145.00
Office/Administrative:	\$85.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

EXHIBIT D

City of Ankeny Insurance Requirements for Professional Services

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

EXHIBIT D

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

EXHIBIT D

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.

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ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022

5 : 30 PM

Gary Lorenz, Mayor

Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

 Print

?? ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

??

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$1,250.00 to Rognes Corporation, for construction services on the Otter Creek Sanitary Sewer Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #1

CHANGE ORDER FORM



Project Title: Otter Creek Sanitary Sewer Improvements - Phase 3
Contractor: Rognes Corporation
Address: 720 SW Goodwin Street, Ankeny, IA 50023
Finance Budget Code: 657.3657.4452 **Finance Project #** 657.4452
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: December 12, 2021 **Vendor #** 1768

Change Order Number: 1

Change Order Date: March 7, 2022

Purpose of Change Order:

Add Filter Sock in lieu of silt fence for erosion control per City's direction (Jared Bright) on 2/28/22.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Filter Sock	LF	500.00	\$ 2.50	\$ 1,250.00
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 1,250.00**

Contractor Accepted: Rognes Corporation

Firm Name

Cody Rognes
Signature

3/10/22
Date

Engineer Approved: HR Green, Inc.

Firm Name

[Signature]
Signature

3/10/22
Date

Owner Accepted: City of Ankeny

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 492,567.00
1	March 7, 2022	\$ 1,250.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 493,817.00**

??



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

 Print

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$19,900.00 with Snyder & Associates for engineering construction services for the N Ankeny Boulevard Fiber Optic Upgrade, a 2022 stand-alone phase of the N Ankeny Boulevard Landscape Improvements project.

EXECUTIVE SUMMARY:

The scope of the engineering services and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement. Copies of the original Professional Services Agreement, approved March 16, 2020 is also attached for reference.

The fee for the additional engineering services is \$19,900.00. The additional services include construction staking, observation and administration for the N Ankeny Boulevard Fiber Optic Upgrade from 1st Street to 18th Street. Due to co-location of the landscaping and fiber optic projects, engineering services for both have been combined into a single professional services agreement with Snyder & Associates. Adding

Amendment No. 1 to the Agreement increases the total contract amount to \$193,300.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Snyder & Associates in the amount of \$19,900.00 for the N Ankeny Boulevard Landscape Improvements.

FISCAL IMPACT: ??No

The fiber optic upgrade project is included in the Annual Traffic Signal Improvement Program of the City's 2022 - 2026 Capital Improvements Program for construction in 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Snyder & Associates in the amount of \$19,900.00 for the N Ankeny Boulevard Landscape Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

At the March 7, 2022 regular meeting, the City Council awarded the construction contract for the N Ankeny Boulevard Fiber Optic Upgrade to Communication Data Link of Grimes, Iowa.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #1
 Professional Agreement
 Location Map

AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

This Amendment entered into this 21st day of March 2022 to the Professional Services Agreement dated March 16, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc. hereinafter referred to as the “PROFESSIONAL”.

This Amendment is for additional Professional Services, including bid phase and construction services, associated with a fiber optic upgrade along N Ankeny Boulevard between 1st Street and 18th Street. The fiber optic improvements, hereinafter referred to as the “PROJECT” will be let and constructed as a project separate from other improvements previously identified in the Professional Services Agreement.

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

I. SCOPE OF WORK

A. GENERAL

Add the following paragraph:

7. The PROFESSIONAL will provide Professional Services as required to let the fiber optic upgrade PROJECT and provide construction services for the PROJECT.

B. BASIC ENGINEERING SERVICES

Add the following paragraphs:

9. BID PERIOD ASSISTANCE – FIBER OPTIC UPGRADE PROJECT

The PROFESSIONAL shall perform the following services:

- a. The project will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary documents for this process.
- b. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services. Prepare and issue addenda as required.
- c. Prepare and facilitate electronic plan distribution via Quest Construction Data Network (CDN).

- d. Attend the meeting at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding the awarding of the construction contract to the lowest qualified bidder.
- e. Prepare the Contract Documents incorporating all addendum items.

C. CONSTRUCTION SERVICES

Add the following paragraphs:

1. CONSTRUCTION SERVICES – FIBER OPTIC UPGRADE PROJECT

The PROFESSIONAL shall perform the following services:

- a. Arrange and conduct a preconstruction conference with the Contractor and CLIENT to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.
- b. Review equipment and material submittals for the PROJECT submitted by the CLIENT and/or Contractor for compliance with the Contract Documents. The PROFESSIONAL reserves the right to reject any catalog cuts of materials not in accordance to Contract Documents. The PROFESSIONAL shall notify the CLIENT of any materials not in compliance with Contract Documents. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into the PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site.
- c. The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.
- d. The PROFESSIONAL shall perform construction observation at times and intervals appropriate to the stage of construction to observe progress and quality of work and determine if results of the construction work are in general compliance with the Contract Documents. This will include monitoring construction activity and measuring/recording quantities for payment applications.

- e. The PROFESSIONAL shall perform site visits to review progress and address any construction issues as requested by the CLIENT. At these site visits, the PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into the PROJECT by observing current activities and available materials. The PROFESSIONAL shall notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop all work until appropriate corrective measure(s) is determined.
- f. The PROFESSIONAL shall review OTDR test reports (before and after installation) for compliance with specifications.
- g. The PROFESSIONAL shall furnish reproducible record drawings for the PROJECT according to CLIENT requirements. Record drawings shall include providing GPS documentation of conduit routing and handhole locations (CLIENT will locate utility). Such record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval.

II. WORK SCHEDULE

The PROJECT shall be performed by the PROFESSIONAL in accordance with the construction schedule for the PROJECT. Construction is expected to begin by May 2, 2022 and completed by October 31, 2022.

III. COMPENSATION AND TERMS OF PAYMENT

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

BASE AGREEMENT PLUS AMENDMENT 1

A. BASIC ENGINEERING SERVICES

	BASE	AMEND # 1	TOTAL
1. Project Administration and Coordination	\$4,900		\$4,900
2. Survey and Base Drawings	\$15,600		\$15,600
3. Preliminary Design and Plan Preparation			
Intersection Concrete Improvements	\$12,200		\$12,200
Landscape/Irrigation Improvements	\$25,200		\$25,200
4.			

Final Design and Construction Plan Preparation				
	Intersection Concrete Improvements	\$18,300		\$18,300
	Landscaping/Irrigation Improvements	\$32,800		\$32,800
5.	Traffic Signal Design and Plans	\$22,100		\$22,100
6.	Fiber Optic Upgrade Design and Plans	\$22,000		\$22,000
7.	Public Information Meeting	\$4,300		\$4,300
8.	Bid Period Assistance	\$4,800	\$3,000	\$7,800
TOTAL		\$162,200	\$3,000	\$165,200

B. CONSTRUCTION SERVICES

	BASE	AMEND #	TOTAL
		1	
Construction Administration	(By Amendment)		
Construction Staking	(By Amendment)		
Traffic Signal Coordination Plans	(By Amendment)		
Resident Construction Observation	(By Amendment)		
Construction Services – Fiber Optic	NA	\$16,900	\$16,900
TOTAL		\$16,900	\$16,900

C. ADDITIONAL SERVICES

	BASE	AMEND #	TOTAL
		1	
Test Holes – Potholing (16 locations)	\$11,200		\$11,200
Right-of-Way Services	(By Amendment)		
TOTAL			\$11,200

TOTAL BASE AGREEMENT	\$173,400
TOTAL AMENDMENT 1	\$19,900
TOTAL AGREEMENT	\$193,300

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

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this ____ day of _____, 2022.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

Mandy Hanson, Records Clerk

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.



By  _____
Digitally signed by David N.
Moeller, P.E.
Date: 2022.03.07
10:37:21-06'00'

EXHIBIT C

SNYDER & ASSOCIATES, INC. 2022-23 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$229.00	/hour
Principal I	\$217.00	/hour
Senior	\$198.00	/hour
VIII	\$181.00	/hour
VII	\$172.00	/hour
VI	\$163.00	/hour
V	\$152.00	/hour
IV	\$141.00	/hour
III	\$129.00	/hour
II	\$116.00	/hour
I	\$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$138.00	/hour
Senior	\$132.00	/hour
VIII	\$123.00	/hour
VII	\$113.00	/hour
VI	\$102.00	/hour
V	\$92.00	/hour
IV	\$83.00	/hour
III	\$75.00	/hour
II	\$69.00	/hour
I	\$60.00	/hour
Administrative		
II	\$71.00	/hour
I	\$58.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form)

NOW ON THIS 16 day of March, 2020, **Snyder & Associates, Inc.**,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and
City of Ankeny, Iowa
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: **N Ankeny Boulevard Landscape Improvements**
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
 - 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
 - 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

17.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services

Exhibit C Standard Fee Schedule

Exhibit B Insurance Requirements

Exhibit D Location Map

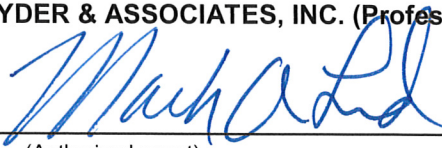
contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

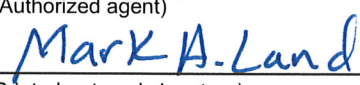
CITY OF ANKENY, IOWA (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By:  _____
(Authorized agent)

(Printed or typed signature)



(Printed or typed signature)

Route executed copy to: JWH

EXHIBIT A – SCOPE OF SERVICES

N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

I. SCOPE OF WORK

A. GENERAL

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as follows:

1. The PROJECT includes the design and construction of intersection and traffic signal improvements at the intersections of N Ankeny Boulevard (US Highway 69) with 5th Street, 9th Street, 11th Street, and 18th Street. The traffic signal improvements will consist of providing Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed.
2. The PROJECT includes sidewalk and landscaping improvements at the four corners of each of the four side street intersections with N Ankeny Boulevard, and median landscaping improvements from the north project limits of the 2018 Ankeny Boulevard & First Street Intersection Improvements Project to the north leg of the 18th Street intersection. There are a total of 12 raised medians in the project limits. Irrigation is included with the design for each of these areas. These improvements will be based on the May 5, 2017, N Ankeny Boulevard Landscape Improvements concept plan, and the design and plans developed for the Ankeny Boulevard and First Street Intersection Improvements Project constructed in 2018 and 2019.
3. The PROJECT includes the reconstruction of the raised medians and left turn lanes on the north and south legs of the N Ankeny Boulevard and 18th Street intersection. The reconstruction will provide offset left turn lanes on these two approaches.
4. The PROJECT includes fiber optic upgrades along N Ankeny Boulevard between the 1st Street and 18th Street intersections. These upgrades will incorporate new conduit, handholes, and circuits in the fiber optic system.
5. The PROJECT includes replacing curb and gutter pavement in poor condition along the raised medians within the project limits. The replacement limits will be coordinated with Iowa DOT District 1 staff.

6. The PROFESSIONAL will complete design, plans, contract documents, specifications, and bid phase assistance, defined in Article I.B, for the proposed PROJECT.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering and coordination with the CLIENT, Iowa DOT, and utility companies, as needed.
- d. Project design review with the CLIENT, as needed.
- e. One meeting with Iowa DOT District 1 staff and the CLIENT to review curb replacement limits, construction staging, landscaping improvements, and project schedule.

2. SURVEY AND BASE DRAWINGS

The PROFESSIONAL shall provide topographic survey for proposed improvements. This service includes:

- a. Horizontal Datum will be provided using Iowa State Plane.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.

- f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. The field survey will include the raised medians within the project limits, the four quadrants of the N Ankeny Boulevard intersections with 5th Street, 9th Street, 11th Street, and 18th Street, and the area between the curb and sidewalk along each side of N Ankeny Boulevard. The areas to be surveyed in each of the four quadrants are generally described as being between the roadway pavement gutter section to 5-ft outside the existing right-of-way, and along the intersection return to 10-ft beyond the PC and PT end points.
- h. A boundary survey will be performed to establish the existing right-of-way at each quadrant of the four intersections within the project limits. The Polk County's Assessor and Recorder sites will be researched to obtain recorded easement information on parcels adjacent to each intersection.
- i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

Quality Level "C" involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

3. PRELIMINARY DESIGN AND PLAN PREPARATION

The PROFESSIONAL will perform preliminary design and prepare plans to include:

- a. Plan and vertical geometry information for proposed median and sidewalk improvements.
- b. Landscape enhancements through the project corridor from north of 1st Street to the north leg of the 18th Street intersection. The landscape enhancements shall include raised medians along the project corridor, and improvements in the quadrants of the intersections with 5th, 9th, 11th, and 18th Streets. The design of the improvements shall be similar to the previously accepted concept design, which includes colored pavements, textured pavement surfacing, amended soils, plantings, irrigation for plantings, and grass turf areas.
- c. Identification of curb and gutter sections in poor condition along the raised medians to replace with the PROJECT.
- d. One meeting with the CLIENT to review preliminary design comments received from the CLIENT and Iowa DOT. Preliminary plans will be submitted to Iowa DOT for review and comment in advance of this meeting.
- e. Preliminary design and meeting memorandums.
- f. Engineer's Opinion of Probable Construction Cost for the PROJECT.

4. FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION

Upon receipt of preliminary plan review comments from the CLIENT and Iowa DOT, the PROFESSIONAL shall prepare construction documents for the PROJECT.

- a. The PROJECT will be phased to construct the concrete, traffic signal, and fiber optic improvements in 2021 (Phase 1); and the landscaping and irrigation improvements in 2022 (Phase 2). Final design will be performed and a plan set will be prepared for each phase.
- b. Concrete and Traffic Signal Improvements – Phase 1. The PROFESSIONAL shall complete the final design, plans, specifications, and bid documents for the improvements for the established scope for the PROJECT and furnish a copy of these documents to the CLIENT and Iowa DOT for review and approval prior to final acceptance and distribution for

a local letting. This phase will also involve the development of project details, general notes, final plan contract drawings, construction limits, control reference notes, erosion control, staging, and coordination.

The project information will include full plan sheets including A-, B- and C- sheets; plan view sheets (D-sheets), staging and traffic control (J-Sheets), horizontal and vertical geometry and jointing (L- and S- Sheets) and traffic signal sheets (N- Sheets). Specifications may include Special Provisions to supplement Iowa DOT or SUDAS standard specifications.

It is anticipated the Iowa DOT may specify any construction requiring the closure of lanes along N Ankeny Boulevard (US Highway 69) will be performed at night. It is anticipated side street closures will be utilized to complete construction of concrete and traffic signal improvements during daytime hours in the quadrants of each intersection. The staging and traffic control (J-sheets) will be prepared to reflect this, and will coordinate with potential detours and side street closures associated with the West 1st Street project.

Refer to Article I.B.5 for the Traffic Signal Design and Plans scope of services, and Article I.B.6 for the Fiber Optic Upgrade Design and Plans scope of services.

Landscape and Irrigation Improvements – Phase 2. The PROFESSIONAL shall complete the final design and prepare final plans, specifications, and bid documents for the improvements for the established scope for this project phase and furnish a copy of these documents to the CLIENT and Iowa DOT for review and approval prior to final acceptance and distribution for a local letting. This phase will also involve the development of project details, general notes, final plan contract drawings, construction limits, control reference notes, staging, and coordination for the intersection quadrants and raised medians.

The project information will include full plan sheets including A-, B- and C- sheets, plan view sheets (D-sheets), and staging and traffic control (J-Sheets). Specifications may include Special Provisions to supplement Iowa DOT or SUDAS standard specifications.

It is anticipated the Iowa DOT may specify any construction requiring the closure of lanes along N Ankeny Boulevard (US Highway 69) will be performed at night. It is further anticipated side street closures may be utilized to complete installation of landscaping and irrigation improvements during daytime hours in the quadrants of each intersection. The staging and traffic control (J-sheets) will be prepared to reflect this, and will coordinate

with potential detours and side street closures associated with the West 1st Street project.

- c. Final Opinion of Probable Construction Cost. Prepare a final opinion of total probable construction cost based on the design developed. Submit to CLIENT and Iowa DOT.
- d. Permits: Prepare and submit to CLIENT and Iowa DOT required Iowa DOT work in right-of-way permit applications.

5. TRAFFIC SIGNAL DESIGN AND PLANS

The PROFESSIONAL shall perform design and prepare plans for the traffic signal improvements as follows:

- a. Utilize project base mapping and sidewalk/ pedestrian ramp designs to prepare traffic signal modification plans for the N Ankeny Boulevard intersections with 5th Street, 9th Street, 11th Street and 18th Street. Signal modifications will consist of providing Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed.
- b. Prepare preliminary traffic signal layouts and provide to the CLIENT for review. The submittal will include an exhibit at each intersection of the traffic signal layout on S-sheets to reflect the quadrant (curb ramp) improvements.
- c. Prepare traffic signal check plans and provide to the CLIENT and Iowa DOT for review. Check plans are anticipated to include signal notes and estimated quantities, signal layout, signal wiring, and signal details.
- d. Prepare cost opinion for traffic signal modifications, for inclusion in the overall project cost opinion.
- e. Complete final traffic signal modification plans, based on CLIENT and Iowa DOT comments received.
- f. Prepare an Iowa DOT traffic control device permit application and submit to CLIENT. The CLIENT will submit the permit application to Iowa DOT.

6. FIBER OPTIC UPGRADE DESIGN AND PLANS

The PROFESSIONAL shall perform design and prepare plans for the fiber optic upgrade as follows:

- a. Provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities potentially in conflict with the proposed improvements. This includes an estimated ten (10) utility test holes.
- b. Prepare check plans for fiber optic upgrade in new conduit along N Ankeny Boulevard between 1st Street and 18th Street. Submit check plans to CLIENT and Iowa DOT for review. Check plans will be submitted to the CLIENT and any comments addressed prior to submitting check plans to the Iowa DOT. Check plans are anticipated to include the following:
 1. General notes, estimated quantities and estimate reference information.
 2. Fiber optic circuit/ conduit alignment and handholes placement.
 3. Fiber optic circuit design. The circuit type/ count will be coordinated with the CLIENT.
 4. Typical fiber optic circuit/conduit installation details.
 5. Staging design and notes to minimize downtime to the fiber optic system currently in place.
- c. Prepare cost opinion for fiber optic upgrade, for inclusion in the overall project cost opinion.
- d. Complete final fiber optic upgrade plans, based on CLIENT and Iowa DOT comments received.
- e. Prepare fiber optic special provisions to supplement SUDAS specifications, if necessary.

7. PUBLIC INFORMATION MEETING

Following completion of the Preliminary Design and Plans, the PROFESSIONAL and CLIENT will present the design to the property and business owners and tenants within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to property owner questions. The CLIENT will be

responsible for notifying the owners, tenants, and residents along the project corridor of the meeting.

8. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

- a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN.
- b. Advertising. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.
- c. Bidding. The PROJECT will be bid in two phases with two separate bid lettings. The PROFESSIONAL shall attend the meetings at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

C. CONSTRUCTION SERVICES

Construction services shall be performed under a separate Agreement or Amendment.

D. ADDITIONAL SERVICES

The PROFESSIONAL shall provide additional services as follows. Payment shall be as specified in Article III in Exhibit A of this Agreement.

1. TEST HOLES – POTHOLING

The PROFESSIONAL will utilize non-destructive hydro-excavation methods necessary to provide a horizontal and vertical locate of an underground utility. Once the utility line is found, the location and depth will be surveyed and incorporated into the existing survey drawing and evaluated for a potential conflict with the proposed design. The scope of work also includes obtaining necessary permits from the local jurisdiction and State of Iowa; contacting Iowa One Call to arrange for utility locates prior to excavation; utilizing appropriate traffic control; performing non-destructive hydro-excavation test holes to locate existing utilities at multiple locations needed for design; responsible for proper disposal of soil/waste material; backfilling test holes with suitable material; and restoring areas to preconstruction conditions. It is anticipated up to 16 test holes will be needed for this design.

2. RIGHT-OF-WAY SERVICES

Right-of-way acquisition services are not anticipated for this PROJECT. If required, right-of-way services shall be performed under separate Agreement or Amendment.

3. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request Extra Services from the PROFESSIONAL not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site. The PROFESSIONAL will include the initial Storm Water Pollution Prevention Plan as a part of the Contract Documents.

3. Indemnification

PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site.

II. WORK SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	March 17, 2020
Topo and Boundary Survey	April 17, 2020
Preliminary Design Completion – All Phases	June 26, 2020
Final Design Completion	
Phase 1: Traffic Signal and Concrete Improvements	October 2, 2020
Phase 2: Landscaping and Irrigation Improvements	October 1, 2021
Bid Letting	
Phase 1: Traffic Signal and Concrete Improvements	November 10, 2020
Phase 2: Landscaping and Irrigation Improvements	November 9, 2021

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

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

B. CONSTRUCTION SERVICES

Construction Administration	(By Amendment)
Construction Staking	(By Amendment)
Traffic Signal Coordination Plans	(By Amendment)
Resident Construction Observation	(By Amendment)
TOTAL	(By Amendment)

C. ADDITIONAL SERVICES

Test Holes – Potholing (16 locations)	\$ 11,200
Right-of-Way Services	(By Amendment)

TOTAL CONTRACT AMOUNT	\$173.400
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Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

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

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

B) AUTOMOBILE LIABILITY

\$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY

\$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

City of Ankeny Insurance Requirements for Professional Services

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

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

Exhibit C

SNYDER & ASSOCIATES, INC. 2019-20 STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way, Graphic Designer			
Principal II	\$208.00	/hour	
Principal I	\$197.00	/hour	
Senior	\$177.00	/hour	
VIII	\$163.00	/hour	
VII	\$155.00	/hour	
VI	\$148.00	/hour	
V	\$138.00	/hour	
IV	\$128.00	/hour	
III	\$116.00	/hour	
II	\$106.00	/hour	
I	\$93.00	/hour	
Technical			
Technicians--CADD, Survey, Construction Observation			
Lead	\$125.00	/hour	
Senior	\$119.00	/hour	
VIII	\$111.00	/hour	
VII	\$103.00	/hour	
VI	\$92.00	/hour	
V	\$82.00	/hour	
IV	\$76.00	/hour	
III	\$64.00	/hour	
II	\$56.00	/hour	
I	\$48.00	/hour	
Administrative			
II	\$64.00	/hour	
I	\$52.00	/hour	
Reimbursables			
Mileage	Current IRS standard rate		
Outside Services	As Invoiced		

LEGEND:

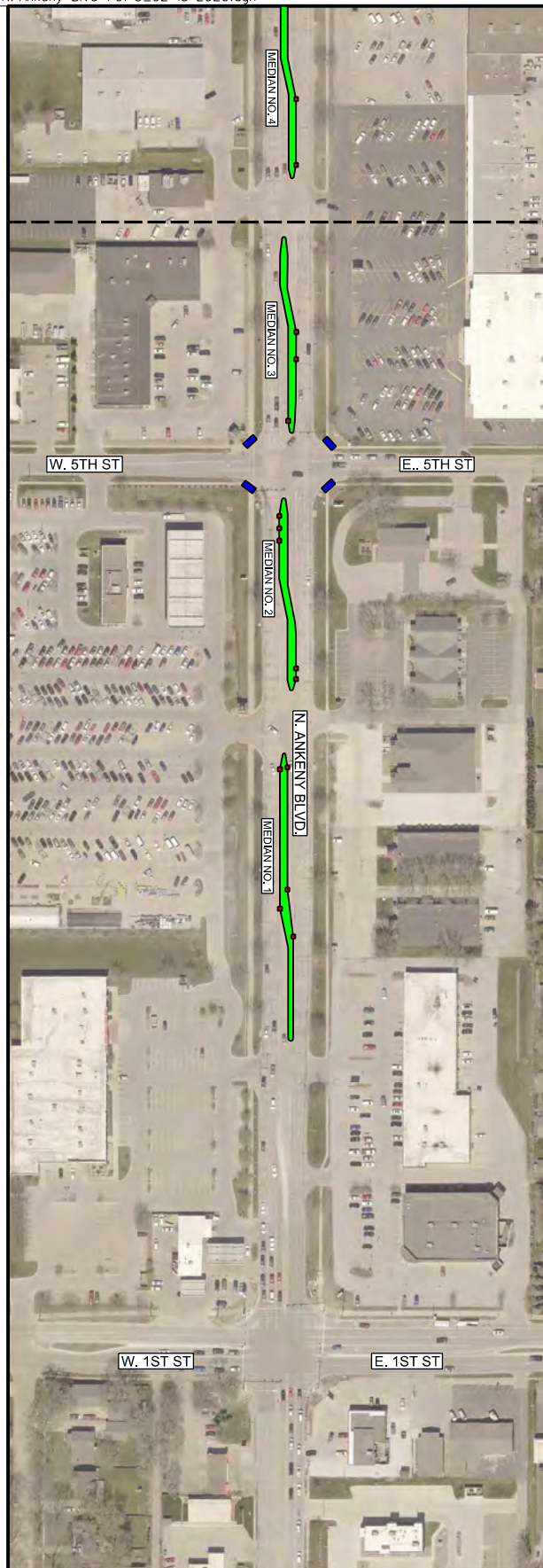
LANDSCAPE CORRIDOR RENOVATIONS:

- MEDIAN - (1)
- INTERSECTION - (1) (2)

(1) - INCLUDES IRRIGATION

(2) - INCLUDES PEDESTRIAN
SIGNAL MODIFICATION

- POTENTIAL CURB REPLACEMENT



MATCH LINE



LEGEND:

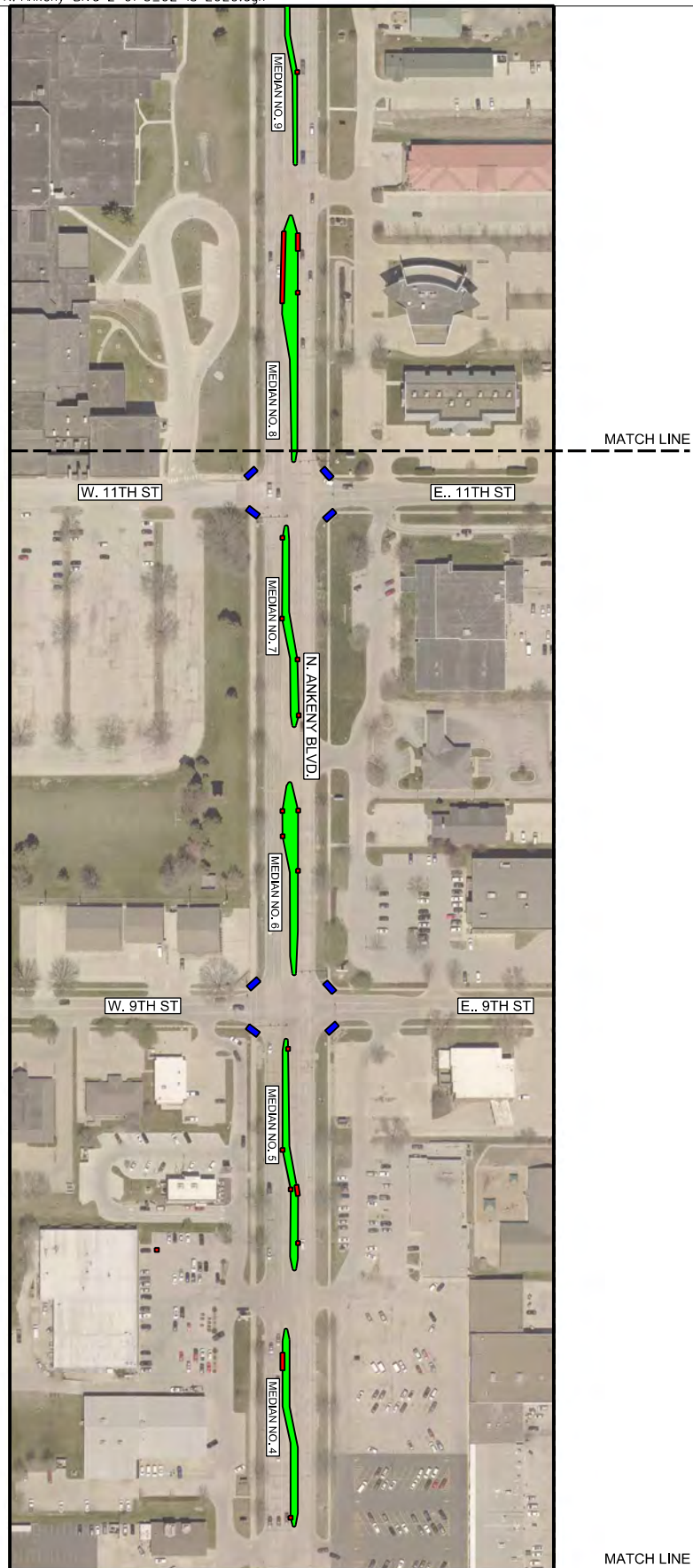
LANDSCAPE CORRIDOR RENOVATIONS:

- MEDIAN - (1)
- INTERSECTION - (1) (2)

(1) - INCLUDES IRRIGATION

(2) - INCLUDES PEDESTRIAN
SIGNAL MODIFICATION

- POTENTIAL CURB REPLACEMENT



LEGEND:

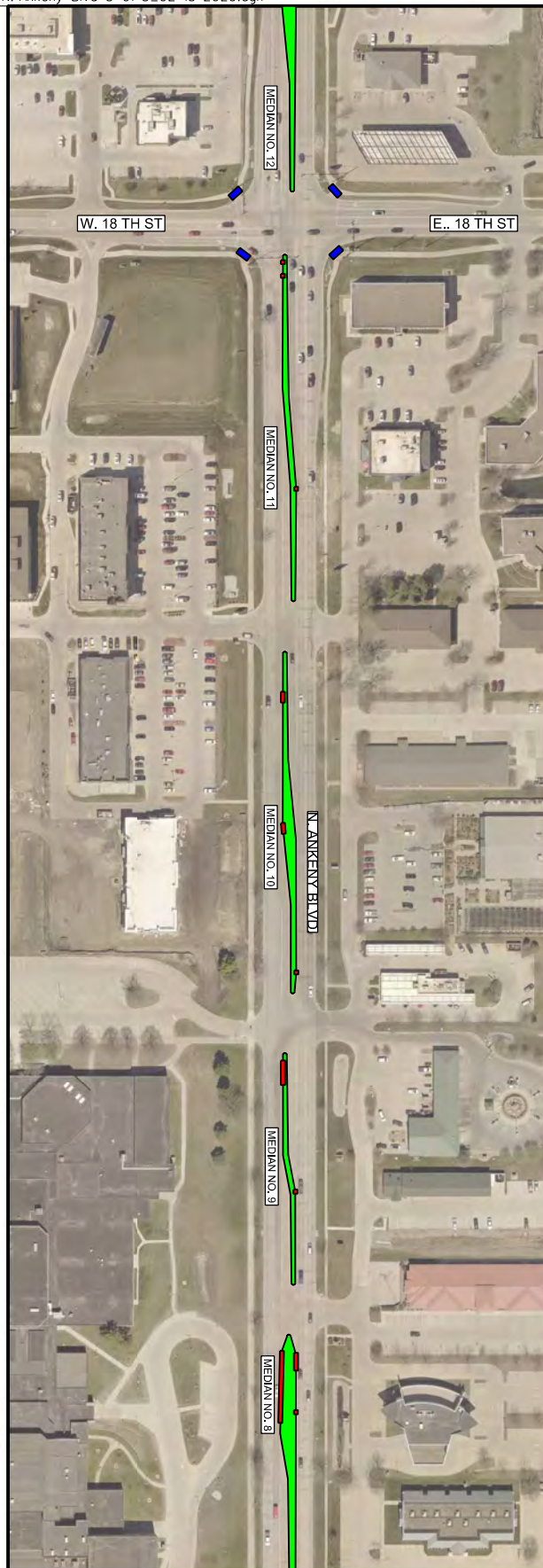
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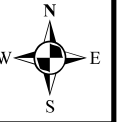
- MEDIAN - (1)
- INTERSECTION - (1) (2)

(1) - INCLUDES IRRIGATION

(2) - INCLUDES PEDESTRIAN
SIGNAL MODIFICATION

- POTENTIAL CURB REPLACEMENT





2021 - N ANKENY BLVD LANDSCAPE, SIGNAL & FO UPGRADE
MAP IS FOR LOCATIONAL PURPOSES ONLY



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

 Print

??

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$64,100 with Snyder & Associates for construction engineering services for the NW 36th Street & NW State Street Interim Improvements.

EXECUTIVE SUMMARY:

The scope of the engineering services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement. Copies of the original Professional Services Agreement, approved April 5, 2021, and Amendment No. 1, approved October 4, 2021, are also attached for reference.

The fee for the additional engineering services is \$64,100. The additional services include construction observation and administration. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to \$169,050.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Snyder & Associates in the amount of \$64,100 for the NW 36th Street & NW State Street Interim Improvements.

FISCAL IMPACT: ??No

This project is included in the City's 2022 - 2026 Capital Improvements Program for construction in 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Snyder & Associates in the amount of \$64,100 for the NW 36th Street & NW State Street Interim Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

At the February 21, 2022 regular meeting, City Council awarded the construction contract for NW 36th Street & NW State Street Interim Improvements to Con-Struct, Inc. of Ames, Iowa.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #2
 Professional Agreement
 Amendment #1
 Location Map

AMENDMENT NO. 2
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

This Amendment entered into this 21st day of March 2022 to the Professional Services Agreement dated April 5, 2021, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc. hereinafter referred to as the “PROFESSIONAL”.

This Amendment is associated with additional Professional Services associated with the addition of construction services for the NW 36th Street and NW State Street Interim Improvements, hereinafter referred to as the “PROJECT”.

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

I. SCOPE OF SERVICES, replace the following paragraphs:

D. ADDITIONAL SERVICES

4. OPINION OF VALUATION

The PROFESSIONAL will provide an appraisal by a licensed commercial appraiser to establish the opinion of valuation for fee title, permanent easement, and temporary construction easement for all parcels with permanent acquisitions. One (1) appraisal of acquisition value is anticipated to be provided. Appraisal is required over the broker opinion of valuation due to the increase in size of the acquisitions and the overall anticipated value of the acquisition.

I. SCOPE OF SERVICES, add the following paragraphs:

C. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

- a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the CLIENT, Contractor, and utility companies to review the PROJECT requirements, details of construction, submittal requirements, and work schedule prior to construction.
- b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the construction contract.

- c. The PROFESSIONAL shall prepare partial payment applications and change orders and make recommendations to the CLIENT for their acceptance.
- d. The PROFESSIONAL shall notify the CLIENT of any observed work, which does not conform to the construction contract, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the Contractor.
- e. The PROFESSIONAL shall lead up to nine (9) weekly construction meetings and prepare meeting minutes for the CLIENT.
- f. The PROFESSIONAL shall review the PROJECT to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the CLIENT.
- g. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the PROFESSIONAL will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule (Exhibit C).

2. TRAFFIC SIGNAL AND FIBER OPTIC CONSTRUCTION ADMINISTRATION

- a. Attend a preconstruction conference for the project with the CLIENT, Contractor, and utility companies to discuss PROJECT requirements, construction details, potential conflicts, and work schedule.
- b. Review traffic signal and fiber optic shop drawings and submittals for compliance with the PROJECT'S Contract Documents.
- c. Respond to CLIENT or Contractor questions regarding the traffic signal and fiber optic installation. Prepare change orders, as needed.
- d. Perform not more than four (4) field visits during construction to observe traffic signal and fiber optic construction and assist in resolving any construction issues.
- e. Attend initial turn-on of the traffic signal installation and assist with timing adjustments, as needed.
- f. Review fiber optic OTDR test reports for compliance with specifications.

- g. Conduct an on-site review of the completed traffic signal and fiber optic installation prior to final acceptance of the PROJECT.
- h. Prepare Record Drawings showing known changes to the traffic signal and fiber optic installation during construction.

3. CONSTRUCTION STAKING

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

- a. PROJECT site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the Contractor for machine control).
- b. Existing pavement removals and construction easement limits (100' intervals and points of deflection).
- c. Storm sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
- d. Water main pipe, water main critical crossings (if required), and structure adjustments (centerline pipe, top of pipe elevations, and hydrant structure offsets).
- e. Traffic signal poles, hand holes, and cabinets, including fiber optic handholes and cabinets (center locations with offsets and elevations).
- f. Roadway and turn lane pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
- g. Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevations).
- h. Roadway sidewalk/trail pavement (paving hubs staked on 50' intervals, offsets to a single edge with elevations).

- i. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge, and corner offsets with elevations).
- j. Electrical (center light pole bases with offset).

4. CONSTRUCTION OBSERVATION

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

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

- g. The PROFESSIONAL shall spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The PROFESSIONAL shall observe all moisture and density tests and proofrolls.
- h. The PROFESSIONAL shall provide periodic observation for the construction of storm sewer installation. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe, and document all required testing including video inspection review.
- i. The PROFESSIONAL shall provide periodic observation for the construction of water main. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe, and document all required testing.
- j. The PROFESSIONAL shall be on-site full time during paving operations. Air tests and compressive strength test cylinders will be required to be completed by an independent testing laboratory provided by the Contractor. Testing shall be overseen by the PROFESSIONAL.
- k. If directed to do so by the CLIENT, the PROFESSIONAL shall mark locations for and observe the cutting of all thickness cores, to be cut by others.
- l. The PROFESSIONAL shall periodically observe sawing and sealing of joints.
- m. The PROFESSIONAL shall periodically observe all surface restoration.
- n. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.

5. RECORD DRAWINGS

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

- a. Underground utility location data from construction phase, including but not limited to water main fittings (bends, tees, crosses, reducers) and signal and fiber optic conduits.
- b. Storm, subdrain, and water main above ground structure location data.

- c. Traffic signal pole, cabinet, and handhole location data.
- d. Fiber optic handhole and conduit location data.
- e. Record Drawing deliverables per the CLIENT submittal requirements.
- f. Pedestrian ramp as-built forms using the CLIENT's template.

6. MONUMENT PRESERVATION

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

II. WORK SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. Construction Schedule is based on six-day work week. The milestone schedule is:

Replace with the following Section:

General Schedule for Preliminary and Final Design Agreement Items:

	<u>Revised Date</u> <u>(Amendment 1)</u>	<u>Revised Date</u> <u>(Amendment 2)</u>
Notice to Proceed		
Preliminary Design	April – June 2021	
Right Turn Lane Preliminary Design	September 24, 2021	
Check Plan Preparation	October 15, 2021	
Final Plan Preparation	November 19, 2021	
Bid Letting	January 12, 2022	February 15, 2022
Construction	May – July 2022	June 2 – August 2022
Project Close Out		September 2022

III. COMPENSATION AND TERMS OF PAYMENT

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

BASE AGREEMENT PLUS AMENDMENTS 1 AND 2

A. BASIC ENGINEERING SERVICES

	BASE	AMEND # 1	AMEND #2	TOTAL
1. Project Administration and Coordination	\$ 10,500	\$ 2,000		\$ 12,500
2. Topographic Survey and Base Drawings	\$ 8,600			\$ 8,600
3. Boundary Survey	\$ 3,200			\$ 3,200
4. Preliminary Design and Plans	\$ 16,800			\$ 16,800
5. Final Design and Plans	\$ 15,800	\$ 16,900		\$ 32,700
6. Traffic Signal Design and Plans	\$ 10,900	\$ 3,500		\$ 14,400
7. Utility Verification Test Holes (x6)	\$ 6,000	\$ 800		\$ 6,800
8. Bid Period Assistance	\$ 3,100			\$ 3,100
TOTAL	\$ 74,900	\$ 23,200		\$ 98,100

B. ADDITIONAL SERVICES

	BASE	AMEND # 1	AMEND #2	TOTAL
1. Acquisition Plats	\$ 0	\$ 2,000		\$ 2,000
2. Temporary Easement Documents and Temporary Right-of-Entry Documents	\$ 0	\$ 1,000		\$ 1,000
3. Title Report	\$ 0	\$ 450		\$ 450
4. Appraisal	\$ 0	\$ 500	\$ 1,700	\$ 2,200
5. Right-of-Way Services	\$ 0	\$ 2,900		\$ 2,900
TOTAL	\$ 0	\$ 6,850	\$ 1,700	\$ 8,550

C. CONSTRUCTION SERVICES

	BASE	AMEND # 1	AMEND #2	TOTAL
1. Construction Administration	\$ 0	\$ 0	\$ 13,300	\$ 13,300
2. Traffic Signal and Fiber Optic Construction Administration	\$ 0	\$ 0	\$ 11,000	\$ 11,000
3. Construction Staking	\$ 0	\$ 0	\$ 10,000	\$ 10,000
4. Construction Observation	\$ 0	\$ 0	\$ 23,300	\$ 23,300
5. Record Drawings	\$ 0	\$ 0	\$ 3,300	\$ 3,300
6. Monument Preservation			\$ 1,500	\$ 1,500
TOTAL	\$ 0	\$ 0	\$ 62,400	\$ 62,400
TOTAL BASE AGREEMENT				\$ 74,900
TOTAL AMENDMENT 1				\$ 30,050
TOTAL AMENDMENT 2				\$ 64,100
TOTAL AGREEMENT				\$169,050

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

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this ____ day of _____, 2022.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

Mandy Hanson, Records Clerk

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

Dawn M. Breiden

By *Donald P. Manner* _____

EXHIBIT C
SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$229.00	/hour
Principal I	\$217.00	/hour
Senior	\$198.00	/hour
VIII	\$181.00	/hour
VII	\$172.00	/hour
VI	\$163.00	/hour
V	\$152.00	/hour
IV	\$141.00	/hour
III	\$129.00	/hour
II	\$116.00	/hour
I	\$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$138.00	/hour
Senior	\$132.00	/hour
VIII	\$123.00	/hour
VII	\$113.00	/hour
VI	\$102.00	/hour
V	\$92.00	/hour
IV	\$83.00	/hour
III	\$75.00	/hour
II	\$69.00	/hour
I	\$60.00	/hour
Administrative		
II	\$71.00	/hour
I	\$58.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 5th day of April, 2021, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
City of Ankeny, Iowa

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: NW 36th Street and NW State Street Interim Improvements
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
- 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
- 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

17.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

- 18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.
19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.
20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).
21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services

Exhibit C Standard Fee Schedule

Exhibit B Insurance Requirements

Exhibit D Location Map

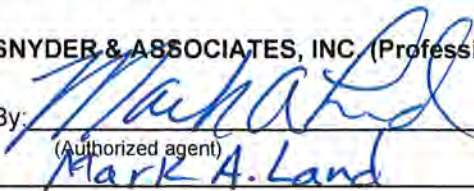
contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By:  _____
(Authorized agent)

(Printed or typed signature)

Mark A. Land
(Printed or typed signature)

Route executed copy to: JWH

EXHIBIT A – SCOPE OF SERVICES

NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

I. SCOPE OF WORK

A. GENERAL

The overall construction PROJECT is described below.

1. The PROJECT includes the widening of NW 36th Street to include a westbound left turn lane at the NW State Street intersection and a temporary span-wire traffic signal installation with pedestrian crossings. The PROJECT is considered an interim improvement until the NW 36th Street corridor is widened to a four-lane divided arterial street and a permanent traffic signal is installed at the intersection.
2. The PROJECT includes utilizing the existing storm sewer installed with a previous project. This PROJECT may include installing storm sewer intakes on the new north curb and extending the existing storm pipe cross runs.
3. Water main and sanitary sewer work is not anticipated on this PROJECT.
4. The PROJECT includes verifying the existing curb ramps on the south side of the intersection comply with ADA requirements and proposed pedestrian pushbutton locations. If the curb ramps are not in compliance then these will be replaced with the PROJECT. The existing recreation trail on the south side and sidewalk on the north side of NW 36th Street shall otherwise be protected.

The PROFESSIONAL shall provide Professional Services as described below.

1. The PROFESSIONAL will complete topographic and boundary survey for the PROJECT along NW 36th Street from approximately 800-feet west of NW State Street to approximately 800-feet east of NW 34th Street. The PROFESSIONAL shall coordinate with Iowa One Call and that private utility companies locate their facilities along the corridor.
2. The PROFESSIONAL shall perform the final design and prepare plans based on the preliminary design and plans approved by the CLIENT.
3. The PROFESSIONAL shall coordinate the construction staging for the PROJECT with the adjacent project: NW 36th Street Widening – NW Ash Drive to N. Ankeny Boulevard.

4. The PROFESSIONAL shall design, prepare plans, contract documents, specifications, and perform bid phase assistance, as defined in Article I.B.
5. The construction services for the PROJECT will be completed under a separate Agreement.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering and coordination with the CLIENT and utility companies, as needed.
- d. Two meetings with the CLIENT to review the project plans, construction staging, signal improvements, utility coordination, and project schedule.
- e. Utility coordination. Includes meetings with the utility company representatives during the preliminary and final design phases to identify conflicts, review of utility relocation plans prepared by the utility companies, and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the PROJECT construction.
- f. Draft a Project Information Letter and prepare a Project Exhibit. The CLIENT will mail the letter and exhibit to property owners. The PROFESSIONAL will assist the CLIENT in responding to questions from the property owners. No Project Information Meeting is anticipated for the PROJECT.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

The PROFESSIONAL shall provide topographic and utility survey for the proposed improvements. This service includes:

- a. Horizontal Datum will be provided using Iowa State Plane.
- b. Vertical Datum will be provided using NAVD 88.

- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.
- f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. The field survey will include everything within the NW 36th Street right-of-way from approximately 800-feet west of NW State Street to approximately 800-feet east of NW 34th Street. Additional survey will include NW State Street to approximately 200-feet south of NW 36th Street.
- h. Location of trees six (6) inches and greater caliper not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.
- i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level “C” Subsurface Utility Engineering survey as outlined below.

Quality Level “C” involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

The PROFESSIONAL will contact the CLIENT if a known utility is not being located. The CLIENT may choose to submit a “dig” ticket request to facilitate the utility locates within the required 72 hours. The PROFESSIONAL will contact the CLIENT prior to commencing the survey to determine if the “dig” ticket request should be submitted at an earlier date.

- j. The PROFESSIONAL will measure elevations above ground level of utility lines through the intersection where in potential conflict with new signal mast arms.
- k. Prior to performing topographic survey of the PROJECT, the PROFESSIONAL shall provide a Notice of Intent letter to the property owners with properties located along the corridor. This letter will provide information on the PROJECT and what to expect and do for the upcoming survey. Additionally, the letter will request property owners to locate their irrigation heads along the edges of their property to be staked. The CLIENT will approve the letter prior to mailing it onto the property owners.

3. BOUNDARY SURVEY

Right-Of-Way Verification – The PROFESSIONAL shall establish the existing right-of-way lines to facilitate future design or concept needs and enable creation of said construction documents. This service includes researching the public records in the county courthouse to acquire the current recorded deeds, subdivision plats, recorded surveys and section corner certificates; perform a field survey locating existing monuments and the best available evidence needed to re-establish the record boundary lines; graphically show the boundary on the construction documents.

4. PRELIMINARY DESIGN AND PLANS

The PROFESSIONAL shall perform preliminary design work necessary to further define the project scope and order of magnitude construction costs for the PROJECT. Preliminary design and plan preparation to include:

- a. Preliminary plan and profiles for the pavement widening of NW 36th Street.

- b. ADA sidewalk alignments and curb ramp replacements (vertical design and tabulations to be performed during final design).
- c. Preliminary staging plan. The PROJECT will be staged to maintain one lane of traffic in each direction on NW 36th Street. A single lane closure with a temporary detour route may be allowed between NW State Street and NW 34th Street during pavement removals and pavement installations.
- d. Preliminary signal layout.
- e. Typical sections, cross sections at 25' intervals, and general notes.
- f. Right-of-way and temporary construction easement layouts.
- g. Depict where relocations are needed by private utility companies.
- h. One meeting with the CLIENT to review preliminary design comments received from the CLIENT.
- i. Engineer's Opinion of Probable Construction Costs for the PROJECT.

5. FINAL DESIGN AND PLANS

- a. Upon receipt of preliminary plan review comments from the CLIENT, the PROFESSIONAL shall prepare construction documents for the PROJECT to include the following information:
 - i. Title sheet, general project notes, and typical sections and details (A & B Sheets).
 - ii. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).
 - iii. Roadway plan and profile sheets with horizontal and vertical profiles, construction limits, and minimal storm sewer improvements (D & E Sheets).
 - iv. Removal sheets (F-Sheets).
 - v. Survey staking, benchmark information, survey control, and alignment data (G-Sheets).
 - vi. Existing and proposed right-of-way information (H-Sheets).

- vii. Staging and traffic control plans, details, and notes (J-Sheets).
 - viii. Horizontal and vertical geometry and jointing information for the proposed roadway improvements (L-Sheets).
 - ix. Traffic signal and interconnect plans (N-Sheets).
 - x. Pavement marking and signage sheets (PM-Sheets).
 - xi. Storm water pollution prevention plan (R-Sheets).
 - xii. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).
 - xiii. Earthwork tabulation sheets (T-Sheets).
 - xiv. Mainline and side road cross-sections (W & X Sheets).
- b. The PROFESSIONAL will prepare and apply for any necessary permits required for the construction of the PROJECT. Only an NPDES permit is anticipated.
 - c. The PROFESSIONAL will submit a Check Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 10% construction contingency.
 - d. The PROFESSIONAL will submit Bid Documents including standard City of Ankeny front end documents to the CLIENT. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with no construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry.

6. TRAFFIC SIGNAL DESIGN AND PLANS

- a. Utilize project base mapping and proposed intersection layout to prepare traffic signal plans for a span-wire traffic signal installation at the intersection of NW 36th Street and NW State Street. The traffic signal installation is expected to include pedestrian traffic signals and pushbuttons (APS). Fiber optic interconnect to the NW State Street and NW 18th Street intersection is planned using existing conduit and handholes along the NW State Street median.

- b. Prepare preliminary traffic signal layout to be included in the preliminary plan submittal for the project.
- c. Prepare traffic signal check plans and provide to the Client. Check plans are anticipated to include the following:
 - i. Signal Notes and Estimated Quantities
 - ii. Signal Layout
 - iii. Signal Wiring and Phasing
 - iv. Signal Details
 - v. Fiber Optic Interconnect Notes and Details
- d. Prepare cost opinion for proposed traffic signal improvements.
- e. Complete final plans, based on Client comments received.

7. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed traffic signal poles. This includes an estimated six (6) utility test holes.

8. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

- a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN.
- b. Advertising. The PROFESSIONAL shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.
- c. Bidding. The PROFESSIONAL shall attend the meetings at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

C. CONSTRUCTION SERVICES

Construction services will be added by a separate Amendment.

II. WORK SCHEDULE

This PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

General Schedule for Preliminary and Final Design Agreement Items:

Notice to Proceed	April 5, 2021
Preliminary Design	April – June 2021
Check Plan Design	June – August 2021
Final Plan Design	August – October 2021
Bid Letting	January 12, 2022
Construction	May – July 2022

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

1.	Project Administration and Coordination	\$	10,500
2.	Topographic Survey and Base Drawings	\$	8,600
3.	Boundary Survey	\$	3,200
4.	Preliminary Design and Plans	\$	16,800
5.	Final Design and Plans	\$	15,800
6.	Traffic Signal Design and Plans	\$	10,900
7.	Utility Verification Test Holes (x6)	\$	6,000
8.	Bid Period Assistance	\$	3,100
	TOTAL	\$	74,900

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. The Professional _____ 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 B

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

Exhibit B

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Exhibit B

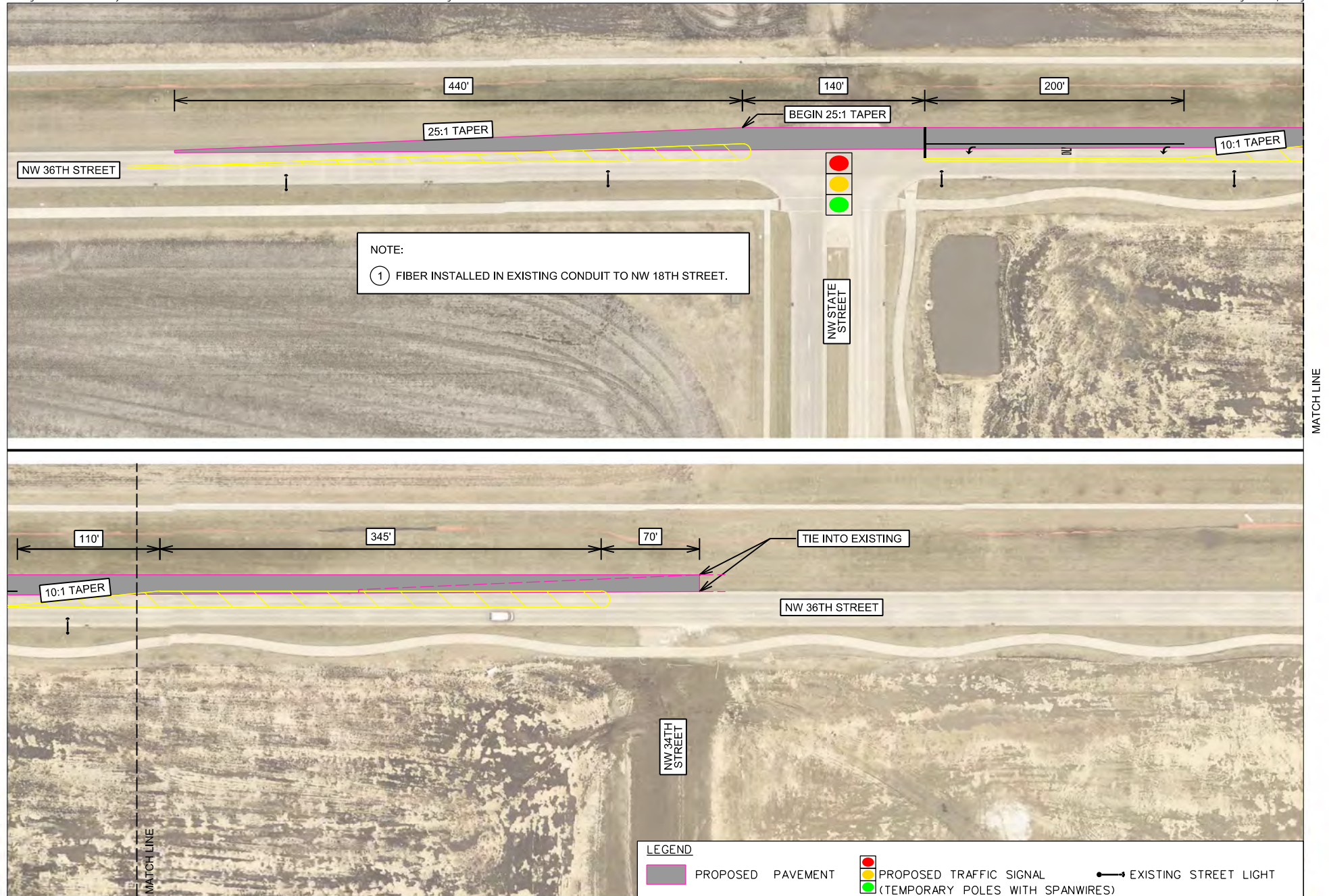
Preservation of Governmental Immunities Endorsement

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

Exhibit "C"

SNYDER & ASSOCIATES, INC.
2021-22
STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II		\$220.00	/hour
Principal I		\$209.00	/hour
Senior		\$190.00	/hour
VIII		\$174.00	/hour
VII		\$165.00	/hour
VI		\$157.00	/hour
V		\$146.00	/hour
IV		\$136.00	/hour
III		\$124.00	/hour
II		\$112.00	/hour
I		\$99.00	/hour
Technical			
CADD, Survey, Construction Observation			
Lead		\$133.00	/hour
Senior		\$127.00	/hour
VIII		\$118.00	/hour
VII		\$109.00	/hour
VI		\$98.00	/hour
V		\$88.00	/hour
IV		\$80.00	/hour
III		\$72.00	/hour
II		\$66.00	/hour
I		\$58.00	/hour
Administrative			
II		\$68.00	/hour
I		\$56.00	/hour
Reimbursables			
Mileage		current IRS standard rate	
Outside Services		As Invoiced	



AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

This Amendment entered into this 4th day of October, 2021 to the Professional Services Agreement dated April 5, 2021, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc. hereinafter referred to as the “PROFESSIONAL”.

This Amendment is associated with additional Professional Services associated with the addition of the eastbound right turn lane on NW 36th Street and NW State Street, for the NW 36th Street and NW State Street Interim Improvements, hereinafter referred to as the “PROJECT”.

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

I. SCOPE OF SERVICES, add the following Subsections:

A. GENERAL

Add the following paragraphs:

5. The PROJECT includes the addition of an eastbound right turn lane on NW 36th Street at NW State Street. This includes permanent pavement, subdrain, street light relocation, storm sewer modification, and related sidewalk improvements.
6. The PROJECT includes platting and right-of-way acquisition services for improvements related to the eastbound right turn lane. The PROJECT includes right-of-entry documents for other parcels.
7. The PROJECT includes accommodation of minor north leg access improvements for existing field entrance.
8. The PROJECT includes re-work of completed design progress in the turn lane area and additional utility coordination.

B. BASIC ENGINEERING SERVICES

4. PRELIMINARY DESIGN AND PLANS

- j. Prepare preliminary plan submittal for CLIENT review to include all components of above items (a. – i.) for the NW 36th Street right turn lane. Cost Opinion to be prepared at concept level.

7. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide additional survey coordination for utility test holes necessary for right turn lane.

D. ADDITIONAL SERVICES

1. ACQUISITION PLATS

The PROFESSIONAL shall prepare acquisition plats for fee title and permanent easements anticipated on one (1) parcel.

2. TEMPORARY CONSTRUCTION EASEMENT AND TEMPORARY RIGHT OF ENTRY

The PROFESSIONAL shall prepare Temporary Construction Easement Exhibit and legal description for one (1) parcel. The PROFESSIONAL shall prepare Temporary Right-of-Entry documents for three (3) parcels. The CLIENT will perform acquisition services for the temporary rights of entry.

3. TITLE REPORT

The PROFESSIONAL shall provide a title report for all parcels with a permanent acquisition. One (1) title report is anticipated.

4. BROKER OPINION OF VALUATION

The PROFESSIONAL will provide a broker opinion of valuation for fee title, permanent easement and temporary construction easement for all parcels with permanent acquisitions. One (1) opinion of acquisition value is anticipated to be provided.

5. RIGHT-OF-WAY SERVICES

The PROFESSIONAL will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the PROJECT. Mary Ann Carnock is an employee of PROFESSIONAL, and is a State of Iowa licensed real estate sales person with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of PROFESSIONAL. Mary Ann Carnock will be designated as “Appointed Agent” and will represent the CLIENT in a “Buyer Exclusive Agency” capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for the PROJECT. CLIENT shall also be a CLIENT of Appointed Agent.

CLIENT does hereby request Appointed Agent to select, prepare, and complete form documents for use incident as to a residential real estate transaction of four units or less, as provided by CLIENT. Such documents shall be limited to: (1) purchase offers or purchase agreements, provided the parties are given written notice that these are binding legal documents and competent legal advice should be sought before signing; (2) groundwater hazard statements; and (3) declaration of value forms.

CLIENT and PROFESSIONAL acknowledge and agree that the Appointed Agent is required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents’ conduct, responsibilities, and duties. Said statutes, rules, and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

IN REGARDS TO ACQUISITIONS, PROFESSIONAL WILL:

- a. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT.
- b. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements.
- c. Prepare legal descriptions and acquisition plats for each permanent easement and/or fee title acquisition.

- d. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review, and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims.
- e. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
- f. Make a good faith effort to acquire the necessary property within 90 days after an initial meeting with the property owner. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the PROFESSIONAL, negotiations have reached an impasse.
- g. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the PROFESSIONAL will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The PROFESSIONAL, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.
- h. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.

CLIENT'S RESPONSIBILITIES

CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

- a. Provide all government approvals that may be necessary to complete the Work and/or PROJECT.
- b. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review, and approve any and all legal documents prepared by PROFESSIONAL.
- c. Make interim and final decisions utilizing information supplied by PROFESSIONAL.
- d. Process Council Roll Calls/Requisitions.
- e. Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

Replace the following Section:

II. WORK SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Replace with the following Section:

General Schedule for Preliminary and Final Design Agreement Items:

	<u>Original Date</u>	<u>Revised Date (Amend 1)</u>
Notice to Proceed	April 5, 2021	
Preliminary Design	April – June 2021	
Right Turn Lane Preliminary Design		Sep. 21 – Sep. 24, 2021
Check Plan Preparation	June – August 2021	July – Oct. 15, 2021
Final Plan Preparation	August – Oct 2021	Oct. 15 – Nov. 19, 2021
Bid Letting	January 12, 2022	January 12, 2022
Construction	May – July 2022	May – July 2022

III. COMPENSATION AND TERMS OF PAYMENT

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

BASE AGREEMENT PLUS AMENDMENT 1

A. BASIC ENGINEERING SERVICES

	BASE	AMEND # 1	TOTAL
1. Project Administration and Coordination	\$10,500	2,000	\$12,500
2. Topographic Survey and Base Drawings	\$8,600		\$8,600
3. Boundary Survey	\$3,200		\$3,200
4. Preliminary Design and Plans	\$16,800		\$16,800
5. Final Design and Plans	\$15,800	\$16,900	\$32,700
6. Traffic Signal Design and Plans	\$10,900	\$3,500	\$14,400
7. Utility Verification Test Holes (x6)	\$6,000	\$800	\$6,800
8. Bid Period Assistance	\$3,100		\$3,100
TOTAL	\$74,900	\$23,200	\$98,100

B. ADDITIONAL SERVICES

	BASE	AMEND # 1	TOTAL
1. Acquisition Plats	\$0	\$2,000	\$2,000
2. Temporary Easement Documents and Temporary Right-of-Entry Documents	\$0	\$1,000	\$1,000
3. Title Report	\$0	\$450	\$450
4. Broker Opinion (Valuation)	\$0	\$500	\$500
5. Right-of-Way Services	\$0	\$2,900	\$2,900
TOTAL	\$0	\$6,850	\$6,850

TOTAL BASE AGREEMENT	\$74,900
TOTAL AMENDMENT 1	\$30,050
TOTAL AGREEMENT	\$104,950

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

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this ____ day of _____, 2021.

ATTEST:

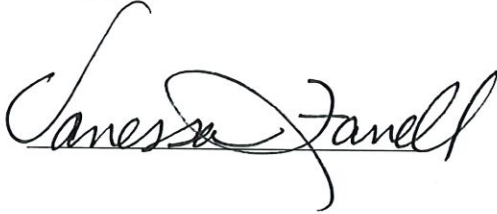
CITY OF ANKENY, POLK COUNTY, IOWA

Denise Hoy
City Clerk, City of Ankeny

By _____
Gary Lorenz, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.



Janessa Fandel

By 



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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 \$200,981.52 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition 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: Wastewater Plant Partial Demolition (2021)
Contractor: Con-Struct, Inc.
Address: 305 S. Dayton Ave. Ames, IA 50010
Finance Budget Code: 632.3632.4405 Finance Project #: 632.4405
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: October 18, 2021 Vendor #: 6379

Date of Council Meeting: March 21, 2022 PAYMENT REQUEST # 3
PAYMENT PERIOD: From: February 1, 2022 Through: March 4, 2022

Contract Summary

Original Contract Amount:	\$	379,000.00	
Net change by Change Orders:	\$	(10,940.50)	
Contract Amount to Date: (line 1 ± 2)	\$	368,059.50	
Total completed and stored to date:	\$	365,059.50	
Retainage: <u>5</u> % of Completed Work:	\$	18,252.97	
Total Earned less Retainage:	\$	346,806.52	
Less previous applications for payment:	\$	145,825.00	
SUBTOTAL	\$	200,981.52	

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 200,981.52

Balance to finish, including retainage: \$ 21,252.98

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: Con-Struct, Inc.
Firm Name
Signature: [Signature] Date: 3/10/2022

Engineer / Consultant Approval: FOX Strand, Inc.
Firm Name
Signature: [Signature] Date: 3/10/2022

City of Ankeny Staff Approval: Donald Clark
Signature: [Signature] Date: 3/10/22

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

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
1	Clearing and Grubbing	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.0000	\$ -	1.0000	1.00	\$ 2,000.00	0.00	100.00%
2	Erosion Control	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.2000	\$ 1,000.00	0.2000	0.40	\$ 2,000.00	0.60	40.00%
3	Excavation and Backfill	LS	1.00		1.00	\$ 70,000.00	\$ 70,000.00	0.4286	\$ 30,000.00	0.57143	1.00	\$ 70,000.00	0.00	100.00%
4	Mobilization	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.3000	\$ 1,500.00	0.7000	1.00	\$ 5,000.00	0.00	100.00%
5	Flammable Fill	LS	1.00		1.00	\$ 17,000.00	\$ 17,000.00	0.0000	\$ -	1.0000	1.00	\$ 17,000.00	0.00	100.00%
6	Removal of Pavements	LS	1.00		1.00	\$ 6,000.00	\$ 6,000.00	1.0000	\$ 6,000.00		1.00	\$ 6,000.00	0.00	100.00%
7	Removal of Structures	LS	1.00		1.00	\$ 140,000.00	\$ 140,000.00	0.3571	\$ 50,000.00	0.6429	1.00	\$ 140,000.00	(0.00)	100.00%
8	Granular Surfacing	LS	1.00		1.00	\$ 9,000.00	\$ 9,000.00	1.0000	\$ 9,000.00		1.00	\$ 9,000.00	0.00	100.00%
9	Topsoil	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.0000	\$ 5,000.00		1.00	\$ 5,000.00	0.00	100.00%
10	Import of Structural Fill for AB 3	CY	4,800.00		4,800.00	\$ 25.00	\$ 120,000.00	4,800.0000	\$ 120,000.00		4,800.00	\$ 120,000.00	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
	CHANGE ORDER ITEMS													
1.00	Additional Demo Work	LS	1.00		1.00	\$ 4,059.50	\$ 4,059.50	1.00	\$ 4,059.50		1.00	\$ 4,059.50	0.00	100.00%
2.00	Site Work Scope Changes	LS	1.00		1.00	\$ (15,000.00)	\$ (15,000.00)	1.00	\$ (15,000.00)		1.00	\$ (15,000.00)	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 368,059.50 PAY PERIOD = \$ 211,559.50

COMPLETED = \$ 365,059.50

99.18%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 31, 2021	\$ 37,525.00
2	January 28, 2022	\$ 108,300.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 145,825.00

Record of Change Orders

No.	Date	Amount
1	February 7, 2022	\$ 4,059.50
2	March 21, 2022	\$ (15,000.00)
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CHANGE ORDER TOTAL = \$ (10,940.50)

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



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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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 Payment #7 in the amount of \$61,186.51 to Cramer & Associates, Inc., for construction 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 #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Trail Extension - SE Magazine Road to SE Oralabor Road
Contractor: Cramer & Associates, Inc.
Address: 3100 SW Brookside Drive, Grimes, IA 50111-4977
Finance Budget Code: 938.2938.4459 **Finance Project #** 938.4459
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: July 6, 2021 **Vendor #** 8408

Date of Council Meeting: March 21, 2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: February 1, 2022 Through: February 28, 2022

Contract Summary

Original Contract Amount:	\$	3,044,526.55	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	3,044,526.55	
Total completed and stored to date:	\$	894,322.01	
Retainage: 3 % of Completed Work:	\$	26,829.66	Max 3% of \$1,000,000 or \$30,000
Total Earned less Retainage:	\$	867,492.34	
Less previous applications for payment:	\$	806,305.83	
SUBTOTAL	\$		61,186.51

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ **61,186.51**

Balance to finish, including retainage: \$ 2,177,034.21

Contract Time Remaining (If applicable) 88.00 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: Cramer & Associates, Inc.
 Firm Name
 Signature: [Signature] Date: 3/4/22

Engineer / Consultant Approval: Snyder & Associates, Inc.
 Digitally signed by Andy Burke
 DN: C=US,
 E=aburke@snyder-associates.com,
 O="Snyder & Associates, Inc", CN=Andy Burke
 Reason: I have reviewed this document
 Date: 2022.03.04 10:21:40-06'00'
 Signature: [Signature] Date:

City of Ankeny Staff Approval:
 Signature: [Signature] Date: 3/8/2022

Submit to: Jim Haberichter, PE | Civil Engineer II
E-mail: JHaberichter@AnkenyIowa.gov **Phone:** (515) 963-3536 **Fax:** (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 20, 2021	\$ 29,051.50
2	October 18, 2021	\$ 213,276.71
3	November 15, 2021	\$ 97,548.05
4	December 20, 2021	\$ 160,802.82
5	January 17, 2022	\$ 176,184.01
6	February 21, 2022	\$ 129,442.74
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 806,305.83

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	August 25, 2012

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	0.0
Total Working Days:	130.0
Working Days Used to Date:	42.0
Working Days Remaining:	88.0

Full Completion

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

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 VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
10	2107-0620001 CLEARING AND GRUBBING	ACRE	5.20		5.20	\$ 9,000.00	\$ 46,800.00		\$ -	-5.94	\$ -4,560.00	0.26	95.00%
20	2102-0425070 SPECIAL BACKFILL	TON	131.10		131.10	\$ 35.00	\$ 4,588.50		\$ -	0.00	\$ -	131.10	0.00%
30	2102-2625001 EMBANKMENT IN PLACE, CONTRACTOR FURNISHED	CY	21,502.00		21,502.00	\$ 15.00	\$ 322,530.00		\$ -	21,463.96	\$ 321,959.40	438.04	99.00%
40	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,553.00		1,553.00	\$ 10.00	\$ 15,530.00		\$ -	0.00	\$ -	1,553.00	0.00%
50	2106-8425015 TOPSOIL, STRIP, SALVAGE, AND SPREAD	CY	2,449.00		2,449.00	\$ 6.00	\$ 14,694.00		\$ -	1,559.20	\$ 9,384.80	489.80	80.00%
60	2106-8425015 SPECIAL COMPACTION OF SUBGRADE	STA	1.10		1.10	\$ 1,800.00	\$ 1,980.00		\$ -	0.00	\$ -	1.10	0.00%
70	2110-8200000 CONSTRUCTION OF SOIL AGGREGATE SUBBASE	MILE	1.00		1.00	\$ 28,500.00	\$ 28,500.00		\$ -	0.00	\$ -	1.00	0.00%
80	2123-7450020 SHOULDER FINISHING, EARTH	STA	69.80		69.80	\$ 365.00	\$ 25,477.20		\$ -	0.00	\$ -	69.80	0.00%
90	2301-0685550 BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	70.70		70.70	\$ 166.00	\$ 11,736.20		\$ -	0.00	\$ -	70.70	0.00%
100	2301-1033080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	361.70		361.70	\$ 125.00	\$ 45,212.50		\$ -	0.00	\$ -	361.70	0.00%
110	2402-2720100 EXCAVATION, CLASS 20 FOR ROADWAY PIPE CULVERT	CY	4.00		4.00	\$ 15.00	\$ 60.00		\$ -	2.00	\$ 60.00	0.00	100.00%
120	2416-0100015 APRONS, CONCRETE, 15 IN. DIA.	EA	2.00		2.00	\$ 2,400.00	\$ 4,800.00		\$ -	2.00	\$ 4,800.00	0.00	100.00%
130	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	EA	3.00		3.00	\$ 3,500.00	\$ 10,500.00		\$ -	3.00	\$ 10,500.00	0.00	100.00%
140	2416-1500115 CULVERT, CONCRETE ENTRANCE PIPE, 15 IN. DIA.	LF	12.00		12.00	\$ 200.00	\$ 2,400.00		\$ -	11.00	\$ 2,200.00	1.00	91.67%
150	2435-0140148 MANHOLE, STORM SEWER, SW-401, 48 IN., MODIFIED	EA	1.00		1.00	\$ 7,500.00	\$ 7,500.00		\$ -	1.00	\$ 7,500.00	0.00	100.00%
160	2435-0140160 MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1.00		1.00	\$ 6,500.00	\$ 6,500.00		\$ -	1.00	\$ 6,500.00	0.00	100.00%
170	2502-8212408 SUBDRAIN, STANDARD, NON-PERFORATED, 8 IN., AS PER PLAN	LF	151.90		151.90	\$ 40.00	\$ 6,076.00		\$ -	0.00	\$ -	151.90	0.00%
180	2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	LF	336.00		336.00	\$ 85.00	\$ 28,560.00		\$ -	336.00	\$ 28,560.00	0.00	100.00%
190	2510-6745880 REMOVAL OF PAVEMENT	SY	361.70		361.70	\$ 12.00	\$ 4,340.40		\$ -	0.00	\$ -	361.70	0.00%
200	2510-6750500 REMOVAL OF INTAKES AND UTILITY ACCESSSES	EA	1.00		1.00	\$ 800.00	\$ 800.00		\$ -	1.00	\$ 800.00	0.00	100.00%
210	2511-0300000 REMOVAL OF RECREATIONAL TRAIL	SY	766.20		766.20	\$ 12.00	\$ 9,194.40		\$ -	766.20	\$ 9,194.40	0.00	100.00%
220	2511-0302500 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	SY	58.70		58.70	\$ 7.00	\$ 4,109.00		\$ -	0.00	\$ -	58.70	0.00%
230	2511-0303500 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	7,834.70		7,834.70	\$ 40.50	\$ 317,305.35		\$ -	0.00	\$ -	7,834.70	0.00%
240	2511-0310100 SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	19.70		19.70	\$ 475.00	\$ 9,357.50		\$ -	0.00	\$ -	19.70	0.00%
250	2511-7626005 SIDEWALK, P.C. CONCRETE, 5 IN.	SY	298.00		298.00	\$ 90.00	\$ 26,820.00		\$ -	0.00	\$ -	298.00	0.00%
260	2511-7628101 DETECTABLE WARNING, CAST IRON	SF	80.00		80.00	\$ 45.00	\$ 3,600.00		\$ -	0.00	\$ -	80.00	0.00%
270	2516-1001000 FENCE, CHAIN LINK, VINYL COATED, 48 IN. HEIGHT	LF	96.00		96.00	\$ 65.00	\$ 6,240.00		\$ -	0.00	\$ -	96.00	0.00%
280	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	EA	4.00		4.00	\$ 325.00	\$ 1,300.00		\$ -	0.00	\$ -	4.00	0.00%
290	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	LF	224.00		224.00	\$ 14.00	\$ 3,136.00		\$ -	0.00	\$ -	224.00	0.00%
300	2524-9325007 TYPE A SIGNS, SHEET ALUMINUM	SF	91.00		91.00	\$ 22.00	\$ 2,002.00		\$ -	0.00	\$ -	91.00	0.00%
310	2524-9325150 INSTALL TYPE A SIGN	EA	24.00		24.00	\$ 100.00	\$ 2,400.00		\$ -	0.00	\$ -	24.00	0.00%
320	2527-9263117 PAINTED PAVEMENT MARKINGS, DURABLE	STA	28.00		28.00	\$ 125.00	\$ 3,500.00		\$ -	0.00	\$ -	28.00	0.00%
330	2527-9263131 WHITE REFLECTIVE REMOVABLE TAPE MARKINGS	STA	22.20		22.20	\$ 150.00	\$ 3,330.00		\$ -	0.00	\$ -	22.20	0.00%
340	2527-9263143 PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	4.00		4.00	\$ 375.00	\$ 1,500.00		\$ -	0.00	\$ -	4.00	0.00%
350	2527-9263160 PAVEMENT MARKINGS REMOVED	STA	21.50		21.50	\$ 105.00	\$ 2,257.50		\$ -	0.00	\$ -	21.50	0.00%
360	2527-9263190 SYMBOLS AND LEGENDS REMOVED	EA	4.00		4.00	\$ 125.00	\$ 500.00		\$ -	0.00	\$ -	4.00	0.00%
370	2527-9270111 GROOVES CUT FOR PAVEMENT MARKINGS	EA	9.30		9.30	\$ 105.00	\$ 976.50		\$ -	0.00	\$ -	9.30	0.00%
380	2528-2518000 SAFETY CLOSURE	EA	6.00		6.00	\$ 200.00	\$ 1,200.00		\$ -	0.00	\$ -	6.00	0.00%
390	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	LF	341.00		341.00	\$ 25.00	\$ 8,525.00		\$ -	0.00	\$ -	341.00	0.00%
400	2528-8445110 TRAFFIC CONTROL	LS	1.00		1.00	\$ 14,000.00	\$ 14,000.00		\$ -	0.05	\$ 700.00	0.95	5.00%
410	2528-9109020 TEMPORARY LANE SEPARATOR SYSTEM	LF	608.00		608.00	\$ 18.00	\$ 10,944.00		\$ -	0.00	\$ -	608.00	0.00%
420	2528-9269050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	30.00		30.00	\$ 125.00	\$ 3,750.00		\$ -	0.00	\$ -	30.00	0.00%
430	2533-4960005 MOBILIZATION	LS	1.00		1.00	\$ 225,000.00	\$ 225,000.00		\$ -	0.50	\$ 112,500.00	0.50	50.00%
440	2551-0000110 TEMPORARY CRASH CUSHION	EA	1.00		1.00	\$ 1,100.00	\$ 1,100.00		\$ -	0.00	\$ -	1.00	0.00%
450	2552-0000300 TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	0.00	\$ -	1.00	0.00%
460	2554-0210020 VALVE BOX EXTENSION	EA	2.00		2.00	\$ 500.00	\$ 1,000.00		\$ -	0.00	\$ -	2.00	0.00%
470	2554-0210020 FIRE HYDRANT ADJUSTMENT	EA	2.00		2.00	\$ 3,500.00	\$ 7,000.00		\$ -	0.00	\$ -	2.00	0.00%
480	2556-9999005 TEACH ITEM PVC DRAINAGE INLET	EA	4.00		4.00	\$ 3,000.00	\$ 12,000.00		\$ -	0.00	\$ -	4.00	0.00%
490	2601-2634105 MULCHING, BONDED FIBER MATRIX	ACRE	5.10		5.10	\$ 2,500.00	\$ 12,750.00		\$ -	3.40	\$ 8,500.00	1.70	66.67%
500	2601-2642120 STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	5.10		5.10	\$ 1,350.00	\$ 6,885.00		\$ -	0.00	\$ -	5.10	0.00%
510	2601-2700020 TRANSITION MAT	SF	200.00		200.00	\$ 15.00	\$ 3,000.00		\$ -	0.00	\$ -	200.00	0.00%
520	2602-0000150 STABILIZED CONSTRUCTION ENTRANCE, EC-503	LF	250.00		250.00	\$ 62.50	\$ 15,625.00		\$ -	130.00	\$ 8,250.00	120.00	52.00%
530	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	6,875.00		6,875.00	\$ 2.50	\$ 17,187.50		\$ -	520.00	\$ 1,500.00	6,355.00	7.59%
540	2602-0000361 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	6,875.00		6,875.00	\$ 0.30	\$ 2,062.50		\$ -	0.00	\$ -	6,875.00	0.00%
550	2602-0010010 MOBILIZATIONS, EROSION CONTROL	EA	5.00		5.00	\$ 400.00	\$ 2,000.00		\$ -	4.00	\$ 2,000.00	1.00	80.00%
560	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00		\$ -	0.00	\$ -	1.00	0.00%
570	2602-0010030 LUMP SUM ITEM TEMPORARY BRIDGE LIGHTING	LS	1.00		1.00	\$ 215,000.00	\$ 215,000.00		\$ -	0.00	\$ -	1.00	0.00%
580	2402-2720000 EXCAVATION, CLASS 20	CY	240.00		240.00	\$ 50.00	\$ 12,000.00		\$ -	120.00	\$ 6,000.00	120.00	50.00%
590	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	220.00		220.00	\$ 1,000.00	\$ 220,000.00		\$ -	48.80	\$ 48,800.00	171.20	22.18%
600	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	CY	75.40		75.40	\$ 1,000.00	\$ 75,400.00		\$ -	50.00	\$ 50,000.00	25.40	66.31%
610	2403-7300000 STRUCTURAL CONCRETE COATING	SY	759.00		759.00	\$ 74.00	\$ 56,166.00		\$ -	0.00	\$ -	759.00	0.00%
620	2403-7775005 REINFORCING STEEL, EPOXY COATED	LB	49,388.00		49,388.00	\$ 1.75	\$ 86,429.00		\$ 14,278.68	8,359.50	\$ 28,988.01	32,868.14	33.45%
630	2403-9000100 PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE, 150'-2 X 12'	LEACH	1.00		1.00	\$ 546,000.00	\$ 546,000.00		\$ -	0.00	\$ -	1.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

	LF	2,240.00	\$	60.00	\$	134,400.00	\$	-	2,240.00	\$	2,240.00	\$	134,400.00	\$	0.00	100.00%
640 2501-0201057 PILES, STEEL HP 10 X 57 - FRAME FOOTINGS	LF	2,240.00	\$	60.00	\$	134,400.00	\$	-	2,240.00	\$	2,240.00	\$	134,400.00	\$	0.00	100.00%
650 2501-0201274 PILES, STEEL HP 12 X 74 - ABUTMENT	LF	640.00	\$	70.00	\$	44,800.00	\$	-	640.00	\$	640.00	\$	44,800.00	\$	0.00	100.00%
660 2507-2639610 CONCRETE SLOPE PROTECTION	SV	187.30	\$	350.00	\$	65,555.00	\$	-	0.00	\$	0.00	\$	-	\$	187.30	0.00%
670 2595-9995018 ABUTMENT FRAME FORMLINER	SF	6,543.00	\$	20.00	\$	130,860.00	\$	-	0.00	\$	0.00	\$	-	\$	6,543.00	0.00%
680 2595-9995018 ANTI-GRAFFITI COATING	SV	759.00	\$	24.00	\$	18,216.00	\$	-	0.00	\$	0.00	\$	-	\$	759.00	0.00%
				0.00	\$	-	\$	-	0.00	\$	0.00	\$	-	\$	0.00	0.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK																
CONTRACT = \$ 3,044,526.55 PAY PERIOD = \$ 63,078.88 COMPLETED = \$ 894,322.01 29.37%																



March 8, 2022

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1564

RE: HIGH TRESTLE TRAIL EXTENSION – SE MAGAZINE ROAD TO SE ORALABOR ROAD
PARTIAL PAYMENT APPLICATION NO. 7
FINANCE PROJECT NO. 938.4459
S&A PROJECT NO. 120.0274

Dear Mr. Haberichter:

Enclosed is Cramer and Associates, Inc.'s Partial Payment Application #7 for the above noted project from February 1 to February 28, 2022. Construction through this payment application includes structural concrete for the abutment framing elements. Based on project observation, plan quantities, measured quantities, and work completed we recommend approval of Partial Payment Application #7. Approximately 29% of the contract work has been completed and 42 of the 130 working days (32%) have been charged through this partial payment application.

Please contact me should you have any questions or comments on this payment application. We will be in attendance at the March 21, 2022 council meeting to answer any questions regarding this project.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Andy Burke'.

Andy G. Burke, P.E.
Project Manager

Enclosure

CC: Mark Land, P.E., Snyder & Associates



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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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 Payment #22 in the amount of \$45,333.98 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #22

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: March 21, 2022 **PAYMENT REQUEST #** 22
PAYMENT PERIOD: From: November 1, 2021 Through: January 31, 2022

Contract Summary

Original Contract Amount:	\$	237,720.00	
Net change by Change Orders:	\$	1,615,535.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,853,255.00	
Total completed and stored to date:	\$	1,846,817.46	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,846,817.46	
Less previous applications for payment:	\$	1,801,483.48	
SUBTOTAL	\$		45,333.98

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 45,333.98

Balance to finish, including retainage: \$ 6,437.54

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

Foth Infrastructure and Environment, LLC

Bradley D. Hopkey

Digitally signed by Bradley D. Hopkey
DN: cn=Bradley D. Hopkey, o=Foth Infrastructure and Environment, LLC, ou=Infrastructure Division, cn=Bradley D. Hopkey
Reason: I am approving this document.
Date: 2022.03.01 15:34:15 -0600

March 1, 2022

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 4, 2019	\$ 78,539.03
2	March 4, 2019	\$ 84,665.44
3	April 1, 2019	\$ 53,048.08
4	May 6, 2019	\$ 21,467.14
5	June 3, 2019	\$ 90,346.10
6	August 5, 2019	\$ 137,221.66
7	September 3, 2019	\$ 31,744.34
8	October 7, 2019	\$ 47,472.86
9	November 4, 2019	\$ 43,295.26
10	December 2, 2019	\$ 62,134.48
11	February 3, 2020	\$ 118,678.59
12	March 2, 2020	\$ 49,060.78
13	April 6, 2020	\$ 29,305.10
14	May 4, 2020	\$ 63,725.08
15	July 6, 2020	\$ 139,165.99
16	October 5, 2020	\$ 276,493.45
17	March 1, 2021	\$ 42,625.00
18	June 7, 2021	\$ 108,656.27
19	September 20, 2021	\$ 146,610.79
20	November 15, 2021	\$ 123,961.96
21	December 6, 2021	\$ 53,266.08
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,801,483.48

Record of Change Orders

No.	Date	Amount
1	May 6, 2019	\$ 709,260.00
2	June 15, 2020	\$ 379,390.00
3	February 1, 2021	\$ 526,885.00
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TOTAL \$1,615,535.00

Contract Time Remaining

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



Summary of Services Report - Project Code: 970.4210

Project Title: West First Street Widening and Improvements – Phase 1

Period: November 1, 2021 – January 31, 2022

Work Completed:

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

- Project coordination including utility coordination and project management.
- Utility coordination for CenturyLink.
- Construction admin/observation for roadway project.
- Pay Request #8.
- Change Order #3.
- Project closeout for 2021 construction season.

Work Scheduled:

The following work tasks to be completed before 2022 construction:

- Approval of Change Order #3.
- Assist city to resolve sanitary sewer blockage at W First St and Logan St.
- Continued coordination with private utilities.
- Pre-construction meeting for 2022 construction season.

Submittal Schedule:

The following dates are according to the original project contract:

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

General Comments:

Invoice

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

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

December 09, 2021

Project No: 0018A039.01

Invoice No: 75444

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

Invoice Total USD 25,024.04

Project 0018A039.01 West First Street Widening

Professional Services through November 30, 2021

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	16.00	190.00	3,040.00
Project Engineer I	82.70	143.00	11,826.10
Technician VI	1.00	137.00	137.00
Construction Manager	8.50	168.00	1,428.00
Totals	108.20		16,431.10
Total Labor			16,431.10

Subconsultants 8,437.10

Expenses 155.84

Billing Limits	Current	Prior	To-Date
Total Billings	25,024.04	1,801,483.48	1,826,507.52
Limit			1,853,255.00
Remaining			26,747.48

Total This Invoice USD 25,024.04

Invoice

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

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

March 01, 2022

Project No: 0018A039.01

Invoice No: 76611

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

Invoice Total USD 20,309.94

Project 0018A039.01 West First Street Widening

Professional Services through January 31, 2022

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	24.50	190.00	4,655.00
Project Engineer I	39.50	143.00	5,648.50
Technician IV	2.00	122.00	244.00
Technician I	3.00	80.00	240.00
Construction Manager	9.00	168.00	1,512.00
Totals	78.00		12,299.50
Total Labor			12,299.50

Subconsultants 7,789.48

Expenses 220.96

Billing Limits	Current	Prior	To-Date
Total Billings	20,309.94	1,826,507.52	1,846,817.46
Limit			1,853,255.00
Remaining			6,437.54

Total This Invoice USD 20,309.94

INVOICE



INVOICE NO: 1808072-0

INVOICE DATE: September 29, 2021

REMIT
TO:

TEAM Services, Inc.

717 S.E. 6th Street
Des Moines, IA 50309
ph: 515-282-8818
fax: 515-282-8741
ID No. 42-1416550

BILL TO: Accounts Payable
Foth Infrastructure & Environment
8191 Birchwood Ct.
Suite L
Johnston, IA 50131

PROJECT: **First Street PCC Pavement Phase 1**

Ankeny, IA
No: 2-8076

PO Reference: IE-P00000334
Services for period of 8/1/2021 through 8/31/2021
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	15.25	hour	Field Testing of Compacted Subgrade/Granular Subbase	49.00	747.25
2	0.25	hour	Field Inspection of PCC Paving - Mainline	49.00	12.25
3	8.75	hour	Field Inspection of PCC Paving - Handwork	49.00	428.75
4	8.00	hour	Sample Pickup	49.00	392.00
5	20.00	test	Compressive Strength of 4 x 8 in. Cylinder	15.00	300.00
6	3.00	test	Sieve Analysis (Includes No. 200 Sieve Wash)	106.00	318.00
7	328.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	321.44

Invoice Total: 2519.69

Amount Received: \$0.00

Amount Due: **\$2,519.69**

TERMS: 1.5% Interest per month will be added after 30 days.

Billing summary through: 9/29/2021

Total billed: \$13,724.49
Total Received: \$10,311.51
Balance: \$3,412.98

Budget summary through: 09/30/2021

Project Budget: \$19,187.60
Total Billed: \$13,724.49
Budget Remaining: \$5,463.11

Pay by Credit Card

☐ Master Card ☐ Visa ☐ Am. Ex. ☐ Discover

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email

INVOICE



INVOICE NO: 1808613-0

INVOICE DATE: October 22, 2021

REMIT
TO:

TEAM Services, Inc.

717 S.E. 6th Street
Des Moines, IA 50309
ph: 515-282-8818
fax: 515-282-8741
ID No. 42-1416550

BILL TO: Accounts Payable
Foth Infrastructure & Environment
8191 Birchwood Ct.
Suite L
Johnston, IA 50131

PROJECT: **First Street PCC Pavement Phase 1**

Ankeny, IA
No: 2-8076

PO Reference: IE-P00000334
Services for period of 9/1/2021 through 9/30/2021
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	5.00	hour	Field Testing of Compacted Subgrade/Granular Subbase	49.00	245.00
2	3.00	hour	Field Testing of Compacted Trench Backfill	49.00	147.00
3	0.50	hour	Field Testing of Compacted Trench Backfill [OT]	73.50	36.75
4	7.25	hour	Field Inspection of PCC Paving - Mainline	49.00	355.25
5	42.50	hour	Field Inspection of PCC Paving - Handwork	49.00	2,082.50
6	1.00	hour	Field Inspection of PCC Paving - Handwork [OT]	73.50	73.50
7	9.50	hour	Sample Pickup	49.00	465.50
8	0.50	hour	Sample Pickup [OT]	73.50	36.75
9	63.00	test	Compressive Strength of 4 x 8 in. Cylinder	15.00	945.00
10	19.00	test	Flexural Strength of Concrete Beams (ASTM C78/C296) FOB our Laboratory	50.00	950.00
11	592.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	580.16

Invoice Total: 5917.41

Amount Received: \$0.00

Amount Due: **\$5,917.41**

TERMS: 1.5% Interest per month will be added after 30 days.

Billing summary through: 10/22/2021

Total billed: \$19,641.90
Total Received: \$11,204.80
Balance: \$8,437.10

Budget summary through: 10/22/2021

Project Budget: \$19,187.60
Total Billed: \$19,641.90
Budget Remaining: (\$454.30)

Pay by Credit Card

☐ Master Card ☐ Visa ☐ Am. Ex. ☐ Discover

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email

INVOICE



INVOICE NO: 1808992-0

INVOICE DATE: November 18, 2021

REMIT
TO:

TEAM Services, Inc.

717 S.E. 6th Street
Des Moines, IA 50309
ph: 515-282-8818
fax: 515-282-8741
ID No. 42-1416550

BILL TO: Accounts Payable
Foth Infrastructure & Environment
8191 Birchwood Ct.
Suite L
Johnston, IA 50131

PROJECT: **First Street PCC Pavement Phase 1**

Ankeny, IA
No: 2-8076

PO Reference: IE-P00000334
Services for period of 10/1/2021 through 10/31/2021
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	6.00	hour	Field Testing of Compacted Subgrade/Granular Subbase	49.00	294.00
2	2.00	hour	Field Testing of Compacted Trench Backfill	49.00	98.00
3	7.50	hour	Field Inspection of PCC Paving - Mainline	49.00	367.50
4	1.00	hour	Field Inspection of PCC Paving - Mainline [OT]	73.50	73.50
5	22.75	hour	Field Inspection of PCC Paving - Handwork	49.00	1,114.75
6	2.50	hour	Field Inspection of PCC Paving - Handwork [OT]	73.50	183.75
7	9.50	hour	Sample Pickup	49.00	465.50
8	49.00	test	Compressive Strength of 4 x 8 in. Cylinder	15.00	735.00
9	18.00	test	Flexural Strength of Concrete Beams (ASTM C78/C296) FOB our Laboratory	50.00	900.00
10	459.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	449.82

Invoice Total: 4681.82

Amount Received: \$0.00

Amount Due: **\$4,681.82**

TERMS: 1.5% Interest per month will be added after 30 days.

Billing summary through: 11/18/2021

Total billed: \$24,323.72
Total Received: \$11,204.80
Balance: \$13,118.92

Budget summary through: 11/18/2021

Project Budget: \$19,187.60
Total Billed: \$24,323.72
Budget Remaining: (\$5,136.12)

Pay by Credit Card

☐ Master Card ☐ Visa ☐ Am. Ex. ☐ Discover

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email

INVOICE



INVOICE NO: 1809287-0

INVOICE DATE: December 17, 2021

REMIT
TO:

TEAM Services, Inc.

717 S.E. 6th Street
Des Moines, IA 50309
ph: 515-282-8818
fax: 515-282-8741
ID No. 42-1416550

BILL TO: Accounts Payable
Foth Infrastructure & Environment
8191 Birchwood Ct.
Suite L
Johnston, IA 50131

PROJECT: **First Street PCC Pavement Phase 1**

Ankeny, IA
No: 2-8076

PO Reference: IE-P00000334

Services for period of 11/1/2021 through 11/30/2021

Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	0.25	hour	Field Inspection of PCC Paving - Mainline	49.00	12.25
2	19.50	hour	Field Inspection of PCC Paving - Handwork	49.00	955.50
3	4.25	hour	Sample Pickup	49.00	208.25
4	24.00	test	Compressive Strength of 4 x 8 in. Cylinder	15.00	360.00
5	10.00	test	Flexural Strength of Concrete Beams (ASTM C78/C296) FOB our Laboratory	50.00	500.00
6	245.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	240.10

Invoice Total: 2276.10

Amount Received: \$0.00

Amount Due: **\$2,276.10**

TERMS: 1.5% Interest per month will be added after 30 days.

Billing summary through: 12/17/2021

Total billed: \$26,599.82
Total Received: \$11,204.80
Balance: \$15,395.02

Budget summary through: 12/20/2021

Project Budget: \$19,187.60
Total Billed: \$26,599.82
Budget Remaining: (\$7,412.22)

Pay by Credit Card

☐ Master Card ☐ Visa ☐ Am. Ex. ☐ Discover

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email

INVOICE



INVOICE NO: 1809476-0

INVOICE DATE: January 18, 2022

REMIT
TO:

TEAM Services, Inc.

717 S.E. 6th Street
Des Moines, IA 50309
ph: 515-282-8818
fax: 515-282-8741
ID No. 42-1416550

BILL TO: Accounts Payable
Foth Infrastructure & Environment
8191 Birchwood Ct.
Suite L
Johnston, IA 50131

PROJECT: **First Street PCC Pavement Phase 1**

Ankeny, IA
No: 2-8076

PO Reference: IE-P00000334
Services for period of 12/1/2021 through 12/31/2021
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	6.50	hour	Field Inspection of PCC Paving - Handwork	49.00	318.50
2	2.00	hour	Sample Pickup	49.00	98.00
3	8.00	test	Compressive Strength of 4 x 8 in. Cylinder	15.00	120.00
4	4.00	test	Flexural Strength of Concrete Beams (ASTM C78/C296) FOB our Laboratory	50.00	200.00
5	97.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	95.06

Invoice Total: 831.56

Amount Received: \$0.00

Amount Due: **\$831.56**

TERMS: 1.5% Interest per month will be added after 30 days.

Billing summary through: 1/18/2022

Total billed: \$27,431.38
Total Received: \$11,204.80
Balance: \$16,226.58

Budget summary through: 01/21/2022

Project Budget: \$19,187.60
Total Billed: \$27,431.38
Budget Remaining: (\$8,243.78)

Pay by Credit Card

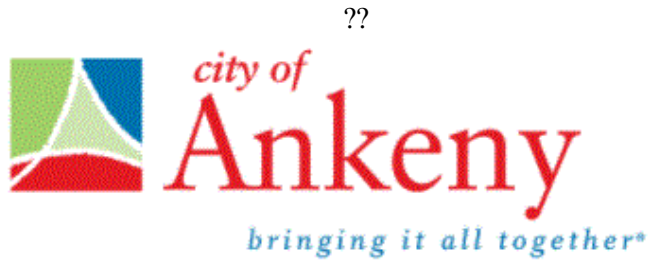
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Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #11 in the amount of \$27,490.50 to FOX Engineering Associates, Inc., for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: FOX Engineering Associates, Inc
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 180349 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 5576

Date of Council Meeting: March 21, 2022 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: February 1, 2022 Through: February 28, 2022

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	61,100.00	
Contract Amount to Date: (line 1 ± 2)	\$	411,000.00	
Total completed and stored to date:	\$	408,249.04	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	408,249.04	
Less previous applications for payment:	\$	380,758.54	
SUBTOTAL	\$	27,490.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 27,490.50

Balance to finish, including retainage: \$ 2,750.96

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:

FOX Strand

Firm Name

Steven J. Troyer, P.E.

3/14/22

Signature Date

City of Ankeny Staff Approval:

Signature Date

Submit to:

Don Clark, Director of Municipal Utilities

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 380,758.54

Record of Change Orders

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TOTAL \$ -
Please update Payment Application Sheet

Contract Time Remaining

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



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

March 10, 2022
Project No: 7020.001
Invoice No: 0181407

Professional Services: February 1, 2022 through February 28, 2022

Project 7020.001 Ankeny ASR - Final Design

Percent Complete	100.00	Total Earned	172,600.00
		Previous Fee Billing	172,600.00
		Current Fee Billing	0.00

Total this Project 0.00

Contract Amount 172,600.00

Total Billings to Date 172,600.00

Project 7020.002 Ankeny ASR - IDNR Permit Fees

Total this Project 0.00

Project 7020.003 Ankeny ASR - Bidding

Percent Complete	100.00	Total Earned	31,000.00
		Previous Fee Billing	12,400.00
		Current Fee Billing	18,600.00

Total this Project \$18,600.00

Contract Amount 31,000.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0181407
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Total Billings to Date	31,000.00
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Project	7020.004	Ankeny ASR - Construction Administration; Demolition
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Total Labor	3,213.50
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Total Expenses	18.40
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Total this Project	\$3,231.90
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Project	7020.005	Ankeny ASR - RPR Demolition
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Total Labor	1,288.00
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Total Expenses	101.60
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Total this Project	\$1,389.60
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Project	7020.006	Ankeny ASR - Geotechnical Report
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Total this Project	0.00
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Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition
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Total Labor	1,441.00
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Total Expenses	2,363.00
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Total this Project	\$3,804.00
---------------------------	-------------------

Project	7020.008	Ankeny ASR - Construction Administration
---------	----------	--

Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00

Total this Project	0.00
---------------------------	-------------

TERMS: Payment is due within 30 days of the date on this invoice.

Page 2 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0181407
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total Labor		75.00
		Total Expenses		390.00
			Total this Project	\$465.00
			Total this Invoice	\$27,490.50

TERMS: Payment is due within 30 days of the date on this invoice.

Page 3 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

DATE: March 11, 2022

TO: Don Clark, P.E.
Municipal Utilities Director
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

RE: ASR Well #1 Replacement (Well No. 7/ASR No. 3) Project
FOX Strand Project Number 7020.001

DELIVERY: US mail

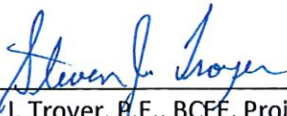
ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the February 2022 billing period. Work this period included receiving bids and preparing contract documents for the ASR well pump and control building (Bid Package #2). The pre-construction meeting was held for the well project (Bid Package #1). A construction progress meeting was held for the demolition project at the WWTP. This demolition project is substantially complete, a punch list walk through has been conducted, and a punch list issued.

If you have questions or concerns, please contact me. Thank you.


Steven J. Troyer, P.E., BCEE, Project Manager



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #8 in the amount of \$2,690.00 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 #8

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: March 21, 2022
~~April 4, 2022~~
PAYMENT REQUEST # 8
PAYMENT PERIOD: From: February 5, 2022 Through: March 4, 2022

Contract Summary

Original Contract Amount:	\$	97,750.00	
Net change by Change Orders:	\$	24,595.00	
Contract Amount to Date: (line 1 ± 2)	\$	122,345.00	
Total completed and stored to date:	\$	121,822.88	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	121,822.88	
Less previous applications for payment:	\$	119,132.88	
SUBTOTAL	\$	2,690.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,690.00

Balance to finish, including retainage: \$ 522.12

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

March 10, 2022

Date

City of Ankeny Staff Approval:

Signature

Date

3/10/2022

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
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 119,132.88

Record of Change Orders

No.	Date	Amount
1	January 3, 2022	\$ 24,595.00
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CHANGE ORDER TOTAL = \$ 24,595.00

Contract Time Remaining

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



Engineering | Architecture | Surveying | Planning

Invoice

March 10, 2022
Project No: R201512.00
Invoice No: 131372
Invoice Amount: 2,690.00

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

Project Manager Timothy Sheets

Project R201512.00 Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave
Professional Services through March 4, 2022

	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	0.00	\$2,690.00
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	\$116,345.00		\$121,822.88	\$119,132.88	\$2,690.00
Total Amount Due Upon Receipt :					\$2,690.00

Email invoice to: jhaberichter@ankenyiowa.gov



March 10th, 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. 8
JEO Project No. 201512.00

Dear Mr. Haberichter:

This is the eighth progress report for the above referenced project and covers work through March 4th, 2022. Work during the specified timeframe includes bidding phase services.

This will be the last invoice from me. Rob Haaland will transition to Project Manager for JEO during the construction phases and will be responsible for invoicing. It has been a pleasure working with you on this project and JEO is excited to continue to work with the City of Ankeny. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Tim Sheets, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

 [Print](#)

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?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$440,970.53 to Rognes Corporation, for construction services on the Otter Creek Sanitary Sewer Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

city of
Ankeny
bringing it all together

Date Printed: 3/10/2022

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
1	Mobilization	LS	1.00		1.00	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	-	100.00%
2	Construction Survey	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	-	100.00%
3	Clearing and Grubbing	ACRE	3.82		3.82	\$ 1,825.00	\$ 6,971.50	3.82	\$ 6,971.50	-	100.00%
4	Topsoil, Onsite	CY	4,110.00		4,110.00	\$ 5.00	\$ 20,550.00	4,110.00	\$ 20,550.00	-	100.00%
5	Trench Foundation	TON	250.00		250.00	\$ 32.00	\$ 8,000.00	-	\$ -	250.00	0.00%
6	Trench Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	-	100.00%
7	Gravity Trunk Sewer, Trenched, PVC, 24" Diameter, Normal Bury	LF	946.00		946.00	\$ 160.00	\$ 151,360.00	946.00	\$ 151,360.00	-	100.00%
8	Gravity Trunk Sewer, Trenched, PVC, 24" Diameter, Deep Bury, SAN00 - Station 104+60	LF	454.00		454.00	\$ 252.00	\$ 114,408.00	454.00	\$ 114,408.00	-	100.00%
9	Gravity Sanitary Sewer Stub, Trenched, Composite PVC, 8" - 15" Diameter, Normal Bury	LF	30.00		30.00	\$ 118.00	\$ 3,540.00	30.00	\$ 3,540.00	-	100.00%
10	Field Tile Repair	LF	150.00		150.00	\$ 40.00	\$ 6,000.00	30.00	\$ 1,200.00	120.00	20.00%
11	Connection to Existing Manhole	EA	2.00		2.00	\$25,000.00	\$ 50,000.00	2.00	\$ 50,000.00	-	100.00%
12	Sanitary Manhole, SW-301, 48" Diameter	EA	4.00		4.00	\$ 7,800.00	\$ 31,200.00	4.00	\$ 31,200.00	-	100.00%
13	Sanitary Manhole, SW-301, >20' Deep, 48" Diameter	EA	1.00		1.00	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00	-	100.00%
14	Conventional Seeding, Type 5	ACRE	3.49		3.49	\$ 750.00	\$ 2,617.50	-	\$ -	3.49	0.00%
15	Conventional Seeding, Type 3, No Fertilizer	ACRE	0.33		0.33	\$ 2,500.00	\$ 825.00	-	\$ -	0.33	0.00%
16	Conventional Mulch	ACRE	3.30		3.30	\$ 800.00	\$ 2,640.00	-	\$ -	3.30	0.00%
17	Temporary Rolled Erosion Control Products	SY	2,500.00		2,500.00	\$ 2.50	\$ 6,250.00	-	\$ -	2,500.00	0.00%
18	Silt Fence - Installation	LF	2,300.00		2,300.00	\$ 1.75	\$ 4,025.00	-	\$ -	2,300.00	0.00%
19	Silt Fence - Removal	LF	2,300.00		2,300.00	\$ 0.10	\$ 230.00	-	\$ -	2,300.00	0.00%
20	Stabilized Construction Entrances	SY	70.00		70.00	\$ 10.00	\$ 700.00	70.00	\$ 700.00	-	100.00%
21	Removal of Field Fence	LF	50.00		50.00	\$ 5.00	\$ 250.00	-	\$ -	50.00	0.00%
22	Pipe Protection	LF	70.00		70.00	\$ 750.00	\$ 52,500.00	70.00	\$ 52,500.00	-	100.00%
23	Filter Sock	LF		500.00	500.00	\$ 2.50	\$ 1,250.00	500.00	\$ 1,250.00	-	100.00%
24					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK
COMPLETED TO DATE

\$ 493,817.00

\$ 464,179.50

-6.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1	March 7, 2022	\$ 1,250.00
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TOTAL \$ 1,250.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	December 12, 2021
Original Contract Time:	50.00
Added by Change Order:	-
Contract Time to Date:	50.00
Time Used to Date:	21.00
Contract Time Remaining:	29.00



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

Finance

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the March 21, 2022 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

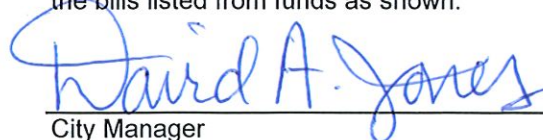
Click to download
 AP Recap
 AP Check Report

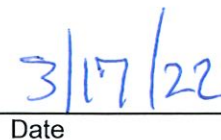
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
MARCH 21, 2022

Fund		PAYMENTS
100	General Fund	\$ 181,247.08
220	Fire Gift Fund	280.20
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	39,762.95
270	Seizure Fund	21.60
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	505.36
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	85,323.12
510	Water Fund	774,613.29
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	521,512.30
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	6,985.50
590	Golf Course Fund	43,676.84
600-699	Enterprise Project Funds	673,042.55
710	Revolving Fund	2,725.31
720	Risk Management Fund	19,159.08
730	Health Insurance Fund	214.53
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	3,500.00
896-998	Capital Projects Funds	119,424.47
	Sub Total	\$ 2,471,994.18
	Payroll Totals	1,647,525.94
	Service Transfers/ACH Drafts	(181,665.57)
	Agenda Payments Approved Separately	(778,653.04)
	Grand Total	\$ 3,159,201.51

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.


City Manager


Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 3/10/2022 THRU 3/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006441	TITAN MACHINERY INC							
M-CHECK	TITAN MACHINERY INC	UNPOST V	3/10/2022			235239		11.00CR
C-CHECK	VOID CHECK	V	3/21/2022			235998		

* * 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	11.00CR	11.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	11.00CR	0.00	0.00
BANK: TOTALS:	2	11.00CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB GREAT WESTERN BANK
 DATE RANGE: 3/10/2022 THRU 3/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011366	88 TACTICAL OMAHA LLC							
I-266971	HTCQB INSTRUCTOR - PD	R	3/21/2022	1,500.00		235913		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
003797	A-D DISTRIBUTING CO INC							
I-73029	FLAGS - PRSC	R	3/21/2022	417.00		235914		417.00
	*** VENDOR TOTALS ***					1 CHECKS		417.00
008578	ACCESS TECHNOLOGIES INC							
I-INV1145522	1/31/22-2/27/22 STATEMENT	R	3/21/2022	1,965.07		235915		
I-INV1152815	PRINT CARTRIDGE - PSB	R	3/21/2022	73.99		235915		2,039.06
	*** VENDOR TOTALS ***					1 CHECKS		2,039.06
000003	ACCO UNLIMITED CORP							
I-0220261-IN	SPLASH PAD PUMP - PRAC	R	3/21/2022	1,494.58		235916		1,494.58
	*** VENDOR TOTALS ***					1 CHECKS		1,494.58
000164	G & S HARDWARE INC							
I-207607/2	PADLOCK - PW	R	3/21/2022	19.74		235917		
I-207633/2	TOOKBOX - PW	R	3/21/2022	99.99		235917		
I-207638/2	SAW CHAIN - PW	R	3/21/2022	34.99		235917		
I-207639/2	POWER EQUIP PARTS - PW	R	3/21/2022	17.99		235917		
I-207686-2	BRASS KEY - MU	R	3/21/2022	9.87		235917		182.58
	*** VENDOR TOTALS ***					1 CHECKS		182.58
005541	ACUSHNET COMPANY							
C-912500524	CR:ON COURSE GOLF BALL PRGRM	R	3/21/2022	2,136.95CR		235918		
I-912588079	SPECIAL ORDER MERCH -OC	R	3/21/2022	96.05		235918		
I-912617432	STOCK MERCH FOR RESALE-OC	R	3/21/2022	1,750.76		235918		
I-912621868	STOCK MERCH FOR RESALE-OC	R	3/21/2022	188.80		235918		
I-912657883	STOCK MERCH FOR RESALE-OC	R	3/21/2022	2,761.57		235918		
I-912666704	STOCK MERCH FOR RESALE-OC	R	3/21/2022	120.03		235918		
I-912673784	STOCK MERCH FOR RESALE-OC	R	3/21/2022	120.03		235918		
I-912673808	SPECIAL ORDER MERCH -OC	R	3/21/2022	672.35		235918		
I-912674161	STOCK MERCH FOR RESALE-OC	R	3/21/2022	111.70		235918		
I-912682304	STOCK MERCH FOR RESALE-OC	R	3/21/2022	403.75		235918		
I-912682778	SPECIAL ORDER MERCH -OC	R	3/21/2022	513.92		235918		
I-912698107	STOCK MERCH FOR RESALE - OC	R	3/21/2022	1,688.37		235918		6,290.38
	*** VENDOR TOTALS ***					1 CHECKS		6,290.38
008252	D H PACE COMPANY INC							
I-SVC/58000	CLAMP SPRING REPLACEMENT-PW	R	3/21/2022	333.50		235919		333.50
	*** VENDOR TOTALS ***					1 CHECKS		333.50

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000026	AHLERS & COONEY PC							
I-818632	SVCS COSTCO WHOLESALE 2/19/22	E	3/23/2022	568.00		004456		
I-818773	SVCS 2/19/22 WELL CONSTRUCTION	E	3/23/2022	1,800.00		004456		
I-818774	SVCS 2/19/22 SE 3RD ST UTILITY	E	3/23/2022	1,800.00		004456		
I-818775	SVCS 2/19/22 NW 36TH WIDEN	E	3/23/2022	1,800.00		004456		5,968.00
	*** VENDOR TOTALS ***					1 CHECKS		5,968.00
000226	AIRGAS NORTH CENTRAL INC							
I-9122266607	ARGON INDUSTRIAL - PW	R	3/21/2022	113.51		235920		113.51
	*** VENDOR TOTALS ***					1 CHECKS		113.51
009262	AMAZON CAPITAL SERVICES INC							
C-1XYG-J7JF-JR4M	CR: BINDERS - HR	E	3/23/2022	82.74CR		004505		
I-11G6-9PD3-H1WT	SWITCH COVERS - FAC MAINT	E	3/23/2022	40.00		004505		
I-11TL-PLVT-FKQT	SWEATSHIRT - MU	E	3/23/2022	84.99		004505		
I-134V-3RC4-4DY6	BINDERS - PARKS	E	3/23/2022	129.71		004505		
I-13G4-JCVR-JWV1	SCISSORS - COMM	E	3/23/2022	267.22		004505		
I-14W3-TJ3X-4VDH	STICKERS/RIBBON - P&R	E	3/23/2022	32.87		004505		
I-16K9-RWLK-GVCK	GLOW STICKS - FD	E	3/23/2022	89.97		004505		
I-17KF-4RWF-MD1X	PHONE CASES GALAXY TAB S7 - IT	E	3/23/2022	242.91		004505		
I-17R6-L9QG-3DKM	TOOLBOX - PW	E	3/23/2022	124.96		004505		
I-19HY-9HN6-KTW6	WHITE NOISE MACHINE - COMM	E	3/23/2022	27.98		004505		
I-1FYJ-3HPQ-FCKQ	SNOWMOBILE DOLLY - MU	E	3/23/2022	54.98		004505		
I-1GNY-CK7M-41M4	BUBBLE WRP/CRFT STCKS/MISC-P&R	E	3/23/2022	150.91		004505		
I-1GYL-WG61-96JC	CLOCK BATTERIES - FAC MAINT	E	3/23/2022	288.99		004505		
I-1HNG-4XM3-3FXD	LIFTING EYE BOLT - PK MAINT	E	3/23/2022	101.00		004505		
I-1HP3-GJGN-HHWL	BINDERS - HR	E	3/23/2022	177.67		004505		
I-1HXN-T9C7-NXTR	DISPOSABLE SWIM DIAPERS-AC	E	3/23/2022	734.98		004505		
I-1LF9-VD9R-DMDP	ERASER/MRKR/PEN/SPRY BTTL-PD	E	3/23/2022	86.49		004505		
I-1MGL-K6XJ-7MYR	FLOOR SCRUBBER MOTOR-LAKESIDE	E	3/23/2022	165.00		004505		
I-1PVT-RG1C-GFJP	EZ INK -P & R	E	3/23/2022	28.98		004505		
I-1RH6-CXXC-X63P	CRAFT RIBBON - COMM	E	3/23/2022	28.95		004505		
I-1V6T-QPTQ-FDYR	TABLE TENNIS EQUIP - ACC	E	3/23/2022	880.95		004505		
I-1WGK-XHVV-CMWM	TABLECLOTH - COMM	E	3/23/2022	29.97		004505		3,686.74
	*** VENDOR TOTALS ***					1 CHECKS		3,686.74
010761	AMAZON.COM CORPORATE CREDIT							
I-1141-J6Y9-QPYL	PLANTRONICS HEADSET-WATER	E	3/23/2022	267.84		004514		
I-434387469498	MOVIES - KL	E	3/23/2022	59.97		004514		
I-436693393677	BLACK BEARING DESIGN 3D -KL	E	3/23/2022	12.99		004514		
I-439484459735	GLUE/GLITTER/EASEL/DECOR-KL	E	3/23/2022	212.01		004514		
I-444677874884	MULTIMEDIA - KL	E	3/23/2022	12.33		004514		
I-444748368943	MOVIES - KL	E	3/23/2022	15.71		004514		
I-445666746577	MOVIES - KL	E	3/23/2022	28.19		004514		
I-447539343653	MULTIMEDIA - KL	E	3/23/2022	12.03		004514		
I-448754497974	MOVIES - KL	E	3/23/2022	92.86		004514		
I-448774395934	PLANTS/FLOCK/MOSS - KL	E	3/23/2022	45.96		004514		
I-457734565366	MOVIES - KL	E	3/23/2022	174.68		004514		

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I-486696783384	MULTIMEDIA - KL	E	3/23/2022	8.98		004514		
I-493958566698	MISC SUPPLIES - KL	E	3/23/2022	120.91		004514		
I-547788875749	MISC BOOKS - KL	E	3/23/2022	12.58		004514		
I-633835587795	MULTIMEDIA - KL	E	3/23/2022	15.82		004514		
I-634433678735	MISC SUPPLIES - KL	E	3/23/2022	40.98		004514		
I-657787865337	MULTIMEDIA - KL	E	3/23/2022	23.34		004514		
I-659794566675	MULTIMEDIA - KL	E	3/23/2022	20.19		004514		
I-677696885583	PRINTING 3- KL	E	3/23/2022	417.68		004514		
I-697878746468	MISC SUPPLIES - KL	E	3/23/2022	44.98		004514		
I-744697775969	MULTIMEDIA - KL	E	3/23/2022	55.98		004514		
I-744967747596	MISC MULTIMEDIA - KL	E	3/23/2022	124.09		004514		
I-778855796699	MOVIES - KL	E	3/23/2022	34.99		004514		
I-779964484867	MULTIMEDIA - KL	E	3/23/2022	32.45		004514		
I-797778656885	MULTIMEDIA - KL	E	3/23/2022	361.42		004514		
I-833554738573	FOOD COLORS/PAINT - KL	E	3/23/2022	8.57		004514		
I-836575959477	MOVIES - KL	E	3/23/2022	38.97		004514		
I-878775498547	MULTIMEDIA - KL	E	3/23/2022	32.74		004514		
I-878868933799	MISC SUPPLIES - KL	E	3/23/2022	29.90		004514		
I-884977879336	MOVIES - KL	E	3/23/2022	96.88		004514		
I-945595688836	MISC BOOKS - KL	E	3/23/2022	27.94		004514		
I-958474579359	BOOKS - KL	E	3/23/2022	109.39		004514		
I-967477353557	MULTIMEDIA - KL	E	3/23/2022	14.66		004514		
I-977588757875	BOOKS - KL	E	3/23/2022	42.98		004514		
I-993536863499	MISC MULTIMEDIA - KL	E	3/23/2022	215.53		004514		2,866.52
			*** VENDOR TOTALS ***			1 CHECKS		2,866.52
000893	AMERIGROUP							
I-AFD23404	OVERPAYMENT REIMBURSEMENT	R	3/21/2022	1,240.46		235921		1,240.46
			*** VENDOR TOTALS ***			1 CHECKS		1,240.46
002676	ANIMAL RESCUE LEAGUE							
I-590	INTAKE LIVE ANIMAL - PD	E	3/23/2022	1,375.00		004479		1,375.00
			*** VENDOR TOTALS ***			1 CHECKS		1,375.00
008687	ANKENY AMERICAN LEGION POST 42							
I-186-WMR-22	FLAGS - FD	R	3/21/2022	186.98		235922		
I-187-WMR-22	FLAGS - FD	R	3/21/2022	332.90		235922		519.88
			*** VENDOR TOTALS ***			1 CHECKS		519.88
000012	MILLENNIUM II CORPORATION							
I-1042325	RING PLIER - PW	R	3/21/2022	37.15		235923		
I-1042616	PROPANE FILL - PW	R	3/21/2022	18.21		235923		
I-1043288	SCREWS - FAC MAINT	R	3/21/2022	9.64		235923		
I-1043296	DRILL BITS - FAC MAINT	R	3/21/2022	6.33		235923		
I-1043445	MACH EYE BOLT - FAC MAINT	R	3/21/2022	2.48		235923		
I-1043896	TRANSFER SWITCH LOCK - CH	R	3/21/2022	2.40		235923		
I-1043900	MOUSE TRAPS - PARK MAINT	R	3/21/2022	6.33		235923		
I-1043937	SHOPE PARTS/LABOR - PW	R	3/21/2022	126.25		235923		

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I-1043972	SCREWS - FAC MAINT	R	3/21/2022	1.70		235923		
I-1044037	SMALL ENGINE PARTS - PARK MAIN	R	3/21/2022	144.97		235923		
I-1044042	TOGGLE SWITCH - PARK MAINT	R	3/21/2022	6.17		235923		
I-1044205	BRUSH/PAINT/FRAME - PRSC	R	3/21/2022	26.94		235923		
I-1044360	HILLMAN - OC MAINT	R	3/21/2022	2.98		235923		
I-1044488	MIRROR HOLDER - PRSC	R	3/21/2022	14.43		235923		
I-1044856	SYNTHETIC OIL - PRSC	R	3/21/2022	16.38		235923		
I-1044955	TOGGLE STRAP - PRSC	R	3/21/2022	14.46		235923		
I-1045039	COMPOSITE SHIMS - FAC MAINT	R	3/21/2022	8.19		235923		
I-1045255	UNIT #875 QUICK LOCK	R	3/21/2022	25.00		235923		470.01
	*** VENDOR TOTALS ***					1 CHECKS		470.01
004201	TSJM TOWING SERVICE LLC							
I-22-45421	TOW/HOOK FEE - PD	R	3/21/2022	50.00		235924		
I-22-45591	UNIT #85 TOW/HOOK FEE	R	3/21/2022	40.00		235924		
I-22-45663	TOW/HOOK/MILEAGE FEE - PD	R	3/21/2022	92.00		235924		182.00
	*** VENDOR TOTALS ***					1 CHECKS		182.00
009326	RYAN ARENDSE							
I-2/15/2022	2/15/22 MEAL REIMBURSEMENT	E	3/23/2022	25.16		004520		25.16
	*** VENDOR TOTALS ***					1 CHECKS		25.16
000057	ARNOLD MOTOR SUPPLY							
I-15NV114880	MIST-N-SHINE - PW	R	3/21/2022	69.99		235925		
I-15NV115289	UNIT 815/818 FUEL FILTERS	R	3/21/2022	14.26		235925		
I-15NV115425	TEE WRAP - PRSC	R	3/21/2022	33.79		235925		
I-15NV115479	UNIT #875 AIR FILTER/CORE PLUG	R	3/21/2022	27.80		235925		145.84
	*** VENDOR TOTALS ***					1 CHECKS		145.84
002625	PHILIP L ASCHEMAN PHD							
I-3/01/2022	PSYCH EVALS - PD	R	3/21/2022	150.00		235926		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
008024	AUREON COMMUNICATIONS LLC							
I-03/2022	03/01/22-03/31/22 STATEMENT	E	3/23/2022	964.45		004500		964.45
	*** VENDOR TOTALS ***					1 CHECKS		964.45
000067	BAKER & TAYLOR INC							
I-2036560184	MISC BOOKS - KL	E	3/23/2022	1,376.45		004457		
I-2036564099	MISC BOOKS - KL	E	3/23/2022	9.51		004457		
I-2036565639	MISC BOOKS - KL	E	3/23/2022	377.25		004457		
I-2036569421	MISC BOOKS - KL	E	3/23/2022	291.54		004457		
I-2036575479	MISC BOOKS - KL	E	3/23/2022	2,134.33		004457		
I-2036577933	MISC BOOKS - KL	E	3/23/2022	262.95		004457		
I-2036583930	MISC BOOKS - KL	E	3/23/2022	64.92		004457		
I-2036583931	MISC BOOKS - KL	E	3/23/2022	351.38		004457		
I-2036591143	MISC BOOKS - KL	E	3/23/2022	475.31		004457		
I-H60475250	MULTIMEDIA - KL	E	3/23/2022	109.10		004457		

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I-H60475251	MULTIMEDIA - KL	E	3/23/2022	19.58		004457		
I-H60480230	MISC MULTIMEDIA - KL	E	3/23/2022	100.76		004457		
I-H60480231	MULTIMEDIA - KL	E	3/23/2022	13.99		004457		5,587.07
	*** VENDOR TOTALS ***					1 CHECKS		5,587.07
009922	ROBERT BALL							
I-2/08/2022	2/8-2/9/22 MILEAGE REIMBRSMNT	E	3/23/2022	258.57		004523		258.57
	*** VENDOR TOTALS ***					1 CHECKS		258.57
006127	BATTERIES PLUS BULBS #203							
I-P48711698	CFD13W - FD	R	3/21/2022	11.72		235927		11.72
	*** VENDOR TOTALS ***					1 CHECKS		11.72
010118	BEACON ATHLETICS LLC							
I-0544551-IN	TARP PIN W/ BUCKET - PRSC	E	3/23/2022	174.00		004510		174.00
	*** VENDOR TOTALS ***					1 CHECKS		174.00
008309	BERENS-TATE CONSULTING GROUP I							
I-818600-000E 2/2022	ARB REBATE CALC 17B WATER	R	3/21/2022	3,500.00		235928		3,500.00
	*** VENDOR TOTALS ***					1 CHECKS		3,500.00
006349	HY-VEE INC-BDI							
I-33296	ALCOHOL FOR RESALE - OC	R	3/21/2022	816.48		235929		816.48
	*** VENDOR TOTALS ***					1 CHECKS		816.48
005950	BLACKSTONE AUDIO INC							
I-2027086	MULTIMEDIA/SHELF SVCS-KL	R	3/21/2022	623.89		235930		
I-2027578	MULTIMEDIA/SHELF SVCS - KL	R	3/21/2022	46.74		235930		
I-2028008	MULTIMEDIA/SHELF SVCS - KL	R	3/21/2022	581.93		235930		
I-2029298	MULTIMEDIA/SHELF SVCS - KL	R	3/21/2022	43.54		235930		1,296.10
	*** VENDOR TOTALS ***					1 CHECKS		1,296.10
007515	EFFLUENT INC							
I-I5023	02/01/22-02/28/22 RENTAL - PKS	R	3/21/2022	77.00		235931		77.00
	*** VENDOR TOTALS ***					1 CHECKS		77.00
009283	BOLTON & MENK, INC							
I-0283435 A	PRSC ACCESS SURVEY	R	3/21/2022	1,546.50		235932		
I-0283435 B	PRSC ACCESS STUDY	R	3/21/2022	652.00		235932		2,198.50
	*** VENDOR TOTALS ***					1 CHECKS		2,198.50
008100	BOMGAARS SUPPLY INC							
I-65923155	UNIT #875 TRACTOR SEAT	R	3/21/2022	94.99		235933		94.99
	*** VENDOR TOTALS ***					1 CHECKS		94.99

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009487	BOOT BARN INC							
I-INV00144314	JACKET - PW	E	3/23/2022	143.99		004508		
I-INV00144315	JACKET - PW	E	3/23/2022	143.99		004508		
I-INV00144316	JACKET - PW	E	3/23/2022	143.99		004508		
I-INV00144317	GLOVES/BALAKLAVA - ENGINEERING	E	3/23/2022	65.47		004508		
I-INV00153262	JACKET - MU	E	3/23/2022	143.99		004508		
I-INV00153263	BOOTS - J. FRISK	E	3/23/2022	62.99		004508		
I-INV00153264	BOOTS/PANTS - MU	E	3/23/2022	389.16		004508		
I-INV00153267	JACKET - MU	E	3/23/2022	135.00		004508		
I-INV00155453	CARHARTT BIBERALL - MU	E	3/23/2022	179.99		004508		
I-INV00155454	CARHARTT BIBERALL - MU	E	3/23/2022	332.98		004508		
I-INV00155455	BOOTS - A. WINKELS	E	3/23/2022	129.92		004508		1,871.47
*** VENDOR TOTALS ***						1 CHECKS		1,871.47
005174	BOUND TREE MEDICAL LLC							
I-84390127	EMS SUPPLIES - FD	R	3/21/2022	1,177.04		235934		
I-84399089	DEFIB PADS - FD	R	3/21/2022	284.90		235934		
I-84400792	EMS SUPPLIES - FD	R	3/21/2022	4,553.73		235934		
I-84400793	CANISTERS - FD	R	3/21/2022	16.68		235934		
I-84423244	EMS SUPPLIES - FD	R	3/21/2022	30.90		235934		
I-84431159	EMS SUPPLIES - FD	R	3/21/2022	253.50		235934		
I-84431160	EMS SUPPLIES - FD	R	3/21/2022	338.00		235934		
I-84431161	EMS SUPPLIES - FD	R	3/21/2022	49.90		235934		
I-84431162	REPLACEMENT DEFIB BTTRY-PARKS	R	3/21/2022	199.84		235934		6,904.49
*** VENDOR TOTALS ***						1 CHECKS		6,904.49
000127	BRICK GENTRY PC							
I-369368	1/25/2022 STATEMENT 224.011	R	3/21/2022	1,860.00		235935		
I-371137	2/25/2022 STATEMENT 224.016	R	3/21/2022	710.00		235935		
I-371138	2/25/2022 STATEMENT 224.008	R	3/21/2022	615.00		235935		
I-371139	2/25/2022 STATEMENT 224.017	R	3/21/2022	45.00		235935		
I-371143	2/25/2022 STATEMENT 224.012	R	3/21/2022	90.00		235935		
I-371145	2/25/2022 STATEMENT 224.010	R	3/21/2022	135.00		235935		
I-371146	2/25/2022 STATEMENT 224.003	R	3/21/2022	60.00		235935		
I-371148	2/25/2022 STATEMENT 224.093	R	3/21/2022	60.00		235935		
I-371149	2/25/2022 STATEMENT 224.014	R	3/21/2022	420.00		235935		3,995.00
*** VENDOR TOTALS ***						1 CHECKS		3,995.00
008738	BULB GUY LIGHTING							
I-16790	FLUORESCENT BULBS - PW	R	3/21/2022	117.40		235936		
I-16821	LAMP LIGHTS - PW	R	3/21/2022	30.88		235936		
I-16837	FLUORESCENT BULBS - FAC MAINT	R	3/21/2022	121.00		235936		
I-16889	BALLAST - FAC MAINT	R	3/21/2022	45.54		235936		314.82
*** VENDOR TOTALS ***						1 CHECKS		314.82

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011386	DANIELLE BURMEISTER							
I-3/11/22	RMBSMT-FRIENDS TRIVIA NGHT-KL	R	3/21/2022	229.39		235937		229.39
	*** VENDOR TOTALS ***					1 CHECKS		229.39
000385	CAPITAL CITY EQUIPMENT CO							
I-23738D	BOBCAT STAMP GRINDER PARTS-PW	E	3/23/2022	254.68		004463		254.68
	*** VENDOR TOTALS ***					1 CHECKS		254.68
000453	CARQUEST AUTO PARTS							
I-2330-734702	UNIT #224 PUSHNUT BOLT	R	3/21/2022	8.00		235938		
I-2330-734732	UNIT #103 SENSOR	R	3/21/2022	134.12		235938		
I-2330-734761	UNIT #103 ROTORS/BRAKE PADS	R	3/21/2022	168.32		235938		
I-2330-735415	MACHINE SCREW - PLOW TRUCKS	R	3/21/2022	8.50		235938		318.94
	*** VENDOR TOTALS ***					1 CHECKS		318.94
005278	CDW GOVERNMENT							
I-S353648	NETSKOPE SWG FIREWALL - IT	E	3/23/2022	23,900.00		004489		
I-S764550	ADOBE LICENSING	E	3/23/2022	7,586.94		004489		31,486.94
	*** VENDOR TOTALS ***					1 CHECKS		31,486.94
011378	CENTENNIAL POINTE WEST HOA							
I-02152022	DAMAGE DEPOSIT REFUND	R	3/21/2022	100.00		235939		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
000426	CERTIFIED POWER INC							
I-40512879	STEEL PLATE/HARNESS - PW	R	3/21/2022	347.07		235940		
I-40513143	MIC STF BLK BRD - PW	R	3/21/2022	179.75		235940		
I-40513144	UNIT #224 VALVE BODY REPLACE	R	3/21/2022	5,630.72		235940		6,157.54
	*** VENDOR TOTALS ***					1 CHECKS		6,157.54
001294	CENTRAL IOWA EMS DIRECTORS							
I-DAC-16020	5/12-5/13/22 COURSE-RINEHART	R	3/21/2022	150.00		235941		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
004002	CINTAS CORPORATION							
I-4104574271	12/14/21 SVCS - WASTE WATER	R	3/21/2022	140.84		235942		
I-4104574422	12/14/21 SVCS - ACC	R	3/21/2022	32.27		235942		
I-4105372447	12/21/21 SVCS - ACC	R	3/21/2022	32.27		235942		
I-4105491094	MAT AND UNIFORM SVCS -OC	R	3/21/2022	49.39		235942		
I-4106017079	12/28/21 SVCS - ACC	R	3/21/2022	32.27		235942		
I-4107277889	1/11/22 SVCS - ACC	R	3/21/2022	48.27		235942		
I-4108009453	1/18/22 SVCS - ACC	R	3/21/2022	48.27		235942		
I-4108689467	1/25/22 SVCS - ACC	R	3/21/2022	51.88		235942		
I-4109341860	2/01/22 SVCS - ACC	R	3/21/2022	51.88		235942		
I-4109341863	2/01/22 SVCS - WASTE WATER	R	3/21/2022	178.31		235942		
I-4110070456	2/08/22 SVCS - STREETS	R	3/21/2022	364.00		235942		
I-4110070467	2/08/22 SVCS - ACC	R	3/21/2022	51.88		235942		
I-4110733029	2/15/22 SVCS - STREETS	R	3/21/2022	364.00		235942		

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I-4110733204	2/15/22 SVCS - ACC	R	3/21/2022	51.88		235942		
I-4111410240	2/22/22 SVCS - ACC	R	3/21/2022	51.88		235942		
I-4111410359	2/22/2022 SVCS - STREETS	R	3/21/2022	364.00		235942		
I-4111410395	2/22/22 SVCS - WATER	R	3/21/2022	168.24		235942		
I-4111551197	2/23/22 SVCS - WASTE WATER	R	3/21/2022	131.50		235942		
I-4112108921	3/01/22 SVCS - PARK MAINT	R	3/21/2022	104.78		235942		
I-4112108999	3/01/22 SVCS - WATER	R	3/21/2022	348.21		235942		
I-4112109054	3/01/22 SVCS - ACC	R	3/21/2022	51.88		235942		
I-4112109132	3/01/22 SVCS - STREETS	R	3/21/2022	378.20		235942		
I-4112343311	MAT SERVICES - KL	R	3/21/2022	63.20		235942		
I-4112343681	MAT/UNIFORM SERVICES-OCMNT	R	3/21/2022	36.20		235942		
I-4112744348	3/08/22 SVCS - PSB	R	3/21/2022	61.44		235942		
I-4112744365	3/08/2022 SVCS - CH	R	3/21/2022	58.36		235942		
I-4112750815	3/08/22 SVCS - PARK MAINT	R	3/21/2022	106.45		235942		
I-4113088858	3/10/22 SVCS - KL	R	3/21/2022	63.20		235942		
I-4113089267	3/10/22 SVCS - OTTER CREEK	R	3/21/2022	36.20		235942		
I-5097798028	MEDICAL BOX SUPPLIES - MU	R	3/21/2022	50.83		235942		3,571.98
	*** VENDOR TOTALS ***					1 CHECKS		3,571.98
002726	CITY OF DES MOINES TREASURY							
I-124231	03/2022 WRA MONTHLY ALLCTN	R	3/21/2022	486,723.86		235943		486,723.86
	*** VENDOR TOTALS ***					1 CHECKS		486,723.86
011368	COLTON BOLEY							
I-634	WINDOW CLEANING - KL	R	3/21/2022	3,200.00		235944		3,200.00
	*** VENDOR TOTALS ***					1 CHECKS		3,200.00
009761	CLEAR BROOK COUNSELING PROFESS							
I-OCT 2021-NOV 2021	COUNSELING SVCS 10/22-11/22	R	3/21/2022	1,400.00		235945		1,400.00
	*** VENDOR TOTALS ***					1 CHECKS		1,400.00
000706	RYAN COMER							
I-2/21/22	2/21-2/23/22 PARKING REIMBRSM	R	3/21/2022	30.00		235946		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
009223	COMMERCIAL LIGHTING SERVICES I							
I-32193	FLAG POLE BALL INSTALL - KL	R	3/21/2022	106.25		235947		106.25
	*** VENDOR TOTALS ***					1 CHECKS		106.25
007600	COMMERCIAL SERVICE INNOVATION							
I-47869012822	NITROGEN/BUBBLES - OC	E	3/23/2022	264.75		004497		264.75
	*** VENDOR TOTALS ***					1 CHECKS		264.75

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006379	CON-STRUCT INC							
	I-PAY 3-WW PLNT DEMO PAY 3-WW PLANT PARTIAL DEMO	R	3/21/2022	200,981.52		235948		200,981.52
	*** VENDOR TOTALS ***					1 CHECKS		200,981.52
002559	CONSUMERS ENERGY							
	I-02/02/22-03/01/22 03/08/2022 STATEMENT	E	3/23/2022	2,386.60		004478		2,386.60
	*** VENDOR TOTALS ***					1 CHECKS		2,386.60
009380	COSTAR REALTY INFORMATION INC							
	I-115681918-1 COSTAR ANNUAL - ECO DEV	R	3/21/2022	1,244.25		235949		1,244.25
	*** VENDOR TOTALS ***					1 CHECKS		1,244.25
008408	CRAMER AND ASSOCIATES, INC							
	I-PAY 7-HTT EXT PAY 7-HTT EXT MAG TO ORALABOR	E	3/23/2022	61,186.51		004502		61,186.51
	*** VENDOR TOTALS ***					1 CHECKS		61,186.51
000146	CENTURY HOMES CO							
	I-0540178-IN SEED - PW	R	3/21/2022	1,153.81		235950		1,153.81
	*** VENDOR TOTALS ***					1 CHECKS		1,153.81
001003	DANIELS FILTER SERVICE INC							
	I-103234 FILTERS - FAC MAINT	R	3/21/2022	112.96		235951		
	I-103677 FILTERS OC MAINT - FAC MAINT	R	3/21/2022	42.60		235951		
	I-103809 FURNACE FILTERS - PRSC	R	3/21/2022	53.82		235951		209.38
	*** VENDOR TOTALS ***					1 CHECKS		209.38
009573	EMMA JEAN DANIELS							
	I-03/2022 CLASSES 3/2/22-4/13/22 DANCE CLASS	R	3/21/2022	330.00		235952		330.00
	*** VENDOR TOTALS ***					1 CHECKS		330.00
003099	DELL MARKETING L P							
	I-10567119208 PD SERGEANT PC	R	3/21/2022	1,407.11		235953		
	I-10567437207 PD PATROL LAPTOP	R	3/21/2022	2,954.20		235953		4,361.31
	*** VENDOR TOTALS ***					1 CHECKS		4,361.31
000605	DEMCO INC							
	I-7086982 DBL STCKED BARCODE LABELS-KL	E	3/23/2022	794.57		004466		794.57
	*** VENDOR TOTALS ***					1 CHECKS		794.57
003432	DEPARTMENT OF JUSTICE							
	I-03/08/2022 FORFEIT 03/08/2022 FORFEIT SPCE075214	R	3/21/2022	21.60		235954		21.60
	*** VENDOR TOTALS ***					1 CHECKS		21.60

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010172	SUZANNE BENJAMIN							
I-03/07/22	FY 22 JAN-FEB BALLROOM	E	3/23/2022	1,638.40		004524		1,638.40
	*** VENDOR TOTALS ***					1 CHECKS		1,638.40
000758	DES MOINES IRON & SUPPLY CO							
I-1904663348	ALUM ANGE/FLAT/ROUND - PW	R	3/21/2022	198.26		235955		
I-1904663394	ALUM FLAT/ROUND/PIPE - PW	R	3/21/2022	23.17		235955		
I-1904663680	ALUM FLAT - PW	R	3/21/2022	6.40		235955		
I-1904663944	STEEL FOR KYBO ENCL - PK MAINT	R	3/21/2022	717.40		235955		945.23
	*** VENDOR TOTALS ***					1 CHECKS		945.23
000160	DES MOINES WATER WORKS							
I-000131 2/25/2022	02/25/2022 STATEMENT	R	3/21/2022	775.00		235956		
I-000186 2/25/2022	02/25/2022 STATEMENT	R	3/21/2022	1,170.00		235956		
I-005039 2/28/2022	02/28/2022 STATEMENT	R	3/21/2022	210,379.16		235956		
I-005040 2/28/2022	02/28/2022 STATEMENT	R	3/21/2022	134,884.71		235956		
I-084542 2/28/2022	02/28/2022 STATEMENT	R	3/21/2022	75.00		235956		
I-084793 2/28/2022	02/28/2022 STATEMENT	R	3/21/2022	80,986.96		235956		
I-099890 2/28/2022	02/28/2022 STATEMENT	R	3/21/2022	148,205.98		235956		
I-101656 2/28/2022	02/28/2022 STATEMENT	R	3/21/2022	80,711.27		235956		657,188.08
	*** VENDOR TOTALS ***					1 CHECKS		657,188.08
004568	DOLL DISTRIBUTING LLC							
I-612185	ALCOHOL FOR RESALE - OC	E	3/23/2022	1,411.70		004486		1,411.70
	*** VENDOR TOTALS ***					1 CHECKS		1,411.70
010726	PAUL A DRAKE							
I-2133	NAME PLATES - ENG	E	3/23/2022	40.00		004513		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
006716	TELVENT DTN LLC							
I-6101071	01/01/22-3/31/22 COMMANDER	E	3/23/2022	1,500.00		004495		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
008555	DYNAMIC BRANDS LLC							
I-INV1526659	STOCK MERCH FOR RESALE -OC	R	3/21/2022	522.78		235957		
I-INV1526929	STOCK MERCH FOR RESALE-OC	R	3/21/2022	199.60		235957		
I-INV1527117	STOCK MERCH FOR RESALE -OC	R	3/21/2022	270.00		235957		
I-INV1527354	STOCK MERCH FOR RESALE-OC	R	3/21/2022	173.43		235957		1,165.81
	*** VENDOR TOTALS ***					1 CHECKS		1,165.81
006319	EDWARD DON AND COMPANY							
I-28068957	SUPPLIES/CTNG BRD/MISC-OC	R	3/21/2022	309.08		235958		309.08
	*** VENDOR TOTALS ***					1 CHECKS		309.08

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010735	PREMISE HEALTH SYSTEMS, INC.							
I-179429	WELLNESS SCREENINGS	R	3/21/2022	168.00		235959		168.00
	*** VENDOR TOTALS ***					1 CHECKS		168.00
000185	ELECTRICAL ENGINEERING							
I-7387946-00	CFAC CEILING FAN - PARK MAINT	R	3/21/2022	195.33		235960		195.33
	*** VENDOR TOTALS ***					1 CHECKS		195.33
008036	ENVISIONWARE INC							
I-INV-US-58149	RFID GATE RENEWAL - KL	E	3/23/2022	3,309.88		004501		3,309.88
	*** VENDOR TOTALS ***					1 CHECKS		3,309.88
008855	JAMES EVANS							
I-03/09/22	HDMI ADPTR/DNR LICENSE REIMBRS	E	3/23/2022	58.97		004519		58.97
	*** VENDOR TOTALS ***					1 CHECKS		58.97
002285	FASTENAL COMPANY							
I-IADES412653	CFAC FLOWRIDER HARDWARE-PKM	E	3/23/2022	19.19		004476		19.19
	*** VENDOR TOTALS ***					1 CHECKS		19.19
005631	FBI-LEEDA							
I-200066438	MPO-CLIVE IA 4/2022 SCHNEDEN	R	3/21/2022	795.00		235961		795.00
	*** VENDOR TOTALS ***					1 CHECKS		795.00
000567	FESSLER CARBONIC GAS COMP							
I-0000162501	BEER GAS CYLINDER RENTAL - OC	R	3/21/2022	10.00		235962		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00
008513	FREELAND CORPORATION							
I-208207	PAPER - PARKS	E	3/23/2022	8.91		004503		
I-210610	PAPER - PARKS	E	3/23/2022	83.81		004503		92.72
	*** VENDOR TOTALS ***					1 CHECKS		92.72
009039	FINDAWAY WORLD LLC							
I-381130	MULTIMEDIA - KL	R	3/21/2022	96.94		235963		96.94
	*** VENDOR TOTALS ***					1 CHECKS		96.94
007648	DAIOHS USA INC							
I-596708	COFFEE SERVICES - PW	E	3/23/2022	82.50		004498		
I-598300	COFFEE SERVICES - CH	E	3/23/2022	90.50		004498		173.00
	*** VENDOR TOTALS ***					1 CHECKS		173.00
010286	AT&T MOBILITY II LLC							
I-02272022 FD	1/20/22-2/19/22 STATEMENT - FD	R	3/21/2022	1,131.79		235964		
I-02272022 PD	1/20/22-2/19/22 STATEMENT - PD	R	3/21/2022	2,122.29		235964		3,254.08
	*** VENDOR TOTALS ***					1 CHECKS		3,254.08

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002078	FOTH & VAN DYKE LLC							
I-66017 #22	PAY 22-W 1ST ST WDNG/IMP PH1	E	3/23/2022	45,333.98		004473		45,333.98
	*** VENDOR TOTALS ***					1 CHECKS		45,333.98
011379	FOUNTAINVIEW HOA C/O CINDY SIP							
I-02202022-FV	DAMAGE DEPOSIT REFUND	R	3/21/2022	100.00		235965		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
011377	STRAND ASSOCIATES, INC.							
I-0181407 #11	PAY 11-ANKENY ASR	R	3/21/2022	27,490.50		235966		27,490.50
	*** VENDOR TOTALS ***					1 CHECKS		27,490.50
009388	FRIENDS OF THE GRIMES PUBLIC L							
I-03152022	TIXKEEPER SOFTWARE/AUTHENTICAT	R	3/21/2022	225.00		235967		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
000211	GALE							
I-77392905	MAR THRILLER ADVENTURE 3 PLAN	E	3/23/2022	25.49		004458		
I-77393572	MAR BASIC 8 PLAN	E	3/23/2022	99.71		004458		
I-77393962	MAR CORE 8 PLAN	E	3/23/2022	178.43		004458		
I-77404757	MAR WHEELER HRDCVR 5 PLAN-KL	E	3/23/2022	108.71		004458		
I-77405305	MAR BIOGRAPHY 2 PLAN-KL	E	3/23/2022	50.23		004458		
I-77405537	MAR CHRISTIAN FICTN 4 PLAN-KL	E	3/23/2022	122.95		004458		
I-77412670	MAR CHRISTIAN ROM 3 PLAN-KL	E	3/23/2022	69.72		004458		
I-77413509	MAR FIVE STAR WEST 2 PLAN-KL	E	3/23/2022	38.92		004458		694.16
	*** VENDOR TOTALS ***					1 CHECKS		694.16
003712	GALLS, LLC							
I-020446969	UNIFORM - PD	R	3/21/2022	56.98		235968		
I-020503627	UNIFORM - PD	R	3/21/2022	18.80		235968		
I-020514221	UNIFORM - PD	R	3/21/2022	78.99		235968		
I-020534477	UNIFORM - PD	R	3/21/2022	320.82		235968		
I-020534487	UNIFORM - PD	R	3/21/2022	78.99		235968		
I-020569831	UNIFORM NAMEBAR - FD	R	3/21/2022	17.13		235968		571.71
	*** VENDOR TOTALS ***					1 CHECKS		571.71
008445	WHITNEY R GARCIA							
I-2/28/2022	1/3-2/28/22 MILEAGE REIMBRSMNT	E	3/23/2022	12.87		004518		12.87
	*** VENDOR TOTALS ***					1 CHECKS		12.87
007730	GFSI INC - GEAR FOR SPORTS							
I-41895935	STOCK MERCH FOR RESALE -OC	R	3/21/2022	883.79		235969		
I-41896503	STOCK MERCH FOR RESALE-OC	R	3/21/2022	926.89		235969		1,810.68
	*** VENDOR TOTALS ***					1 CHECKS		1,810.68

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009366	GEMPLER'S INC							
I-INV0004492407	TRASH CANS - PRSC	E	3/23/2022	424.34		004506		424.34
	*** VENDOR TOTALS ***					1 CHECKS		424.34
001775	GENERAL FIRE AND SAFETY							
I-60975	EXTINGUISHERS - FS#2	E	3/23/2022	475.00		004469		
I-60979	ANNUAL MAINT/PIN/STRP-FS #3	E	3/23/2022	356.50		004469		
I-60980	HOOD/FIRE EXTINGSHR MAINT - OC	E	3/23/2022	2,058.00		004469		2,889.50
	*** VENDOR TOTALS ***					1 CHECKS		2,889.50
011380	GEORGETOWN TOWNHOMES							
I-02152022-GT	DAMAGE DEPOSIT REFUND	R	3/21/2022	100.00		235970		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
002050	GLOBAL EQUIPMENT COMPANY							
I-118843409	DRAIN CLEANER - FAC MAINT	R	3/21/2022	481.95		235971		481.95
	*** VENDOR TOTALS ***					1 CHECKS		481.95
004208	GLOCK PROFESSIONAL INC							
I-TRP/100162698	INSTR WORKSHOP-R ARENDSE	R	3/21/2022	500.00		235972		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
009054	GPS INDUSTRIES LLC							
I-LEASE0025003	3/1/22-3/31/22 VISAGE GPS RNTL	R	3/21/2022	2,376.00		235973		2,376.00
	*** VENDOR TOTALS ***					1 CHECKS		2,376.00
000227	GRAINGER							
C-9232171810	CR: WEATHERPROOF SPEAKER-CG	E	3/23/2022	105.40CR		004459		
I-9204968060	CTRL STATION - PW	E	3/23/2022	59.86		004459		
I-9208811225	EAR PLUGS - PARK MAINT	E	3/23/2022	39.10		004459		
I-9223677114	WEATHERPROOF SPEAKER - CG	E	3/23/2022	105.40		004459		
I-9237841920	AIR COMPRESSOR PARTS-FAC MAINT	E	3/23/2022	338.91		004459		437.87
	*** VENDOR TOTALS ***					1 CHECKS		437.87
009448	PAULA KAY CASKEY							
I-3A	BABY BLANKETS - FD	R	3/21/2022	208.20		235974		
I-3B	ADDING PATCH TO BABY BLNKTS-FD	R	3/21/2022	72.00		235974		280.20
	*** VENDOR TOTALS ***					1 CHECKS		280.20
001815	HAWKEYE TRUCK EQUIPMENT							
I-152770	PLOW BLADE - PARK MAINT	R	3/21/2022	92.00		235975		92.00
	*** VENDOR TOTALS ***					1 CHECKS		92.00

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008069	HENDERSON PRODUCTS INC							
I-352966	SPARE PARTS FOR PLOW TRUCKS	R	3/21/2022	932.56		235976		932.56
	*** VENDOR TOTALS ***					1 CHECKS		932.56
011373	VIRGINIA HOLT							
I-AFD24139	COPAY REFUND - FD	R	3/21/2022	350.00		235977		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
003098	HOTSY CLEANING SYSTEMS IN							
C-12/28/21 ACCT CRCT	CR: DBL PAY INV 0204656-IN	E	3/23/2022	96.14CR		004481		
I-0205621-IN	WASHER/HANDLE - PW	E	3/23/2022	581.97		004481		
I-0205919-IN	PUMP/VALVE MAINTENANCE - PW	E	3/23/2022	537.10		004481		1,022.93
	*** VENDOR TOTALS ***					1 CHECKS		1,022.93
004386	HOUSBY HEAVY EQUIPMENT LLC							
C-P34040	CR: PLUG - CG	E	3/23/2022	84.26CR		004485		
C-W11412	CREDIT ON ACCOUNT -PW	E	3/23/2022	899.04CR		004485		
I-P33976	UNIT #252 WEAR PLAT	E	3/23/2022	837.89		004485		
I-P33977	UNIT #664 VLAVE/CNNCTR KIT/PLG	E	3/23/2022	814.06		004485		
I-P33984	UNIT #664 HINGE/LOCK/FLAP	E	3/23/2022	188.52		004485		
I-P34050	UNIT #252 GAS SPRING/RING	E	3/23/2022	572.71		004485		1,429.88
	*** VENDOR TOTALS ***					1 CHECKS		1,429.88
005531	HR GREEN INC							
I-150802	WALKABILITY STUDY - PH 3	E	3/23/2022	1,711.00		004492		1,711.00
	*** VENDOR TOTALS ***					1 CHECKS		1,711.00
005515	BRIAN W HUGGINS							
I-3/8/2022	3/8/22 MEAL REIMBURSEMENT	R	3/21/2022	13.86		235978		13.86
	*** VENDOR TOTALS ***					1 CHECKS		13.86
010133	HUNDEN STRATEGIC PARTNERS, INC							
I-11629 V2	SPORTS FEASIBILITY STUDY #5	E	3/23/2022	2,900.00		004511		2,900.00
	*** VENDOR TOTALS ***					1 CHECKS		2,900.00
000253	HY-VEE INC							
I-5862665283	COFFEE/UTENCILS - PW	R	3/21/2022	49.11		235979		49.11
	*** VENDOR TOTALS ***					1 CHECKS		49.11
009565	INFOSEND INCORPORATED							
I-208096	02/2022 MAIL SERVICES	R	3/21/2022	9,943.05		235980		9,943.05
	*** VENDOR TOTALS ***					1 CHECKS		9,943.05

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000266	INTERSTATE BATTERY SYSTEM							
I-40207506	BATTERY - CG	E	3/23/2022	129.95		004460		129.95
	*** VENDOR TOTALS ***					1 CHECKS		129.95
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4312552	ALCOHOL FOR RESALE - OC	R	3/21/2022	1,791.80		235981		1,791.80
	*** VENDOR TOTALS ***					1 CHECKS		1,791.80
005403	IOWA COMMUNITIES ASSURANCE POO							
I-ICP047499A2	ICAP DEDUCTIBLE ICP047499A2	E	3/23/2022	10,000.00		004490		10,000.00
	*** VENDOR TOTALS ***					1 CHECKS		10,000.00
001120	IOWA DEPARTMENT OF COMMER							
I-FY22/23 LC0036836	FY22/23 LIQUOR LICENSE RNWL-OC	D	3/10/2022	2,028.00		001900		2,028.00
	*** VENDOR TOTALS ***					1 CHECKS		2,028.00
009620	IOWA DEPARTMENT OF HUMAN SERVI							
I-04 2022	04/2022 STATE SHARE GEMT PMT	E	3/23/2022	13,232.94		004509		13,232.94
	*** VENDOR TOTALS ***					1 CHECKS		13,232.94
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0007763	PAINT/RAG/TRASH BAG - PW	R	3/21/2022	380.38		235982		380.38
	*** VENDOR TOTALS ***					1 CHECKS		380.38
003984	IOWA FIRE CHIEFS' ASSOCIATION							
I-03/2022	ANNUAL RENEWAL - CHIEF CLACK	R	3/21/2022	25.00		235983		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV82487	FY22 411 MED DED FEB	R	3/21/2022	599.71		235984		
I-INV82488	FY20 MED DED FEB	R	3/21/2022	1,138.28		235984		
I-INV82489	FY22 MED DED FEB	R	3/21/2022	525.47		235984		2,263.46
	*** VENDOR TOTALS ***					1 CHECKS		2,263.46
003226	IOWA ONE CALL							
I-239388	1/31/2022 FTP - MU	E	3/23/2022	2,407.50		004482		2,407.50
	*** VENDOR TOTALS ***					1 CHECKS		2,407.50
001625	IOWA PARKS & RECREATION							
I-3764	CPO SCHOOL - J. SUEFERER	R	3/21/2022	340.00		235985		340.00
	*** VENDOR TOTALS ***					1 CHECKS		340.00
009161	CAMPBELL SUPPLY COMPANY							
I-INV-00021742	UNIT #740 FUEL FLTR/ELEMENT	R	3/21/2022	764.60		235986		764.60
	*** VENDOR TOTALS ***					1 CHECKS		764.60

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000272	IOWA PRISON INDUSTRIES							
I-031483	SIGNS AC/PRSC	R	3/21/2022	601.00		235987		
I-031638	MCMURRAY SIGN - PARKS	R	3/21/2022	23.00		235987		624.00
	*** VENDOR TOTALS ***					1 CHECKS		624.00
011385	IOWA STATE UNIVERSITY							
I-03/08-03/18/22	TRAVEL EXHIBIT RENTAL - KL	R	3/21/2022	50.00		235988		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
005635	IA ASSOC OF CODE ENFORCEMENT							
I-FY22 RNWL-AD	FY22 IOWACE MBR RNWL-A DAUGHEN	R	3/21/2022	55.00		235989		
I-FY22 RNWL-AW	FY22 IOWACE MBR RNWL-A WINKELS	R	3/21/2022	55.00		235989		
I-FY22 RNWL-BP	FY22 IOWACE MBR RNWL-B PRUISMA	R	3/21/2022	55.00		235989		
I-FY22 RNWL-JC	FY22 IOWACE MBR RNWL-J CABEEN	R	3/21/2022	55.00		235989		220.00
	*** VENDOR TOTALS ***					1 CHECKS		220.00
010037	I & S GROUP, INC							
I-79668	PEG REPORT - HTT PARK	R	3/21/2022	5,000.00		235990		5,000.00
	*** VENDOR TOTALS ***					1 CHECKS		5,000.00
007827	JEO CONSULTING GROUP INC							
I-201512.00 #8	PAY 8-SE DELAWARE AVE HMA WDNG	E	3/23/2022	2,690.00		004499		2,690.00
	*** VENDOR TOTALS ***					1 CHECKS		2,690.00
009201	KIESLER POLICE SUPPLY INC							
I-IN185971	FEDERAL 12 GA BS AMMO - PD	E	3/23/2022	1,135.80		004504		1,135.80
	*** VENDOR TOTALS ***					1 CHECKS		1,135.80
011301	KNIGHT ELECTRIC LLC							
I-21-3936-ELE	ELECTRIC PERMIT REIMBURSEMENT	R	3/21/2022	80.00		235991		
I-21-3937-ELE	ELECTRIC PERMIT REIMBURSEMENT	R	3/21/2022	80.00		235991		
I-21-3938-ELE	ELECTRICAL PERMIT	R	3/21/2022	80.00		235991		
I-21-6706-ELE	ELECTRICAL PERMIT	R	3/21/2022	80.00		235991		320.00
	*** VENDOR TOTALS ***					1 CHECKS		320.00
010104	KONE INC							
I-962153127	MAINTENANCE 3/1/22-2/28/23	R	3/21/2022	7,740.00		235992		7,740.00
	*** VENDOR TOTALS ***					1 CHECKS		7,740.00
011370	KERIDAE KRAFT							
I-21-0511-RTL	RENTAL HOUSING CERTIFICATE	R	3/21/2022	50.00		235993		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00

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001650	NATHAN R LAMPE							
I-2/21/2022	2/21/22 MEAL REIMBURSEMENT	R	3/21/2022	47.49		235994		
I-2/24/2022	2/24/2022 MEAL REIMBURSEMENT	R	3/21/2022	14.53		235994		62.02
	*** VENDOR TOTALS ***					1 CHECKS		62.02
002368	LAWSON PRODUCTS INC							
I-9309272821	HOSE CLAMP/FUSE/LINK/PRFL - CG	E	3/23/2022	97.60		004477		
I-9309275421	HOSE CLAMP - CG	E	3/23/2022	4.60		004477		102.20
	*** VENDOR TOTALS ***					1 CHECKS		102.20
000402	LINDE GAS & EQUIPMENT							
I-68700301	JAN-FEB 2022 EMS OXYGEN	R	3/21/2022	1,019.53		235995		
I-69258500	1/20/22-2/20/22 RENTALS - PKS	R	3/21/2022	39.76		235995		1,059.29
	*** VENDOR TOTALS ***					1 CHECKS		1,059.29
000285	LUBE-TECH & PARTNERS LLC							
I-2855031	UNIT #247 MOB THERM	E	3/23/2022	268.84		004461		268.84
	*** VENDOR TOTALS ***					1 CHECKS		268.84
002207	MANATTS INC							
I-5052835	2/01/2022 D57-C20	E	3/23/2022	1,022.00		004474		
I-5053204	2/17/22 D-57 NO ASH CL3	E	3/23/2022	906.00		004474		
I-5053512	3/02/22 D57-C20	E	3/23/2022	903.50		004474		
I-5053629	3/04/2022 D57-C20	E	3/23/2022	546.50		004474		3,378.00
	*** VENDOR TOTALS ***					1 CHECKS		3,378.00
000497	MANUFACTURERS' NEWS INC							
I-709208-00-2022	2022 IA MANUFACTURERS REGISTER	R	3/21/2022	134.90		235996		134.90
	*** VENDOR TOTALS ***					1 CHECKS		134.90
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-23987	FEB 2022 SERVICES	E	3/23/2022	2,469.62		004470		2,469.62
	*** VENDOR TOTALS ***					1 CHECKS		2,469.62
004747	MENARDS							
I-62264	SEUFERER UNIFORM - PARK MAINT	R	3/21/2022	166.61		235997		
I-63251	CAP/PLUG/BIN - PW	R	3/21/2022	27.10		235997		
I-63286	LUMBER/SCREWS - PW	R	3/21/2022	117.44		235997		
I-63287	PINE BOARD - PW	R	3/21/2022	14.99		235997		
I-63310	LIGHT SWITCH/SCREWDRIVERS-PW	R	3/21/2022	71.41		235997		
I-63346	STEEL PIPE/BLADE - PW	R	3/21/2022	41.97		235997		
I-63377	STACK BIN/SHELF BIN/RATCHET-PW	R	3/21/2022	46.90		235997		
I-63391	TOOL HOLDER/RAIL - PW	R	3/21/2022	24.98		235997		
I-63548	PLUG/CNCTR/KNOB - PW	R	3/21/2022	51.31		235997		
I-63625	PADLOCK - FUEL STATION	R	3/21/2022	24.99		235997		
I-63640	HANGER/CABNET/FORMLA/VNGR-PW	R	3/21/2022	40.70		235997		
I-63683	CONCRETE PATCH/WRENCH-FAC MAIN	R	3/21/2022	75.94		235997		
I-63723	RATCHET/KEY SET/STRAP/BIT-PW	R	3/21/2022	71.81		235997		

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I-63806	RAIN CAP/HACKSAW - PW	R	3/21/2022	91.98		235997		
I-63911	LIGHT SWITCH - FAC MAINT	R	3/21/2022	5.98		235997		
I-63918	USB/PEN LIGHT - CG	R	3/21/2022	87.94		235997		
I-63932	WATER SHUT OFFS - FAC MAINT	R	3/21/2022	15.98		235997		
I-63975	SCREW/FLIPTOGGLE - FAC MAINT	R	3/21/2022	13.48		235997		
I-64022	SHOP WORKBENCH BUILD - PK MAIN	R	3/21/2022	97.81		235997		
I-64066	FLAG POLE SNAPS - FAC MAINT	R	3/21/2022	20.94		235997		
I-64071	MTL CUT/PUFFS/TLT PPR/TWL-MU	R	3/21/2022	130.38		235997		
I-64126	BLUEDEF/OWL/GALV/TAPE - MU	R	3/21/2022	103.59		235997		
I-64247	SWITCHES/COVER PLATES-FAC MAIN	R	3/21/2022	153.70		235997		
I-64249	CONCRETE/SHOVEL/CLIPS - MU	R	3/21/2022	112.89		235997		
I-64273	LUMBER - PW	R	3/21/2022	107.97		235997		
I-64309	CONCRETE MIX - MU	R	3/21/2022	19.44		235997		
I-64311	PPR/PAINT/2X4/WSHR/FORKS-PRSC	R	3/21/2022	433.62		235997		
I-64317	CLR/SPRAY BOTTLE - PD	R	3/21/2022	22.99		235997		
I-64359	BAG/PAIL/CONTR/BLADE/HAMMR-MU	R	3/21/2022	254.94		235997		
I-64365	LED LIGHTS - FAC MAINT	R	3/21/2022	73.95		235997		
I-64370	MAT/SCWDRVR/PLIER/PAIL - MU	R	3/21/2022	90.60		235997		
I-64374	PORTABLE RR PARTS - PARK MAINT	R	3/21/2022	116.54		235997		
I-64379	GAS CAN/SPOUT/RODS - PW	R	3/21/2022	40.90		235997		
I-64445	LIGHT SWITCHES - FAC MAINT	R	3/21/2022	107.60		235997		
I-64465	ACRYLIC PANEL - PRSC	R	3/21/2022	11.44		235997		2,890.81
	*** VENDOR TOTALS ***					1 CHECKS		2,890.81
007664	MERCY NORTH PHARMACY							
I-2/11/2022	EMS SUPPLIES - FD	R	3/21/2022	1,226.54		235999		
I-3/4/2022	EMS SUPPLIES - FD	R	3/21/2022	503.72		235999		1,730.26
	*** VENDOR TOTALS ***					1 CHECKS		1,730.26
009296	MERRITT COMPANY INC							
I-61577	TOWELS/SOAP/TOILET PAPER - PSB	R	3/21/2022	515.68		236000		
I-61578	TOWELS - PW	R	3/21/2022	70.74		236000		586.42
	*** VENDOR TOTALS ***					1 CHECKS		586.42
001931	METRO WASTE AUTHORITY							
I-31746278	02/2022 YARD WASTE	E	3/23/2022	100.50		004472		
I-31746356	02/2022 CONSTRUCTION/DEMO	E	3/23/2022	154.28		004472		
I-31746442	02/2022 CONSTRUCTION/DEMO	E	3/23/2022	145.54		004472		
I-31746535	02/2022 COMMERCIAL	E	3/23/2022	155.81		004472		
I-70019242	02/2022 MONTHLY CURB IT FEE	E	3/23/2022	84,766.99		004472		85,323.12
	*** VENDOR TOTALS ***					1 CHECKS		85,323.12
003479	MID IOWA PETROLEUM EQUIPMENT L							
I-4077	DOOR ASSEMBLY - CG	E	3/23/2022	109.09		004484		109.09
	*** VENDOR TOTALS ***					1 CHECKS		109.09

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000945	MIDWEST WHEEL COMPANIES							
C-2591819-00	CR: CAST SHOE CORS-FIRE TRUCK	R	3/21/2022	608.00CR		236001		
C-2611307-00	UNIT #647 CORES	R	3/21/2022	82.00CR		236001		
C-2690696-00	CR: UNIT #247 HOUSING	R	3/21/2022	52.52CR		236001		
I-2617710-00	PLOW TRUCKS-WELDED CLEVIS	R	3/21/2022	117.40		236001		
I-2629912-00	UNIT #163 SPACER/TORQUE ARM	R	3/21/2022	152.58		236001		
I-2631613-00	UNIT #123 TUBE/CLAMP/CEMENT	R	3/21/2022	73.22		236001		
I-2699465-00	UNIT #121 LONG STROKE COMPLET	R	3/21/2022	315.96		236001		
I-2704969-00	UNIT #247 H-D KIT	R	3/21/2022	668.84		236001		
I-2725132-00	UNIT #71 FRONT/REAR FLAPS	R	3/21/2022	67.92		236001		653.40
	*** VENDOR TOTALS ***					1 CHECKS		653.40
1	LEGVOLD, MARITZA							
I-000202203148387	US REFUND	R	3/14/2022	97.29		235870		97.29
1	ACTON, ROBERT							
I-000202203168399	US REFUND	R	3/21/2022	62.32		235879		62.32
1	ADAIR, KODY							
I-000202203168410	US REFUND	R	3/21/2022	92.39		235880		92.39
1	BAKER, NIYA							
I-000202203168393	US REFUND	R	3/21/2022	55.08		235881		55.08
1	BAUGE, CARTER							
I-000202203168400	US REFUND	R	3/21/2022	48.66		235882		48.66
1	BOETTGER, ALICIA							
I-000202203168402	US REFUND	R	3/21/2022	7.92		235883		7.92
1	CLAASSEN, JOSIE							
I-000202203168394	US REFUND	R	3/21/2022	50.73		235884		50.73
1	CRUIKSHANK, TED							
I-000202203168414	US REFUND	R	3/21/2022	55.07		235885		55.07
1	FREESE, CAROLINA							
I-000202203168409	US REFUND	R	3/21/2022	100.00		235886		100.00
1	FUENTES, CARLOS							
I-000202203168416	US REFUND	R	3/21/2022	35.18		235887		35.18
1	GARNETT, ZACH							
I-000202203168419	US REFUND	R	3/21/2022	49.06		235888		49.06

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	GUTKNECHT, NICKI							
	I-000202203168420 US REFUND	R	3/21/2022	60.50		235889		60.50
1	HEAT PROPERTIES LLC							
	I-000202203168408 US REFUND	R	3/21/2022	41.17		235890		41.17
1	HEMMINGSSEN, MATT							
	I-000202203168401 US REFUND	R	3/21/2022	41.44		235891		41.44
1	HOFFMANN, NICOLE							
	I-000202203168406 US REFUND	R	3/21/2022	60.09		235892		60.09
1	HOMEWOOD, BRANDON							
	I-000202203168397 US REFUND	R	3/21/2022	100.00		235893		100.00
1	HORSTMANN, RANDALL &							
	I-000202203168398 US REFUND	R	3/21/2022	23.77		235894		23.77
1	KILLPACK, JEFF & TRA							
	I-000202203168413 US REFUND	R	3/21/2022	98.31		235895		98.31
1	KUHLMANN, JESSICA							
	I-000202203168392 US REFUND	R	3/21/2022	99.93		235896		99.93
1	LANSMAN, AMANDA							
	I-000202203168391 US REFUND	R	3/21/2022	50.09		235897		50.09
1	LONG, STEVE							
	I-000202203168422 US REFUND	R	3/21/2022	39.91		235898		39.91
1	LUPKES, SOPHIA							
	I-000202203168390 US REFUND	R	3/21/2022	60.13		235899		60.13
1	MANTLO, CALEB							
	I-000202203168405 US REFUND	R	3/21/2022	328.29		235900		328.29
1	MARYNIUK, TAMI & WAY							
	I-000202203168407 US REFUND	R	3/21/2022	28.55		235901		28.55
1	MCDERMOTT, JACK							
	I-000202203168412 US REFUND	R	3/21/2022	48.25		235902		48.25
1	MILLER, AUTUMN							
	I-000202203168418 US REFUND	R	3/21/2022	63.98		235903		63.98

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1	PARLEE, JESSICA							
I-000202203168421	US REFUND	R	3/21/2022	82.49		235904		82.49
1	PHILLIPS, THOMAS							
I-000202203168415	US REFUND	R	3/21/2022	78.73		235905		78.73
1	SABLE, AMBER & JOHN							
I-000202203168411	US REFUND	R	3/21/2022	109.47		235906		109.47
1	SCHLESSELMAN, HOLLAN							
I-000202203168417	US REFUND	R	3/21/2022	26.70		235907		26.70
1	SCHOOLEY, ALEX							
I-000202203168403	US REFUND	R	3/21/2022	36.43		235908		36.43
1	SMITH, GLEN							
I-000202203168395	US REFUND	R	3/21/2022	16.64		235909		16.64
1	THOMPSON, MEGAN							
I-000202203168389	US REFUND	R	3/21/2022	51.98		235910		51.98
1	VANDERSNICK, ASHTYN							
I-000202203168396	US REFUND	R	3/21/2022	65.05		235911		65.05
1	WAYPOINT HOMES							
I-000202203168404	US REFUND	R	3/21/2022	79.70		235912		79.70
	*** VENDOR TOTALS ***					35 CHECKS		2,345.30
006756	MTI DISTRIBUTING INC							
I-1335188-00	VENTRAC PARTS-OC MAINT	R	3/21/2022	1,128.96		236002		
I-1335414-00	STREET SUPPLIES - PW	R	3/21/2022	150.57		236002		
I-1335444-00	UNIT #877 AXLE/BEARNG/SHIM	R	3/21/2022	151.22		236002		
I-1335444-01	UNIT #877 BEARING/SHIM	R	3/21/2022	29.93		236002		
I-1335444-02	UNIT #877 SHIM - OC	R	3/21/2022	17.87		236002		
I-1336241-00	UNIT #861 MOUNT ROLLER	R	3/21/2022	130.98		236002		
I-1336241-01	UNIT #861 ROLLER/BRKT	R	3/21/2022	301.28		236002		1,910.81
	*** VENDOR TOTALS ***					1 CHECKS		1,910.81
002032	MUNICIPAL COLLECTIONS OF AMERI							
I-54685	02/22 COLLECTION FEES	R	3/21/2022	223.20		236003		223.20
	*** VENDOR TOTALS ***					1 CHECKS		223.20
000350	MUNICIPAL SUPPLY INC							
I-0825541-IN	METERS - MU	R	3/21/2022	38,282.50		236004		
I-0826193-IN	TUBE CUTTER/SHOVEL/WRENCH-MU	R	3/21/2022	278.65		236004		
I-0826194-IN	MISC SUPPLIES - MU	R	3/21/2022	224.00		236004		
I-0826696-IN	MISC SUPPLIES - MU	R	3/21/2022	498.20		236004		
I-0826919-IN	MISC SUPPLIES - MU	R	3/21/2022	3,724.50		236004		43,007.85
	*** VENDOR TOTALS ***					1 CHECKS		43,007.85

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003057	NAPA AUTO PARTS							
C-2986-00-680039	CR: CABIN AIR FILTER - CG	R	3/21/2022	21.38CR		236005		
C-2986-00-680047	CR: ALTERNATOR CORE - CG	R	3/21/2022	38.50CR		236005		
C-2986-00-680776	CR: WARRANTY FROM 5/13/2020	R	3/21/2022	113.00CR		236005		
I-2986-00-680392	NTH CRIM/JAW - CG	R	3/21/2022	47.31		236005		
I-2986-00-680594	SKID TAPE - CG	R	3/21/2022	23.99		236005		
I-2986-00-680631	SEALED BEAMS - CG	R	3/21/2022	27.30		236005		
I-2986-00-680632	CABLE TIES - CG	R	3/21/2022	131.97		236005		
I-2986-00-680683	FUSES - CG	R	3/21/2022	27.92		236005		
I-2986-00-680739	UNITS 861/855 AIR/OIL FILTERS	R	3/21/2022	34.82		236005		
I-2986-00-680818	OIL FILTER - CG	R	3/21/2022	3.56		236005		
I-2986-00-680852	CB185-150 CIR/BRKR - CG	R	3/21/2022	94.98		236005		
I-2986-00-680879	UNIT #62 MUFFLER	R	3/21/2022	58.92		236005		
I-2986-00-680883	UNIT #62 U-BOLT	R	3/21/2022	6.18		236005		
I-2986-00-680978	UNIT #271 TITAN BLADE	R	3/21/2022	23.99		236005		
I-2986-681023	UNIT #225 HOSE FITTINGS	R	3/21/2022	31.83		236005		
I-2986-681027	LECTRA MOTIVE CLEANER - CG	R	3/21/2022	56.94		236005		
I-2986-681055	UNIT 815/818 SPRK PLG /OIL	R	3/21/2022	39.40		236005		
I-2986-681089	UNIT #647 CB185-100 CIR/BRKR	R	3/21/2022	49.99		236005		
I-2986-681107	NFD OIL DRY - CG	R	3/21/2022	76.08		236005		
I-2986-681212	UNIT #655 IDLER PULLEY	R	3/21/2022	42.03		236005		604.33
	*** VENDOR TOTALS ***					1 CHECKS		604.33
000367	O'HALLORAN INTERNATIONAL							
I-20280	UNIT #251 BELLHOUSING	E	3/23/2022	5,941.38		004462		
I-31P146212	UNIT #223 PIPE SHIELD	E	3/23/2022	55.69		004462		
I-31P146727	UNIT #223 BOLT SEMS/NUT	E	3/23/2022	49.50		004462		
I-31P146930	UNIT #647 PARTS	E	3/23/2022	1,351.81		004462		7,398.38
	*** VENDOR TOTALS ***					1 CHECKS		7,398.38
003727	OFFICE DEPOT INC							
C-227746574001	CR: PAPER - CH	R	3/21/2022	36.99CR		236006		
I-224488623003	PLASTIC KNIVES - CH	R	3/21/2022	2.55		236006		
I-227645878001	PAPER - CH	R	3/21/2022	36.99		236006		
I-227996707001	DESK RISER - PD	R	3/21/2022	389.99		236006		
I-227997814001	TOWELS - PD	R	3/21/2022	310.40		236006		
I-228486505001	DESK PAD/TAPE - CD	R	3/21/2022	37.49		236006		
I-228545401001	DISINFECTING WIPES/KLEENEX-KL	R	3/21/2022	132.94		236006		
I-228549930001	STORAGE BAG - KL	R	3/21/2022	12.98		236006		
I-228615787001	PAPER/PENS/MRKR/UTENCILS-PW	R	3/21/2022	144.39		236006		
I-229601008001	TAPE/INK/BAGS - KL	R	3/21/2022	103.76		236006		
I-230019637001	PPR TWL/TAPE/FASTENER - CH	R	3/21/2022	53.96		236006		
I-230770357001	CASE JACKETS - PD	R	3/21/2022	341.10		236006		
I-231961712001	CUP/PLATE/UTENCILS/PEN/PPR-CH	R	3/21/2022	65.29		236006		1,594.85
	*** VENDOR TOTALS ***					1 CHECKS		1,594.85

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007878	OVERDRIVE INC							
I-06497C022065971	MULTIMEDIA - KL	R	3/21/2022	890.70		236007		890.70
	*** VENDOR TOTALS ***					1 CHECKS		890.70
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-80054408	BEVERAGES FOR RESALE - OC	E	3/23/2022	88.20		004480		
I-80659157	BEVERAGES FOR RESALE - OC	E	3/23/2022	730.61		004480		818.81
	*** VENDOR TOTALS ***					1 CHECKS		818.81
009158	PERFORMANCE FOODSERVICE - THOM							
I-6908122	FOOD/SUPPLIES FOR RESALE-OC	R	3/21/2022	561.26		236008		561.26
	*** VENDOR TOTALS ***					1 CHECKS		561.26
000384	PITNEY BOWES INC							
I-1020254133	12/31/21-3/30/22 RENTALS - PSB	R	3/21/2022	156.00		236009		
I-1020258483	10/1/21-3/31/22 RENTALS-CH	R	3/21/2022	213.78		236009		
I-1020268497	1/1/22-3/31/22 RENTALS - CH	R	3/21/2022	117.00		236009		486.78
	*** VENDOR TOTALS ***					1 CHECKS		486.78
009011	THE PITNEY BOWES RESERVE ACCOU							
I-03/2022 POSTAGE-CD PSB POSTAGE-COMTY DEV		R	3/21/2022	1,000.00		236010		
I-03/2022 POSTAGE-PK PSB POSTAGE-PKS		R	3/21/2022	1,000.00		236010		
I-03/2022 POSTAGE-PW PSB POSTAGE-PW		R	3/21/2022	1,000.00		236010		3,000.00
	*** VENDOR TOTALS ***					1 CHECKS		3,000.00
000671	PLUMB SUPPLY COMPANY - DM							
I-7754111	FLUSH VALVES - FAC MAINT	R	3/21/2022	587.52		236011		
I-7771754	TUBE CUTTERS - MU	R	3/21/2022	72.26		236011		
I-7847506	TOILET PARTS - FAC MAINT	R	3/21/2022	358.20		236011		
I-7850381	TOILET PARTS - FAC MAINT	R	3/21/2022	165.96		236011		
I-7850782	TOILET PARTS - FAC MAINT	R	3/21/2022	41.49		236011		
I-7851422	TOILET PARTS - FAC MAINT	R	3/21/2022	165.96		236011		
I-7852209	URINAL PARTS - FAC MAINT	R	3/21/2022	124.47		236011		
I-7854375	URINAL DIAPHRAGM KIT-FAC MAINT	R	3/21/2022	41.49		236011		
I-7871989	SPLASH PAD SUPPLIES - PK MAINT	R	3/21/2022	143.37		236011		
I-7937137	SHOP BACKFLOW PARTS - PK MAINT	R	3/21/2022	27.23		236011		
I-7940256	FITTING FOR BACK FLOW-FAC MAIN	R	3/21/2022	312.73		236011		
I-7942195	BACKFLOW PARTS - LAKESIDE	R	3/21/2022	136.13		236011		
I-7945273	URINAL KIT/CLO KIT/VAC - PRSC	R	3/21/2022	235.90		236011		
I-7949723	VAC BRKR REPR KIT - PRSC	R	3/21/2022	9.52		236011		2,422.23
	*** VENDOR TOTALS ***					1 CHECKS		2,422.23
003760	POLK COUNTY TREASURER							
I-B22-00285	BLOOD DRAW - N. HURT	R	3/21/2022	150.00		236012		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00

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008508	JOSEPH G POLLARD CO INC							
I-WW024939	FEED CUTTER - MU	R	3/21/2022	56.45		236013		56.45
	*** VENDOR TOTALS ***					1 CHECKS		56.45
009386	POMP'S TIRE SERVICE, INC							
C-1400073684	CR: UNIT #132 CASING CREDIT	E	3/23/2022	495.90CR		004507		
I-1400072384	TIRES/BEADS-FIRE TRAILER/SHOP	E	3/23/2022	448.50		004507		
I-1400073867	UNIT #273 FLAT TIRE REPAIR	E	3/23/2022	41.00		004507		
I-1400074701	UNIT #265 TIRES	E	3/23/2022	900.60		004507		894.20
	*** VENDOR TOTALS ***					1 CHECKS		894.20
000390	POSTMASTER							
I-03/09/2022	2022 SPRING/SUMMER GUIDE PSTG	R	3/15/2022	4,899.72		235869		4,899.72
	*** VENDOR TOTALS ***					1 CHECKS		4,899.72
006390	QUILL CORPORATION							
I-23099623	LASER WHITE LABELS-P&R	R	3/21/2022	37.34		236014		37.34
	*** VENDOR TOTALS ***					1 CHECKS		37.34
001768	ROGNES CORPORATION							
I-#1-OC SAN SEW P3	PAY 1-OC SANITARY SEWER IMP P3	R	3/21/2022	440,970.53		236015		440,970.53
	*** VENDOR TOTALS ***					1 CHECKS		440,970.53
001238	JIM SCHMITT							
I-2/21/2022	2/21-2/23/22 PARKING REIMBSMNT	R	3/21/2022	30.00		236016		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
000791	COREY J SCHNEDEN							
I-3/08/2022	3/8-3/9/22 MEAL REIMBRSMNT	R	3/21/2022	20.80		236017		20.80
	*** VENDOR TOTALS ***					1 CHECKS		20.80
002217	SENECA COMPANIES							
I-1913986 RI	FUEL STATION NOZZLES/HOSES	E	3/23/2022	667.35		004475		667.35
	*** VENDOR TOTALS ***					1 CHECKS		667.35
004842	THE SHERWIN-WILLIAMS CO							
I-8792-6	PAINT - PARK RR	R	3/21/2022	60.33		236018		60.33
	*** VENDOR TOTALS ***					1 CHECKS		60.33
001103	SHRED-IT							
I-8000706200	12/08/21 SHREDDING - PD	R	3/21/2022	57.44		236019		
I-8001096675	2/02/22 SHREDDING - PD	R	3/21/2022	56.95		236019		114.39
	*** VENDOR TOTALS ***					1 CHECKS		114.39

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001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2022-IC-0075	FEBRUARY 2022 SUPPLEMENT - CC	E	3/23/2022	137.00		004471		137.00
	*** VENDOR TOTALS ***					1 CHECKS		137.00
011367	ERIN PORT							
I-03/01/2022CLASS	3/1/22 CLASS - KL	R	3/21/2022	100.00		236020		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
001074	SKARSHAUG TESTING LABORATORY							
I-257752	HIGH VOLTAGE TESTING - PW	R	3/21/2022	420.00		236021		420.00
	*** VENDOR TOTALS ***					1 CHECKS		420.00
000990	SNYDER & ASSOCIATES INC							
I-120.0274.01A-1	HTT - LANDSCAPING	E	3/23/2022	3,635.50		004467		3,635.50
	*** VENDOR TOTALS ***					1 CHECKS		3,635.50
001280	SPRAYER SPECIALTIES INC							
I-1143234-IN	VIVE STEM/C2-BLUE/SEAL/HOSE-PW	E	3/23/2022	198.49		004468		
I-1144278-IN	SMALL EQUIPMENT PARTS - PKM	E	3/23/2022	117.64		004468		
I-1144445-IN	SMALL EQUIPMENT PARTS - PKM	E	3/23/2022	42.41		004468		
I-1144556-IN	UNIT #810 PARTS	E	3/23/2022	384.93		004468		743.47
	*** VENDOR TOTALS ***					1 CHECKS		743.47
002494	SPRINT SOLUTIONS INC							
I-902645089-228	02/02/22-03/01/22 STATEMENT	R	3/21/2022	981.84		236022		981.84
	*** VENDOR TOTALS ***					1 CHECKS		981.84
002474	STATE STEEL OF DES MOINES							
I-DM512128	COLD ROLLED - PW	R	3/21/2022	58.00		236023		58.00
	*** VENDOR TOTALS ***					1 CHECKS		58.00
004908	MIKE STENSRUD							
I-02/23/22-02/24/22	2/23-2/24/22 MEALS	E	3/23/2022	41.65		004516		41.65
	*** VENDOR TOTALS ***					1 CHECKS		41.65
011352	STEPP MANUFACTURING							
I-060650	LOADING DOOR - PW	E	3/23/2022	1,340.22		004515		1,340.22
	*** VENDOR TOTALS ***					1 CHECKS		1,340.22
004981	SYN-TECH SYSTEMS INC							
I-244550	FUELMASTER LTD MAINT-CG	E	3/23/2022	550.00		004487		550.00
	*** VENDOR TOTALS ***					1 CHECKS		550.00

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000124	SYSCO IOWA INC							
I-239630717	FOOD FOR RESALE - OC	R	3/21/2022	418.89		236024		418.89
	*** VENDOR TOTALS ***					1 CHECKS		418.89
006031	KATIE THIELMAN							
I-1/1/2022	1/12-3/8/22 MILEAGE REIMBRMNT	E	3/23/2022	77.22		004494		77.22
	*** VENDOR TOTALS ***					1 CHECKS		77.22
010028	TIFOSI OPTICS INC							
I-PSI0141418	STOCK MERCH FOR RESALE - OC	R	3/21/2022	314.00		236025		314.00
	*** VENDOR TOTALS ***					1 CHECKS		314.00
006441	TITAN MACHINERY INC							
I-16666748-GS	OUTRIGGER CYLINDER LEAKING-MU	R	3/21/2022	738.46		236026		
I-16724971 GP	UNIT #934 WHEEL	R	3/21/2022	390.00		236026		1,128.46
	*** VENDOR TOTALS ***					1 CHECKS		1,128.46
010188	TODAY'S BUSINESS SOLUTIONS, IN							
I-12874	05/14/22-05/13/23 RENEWAL	R	3/21/2022	2,975.60		236027		2,975.60
	*** VENDOR TOTALS ***					1 CHECKS		2,975.60
009541	MIKLANNET TENNAL							
I-03/14/22	FEB-MAR TOT, LA, BBS	E	3/23/2022	1,803.20		004522		1,803.20
	*** VENDOR TOTALS ***					1 CHECKS		1,803.20
006225	TOUR EDGE GOLF MFG INC							
I-IN-01529754	STOCK MERCH FOR RESALE -OC	R	3/21/2022	1,542.50		236028		
I-IN-01531366	STOCK MERCH FOR RESALE - OC	R	3/21/2022	73.00		236028		1,615.50
	*** VENDOR TOTALS ***					1 CHECKS		1,615.50
004159	TOYNE INC							
I-IN0014227	UNIT #121 SHOCKS	R	3/21/2022	1,724.13		236029		1,724.13
	*** VENDOR TOTALS ***					1 CHECKS		1,724.13
004713	TRANSIT WORKS							
I-148457	BOOK/FIELD - ENGINEERING	R	3/21/2022	7.25		236030		
I-51964	DATA COLLECTOR - ENGINEERING	R	3/21/2022	2,939.00		236030		2,946.25
	*** VENDOR TOTALS ***					1 CHECKS		2,946.25
000465	TREASURER STATE OF IOWA							
I-3/10/2022	MONTHLY SALES & EXCISE TAXES	D	3/10/2022	86,179.00		001901		86,179.00
	*** VENDOR TOTALS ***					1 CHECKS		86,179.00

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005479	TREMCO WEATHERPROOFING							
I-96536183	ROOF HATCH HINGE - FAC MAINT	E	3/23/2022	476.79		004491		476.79
	*** VENDOR TOTALS ***					1 CHECKS		476.79
000468	TRUCK EQUIPMENT INC							
I-84658	UNIT #220 SWEEPER	E	3/23/2022	136.34		004464		136.34
	*** VENDOR TOTALS ***					1 CHECKS		136.34
003278	DAVIS EQUIPMENT CORPORATION							
I-JI66372A	UNIT #860-863 DECALS	E	3/23/2022	53.72		004483		
I-JI67246	UNIT #860 SPACER/ROLLER	E	3/23/2022	180.70		004483		
I-JI67401	UNIT #855 BEARING/WSHR/FLTR	E	3/23/2022	17.63		004483		252.05
	*** VENDOR TOTALS ***					1 CHECKS		252.05
011383	TWIN GATES TOWNHOME ASSOCIATIO							
I-03122022-TG	DAMAGE DEPOSIT REFUND	R	3/21/2022	100.00		236031		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
000966	U S BANK							
I-02/22 P-CARD STMT	U S BANK	D	3/14/2022	49,091.05		001902		49,091.05
	*** VENDOR TOTALS ***					1 CHECKS		49,091.05
008702	UNITED RENTALS TRENCH SAFETY							
I-203391124-001	TRAINING-MOSES,MILLER,FRISK	R	3/21/2022	465.00		236032		465.00
	*** VENDOR TOTALS ***					1 CHECKS		465.00
011381	UNITED SPINAL ASSOCIATION OF I							
I-02202022-SA	DAMAGE DEPOSIT REFUND	R	3/21/2022	100.00		236033		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
004516	ST LUKE'S HEALTH RESOURCES							
I-115146	DOT RANDOM DRUG SCREENS	R	3/21/2022	252.00		236034		252.00
	*** VENDOR TOTALS ***					1 CHECKS		252.00
005813	EXECUTIVE SERVICES INC							
I-73324	BUSINESS CARDS-CRIMINAL INTEL	E	3/23/2022	78.34		004493		
I-73377	ENVELOPES - CITY HALL	E	3/23/2022	126.36		004493		204.70
	*** VENDOR TOTALS ***					1 CHECKS		204.70
002135	UPHDM OCCUPATIONAL MEDICINE							
I-113694	PRE-EMP TESTING	R	3/21/2022	884.00		236035		884.00
	*** VENDOR TOTALS ***					1 CHECKS		884.00

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006789	HD SUPPLY FACILITIES MAINTENAN							
I-883124	HYDRANT MARKER - MU	E	3/23/2022	239.96		004496		239.96
	*** VENDOR TOTALS ***					1 CHECKS		239.96
007658	JAKE VANDER WAL							
I-2/24/2022	2/24/22 MEAL REIMBURSEMENT	R	3/21/2022	14.11		236036		14.11
	*** VENDOR TOTALS ***					1 CHECKS		14.11
005012	VAN-WALL EQUIPMENT INC							
I-5452461	GEAR HOUSING - PW	E	3/23/2022	104.01		004488		104.01
	*** VENDOR TOTALS ***					1 CHECKS		104.01
010279	VELOCITY SYSTEMS							
I-63925	BALLISTIC PLATES/EQUIP - PD	E	3/23/2022	3,900.00		004512		3,900.00
	*** VENDOR TOTALS ***					1 CHECKS		3,900.00
000519	VERMEER SALES & SERVICE IOWA							
I-00508284	WINCH/SPRING/DRUM BRAKE - PW	E	3/23/2022	66.60		004465		
I-00508303	SCREW/SPRING - PW	E	3/23/2022	114.16		004465		
I-00508305	SWITCH - PW	E	3/23/2022	24.08		004465		204.84
	*** VENDOR TOTALS ***					1 CHECKS		204.84
011382	VILLAS AT STONEHAVEN C/O ADAM							
I-02192022-VS	DAMAGE DEPOSIT REFUND	R	3/21/2022	100.00		236037		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
004796	WALSH DOOR & HARDWARE COMPANY							
I-777897	BORING LABS FOR MILESTONE	R	3/21/2022	2,420.12		236038		2,420.12
	*** VENDOR TOTALS ***					1 CHECKS		2,420.12
003376	WASHER SYSTEMS OF IOWA							
I-160537	CFAC HARDWARE - PARK MAINT	R	3/21/2022	25.76		236039		25.76
	*** VENDOR TOTALS ***					1 CHECKS		25.76
002569	WASTE CONNECTIONS INC							
I-3288708T071	02/01-02/28/22 SVCS - PW	R	3/21/2022	352.50		236040		
I-3290759T071	3/1/22-3/31/22 SVCS - CH	R	3/21/2022	58.15		236040		
I-3290761T071	3/01-3/31/22 SVCS - FS#2	R	3/21/2022	56.29		236040		
I-3290762T071	3/1/22-3/31/22 SVCS - FS#1/ACC	R	3/21/2022	203.87		236040		
I-3290763T071	3/1-3/31/22 SVCS - FS#3	R	3/21/2022	56.29		236040		
I-3290764T071	03/01-03/31/22 WASTE SVCS-KL	R	3/21/2022	77.22		236040		
I-3290765T071	3/1-3/31/22 SVCS - OC PRO	R	3/21/2022	112.58		236040		
I-3290766T071	3/1-3/31/22 WASE SERVICES -OCM	R	3/21/2022	42.22		236040		
I-3290768T071	3/1-3/31/22 SVCS - PARK MAINT	R	3/21/2022	225.16		236040		
I-3290769T071	3/1-3/31/22 SVCS - PD	R	3/21/2022	56.29		236040		1,240.57
	*** VENDOR TOTALS ***					1 CHECKS		1,240.57

VENDOR SET: 01 City of Ankeny
 BANK: APGWB GREAT WESTERN BANK
 DATE RANGE: 3/10/2022 THRU 3/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007683	WASTE SOLUTIONS OF IOWA COMPAN							
I-39519	3/02/22 WASTE REMOVAL - OC	R	3/21/2022	925.00		236041		925.00
	*** VENDOR TOTALS ***					1 CHECKS		925.00
010868	WATER RESOURCES INC							
I-35446	PIEZO SENSOR - MU	R	3/21/2022	691.71		236042		691.71
	*** VENDOR TOTALS ***					1 CHECKS		691.71
006388	KURT WEITL							
I-10/21-2/22FITNESS	10/21-02/22 FITNESS REMBRSMNT	E	3/23/2022	46.53		004517		46.53
	*** VENDOR TOTALS ***					1 CHECKS		46.53
009441	TYLER M WIEDNER							
I-02/23/22-02/24/22	2/23-2/24/22 MEALS	E	3/23/2022	29.38		004521		29.38
	*** VENDOR TOTALS ***					1 CHECKS		29.38
009184	WINCAN LLC							
I-6417	WINCAN MAINT AGREEMENT	R	3/21/2022	1,500.00		236043		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	166	2,005,496.05	0.00	2,005,496.05
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	137,298.05	0.00	137,298.05
EFT:	69	329,200.08	0.00	329,200.08
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:	238	2,471,994.18	0.00	2,471,994.18
BANK: APGWB TOTALS:	238	2,471,994.18	0.00	2,471,994.18
REPORT TOTALS:	238	2,471,994.18	0.00	2,471,994.18

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APGWB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 3/10/2022 THRU 3/23/2022

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

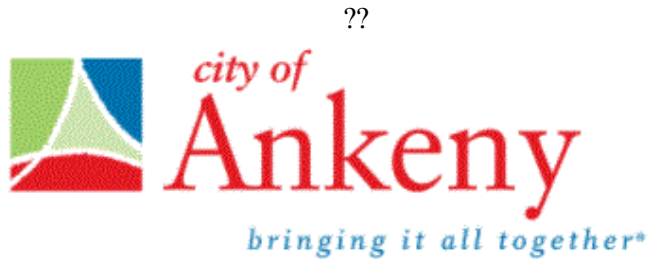
MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

 Print

??

?? ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Deliver Exceptional Service

??

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** adopting a schedule of fees and charges for certain permit activities as authorized by the City of Ankeny, Iowa Municipal Code.

EXECUTIVE SUMMARY:

Building permit fees including flat fees are reviewed annually for update and were last updated in 2021.

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action: 1) adopt permit fees schedule exhibits "A" (permit fee schedule) and "B" (Building Valuation Data construction cost per square foot)

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Previous schedule of Fees and Charges Resolution 2021-142 approved March 22, 2021.

PUBLIC OUTREACH EFFORTS:

Referenced annually at the spring Contractors' update - was last communicated electronically due to COVID. Will be communicated both electronically and in-person later this spring.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Fee Reso 2022
 Exhibit A - 2022 - proposed
 Exhibit B - 2022 - proposed
 Reso 2021-142 Exhibits A & B - current

RESOLUTION

RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES FOR CERTAIN PERMIT ACTIVITIES AS AUTHORIZED BY THE CITY OF ANKENY, IOWA MUNICIPAL CODE

WHEREAS, the City of Ankeny has adopted ordinances regulating construction and maintenance codes and establishing permit requirements; and

WHEREAS, said ordinances refer the establishment of a fee schedule based on published valuations established by the International Code Council (Building Valuation Data) and fixed fees related to said permits to review and resolution of the City Council of the City of Ankeny; and

WHEREAS, City of Ankeny staff has recommended that said fee schedule and fixed fees be established, with said fees referenced as Exhibits A & B being effective from July 1, 2022.

WHEREAS, construction valuation data shall be reviewed in accordance with the latest published valuations established by the International Code Council.

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

That effective July 1, 2022, the fee schedule, flat fees and valuation table as outlined in the attached Exhibits A & B and prescribed by the aforementioned ordinances of the City of Ankeny shall apply.

PASSED AND APPROVED this 21st day of March 2022.

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk

CITY OF ANKENY
COMMUNITY DEVELOPMENT DEPARTMENT

PERMIT FEES

Accessory Structure Slab

FLAT FEES

(IRC) flat work only	\$25	flat fee
Demolition	\$25	flat fee
Drive Approach	\$25	flat fee
Fence	\$25	flat fee
*Pool / Hot Tub (SFD)		
Above Ground	\$25	flat fee
In-Ground	\$150	flat fee
Ramp	\$25	flat fee
Retaining Wall (SFD)	\$25	flat fee
Sidewalk	\$25	flat fee
Sign (Special Event)		
30 days/calendar year	\$25	flat fee
Sign - temporary (2'x3' freestanding)	\$10	annually
*Standby Generator (SFD)	\$25	flat fee
Temporary (tents/garden center et al.)	\$50	flat fee

Reinspection (more than one -
same project/items) \$50 each

Temporary Certificate of Occupancy (limited to 14 days outside of winter-build (initial no charge), (Extensions - - 1st @ \$100, 2nd @ \$200, 3rd and each extension thereafter @ \$300) (**delinquency - see footnote below)

Occupancy of a building without a Valid Certificate of Occupancy - \$500 flat fee (imposition of additional fees such as Temporary Certificate of Occupancy, Extension or Reactivation of Permit etc. shall be incurred as applicable) (**delinquency see footnote below)

Six Month Extension of Current Building Permit - shall be requested in writing prior to expiration - - (initial no charge) (subsequent extensions @ 1/2 of original permit fee not to exceed \$500) (**delinquency see footnote below)

Six Month Reactivation of Expired Building Permit - shall be retroactively dated based upon original issuance date (each @ 1/2 of original permit fee not to exceed \$500) (**delinquency see footnote below)

FEES BASED ON VALUATION

(apply valuation -or- calculated valuation of following to permit fee schedule below)

Buildings - New Construction & Additions see Exhibit 'B'	
Egress Window	
*Fireplaces (other than factory built)	
Fuel Tank	
Pergola	
*Pool / Hot Tub (other than SFD)	
Remodel (includes fire/water/wind damage et al.)	
Retaining Wall (other than SFD)	
Signs - building, free-standing, gasoline pump island canopy, ground, menu board, pylon, video et al.	
Spray Booth	
*Standby Generator (other than SFD)	
*Tower - Cell/Radio / Wind Turbine	
Shed	@ \$20 /sq ft
(IRC) Covered Porch/Gazebo	@ \$20 /sq ft
(IRC) Open Deck	@ \$12 /sq ft
(IRC) Finished basement (new)	@ \$46.40 /sq ft
(IRC) Unfinished basement (new)	@ \$23.20 /sq ft
(IRC) Finish basement (existing)	@ \$23.20 /sq ft
*(SFD) Dwelling Construction	@ \$150.87 /sq ft
(SFD) includes additions, 3 or 4 season porches / sunrooms	
*Garage (attached & detached)	@ \$60.43 /sq ft

MECHANICAL, PLUMBING PERMIT FEES

Residential - Addition or Remodel	\$50	flat fee
Residential - New	\$100	flat fee
Residential - Replace Furnace/AC	\$30	flat fee
Fees other than listed above - see individual permit applications		

ELECTRICAL PERMIT FEES

Residential - Addition or Remodel	\$50	flat fee
Residential - New w/o temp pole	\$100	flat fee
Residential - New with temp pole	\$150	flat fee
Residential Main Panel Change-out	\$50	flat fee
Fees other than listed above - see individual permit applications		

****PERMIT FEE - SCHEDULE** Based on Table #3-A - 1991 Uniform Building Code revised

Total Valuation		Fee - Permit fees shall be rounded up to the next whole dollar.
\$1 to \$500	**	\$20
\$501 to \$2,000	**	\$20 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof
\$2,001 to \$25,000	**	\$53 for the first \$2,000 plus \$9.90 for each additional \$1,000 or fraction thereof
\$25,001 to \$50,000	**	\$280.70 for the first \$25,000 plus \$7.15 for each additional \$1,000 or fraction thereof
\$50,001 to \$100,000	**	\$459.45 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof
\$100,001 to \$500,000	**	\$706.95 for the first \$100,000 plus \$3.85 for each additional \$1,000 or fraction thereof
\$500,001 to \$1,000,000	**	\$2,246.95 for the first \$500,000 plus \$3.30 for each additional \$1,000 or fraction thereof
\$1,000,001 and up	**	\$3,896.95 for the first \$1,000,000 plus \$2.20 for each additional \$1,000 or fraction thereof

**Building permit fee shall include a plan review fee equal to 65% of the permit fee for multi-family, commercial including schools and churches and industrial type projects. This charge shall be in addition to the normal building permit fee.

Change of SFD plans after issuance of permit and prior to any work being done will be refunded 80% of permit fee and permit voided. Re-submittal of permit application and plan changes along with subsequent payment thereof required thereafter.

Footings/foundation only permit deduct 90%; Shell only building permit deduct 50% if known occupancy -or- if unknown occupancy use S-2 deduct 20%.

Inspections outside normal business hours shall be subject to inspector availability - \$75.00 per hour (two hour minimum charge, pre-payment required).

Water Hookup & Meter Fees, Sewer Connections & Sewer Fees; Driveway & Sidewalk permit fees where applicable are collected with the Building Permit fee.

***Delinquency - prior to issuance of any Certificate of Occupancy, extension of any current permit or reactivation of any expired permit, any and all delinquent charges shall be paid.

*Acronyms: IRC = International Residential Code, SFD = Single Family Dwelling

* = changes from 2021 exhibit

EXHIBIT B

CITY OF ANKENY
Building Valuation Chart
<i>Based on ICC BVD (February 2022) Effective July 1, 2022</i>
INTERNATIONAL BUILDING CODE With No Regional Cost Modifier. Square Foot Construction Costs (a,b,c)

Square Foot Construction Costs

	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	309.06	298.66	291.64	280.58	263.98	255.82	272.02	244.80	237.02
A-1 Assembly, theaters, without stage	282.85	272.45	265.42	254.37	237.77	229.61	245.81	218.59	210.80
A-2 Assembly, nightclubs	237.31	230.23	224.56	215.36	202.99	197.40	207.69	183.68	177.40
A-2 Assembly, restaurants, bars, banquet halls	236.31	229.23	222.56	214.36	200.99	196.40	206.69	181.68	176.40
A-3 Assembly, churches	286.90	276.49	269.47	258.42	242.23	234.07	249.86	223.05	215.26
A-3 Assembly, general, community halls, libraries, museums	244.77	234.37	226.34	216.29	198.94	191.79	207.73	179.77	172.98
A-4 Assembly, arenas	281.85	271.45	263.42	253.37	235.77	228.61	244.81	216.59	209.80
B Business	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
E Educational	257.70	248.89	242.35	231.90	216.47	205.54	223.92	189.21	183.31
F-1 Factory and industrial, moderate hazard	144.93	138.11	130.39	125.40	112.49	107.10	120.02	92.69	86.88
F-2 Factory and industrial, low hazard	143.93	137.11	130.39	124.40	112.49	106.10	119.02	92.69	85.88
H-1 High Hazard, explosives	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	N.P.
H234 High Hazard	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	77.53
H-5 HPM	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
I-1 Institutional, supervised environment	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
I-2 Institutional, hospitals	401.22	392.40	383.83	374.40	354.29	N.P.	366.00	331.40	N.P.
I-2 Institutional, nursing homes	279.15	270.32	261.76	252.33	234.64	N.P.	243.93	211.75	N.P.
I-3 Institutional, restrained	273.40	264.57	256.00	246.57	229.13	220.58	238.17	206.24	196.56
I-4 Institutional, day care facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
M Mercantile	177.02	169.94	163.27	155.07	142.48	137.88	147.40	123.17	117.89
R-1 Residential, hotels	246.94	238.56	231.54	222.30	204.35	198.77	222.58	183.44	178.00
R-2 Residential, multiple family	206.81	198.43	191.41	182.17	165.41	159.83	182.46	144.50	139.06
R-3 Residential, one- and two-family c	192.58	187.37	182.53	178.04	172.85	166.59	175.01	160.35	150.87
R-4 Residential, care/assisted living facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
S-1 Storage, moderate hazard	134.29	127.47	119.75	114.76	102.14	96.75	109.39	82.34	76.53
S-2 Storage, low hazard	133.29	126.47	119.75	113.76	102.14	95.75	108.39	82.34	75.53
U Utility, miscellaneous a	104.98	99.04	93.31	89.21	80.44	74.45	85.33	63.42	60.43

- a. Private Garages use Utility, miscellaneous
- b. N.P. = not permitted
- c. Unfinished basements (Group R-3) = \$23.20 per sq. ft.

RESOLUTION 2021-142

**RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES
FOR CERTAIN PERMIT ACTIVITIES AS AUTHORIZED BY THE CITY
OF ANKENY, IOWA MUNICIPAL CODE**

WHEREAS, the City of Ankeny has adopted ordinances regulating construction and maintenance codes and establishing permit requirements; and

WHEREAS, said ordinances refer the establishment of a fee schedule based on published valuations established by the International Code Council (Building Valuation Data) and fixed fees related to said permits to review and resolution of the City Council of the City of Ankeny; and

WHEREAS, City of Ankeny staff has recommended that said fee schedule and fixed fees be established, with said fees referenced as Exhibits A & B being effective from July 1, 2021.

WHEREAS, construction valuation data shall be reviewed in accordance with the latest published valuations established by the International Code Council.

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

That effective July 1, 2021, the fee schedule, flat fees and valuation table as outlined in the attached Exhibits A & B and prescribed by the aforementioned ordinances of the City of Ankeny shall apply.

PASSED AND APPROVED this 22nd day of March 2021.



Gary Lorenz, Mayor

ATTEST:



Denise L. Hoy, City Clerk

PERMIT FEES

Accessory Structure	
Slab (IRC)	\$25 flat work only
Demolition	\$25 flat fee
Drive Approach	\$25 flat fee
Fence	\$25 flat fee
Pool (SFD) / Hot Tub	\$25 flat fee
Ramp	\$25 flat fee
Retaining Wall (SFD)	\$25 flat fee
Sign (Special Event)	\$25 30 days/calendar year
Sign - temporary	
2'x3' free standing	\$10 annually
Sidewalk	\$25 flat fee
Temporary	
(tents/garden ctr)	\$50 flat fee
Reinspection (more than one - same project/items)	\$50 each

* = changes from 2020 exhibit

Temporary Certificate of Occupancy (limited to 14 days outside of winter-build (initial no charge), (Extensions - 1st @ \$100, 2nd @ \$200, 3rd and each extension thereafter @ \$300) (**delinquency - see footnote below)

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Six Month Reactivation of Expired Building Permit - shall be retroactively dated based upon original issuance date (each @ 1/2 of original permit fee not to exceed \$500) (**delinquency see footnote below)

FLAT FEES

FEES BASED ON VALUATION

(apply valuation -or- calculated valuation of following to permit fee schedule below)

Buildings - New Construction & Additions see Exhibit 'B'	
Egress Window	
Fireplaces	
Fuel Tank	
Pergola	
Pools (other than SFD)	
Remodel (includes fire/water/wind damage et al.)	
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Signs - building, free-standing, gasoline pump island canopy, ground, menu board, pylon, video et al.	
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Tower - Cell/Radio	
Shed	@ \$20 /sq ft
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(IRC) Finished basement (new)	@ \$46.40 /sq ft
*(IRC) Unfinished basement (new)	@ \$23.20 /sq ft
*(IRC) Finish basement (existing)	@ \$23.20 /sq ft
*(SFD) Dwelling Construction	@ \$130.58 /sq ft
(SFD) includes additions, 3 or 4 season porches / sunrooms	
*Garage (attached & detached)	@ \$51.28 /sq ft

MECHANICAL, PLUMBING PERMIT FEES

Residential - Addition or Remodel	\$50 flat fee
Residential - New	\$100 flat fee
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Fees other than listed above - see individual permit applications	

ELECTRICAL PERMIT FEES

Residential - Addition or Remodel	\$50 flat fee
Residential - New w/o temp pole	\$100 flat fee
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Residential Main Panel Change-out	\$50 flat fee
Fees other than listed above - see individual permit applications	

**PERMIT FEE - SCHEDULE Based on Table #3-A - 1991 Uniform Building Code revised

Total Valuation	Fee - Permit fees shall be rounded up to the next whole dollar.
\$1 to \$500	** \$20
\$501 to \$2,000	** \$20 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof
\$2,001 to \$25,000	** \$53 for the first \$2,000 plus \$9.90 for each additional \$1,000 or fraction thereof
\$25,001 to \$50,000	** \$280.70 for the first \$25,000 plus \$7.15 for each additional \$1,000 or fraction thereof
\$50,001 to \$100,000	** \$459.45 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof
\$100,001 to \$500,000	** \$706.95 for the first \$100,000 plus \$3.85 for each additional \$1,000 or fraction thereof
\$500,001 to \$1,000,000	** \$2,246.95 for the first \$500,000 plus \$3.30 for each additional \$1,000 or fraction thereof
\$1,000,001 and up	** \$3,896.95 for the first \$1,000,000 plus \$2.20 for each additional \$1,000 or fraction thereof

**Building permit fee shall include a plan review fee equal to 65% of the permit fee for multi-family, commercial including schools and churches and industrial type projects. This charge shall be in addition to the normal building permit fee.

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Water Hookup & Meter Fees, Sewer Connections & Sewer Fees; Driveway & Sidewalk permit fees where applicable are collected with the Building Permit fee.

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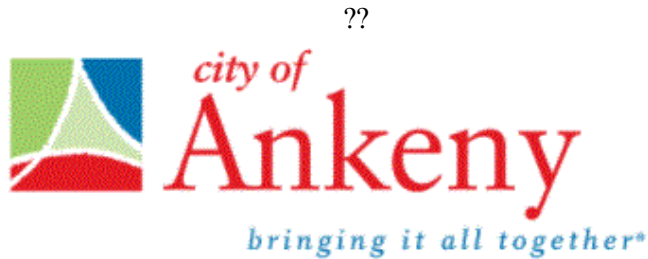
EXHIBIT B

CITY OF ANKENY
Building Valuation Chart
<i>Based on ICC BVD (February 2021) Effective July 1, 2021</i>
INTERNATIONAL BUILDING CODE With No Regional Cost Modifier. Square Foot Construction Costs (a,b,c)

Square Foot Construction Costs

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A-1 Assembly, theaters, with stage	263.06	254.15	247.55	237.53	223.05	216.60	229.90	207.42	199.94
A-1 Assembly, theaters, without stage	241.02	232.11	225.51	215.49	201.01	194.56	207.86	185.38	177.89
A-2 Assembly, nightclubs	205.93	199.80	194.89	186.91	176.19	171.34	180.27	159.46	154.02
A-2 Assembly, restaurants, bars, banquet halls	204.93	198.80	192.89	185.91	174.19	170.34	179.27	157.46	153.02
A-3 Assembly, churches	243.83	234.92	228.32	218.30	204.21	198.79	210.67	188.58	181.10
A-3 Assembly, general, community halls, libraries, museums	204.02	195.11	187.51	178.49	163.01	157.56	170.86	147.38	140.89
A-4 Assembly, arenas	240.02	231.11	223.51	214.49	199.01	193.56	206.86	183.38	176.89
B Business	212.46	204.72	197.90	188.18	171.81	165.32	180.77	151.15	144.35
E Educational	222.69	214.99	208.81	199.81	186.17	176.74	192.93	162.78	157.80
F-1 Factory and industrial, moderate hazard	125.58	119.68	112.86	108.68	97.37	92.83	104.02	80.23	75.34
F-2 Factory and industrial, low hazard	124.58	118.68	112.86	107.68	97.37	91.83	103.02	80.23	74.34
H-1 High Hazard, explosives	117.37	111.47	105.65	100.47	90.40	84.87	95.81	73.27	N.P.
H234 High Hazard	117.37	111.47	105.65	100.47	90.40	84.87	95.81	73.27	67.37
H-5 HPM	212.46	204.72	197.90	188.18	171.81	165.32	180.77	151.15	144.35
I-1 Institutional, supervised environment	211.58	204.34	198.27	190.28	175.02	170.20	190.53	156.95	152.25
I-2 Institutional, hospitals	355.95	348.21	341.39	331.67	314.48	N.P.	324.26	293.82	N.P.
I-2 Institutional, nursing homes	247.27	239.53	232.71	222.99	207.36	N.P.	215.58	186.70	N.P.
I-3 Institutional, restrained	241.59	233.85	227.03	217.31	202.46	194.97	209.90	181.80	173.00
I-4 Institutional, day care facilities	211.58	204.34	198.27	190.28	175.02	170.20	190.53	156.95	152.25
M Mercantile	153.55	147.41	141.50	134.53	123.48	119.63	127.88	106.75	102.31
R-1 Residential, hotels	213.59	206.35	200.28	192.29	176.78	171.95	192.54	158.70	154.00
R-2 Residential, multiple family	179.04	171.80	165.73	157.74	143.25	138.43	157.99	125.18	120.47
R-3 Residential, one- and two-family c	166.68	162.17	157.99	154.10	149.61	144.19	151.48	138.79	130.58
R-4 Residential, care/assisted living facilities	211.58	204.34	198.27	190.28	175.02	170.20	190.53	156.95	152.25
S-1 Storage, moderate hazard	116.37	110.47	103.65	99.47	88.40	83.87	94.81	71.27	66.37
S-2 Storage, low hazard	115.37	109.47	103.65	98.47	88.40	82.87	93.81	71.27	65.37
U Utility, miscellaneous a	89.90	84.75	79.27	75.71	67.97	63.50	72.24	53.83	51.28

- a. Private Garages use Utility, miscellaneous
- b. N.P. = not permitted
- c. Unfinished basements (Group R-3) = \$23.20 per sq. ft.



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

 Print

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** establishing charges for curbside recycling services for the City of Ankeny, Iowa, effective July 1, 2022.

EXECUTIVE SUMMARY:
The curbside recycling services fee will increase \$0.43 from \$3.89 to \$4.32 per household per month, effective July 1, 2022.

FISCAL IMPACT: **??Yes**
The annual cost of curbside recycling services will increase from \$46.68 to \$51.84, an increase of \$5.16 or 11.05%.

CITY MANAGER'S RECOMMENDATIONS:
Recommend adopting resolution establishing charges for curbside recycling services for the City of Ankeny, Iowa, effective July 1, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

RESOLUTION

A RESOLUTION ESTABLISHING CHARGES FOR CURBSIDE RECYCLING SERVICES FOR THE CITY OF ANKENY, IOWA, EFFECTIVE JULY 1, 2022

WHEREAS, the City of Ankeny, Iowa has established curbside recycling services for residents of the city, and

WHEREAS, Section 113.03(4) of the Municipal Code authorizes the City Council to establish fees for said services by resolution, and

WHEREAS, the City has incurred additional costs for the providing of curbside recycling services through the Curb It! program and the City Council desires to establish and/or reestablish the fees charged for these services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the following charges be imposed:

Curbside Recycling Services	\$4.32
-----------------------------	--------

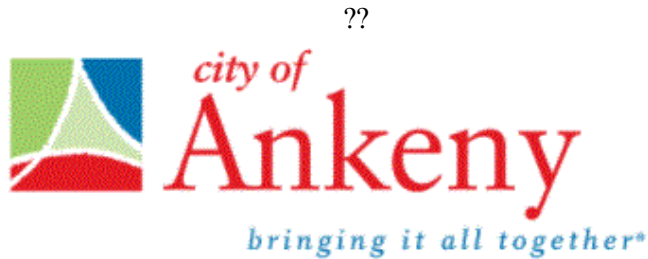
NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the above service charges be accepted and made effective with all bills due and payable on or after July 1, 2022.

Passed and approved the 21st day of March, 2022.

Mark E. Holm, Mayor

Attest:

Mandy Hanson, Records Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Parks and Recreation

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Cunningham Recreation in the amount of \$80,000 for the purchase and installation of a playground for Bellagio Park.

EXECUTIVE SUMMARY:

The City of Ankeny desires to develop Bellagio Park and include a playground as one of the park's amenities. A request for proposal was sent to four playground vendors with concepts submitted with various playground layouts. The City of Ankeny conducted a Bellagio Park neighborhood playground vote to select the playground components and ultimately chose the proposal submitted by Cunningham Recreation.

FISCAL IMPACT: ??No

The development of Bellagio Park is included in the City's 2022 Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Staff approves of playground purchase and installation.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Department staff held a park development meeting on March 3, 2022 regarding the neighborhood's construction of their future park. Public opinions and input were sought on the park's overall concept and included amenities. Park neighbors were invited to preview potential playground designs and vote on their favorite concept with the playground receiving the most votes ultimately being installed in the park.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Proposal
 Playground Concept

RESOLUTION 2022 –

A RESOLUTION ACCEPTING A PROPOSAL FROM CUNNINGHAM RECREATION IN THE AMOUNT OF \$80,000 FOR THE PURCHASE OF A PLAYGROUND FOR BELLAGIO PARK

WHEREAS, the City of Ankeny desires to install a playground in Bellagio, and;

WHEREAS, a request for proposal was sent to four playground vendors, and;

WHEREAS, the results of the request for proposals from the vendors are as follows:

- ABCreative \$80,000
- Boland Recreation \$80,000
- Cunningham Recreation \$80,000
- Outdoor Recreation Products \$80,000

WHEREAS, the City of Ankeny conducted a neighborhood meeting on March 3 to vote and select the playground design to be installed at Bellagio Park, and;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ankeny, Iowa hereby accept the proposal from Cunningham Recreation in the amount of \$80,000 for the design, equipment and installation of a playground for Bellagio Park.

DATED this 21st day of March 2022.

Mark Holm, Mayor

ATTEST:

Mandy Hanson, Clerk's Office

Playground Equipment

Pricing Breakdown

Name of Bidder (Print) GameTime c/o Cunningham Recreation
Address of Bidder PO Box 240981, Charlotte, NC 28224
Phone number 800-438-2780
Email timothy@cunninghamrec.com

Items & Detailed Description

1) Playground Equipment	\$ <u>49,049.33</u>	*
2) Installation	\$ <u>17,390.00</u>	
3) Delivery	\$ <u>3,935.34</u>	
4) Other (Material Surcharge)	\$ <u>9,622.41</u>	
Total Bid:	\$ <u>79,997.08</u>	**

*Please include/attach an itemized list of the equipment prices.

**Not to exceed \$80,000.

February 22, 2022

Date

Timothy K. Kiser
Signature of Bidder

Bellagio Park Playground Ankeny, IA

Design • Build • PLAY!





ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** establishing charges for certain Fire Department Services for the City of Ankeny, Iowa, effective July 1, 2022.

-
- EXECUTIVE SUMMARY:
- The category for > 500 gallon capacity was deleted for the above ground LP tanks as they are the same fee as the next largest class and rarely requested.
 - The 0-100 gallon category was added for informational purposes. Contractors frequently call to ask if there is a fee for this size.
 - Places of assembly or events with overcrowding was removed as it violates the 2021 International Fire Code

FISCAL IMPACT: ??**Yes**
No change in fee costs from previous year

CITY MANAGER'S RECOMMENDATIONS:

Recommend adopting resolution establishing charges for certain Fire Department Fees for the City of Ankeny, Iowa, effective July 1, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Fire Prevention Fee Resolution
 Fire Prevention Fee Schedule

RESOLUTION

A RESOLUTION ADOPTING A SCHEDULE OF FEES FOR CERTAIN FIRE DEPARTMENT SERVICES IN THE CITY OF ANKENY

WHEREAS, the City of Ankeny has adopted ordinances regulating building construction and fire prevention and establishing permit requirements; and

WHEREAS, said ordinances refer to the establishment of fees and charges by resolution of the City Council of the City of Ankeny, and

WHEREAS, City staff has recommended the establishment of a schedule of fees based on the complexity of the review process and the amount of time necessary for City staff to adequately review said permits, and

WHEREAS, the City Council of the City of Ankeny, Iowa deems it in the best interest of the City to approve and adopt the attached schedule of fees, and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that effective July 1, 2022, the attached schedule of fees as outlined and prescribed by the aforementioned ordinances of the City of Ankeny shall apply:

Passed and approved the 21st day of March, 2022.

Mark E. Holm, Mayor

Attest:

Mandy Hanson, Records Clerk

Ankeny Fire Department / Office of the Fire Marshal

120 N.W. Ash Dr. Ankeny IA 50032

Phone: 515-965-6475

Fee Schedule- Effective 7/1/2022

Fire Protection System Permit Fee Schedule.

Fee Amount	Description
\$ 250.00	Fire Sprinkler System 0 - 12,000 square feet
\$ 500.00	Fire Sprinkler System 12,001 - 50,000 square feet
\$ 750.00	Fire Sprinkler System 50,001 - 100,000 square feet
\$ 1,000.00	Fire Sprinkler System 100,001 - 200,000 square feet
\$ 1,500.00	Fire Sprinkler System 200,001 - 300,000 square feet
\$ 2,000.00	Fire Sprinkler System 300,001 - 400,000 square feet
\$ 2,500.00	Fire Sprinkler System > 400,000 square feet
\$ 100.00	Modification to Fire Sprinkler System 1 - 20 heads
\$ 200.00	Modification to Fire Sprinkler System > 20 heads
\$ 200.00	Fire Pumps
\$ 250.00	Fire Alarm System 0 - 12,000 square feet
\$ 500.00	Fire Alarm System 12,001 - 50,000 square feet
\$ 750.00	Fire Alarm System 50,001 - 100,000 square feet
\$ 1,000.00	Fire Alarm System 100,001 - 200,000 square feet
\$ 1,500.00	Fire Alarm System 200,001 - 300,000 square feet
\$ 2,000.00	Fire Alarm System 300,001 - 400,000 square feet
\$ 2,500.00	Fire Alarm System > 400,000 square feet
\$ 50.00	Fire Alarm Modification 1-10 devices
\$ 100.00	Fire Alarm Modification >10 devices
\$ 100.00	Alternative Fire Extinguishing Systems (Single System)
\$ 100.00	Alternative Fire Extinguishing Systems (Each additional)
\$ 100.00	Alternative Fire Extinguishing Systems (modification)
\$ 100.00	Commercial Kitchen Hood System (Per Hood)

Construction Permit Fee Schedule.

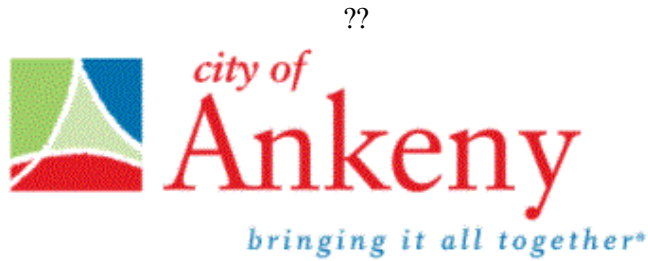
Fee Amount	Description
\$ 100.00	Flamable liquid tanks (Temporary)
N/A	LP Tank 0 - 100 Gal (Temporary)
\$ 100.00	LP Tank 101 - 500 Gal (Temporary)
\$ 150.00	LP Tank 501 - 1000 Gal (Temporary)
\$ 100.00	Spray Booths (Each)

Operational Permits IFC 105.5 – 105.5.52

\$ 100.00	Exhibits & Trade Shows
\$ 100.00	Carnivals & Fairs
\$ 100.00	Cutting/ Welding/ Hotwork
\$ 100.00	Firework Displays IFC 1.4G
\$ 150.00	Firework Displays IFC 1.3G
\$ 100.00	Burning Permit

Annual Fire Inspection (Licensed Facilities)

N/A	Initial Inspection
N/A	1st Re-Inspection
\$ 100.00	2nd Re-Inspection
\$ 250.00	3rd Re-Inspection
\$ 500.00	4th Re-Inspection
\$ 500.00	Additional Re-Inspections



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** establishing charges for Emergency Medical Services for the City of Ankeny, Iowa, effective July 1, 2022.

EXECUTIVE SUMMARY:

The Fire Department last increased its Emergency Medical Services fee schedule on July 1, 2020. The recommended changes to these fees are based on a cost study completed by Public Consulting Group for the Ground Emergency Medical Transport Program (GEMT), which reflects the actual cost of providing emergency medical services.

FISCAL IMPACT: ??Yes

EMS fees are proposed to be increased by the amounts shown below.

Basic Life Support – Non-Emergency- From \$615 to \$675

Basic Life Support – Emergency- From \$615 to \$675

Advanced Life Support 1 – Non-Emergency- From \$615 to \$675

Advanced Life Support 1 – Emergency- From \$799 to \$875

Advanced Life Support 2- From \$1,106 to \$1,211

Mileage – BLS/ALS From \$13 to \$14

CITY MANAGER'S RECOMMENDATIONS:

Recommend adopting resolution establishing charges for Emergency Medical Services for the City of Ankeny, Iowa, effective July 1, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 EMS Fee Resolution

RESOLUTION

A RESOLUTION AMENDING THE SCHEDULE OF CHARGES AND FEES FOR CERTAIN FIRE AND EMERGENCY MEDICAL SERVICES FOR THE CITY OF ANKENY, IOWA, EFFECTIVE JULY 1, 2022

WHEREAS, Chapter 36.11 and 36.12 of the Ankeny Municipal Code provides for the charges and fees for fire and emergency medical services to be set forth by resolution; and

WHEREAS, City staff has recommended that charges and fees for certain fire and emergency medical services be modified effective July 1, 2022, and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that effective July 1, 2022, the following schedule of charges shall apply for fire and emergency medical services:

Schedule of Charges and Fees

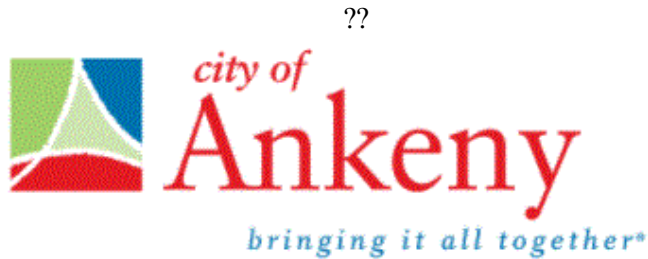
Basic Life Support – Non-Emergency	\$675.00
Basic Life Support – Emergency	\$675.00
Advanced Life Support 1 – Non-Emergency	\$675.00
Advanced Life Support 1 – Emergency	\$875.00
Advanced Life Support 2	\$1,211.00
Mileage – BLS/ALS	\$14/loaded mile
Treatment/No Transport Fee	\$200.00
Paramedic Tiered Response	\$200.00
Change of Quarters Fee – Polk City FD	\$100.00
Special detail event – per hour, two (2) hour minimum	\$60.00
False alarm fees, first three (3) false alarms, per fiscal year	No charge
False alarm fees, four (4) or more false alarms, per fiscal year	\$100
Fire alarm testing without proper notification, first time, per fiscal year	No charge
Fire alarm testing without proper notification, two or more times, per fiscal year	\$100
Non-payment of any false alarm fees, after 30 days	Additional \$200
Ambulance reports, each	No charge
Fire reports – paper, each	\$10
Fire reports – electronic, each	No charge

Passed and approved the 21st day of March, 2022

Mark E. Holm, Mayor

Attest:

Mandy Hanson, Records Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** establishing charges for water meters for the City of Ankeny, Iowa, effective July 1, 2022.

EXECUTIVE SUMMARY:
Chapter 91.06 of the Ankeny Municipal Code requires the City to recoup the full cost of water meters. It was last adjusted in 2019

FISCAL IMPACT: ??Yes
Effective July 1, 2022, water meter fees are proposed to increase as detailed below.

- 5/8 " Meter- From \$328 to \$345
- 3/4" Meter- From \$328 to \$345
- 1" Meter- From \$442 to \$485
- 1 1/2 " Compound Meter- From \$1,775 to \$1,800

- 2" Compound Meter- From \$2,038 to \$2,050
- 3" Compound Meter- From \$2,361 to \$2,400
- 4" Compound Meter (and larger)- From Prevailing price- \$243 to \$256
- 1 1/2" Turbo Meter- From \$1,318 to \$1,350
- 2" Turbo Meter- From Prevailing price \$366 to \$376
- 3" Turbo Meter- From Prevailing price \$243 to \$255

CITY MANAGER'S RECOMMENDATIONS:

Recommend adopting resolution establishing charges for water meters for the City of Ankeny, Iowa, effective July 1, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Water Meter Fees

RESOLUTION

A RESOLUTION APPROVING THE SCHEDULE OF FEES FOR METER COSTS FOR THE CITY OF ANKENY

WHEREAS, Chapter 91.06 of the Ankeny Municipal Code provides that the full cost of any meter shall be paid to the City by the property owner or customer prior to the installation of any such meter, or at the sole option of the City, the property owner or customer may be required to purchase and install such meter in accordance with requirements established by the City; and

WHEREAS, the schedule of fees for meter costs shall be set forth by resolution; and

WHEREAS, City staff has recommended that the schedule of fees for meter costs be modified effective July 1, 2022, and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that effective July 1, 2022, the following schedule of fees shall apply for meter costs:

5/8" Meter	\$345.00
3/4" Meter	\$345.00
1" Meter	\$485.00
1 ½" Compound Meter	\$1,800.00
2" Compound Meter	\$2,050.00
3" Compound Meter	\$2,400.00
4" Compound Meter (and larger)	Prevailing Meter Price + \$256.00
1 ½" Turbo Meter	\$1,350.00
2" Turbo Meter	Prevailing Meter Price + \$376.00
3" Turbo Meter (and larger)	Prevailing Meter Price + \$255.00

Passed and approved the 21st day of March, 2022.

Mark E. Holm, Mayor

Attest:

Mandy Hanson, Records Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Human Resources

COUNCIL GOAL:
Deliver Exceptional Service

??

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve the new job classification position descriptions recommended in the FY2023 budget for the following positions: Airport Manager, Budget Analyst, Circulation Manager, Criminal Intelligence Analyst, Digital Marketing Specialist, Permits Technician, Recreation Coordinator, and Sports Complex Groundskeeper II.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

To approve the new job classification position descriptions recommended in the FY2023 budget.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Airport Manager
 Budget Analyst
 Circulation Manager
 Criminal Intelligence Analyst
 Digital Marketing Specialist
 Permits Technician
 Recreation Coordinator
 Sports Complex Groundskeeper II



POSITION DESCRIPTION

POSITION:	AIRPORT MANAGER	CIVIL SERVICE:	NO-PT
DEPARTMENT:	CITY MANAGER'S OFFICE	FLSA EXEMPT:	NO
DIVISION:	CITY MANAGER	UNION:	N/A
REPORTS TO:	CITY MANAGER	PAY GRADE:	N13

FUNCTION:

Under direction of the City Manager, performs a wide variety of administrative tasks and project management for the Polk County Aviation Authority (PCAA).

SUPERVISES:

EQUIPMENT USED:

Standard office equipment

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Serves as staff representative to the PCAA Board, participates in meetings, conducts administrative duties, and implements actions as directed by the PCAA Board.
- Represents the PCAA Board, City of Ankeny, and Polk County during meetings on aviation matters.
- Advises the City of Ankeny and Polk County on airport operational and capital needs.
- Coordinates with City staff, PCAA Board Chair, and legal counsel to prepare the monthly PCAA agenda.
- Acts as the primary contact for all Federal Aviation Authority (FAA) and Iowa Department of Transportation (IDOT) inquiries and administrative matters pertaining to the Ankeny Regional Airport.
- Serves as a liaison between the City of Ankeny and the Fixed Based Operator, ensuring the coordination of regular maintenance and inspections of all airport runways and assets.
- Advises Fixed Base Operator on required notice to airmen (NOTAM) warnings to airplane operators.
- Responsible for interpreting and implementing all FAA standards and regulations for general aviation airports, including reporting requirements, maintenance of databases, and grant reporting.
- Works with the City of Ankeny Community Development Department to ensure that all construction projects meet building code and zoning standards.
- Coordinates with utility companies and obtains easements necessary for tenants to have access to electricity and utility services.
- Arranges for contractors to repair electrical, concrete, and utility issues to hangers and runways.
- Works with legal counsel to negotiate hanger leases, farm leases, land leases, and land purchases.

- Coordinates with the public, regulatory agencies, and airport tenants regarding policy issues, complaints, and service delivery.
 - Works with City staff and legal counsel to develop contracts for snow removal, animal control/removal, and airport engineering services.
 - Works with the airport engineer to monitor building contractors regarding project scope, schedule, budget, and general management of capital projects.
 - Authors requests for proposals and ensures that the PCAA complies with all public bidding requirements.
 - Oversees the airport's long-term plan.
 - Seeks contractors to complete specialized plans, such as aeronautical forecasts.
 - Develops the PCAA five-year capital plan.
 - Coordinates and assists in the application and monitoring of grant programs related to the airport.
 - All other duties as assigned
-

ENTRY REQUIREMENTS AND SKILLS:

Graduation from an accredited college or university with a Bachelor's degree and three (3) years of public administration and project management experience, preferably in an aviation related function, or an equivalent combination of education and experience.

Knowledge of organization, functions, and problems of municipal, state, and federal government that relate to the operation of an airport; knowledge of aviation, aviation regulations, and regulatory requirements; knowledge of the capital improvement process and project management.

Ability to establish and maintain effective working relationships with city employees, PCAA Board members, regulators, and deal tactfully the general public. Must be able to work independently in carrying out position responsibilities.

REQUIRED SPECIAL QUALIFICATIONS:

- Ability to operate a computer efficiently and accurately.
 - Shall be able to obtain a valid motor vehicle operator's license issued by the State of Iowa.
 - Flexible part-time hours based on need and workload.
-

WORKING CONDITIONS:

- Works primarily in an office environment with periodic work in the field.
 - May be required to attend various meetings after regular working hours.
-

PHYSICAL REQUIREMENTS:

- Must be sighted.
- Must be insurable.
- Must be able to hear a normal conversation.
- Must be able to speak clearly at normal rate of conversation.



POSITION DESCRIPTION

POSITION:	BUDGET ANALYST	CIVIL SERVICE:	YES
DEPARTMENT:	CITY MANAGER'S OFFICE	FLSA EXEMPT:	NO
DIVISION:	CITY MANAGER	UNION:	N/A
REPORTS TO:	ADMINISTRATIVE SERVICES DIRECTOR	PAY GRADE:	N12

FUNCTION:

Performs a variety of accounting, budgeting, and financial reporting functions and related work as required.

SUPERVISES:

EQUIPMENT USED:

Standard office equipment

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Reviews and analyzes data submitted by departments for inclusion within the annual budget and five-year capital improvement program.
- Reviews purchase requisitions for budgetary compliance.
- Assists in the preparation of the budget document in accordance with the standards established by the Government Finance Officers Association's Distinguished Budget Presentation Award Program.
- Prepares long-range financial forecasts, including establishing benchmarks and estimates for the City's main revenue and expenditures sources and researches revenue and expenditure patterns.
- Assists in the development and implementation of budget policy.
- Maintains the performance measurement system and links performance measures to departmental budget objectives and the City's strategic plan.
- Prepares work papers for the annual comprehensive financial report.
- Assists in the preparation of State and Federal reports including grant, budget, tax increment financing, and other finance related reports.
- Maintains files for the City's tax increment financing program and prepares payment requests.
- Prepares schedules and budget documents for the City's budget and capital improvement program.
- Maintains the budget in the financial accounting software.
- Provides support and expert technical assistance to departments in resolving budget issues.

- Provides training in the preparation, presentation, and monitoring of annual budgets.
 - Performs duties involving complex research, analysis and forecasting, including developing efficient budget processes and procedures.
-

ENTRY REQUIREMENTS AND SKILLS:

Graduation from an accredited college or university with a bachelor's degree in accounting, finance, public administration or related field; and three years of governmental accounting experience or other related work experience.

Knowledge of the principles and practices of governmental accounting, taxation, and revenue management; ability to compile information and to prepare reports; ability to establish and maintain effective working relations with co-workers and the public and to direct the work of others. Ability to work independently to complete projects and tasks.

WORKING CONDITIONS:

- Works in office environment.
 - Must keep regular and reliable attendance at work.
-

PHYSICAL REQUIREMENTS:

- Must be sighted.
- Must be insurable.
- Must be able to hear a normal conversation.
- Must be able to speak clearly at normal rate of conversation.



POSITION DESCRIPTION

POSITION:	CIRCULATION MANAGER	CIVIL SERVICE:	NO
DEPARTMENT:	LIBRARY	FLSA EXEMPT:	YES
DIVISION:	LIBRARY	UNION:	N/A
REPORTS TO:	LIBRARY DIRECTOR	PAY GRADE:	N12

FUNCTION:

Performs professional library functions requiring specialized knowledge and expertise especially in the areas of leadership, management, and circulation knowledge. Manages, plans, and organizes the proper functioning of the circulation department on a daily basis. Responds to staff calls for assistance, troubleshoots and solves hardware and software issues, and monitors overall ILS system performance. Identifies and implements improvements. This position is also an integral part of the library administrative team helping to develop long-range plans. Oversees and supervises the library volunteer program.

SUPERVISES:

Part-time staff with circulation responsibilities, and volunteers

EQUIPMENT USED:

Standard office equipment, Polaris automated library system, RFID technologies, automated materials handler, and Envisionware self-check stations

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Oversees and manages the library circulation department
 - Assumes the responsibility for the administration, support, and staff training of the automated circulation system (Polaris), online catalog, self-checkout system, and automated materials handler (AMH) system
 - Serves as an integral part of the library administrative team
 - Responsible for the management, training, and supervision of the library volunteer program
 - Understands and is able to perform all jobs related to circulation services.
 - Receives and resolves circulation-related problems and issues.
 - Maintains statistics on circulation activity and delivers monthly circulation report
 - Recommends work procedures following professional standards; communicates with the Library Director regarding circulation policies and procedures.
 - Responsible for hiring and evaluation of prospective and current staff with circulation responsibilities.
 - Creates and provides training to circulation staff.
 - Approves scheduling and changes to scheduling for circulation staff.
 - technology.
 - Participates in continuing education programs related to the position and library services.
 - Other duties may be required and assigned
-

Board Approved: 10/03/13

Revised and Approved: 6/30/15, 3/21/22

Administrative Revision: 11/20, 2/22

Circulation Manager

ENTRY REQUIREMENTS AND SKILLS:

- Graduation from an accredited college or university with Master's degree in Library Science.
 - Intermediate computer skills required, especially in regards to working with ILS systems, materials handler, and other similar systems.
 - Two (2) or more years demonstrated supervisory experience and skills
 - Skill in written and verbal communication including the ability to instruct others.
 - Familiarity with web design.
 - Good interpersonal skills.
 - Ability to work a flexible schedule including potential evenings and weekends.
 - Special Certifications: Shall possess or obtain State Library of Iowa Staff Endorsement within 12 months of hire.
-

WORKING CONDITIONS:

- Works in public office environment.
-

PHYSICAL REQUIREMENTS:

- Talking: Expressing or exchanging ideas by means of the spoken word, both on the telephone and in person.
- Hearing: Receiving detailed information through oral communication, both on the telephone and in person.
- Standing: With some freedom to alternate between standing and sitting posture, as needed.
- Walking: Not for long distances or with greater than low average to average speed, except in emergencies.
- Sitting: With some freedom to alternate between sitting and standing.
- Reaching: Extending hands and arms in any direction.
- Grasping: Applying pressure to an object with fingers and palm.
- Lifting: Raising objects from a lower to higher position or moving objects horizontally from position to position.



POSITION DESCRIPTION

POSITION:	CRIMINAL INTELLIGENCE ANALYST	CIVIL SERVICE:	YES
DEPARTMENT:	POLICE	FLSA EXEMPT:	NO
DIVISION:	SUPPORT SERVICES	UNION:	NA
REPORTS TO:	LIEUTENANT-SUPPORT SERVICES	PAY GRADE:	N10

FUNCTION:

Under the general direction of the Police Lieutenant, conducts a variety of crime and statistical analysis. Collects, analyzes, and provides and/or presents data for strategic, tactical, and administrative use for the deployment of resources for the prevention and suppression of criminal activities, aiding the investigative process and/or for the efficient operation of the department. Ensures the quality of crime data used and released by the department.

SUPERVISES:

EQUIPMENT USED:

Standard office Equipment

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Oversees, plans, organizes and manages crime analysis within the department.
- Performs strategic intelligence analysis work to foster intelligence-led policing while integrating information in presentations for command staff and supervisors.
- Assesses or determines intelligence information requirements or needs in order to recommend, plan, prioritize and implement collection plans, targets or case strategies.
- Assists in coordination of major case investigations by prioritizing collection of data, delegating assignments, establishing schedules, organizing resources, monitoring progress, making recommendations and projecting trends to ensure accountability, quality control and timely completion of projects and cases.
- Creates and manages intelligence databases, including input, processing, and output procedures, in an automated data processing or computer environment.
- Collaborates with Police Command Staff to navigate crime suppression efforts through tactical, intelligence, strategic, and administrative analysis by producing documentation, reports, and maps and makes recommendations based on findings.
- Prepares comprehensive written reports, graphs, charts (e.g. link analysis, communication analysis, event flow, timelines), tables, maps and other illustrative devices and visual presentation for dissemination.
- Performs the retrieval and analysis of various crime, calls for service, arrest and other data generated throughout the department.
- Attends and participates in intelligence, investigative and law enforcement information sharing meetings and conferences.

- Participates in multi-agency task force investigations, work groups or committees to provide analytical assistance to meet the objectives of Ankeny Police Department.
 - Monitors available sources of media and intelligence sources to timely identify incidents and patterns.
 - May present testimony at preliminary hearings, grand jury proceedings and trials regarding investigations conducted by the Department
 - Conducts cell phone forensics processes, acquisitions, extractions and examinations of digital evidence; creates forensics images.
 - Ensures compliance with Federal and State laws and department policies and procedures in the collection of criminal intelligence and data.
-

ENTRY REQUIREMENTS AND SKILLS:

Bachelor's degree from an accredited college or university in criminology or law enforcement with two (2) years as a crime intelligence analyst, criminal investigator, or closely related field

OR

Bachelor's degree from an accredited college university with five (5) years of professional experience as a crime intelligence analyst, criminal investigator, or a closely related field

REQUIRED SPECIAL QUALIFICATIONS:

- Must obtain NCIC within six months of hire, and maintain certification throughout the course of employment.
 - Exercise sound judgment with confidential or sensitive information
 - Must obtain mobile device extraction certification within 12 months of employment.
 - Working knowledge in geographical information systems (GIS), mapping applications, computer aided dispatch (CAD), record management systems (RMS).
 - Must be able to become a Notary in the State of Iowa.
-

WORKING CONDITIONS:

- Works mostly in office environment.
 - May be required to testify in court proceedings, travel to perform certain work functions, and sit for extended periods of time.
 - Holidays, weekends, irregular hours, shift work, and call outs may be required, with possible extension of shift hours.
-

PHYSICAL REQUIREMENTS:

- Must be insurable.
- Must be sighted.
- Must be able to hear and understand normal range verbal communications.
- Must be able to speak clearly at normal rate of conversation.
- Must keep regular and reliable attendance at work
- Must be able to lift, pickup, and/or carry equipment up to 30 pounds



POSITION DESCRIPTION

POSITION:	DIGITAL MARKETING SPECIALIST	CIVIL SERVICE:	YES
DEPARTMENT:	CITY MANAGER'S OFFICE	FLSA EXEMPT:	YES
DIVISION:	COMMUNICATIONS	UNION:	N/A
REPORTS TO:	COMMUNICATIONS DIRECTOR	PAY GRADE:	N12

FUNCTION:

Performs under the supervision of the Communications Manager to develop and implement multi-channel marketing and communication strategies to enhance and promote the City of Ankeny's brand positioning. The Digital Marketing Specialist will work with cross-functional teams to develop digital marketing strategies, focused mainly on website and social platforms, that engage current and prospective residents/employees across multiple channels and analyze results to improve engagement, recruitment and sales.

SUPERVISES:

EQUIPMENT USED:

Standard office equipment

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Work with the Communications team to develop and implement marketing programs across all digital platforms for the City
 - Produce content for website and social media channels, including video, photography, graphics, and text
 - Design, implement and monitor SEO campaigns
 - Analyze and optimize PPC campaigns
 - Publish digital marketing content online
 - Implement email marketing campaigns
 - Stay current in marketing trends and news e.g. Google updates and changes in algorithms
 - Assist and support other members of the City's communications team with social media, newsletters, events, meetings, website, customer service and more.
 - Consistently survey digital landscape, particularly municipal industry trends, to evaluate new opportunities and activations
 - Event photography and videography, photo and video editing, video production
 - Brand management and adherence to brand standards for all outgoing communication
 - Other related duties as assigned.
-

ENTRY REQUIREMENTS AND SKILLS:

Graduation from an accredited college or university with a bachelor's degree in marketing, business, communications, or related field; and at least three years of professional experience in digital marketing. Demonstrated involvement in projects supporting the performance of a company's website or digital campaigns (or) a combination of educational and work experience may be substituted based on management's discretion.

Must have an ability to effectively and objectively communicate and work with internal team members and external residents/customers, as well as strong organizational skills and a keen eye for detail. The role requires comfort with autonomous multi-tasking in a fast-paced environment with changing deadlines.

Experience accessing reports and reviewing performance metrics on various social platforms: Facebook, Instagram, Snapchat, TikTok, Pinterest, LinkedIn, Twitter and Sprout Social. Ability to synthesize data and translate into actionable marketing outcomes.

WORKING CONDITIONS:

- Works in office environment.

PHYSICAL REQUIREMENTS:

- Must be sighted.
- Must be able to hear a normal conversation.
- Must be able to speak clearly at normal rate of conversation.
- Must keep regular and reliable attendance at work.



POSITION DESCRIPTION

POSITION:	PERMITS TECHNICIAN	CIVIL SERVICE:	YES
DEPARTMENT:	COMMUNITY DEVELOPMENT	FLSA EXEMPT:	NO
DIVISION:	BUILDING AND ZONING	UNION:	N/A
REPORTS TO:	PERMITS SUPERVISOR	PAY GRADE:	N08

FUNCTION:

Under direction performs a wide variety of responsible clerical duties in support of functions and programs within the permitting and inspection activities of the building division and does related work as required.

SUPERVISES:

None

EQUIPMENT USED:

Standard office equipment, reference materials, code books, department policies, guidelines and handouts and related department equipment including LAMA permits software system.

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Receives and performs data entry for a large variety of permit applications and reviews for accuracy and completion.
- Reviews and interprets applicable construction and zoning codes for the issuance of permits
- Reviews site plans and construction plans for single-family and two-family residential accessory buildings and structures to determine compliance with the codes and ordinances.
- Performs point of service over-the-counter plan check of minor plans such as fences, decks, sheds, garages and swimming pools.
- Assists Permits Supervisor in the review of simple residential projects and plan checks to confirm codes' compliance.
- Schedules a wide variety of inspections for multiple building division staff.
- Figures square footage, calculates fees, and issues permits upon approval.
- Reviews case files for final completion and issues Certificates of Occupancy.
- Assists the general public in answering inquiries, listening to complaints, or referring to appropriate personnel inquiries pertaining to zoning and building.
- Researches and follows up with State of Iowa and Workforce Development databases to ensure contractors are licensed and registered as needed.
- Receives incoming phone calls and emails, takes messages, responds to inquiries, or forwards to appropriate personnel.
- Meets with contractors and residents to explain the functions, policies and operations of the division and responds to questions concerning simple residential plan and permit submittals and code issues.

- As applicable ensures that actions of the Boards and Commission are addressed in applications for construction permits and represents the department in organizations and committees as requested and communicates and coordinates with Board members to assist them in carrying out their duties.
 - Oversees creation of and maintenance of address files.
 - Issues records, collects fees, files and prepares a variety of reporting documents for permits, and licenses.
 - Processes permit payments and balance daily revenue summary report for permits issued.
 - Completes a variety of reports, letters, charts, and documents by operating computer and entering data into various programs.
 - Makes phone calls to inform individuals of meetings, acquire additional information or relay messages as needed.
 - Assists with preparation of the monthly report summarizing permits and licenses issued.
 - Prepares agendas, attends, takes minutes and types proceedings for Board meetings.
 - Other duties as assigned.
-

ENTRY REQUIREMENTS AND SKILLS:

High School diploma or GED and three (3) years clerical or general office experience, preferably in the specialized area of building, zoning or community development.

Knowledge of: Standard office procedures and equipment and ability to operate a computer.

Ability to: understand and carry out oral and written instructions as well as departmental policies and routines; deal tactfully with the public; establish and maintain effective working relationships with co-workers; work independently in carrying out position responsibilities; and in partnership with the Permits Supervisor to deliver seamless service to the building division.

REQUIRED SPECIAL QUALIFICATIONS:

- Certification by the International Code Council (ICC) as a Permit Technician is required within one year of hire.
 - Ability to operate a computer efficiently and accurately.
 - Shall be bondable.
-

WORKING CONDITIONS:

- Works in office environment.
-

PHYSICAL REQUIREMENTS:

- Must be insurable.
- Must be sighted.
- Must be able to hear a normal conversation.
- Must be able to speak clearly at normal rate of conversation.
- Must keep regular and reliable attendance at work.



POSITION DESCRIPTION

POSITION:	RECREATION COORDINATOR	CIVIL SERVICE:	YES
DEPARTMENT:	PARKS AND RECREATION	FLSA EXEMPT:	YES
DIVISION:	RECREATION PROGRAMMING	UNION:	N/A
REPORTS TO:	RECREATION SUPERINTENDENT	PAY GRADE:	N09

FUNCTION:

Performs work under general direction; to plan, organize, and supervise recreational programs and special events. Provides customer service and office assistance for the department and performs related duties as required.

SUPERVISES:

Seasonal Staff
Volunteers

EQUIPMENT USED:

Standard office equipment
Standard recreational equipment

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Supervises the operation of recreational programs, tournaments, and special events; organizes calendars of events; monitors activities to ensure compliance with department rules and regulations; monitors facilities and equipment for proper use; assists in setting work schedules.
- Monitor revenues and expenditures in assigned area to assure sound fiscal control.
- Oversees registration for scheduled events and programs; assists in registering participants; accepts registrations and payments for programs and events; maintains registration records and balances cash receipts; reviews registration materials and rosters for completeness.
- Oversees various administrative functions such as payroll and purchases.
- Recruits and coordinates volunteers for special events.
- Assists with hiring, training, and evaluating seasonal staff.
- Coordinates the financial operations and recordkeeping requirements of the department, including payroll.
- Coordinates the recruitment and selection of instructors, coaches, umpires, referees, and others to staff programs and leagues.
- Supervises implementation of programs to ensure compliance with applicable regulations and department policies; evaluates and assesses effectiveness of programs; prepares related reports to document findings.
- Maintains program schedules, registration materials and records, fee collection reports, budget reports, facility usage sheets, department activity reports, facility and equipment maintenance records, and other documents.

- Interacts with parents, children, program participants, instructors, coaches, youth associations, community organizations, arts organizations, civic groups, and others regarding programs, events, and activities.
 - Assists in setting program fees, establishing program budgets, and complying with City's Revenue Policy. Assists in compilation of applicable reports, budget, and capital project information.
 - Supervises and coordinates the Mayor's Youth Council's activities and events.
 - Performs other job duties as assigned.
-

ENTRY REQUIREMENTS AND SKILLS:

- Graduation from an accredited four-year college or university with a major in Parks & Recreation, or related field.
 - Recreation management experience and/or training that includes planning and conducting programs in parks and recreation and/or athletics.
 - Ability to develop, organize and direct recreational activities.
 - Ability to multi-task, manage time effectively, troubleshoot and meet deadlines.
 - Ability to work independently and establish and maintain effective working relationship with other employees and the public.
 - Ability to record and deliver information to supervisors and officials; to explain procedures and policies; and to follow verbal and written instructions, guidelines and objectives.
 - Shall possess a valid motor vehicle operator's license issued by the State of Iowa.
-

WORKING CONDITIONS:

- Works primarily in an office environment.
 - Work is performed both indoors and outdoors regardless of weather.
 - Required to work some evenings and weekends.
 - Is periodically called during off-hours to deal with emergencies, problems, and citizen concerns.
 - May require lifting up to 50 pounds.
 - May require stooping and bending.
-

PHYSICAL REQUIREMENTS:

- Must be insurable.
- Must be able to hear normal conversation.
- Must be sighted.
- Must be able to speak clearly at normal rate of conversation.
- Must keep regular and reliable attendance at work.



POSITION DESCRIPTION

POSITION:	GROUNDSCKEEPER I, II	CIVIL SERVICE:	YES
DEPARTMENT:	PARKS AND RECREATION	FLSA EXEMPT:	NO
DIVISION:	PRAIRIE RIDGE SPORTS COMPLEX	UNION:	AFSCME
REPORTS TO:	SPORTS FACILITIES SUPERINTENDENT	PAY GRADE:	A07 A09

FUNCTION:

Performs work under immediate supervision. Performs manual labor and semi-skilled work in the care and maintenance of the Prairie Ridge Youth Sports Complex grounds, Hawkeye Park Sports Complex grounds, equipment and buildings, and performs related duties as required.

SUPERVISES:

EQUIPMENT USED:

Trucks, end loaders, tractors, saws, sprayers, mowers, welders, seeders, hand tools, tree chipper and power tools. See division inventory list for detail.

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Irrigation of all fields and grounds, and maintenance of all under ground irrigation systems.
 - Maintains all field preparations including marking, dragging, raking, chalking, painting, and moving of goals.
 - Performs manual labor as directed including painting, digging, cleaning, mowing, hauling, and loading.
 - Landscapes as directed, including mulching and pruning trees, planting and transplanting trees, flowers and shrubs, seeding, laying sod, fertilizing and watering.
 - Applies chemical applications, pesticides and insecticides, as needed, to ensure weed control and general upkeep.
 - Performs snow removal on the sports complex grounds and from city parking lots and sidewalks.
 - Makes regular rounds to inspect conditions, pick up trash, and remove debris from the sports complex grounds.
 - Makes minor repairs to buildings and equipment and assist in basic construction work as needed.
 - Cleans and maintains division vehicles, equipment, and tools.
 - Attends training and safety courses as needed.
 - Assists in division building maintenance to keep buildings and grounds clean and neat appearing.
-

ENTRY REQUIREMENTS AND SKILLS:

Ability to understand and follow written and oral instructions; ability to perform manual labor for extended periods under adverse weather conditions, and ability to establish and maintain effective working relationships with co-workers and the public. Shall maintain a valid driver's license issued by the State of Iowa.

GROUNDSKEEPER I (entry level)-High school diploma or equivalent. Minimum of one-year experience in sports turf maintenance, lawn care, horticulture or related field. Required to obtain a Commercial Driver's License (CDL) issued by the State of Iowa. Ability to obtain an Iowa pesticide applicator certification at the City's expense.

GROUNDSKEEPER II (promotional)- Five years' experience in performing sports turf maintenance and the operation of light, medium, and heavy construction and maintenance equipment. Shall possess a Commercial Driver's License. Shall possess an Iowa pesticide applicator certification and two or more of the following certifications: certified backflow tester, certified sportsfield manager, certified irrigation technician, possess an associate degree in Turfgrass Management or related field, or have 5 years' experience in managing people. Functions as a crew leader when needed.

NOTE: Entry requirements listed are minimum qualifications for each position only. Movement from one position to the next is based on, but not guaranteed by competent performance, on opening in an authorized position, and budget considerations.

WORKING CONDITIONS:

- Works in field environment.
- Periodically requires weekend, holiday and evening hours.
- Performs outside work in all kinds of weather conditions.
- Operates equipment having varying degrees of noise and vibration.

PHYSICAL REQUIREMENTS:

- Must be insurable.
- Must be sighted.
- Must be able to hear normal conversation.
- Must be able to speak clearly at normal rate of conversation.
- Must be able to kneel, squat, stoop, walk and climb stairs.
- Must be able to work in wet or dry trenches.
- Must be able to move up and down ladders and walk over uneven terrain.
- Must be able to lift heavy objects weighing up to 75 pounds and carries for short distances.
- Must be able to lift 50 lb. from floor to 60" height on an occasional basis.
- Must keep regular and reliable attendance at work.



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Human Resources

COUNCIL GOAL:

??

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:
Consider motion to adopt **RESOLUTION** amending the City of Ankeny Employee Handbook.

EXECUTIVE SUMMARY:
The following sections of the Employee Handbook have been amended:

- 1.4 History of the City of Ankeny
- 5.4 Paid Sick Leave
- 5.8 Family Death Leave
- 6.3 Fitness Reimbursement
- 12.6 Reporting Hotline

For specifics on amended sections please refer to the attached redline version of the Employee Handbook sections.

1.

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of the City of Ankeny Employee Handbook amendments.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution Employee Handbook Amendment
 Employee Handbook revisions 03.21.22

RESOLUTION

A RESOLUTION AMENDING CITY OF ANKENY EMPLOYEE HANDBOOK

WHEREAS, an Employee Handbook outlines the personnel policies and procedures of the City of Ankeny; and

WHEREAS, the Employee Handbook applies to all regular full-time and part-time employees as well as seasonal/temporary employees; and

WHEREAS, the purpose of the Employee Handbook is to inform all employees about the various City policies and procedures as they relate to personnel. The following sections of the handbook have been amended:

- 1.4 History of the City of Ankeny
- 5.4 Paid Sick Leave
- 5.8 Family Death Leave
- 6.3 Fitness Reimbursement
- 12.6 Reporting Hotline

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the amended sections of the City of Ankeny Employee Handbook, as prepared and presented by staff is hereby adopted.

DATED this 21st day of March, 2022.

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk



city of
Ankeny

bringing it all together

Employee Handbook

March ~~21~~², 202~~1~~²

Human Resources

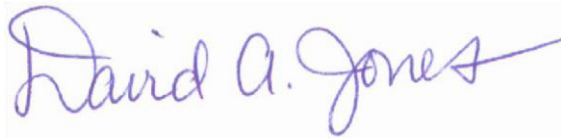
Welcome Letter

Dear Employees:

The most important resource to the City of Ankeny is its employees!

The city has prepared this handbook to help you understand the city's policies and procedures. It also explains some of the benefits that you receive as an employee. For a more detailed explanation please refer to our various benefits handbooks that will be made available to you.

From time to time the city will make changes in the policies and procedures set forth in this handbook. We reserve the right to do this. Please read this manual carefully. Should you have any questions concerning this handbook, please direct them to your immediate supervisor or Human Resources.



David A. Jones

City Manager



Mission & Vision Statements

Mission Statement

The mission of the City of Ankeny is to provide customer-focused, high-quality services and sound fiscal management. By advocating for and engaging our community, we enhance quality of life and protect the community's interests.

Vision Statement

Ankeny is a multigenerational hometown with an independent community spirit. Residents enjoy a safe community, an active lifestyle, thriving businesses and easy connectivity to the region.

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Introduction

1.1 Purpose

The contents of this employee handbook are presented as a matter of information only. It is not a contract, express or implied. While the City of Ankeny believes wholeheartedly in the plans, policies, and procedures described here, they are not conditions of employment. The City reserves the right to delete from, add to and/or revise the employee handbook at any time without notice to the employee. Although the hope that your employment relationship with us will be long term, your employment is at will, meaning either you or the City of Ankeny may terminate this relationship at any time, for any reason, with or without notice, subject to the provisions of the Iowa Code, Chapter 400.

1.2 Who is covered by this handbook?

This employee handbook applies to all regular full-time and part-time employees as well as seasonal/temporary employees who work for the City of Ankeny. The City of Ankeny will mention from time to time, when a policy or practice may be the same or slightly different for employees who are working under contract terms, or employees working under a collective bargaining agreement. Whenever the policies, terms, conditions or language of this handbook are in conflict with those of a collective bargaining agreement or any other employment contract, the policies, terms, conditions and language of the collective bargaining agreement or employment contract supersede those of the handbook.

1.3 Civil Service

The Iowa Code identifies certain positions as civil service positions and the provisions of section 400.6 govern these positions. All full-time police officers, fire fighters, and appointive full-time employees are covered under Chapter 400 Civil Service. By definition of the section 400.6 of the Iowa Code, the following are not civil service positions in the City of Ankeny:

- The Mayor, City Council, persons appointed to fill vacancies, elective offices, members of Boards and Commissions, and clerk to the Civil Service Commission.
- The City Clerk, Deputy City Clerk, City Attorney, City Treasurer, City Engineer, and other professional city engineers licensed in this state.
- The City Manager and Assistant City Managers.
- The Chief of Police and the Fire Chief.
- The head and principal assistant of each department and the head of each division.
- The principal secretary to the City Manager and the principal secretary to each of the department heads.
- Employees of boards of trustees or commissions established pursuant to state law or city ordinances.
- Employees whose positions are funded by state or federal grants or other temporary revenues.
- All part-time or temporary/seasonal employees.

Seniority rights of employees shall be those set out in Chapter 400.12 of the Iowa Code.

1.4 History of the City of Ankeny

Located near the center of Polk County, the City of Ankeny is situated approximately six miles north of Des Moines on U.S. Highway 69, served by I-35 interchanging with I-80 four miles south of the city. John

Fletcher Ankeny and his wife, Sarah, acquired the 80-acres of land on which the town of Ankeny originally developed, on July 11, 1874. The following year, on April 19, Ankeny and his wife laid out the plan for the city, which bears their name, and recorded the plat three days later on April 22, 1875.

In the early days, there were no decent roads between Ankeny and Des Moines. Much of the land between the two towns was swampy, and in wet weather it was almost impossible to make the trip to Des Moines. A narrow-gauge railroad was completed from Des Moines through Ankeny to Ames in 1874. Passenger service was established on July 11, 1880, with the fare from Ankeny to Des Moines at 33 cents.

Ankeny was incorporated as a town on February 28, 1903, with a total incorporated area of one square mile. Seven years after its incorporation, the United States census indicated a population of 445 persons.

Telephone service was inaugurated in Ankeny in 1903, and electricity was made available to residents for the first time in 1907. Extensive electrical service was not generally available to residents until 1919, when the Central Light and Power Company was granted a franchise to operate a power plant in Ankeny. The first fire department was organized on a volunteer basis in 1909. The total firefighting equipment, at that time, consisted of 3 ladders and 24 galvanized pails.

In 1940, the Federal Government established an ordinance plant for the manufacture of ammunition on the site that is now occupied by the Iowa State University Research Farm and the John Deere Company. Due to the establishment of this plant, Ankeny's population growth experienced a rapid increase, which continued after the John Deere Company purchased the plant in October of 1947. Production of corn pickers began in the Deere plant in February of 1948 with 570 employees. Production later included harvesting equipment for corn, cotton, sugar beets and potatoes, along with grain dryers and self-propelled crop sprayers.

By 1950, the town had grown to a total of 1,229. In 1958, the first home delivery came to Ankeny via the United States Post Office. In 1961, Ankeny officially became a city. The number of residents living in Ankeny at this time was 2,964, more than double the 1950 total. In 1975, Ankeny celebrated its one-hundredth birthday with a population continuing to grow from a 1970 census of 9,151 to a 1980 census of 15,482. The City has experienced an approximate 5 percent annual population growth over the past decade with a 1990 census count of 18,482 to a 2000 census count of 27,117. A special census in 2005 recorded Ankeny's population at 36,161. The US Census Bureau released its 2008 population estimates which again show that Ankeny has had the largest increase in population in the state, growing by nearly 15,000 people between 2000 and 2008. The 2010 census reported a population of 45,582. Ankeny's 2014 special census reported a population of 54,598, making it the third largest city in the Des Moines Metro and eleventh largest in the state. A recent report issued by the US Census Bureau in 2016 stated Ankeny is the third fastest-growing city in the nation. The 2020 census reported a population of 67,887 making it the seventh largest city in the state. Ankeny's current population is estimated to be over 70,000.

We have a Mayor/Council form of government, with a City Manager. The City Council consists of the Mayor and five council members who are elected at large. The Council sets policy for the City, adopts ordinances and resolutions, approves the annual budget, and approves all expenditures. Day-to-day operations of the City are managed by the City Manager. The city employs approximately 650 employees including fulltime, part-time, seasonal and temporary employees. A sports complex, two aquatic centers, public library, ~~two-three~~ fire stations, police station, senior community center and city hall provide residents with contemporary city facilities.

Ankeny has forty-~~three~~six city parks and greenways, two 18-hole golf courses as well as a 9-hole country club course. A 120-acre youth sports complex was completed in 2002. Just west of Ankeny is Saylorville Lake, a 5,400-acre lake with recreational and camping facilities. Big Creek Lake, an 866-acre lake is just north of Ankeny. Both provide opportunities for hiking, boating, swimming, biking, camping and fishing.

~~The Ankeny Community School District, the 6th largest district in the state, enjoys an outstanding reputation in Iowa and the Midwest for exemplary and balanced programs designed to meet the needs of all students. Students routinely rank among the best in the state in music, sports and academics.~~

The community's K-12 public education needs were historically met by just the Ankeny Community School District, the 7th largest district in the state. But due to rapid growth and new residential development, the community is also served by a smaller but growing North Polk Community School District. Both districts enjoy outstanding reputations in Iowa and the Midwest for exemplary and balanced programs designed to meet the needs of all students. Students routinely rank among the best in the state in music, sports and academics. Other private education options available are Ankeny Christian Academy and St. Luke The Evangelist Catholic School.

Ankeny is home to Des Moines Area Community College, the state's largest community college. Built in 1970, the DMACC campus is constructed on a 320-acre site and services an eleven-county area offering a wide variety of educational programs designed to meet the different interests, abilities and personal objectives of adults of all ages regardless of prior educational achievements.

Faith Baptist Bible College is located on a 40-acre campus in northwest Ankeny. FBBC is a private, co-educational, degree-grant undergraduate Baptist Bible College and offers Associate of Arts, Bachelor of Science, Bachelor of Arts, and Bachelor of Theology Degrees.

Ankeny has a long history of supporting businesses, both big and small, and fostering an environment where businesses can be successful and continue to grow in Ankeny. A cooperative spirit fostered public and private partnerships between the City and businesses that has resulted in attracting a number of prominent companies including, Kreg Tool, PowerPollen, Casey's Corporate Headquarters, John Deere Des Moines Works, Bayer, B&G Foods/Tone's Spices, Perishable Distributors of Iowa, Baker Group and several other prominent companies. As a community with over 70,000 residents, Ankeny is a major, full-service retail and service hub supporting the needs of residents while also drawing visitors of all ages from outside our community to visit Ankeny's national retailers, independent shops, unique dining establishments, abundant recreational opportunities and entertainment amenities.

~~A cooperative spirit fostered by the public and private partnership has resulted in attracting a number of prominent companies including, Pioneer Hi Bred, Embria Health Sciences, Casey's Corporate Headquarters, John Deere Des Moines Works, Monsanto, Tone's Spices, Perishable Distributors of Iowa and SYSCO. A major retail corridor includes a Wal-Mart Supercenter, Super Target, Home Depot, Menards, Fleet Farm and Sam's Club, as well as three major car dealerships and numerous restaurants and shops.~~

Ankeny Regional Airport is located adjacent to Interstate 35 and one of the area's top business parks, Metro North. The airport features a 5,500-foot main runway and is among the fastest growing general aviation airports in the nation.

Definitions

Listed below are the definitions of some common terms found in this handbook:

Appeal — An application for review of an alleged grievance submitted or instituted by employees to a higher authority.

City — The City of Ankeny

City Employee — A person who is employed by the city and is compensated by salary or hourly wages. Not included are elected officials, appointed members of boards, contractors, and employees of contractors.

City Manager — Is the chief administrative officer of the City of Ankeny, appointed by the Mayor and City Council, who is responsible for the day to day operations of the city. The City Manager ensures that city policies are properly administered, and is the appointing authority for the city.

Civil Service Commission — A three-member commission, appointed by the Mayor and approved by the City Council, to oversee that the provisions of the Code of Iowa, Chapter 400 are followed.

Compensation — The salary, wage, allowances and other forms of similar consideration earned by or paid to you for working in a position.

Compensatory Time off — Time off from work instead of monetary pay for overtime worked.

Demotions — The movement of an employee to a job class having a lower maximum pay grade. A reclassification is not considered a demotion.

Discharge — The separation of an employee from city employment for cause.

Discrimination — A showing of bias or favoritism in treatment because of race, sex, age, color, ancestry, sexual orientation, gender identity, national origin, religion, physical handicap, etc.

Eligibility List — A list containing the names of individuals qualified for appointment to civil service positions.

Exempt Classification — A job not subject to the provisions of the Fair Labor Standards Act with respect to minimum wages and overtime. Management and professional classifications are considered exempt.

Grievance — A formal written complaint by a city employee through proper administrative channels alleging that ~~her/his~~their employment or productivity has been adversely affected by unfair treatment, unsafe or unhealthy working conditions, inaccurate application of Ankeny's policies or procedures, or unlawful discrimination.

Human Resources Director — The individual designated to establish and administer on a daily basis the city's personnel management procedures in accordance with policies established by the City Manager, Mayor, and Council.

Leave — An approved absence from work as provided for by personnel policies and the employee handbook.

Outside Employment — Employment of any kind engaged in by a city employee for which compensation is received from a source other than the City of Ankeny.

Overtime — Authorized time worked by an employee in excess of regular work schedule as provided for in the Fair Labor Standards Act.

Pay Plan — The official pay schedule approved by the City Council. The plan assigns a rate of pay to each

class, such as a pay range.

Promotion — Any movement of an employee from a position in one class to a position in another class having a higher pay grade. Reclassifications are not considered a promotion.

Regular Full-time Employee — An employee who normally works a minimum of 40 hours per week. Anyone who is considered regular full-time is eligible to enroll and participate in the city's benefit programs.

Regular Part-time Employee — An employee who is regularly scheduled to work year-round, with a minimum of 20 hours but less than 40 hours worked per week. Eligible for paid leave benefits on a prorated basis. May qualify for health insurance under the Affordable Care Act. This excludes temporary/seasonal employees. (Revised 1-1-98)

Retirement — The separation of an employee from the service of the city who is eligible for and receives benefits from a recognized retirement system.

Seasonal/Temporary Employee — An employee who may work full- or part-time during one or more seasons. May qualify for health insurance under the Affordable Care Act.

Sexual Harassment — Unwelcome sexual advances, requests for sexual favors, and/or all other verbal or physical conduct of a sexual or otherwise offensive nature where (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment, (2) submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting the individual, and/or (3) such conduct has the purpose or effect of unreasonably creating an intimidating, hostile, or offensive working environment.

Termination — The separation of an employee from the service of the city; including death, rejection, discharge, layoff, resignation or retirement. The termination date will be the last working day of the employee, unless otherwise determined by the City Manager.

Transfer — The movement of an employee from one position to another. This could be within the same job classification or in a different classification.

Vacancy — A position duly created and not abolished which is not currently occupied by an employee.

Equal Employment Opportunity (EEO) and Affirmative Action

The City of Ankeny is an equal opportunity employer and is committed to fair and equal treatment of all employees without regard to race, color, age, religion, sex, sexual orientation, gender identity, ancestry, national origin, or handicap that does not interfere with job performance with reasonable accommodation.

The City is committed to administer all personnel actions in compliance with federal and state regulations. The City refrains from using policies that discriminate in such matters as employment, promotion, demotion, transfer, compensation, benefits, training and education. The City's policies also prohibit sexual harassment of any kind. If any employee feels discriminated against or harassed, they should direct their problem either to their immediate supervisor or to human resources. All complaints will be investigated and resolved promptly. The confidence of the employees involved will be maintained to the extent possible.

The City will comply with all federal and state regulations regarding affirmative action.

Compensation

4.1 Pay Plan

The City seeks to balance the need to be prudent with public funds and the compensation needs of its employees. The city competes for a talented dedicated workforce in the same labor market as private sector employers. Accordingly, the City frequently assesses the labor market in order to determine the competitiveness of your pay plan. Most likely the City will not be the highest paying employer in the area. However, we do offer a competitive total compensation package and a work environment where you can feel good about your contribution to improving the community where you live.

Each job classification shall be assigned to the appropriate salary range. Newly appointed employees will normally start at the minimum rate of pay in the range. Generally, step increases in pay will occur at the beginning of each fiscal year.

4.2 Job Classification

The job classification plan shall consist of the various classification titles as approved by the City Council. The plan shall be administered by the City Manager to ensure that the job class specifications are accurate and current.

All employees are designated as either non-exempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and the employee's employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the City of Ankeny.

Non-exempt employees – are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt for the law's requirements concerning minimum wage and overtime.

Exempt employees – are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the US Department of Labor.

4.3 Pay Periods

Payday is every other Friday (bi-weekly). If payday falls on a holiday, you will be paid prior to the holiday. Your pay period will begin on Monday and end on the Sunday prior to the Friday pay date.

The city provides a variety of benefits to regular full-time employees. The city provides certain paid leave benefits on a prorated basis to regular part-time employees. These benefits are part of the total city compensation package. Brochures concerning benefits are available from the Human Resources Department.

4.4 Payroll Deductions/Direct Deposit

The City of Ankeny offers a wide variety of payroll deduction options to include:

- Deferred Compensation (457 Plan)
- Group Medical, Dental, Life and Long-term Disability Insurance

- Medical and Dependent Care Flexible Spending Accounts (125 Plan)
- Voluntary Life Insurance and other employer sponsored voluntary benefits
- Charitable Organizations (United Way, Iowa Shares)

The direct deposit of payroll checks is also provided and encouraged. All new employees are required to sign up for direct deposit. An employee may divide their check among three depositories and/or accounts for same day ACH deposit.

Contact the Human Resources Department for additional information on direct deposit.

4.5 Longevity Pay

The city will contribute the following amounts to your salary for full time employees depending on your years of service.

Longevity Schedule (Continuous Service)	Additional Per Year Amount	Total Yearly Amount
after 5 years	\$500	\$500
after 10 years	\$500	\$1,000
after 15 years	\$500	\$1,500
after 20 years	\$500	\$2,000
after 25 years	\$500	\$2,500

4.6 Hours of Work

All employees shall be scheduled to work on a regular work schedule and shall have a regular starting and quitting time. Generally, a regular workweek consists of eight hours per day, five days a week. For some personnel a workweek may consist of a variety of work schedules such as 24 hour shifts in the fire department and 9 hour shifts in the police department. The workweek covers seven consecutive days beginning on Monday and ending on Sunday. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. Employees whose shift starts one day and ends the next will have the hours counted on the day the shift began.

You are expected to be at your work place in accordance with approved hours of work, holidays and leaves. All non-exempt employees must record their working time and nonworking time in the appropriate time keeping system. Employees may not punch other employees in/out without prior approval from a supervisor. Employees are expected to be engaged in carrying out their duties during all scheduled work time and should be ready to begin working at their scheduled starting time.

Lunch Hours: Your supervisor will advise you of your assigned time as the city must maintain adequate work coverage. Each employee shall be allowed an unpaid lunch period, which shall generally be scheduled in the middle of the work shift. Lunch periods shall be scheduled by the department supervisor, who will give appropriate consideration to department needs and regulations. Such periods will not be more than one (1) hour nor less than thirty (30) minutes.

Work Breaks: Each employee may take a 15-minute rest break for every four hours worked. The direct supervisor is responsible for determining when and where employees take rest breaks.

Rest break time does not accrue; if unused it is lost. You may not save your break times to extend a lunch

period or leave work early.

4.7 Overtime & Compensatory Time

All employees are expected to work overtime when necessary. If you are a non-exempt employee and work in excess of forty hours in any workweek, you will be paid either cash or compensatory time at a rate of time and one-half. Employees engaged in fire protection or law enforcement may have different work periods and their overtime shall be compensated in accordance with Section 7(k) of the Fair Labor Standards Act.

Full-time employees who are required to work on a Sunday that is outside of the regular Monday-Friday work schedule, will be paid either cash or compensatory time at the rate of double-time.

Full-time employees who are scheduled or called to work outside their regularly scheduled shift, will be paid a minimum of two (2) hours cash or compensatory time at the rate of time and one-half, regardless of the amount of time actually required to perform the task(s) assigned.

Full-time employees who are scheduled or called to work outside but contiguous to their regularly scheduled shift, will be paid for the actual hours worked in cash or compensatory time at the rate of time and one-half for those hours that exceed the regular shift.

For purposes of computing overtime hours, all hours for which the employee actually works, as well as all approved paid leave, including sick leave, shall be considered as hours worked.

Fire fighters and police officers covered under the collective bargaining agreements are excluded from earning compensatory time.

If you elect compensatory time, you will be allowed to be compensated with comp time up to a maximum of eighty (80) hours per fiscal year. All accumulated compensatory time not taken by the end of the fiscal year will be paid. Compensatory time may be used in increments of one-quarter hour and will be scheduled mutually by the Employer and the Employee.

Exempt employees are eligible to receive administrative time for excess hours worked. The intent of administrative time is not to provide hour for hour time off, but rather to allow management the flexibility to recognize employees who work extra time to provide services.

4.8 Standby Pay

Standby pay only applies to eligible employees working in the Municipal Utilities department. An employee designated to be in standby status is responsible for keeping the Employer aware of ~~his/her~~their whereabouts and shall be accessible by telephone. The Employer may establish reasonable reporting time and procedures for implementation of this section. An employee in standby status shall receive \$10 per day for each day on standby.

Leave Benefits: with and without pay

5.1 Paid Holidays

The following days shall be recognized and observed by regular full-time and regular part-time employees as paid holidays:

- New Year's Day

- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday following Thanksgiving
- One additional day either before or after Christmas Day (see below)
- Christmas Day

Employees shall be eligible for holiday pay provided they work the last scheduled working day before and the next scheduled working day following the holiday, or provided they are on approved leave (either paid or unpaid) for those same days. In approving leave around a holiday, directors/division heads must ensure adequate personnel are on-duty to conduct departmental business.

If the holiday falls on a Saturday, the Friday before the holiday will be observed, and if the holiday falls on a Sunday, the Monday after the holiday will be observed. When Christmas falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the legal holiday observance, the preceding workday shall also be observed as a holiday. When Christmas falls on Sunday, Monday, or Thursday, in addition to the legal holiday observance, the following workday shall also be observed as a holiday.

Non-exempt employees who are required to work on any of the holidays listed above, shall be paid double time for all hours worked on the holiday, or compensatory time off at the rate of two (2) hours for each hour worked, in addition to the regular holiday pay.

If you are on a paid leave of absence, and the holiday occurs during your leave, the holiday will not be counted as part of that leave of absence.

Fire department personnel working 24-hour shifts will not receive paid holidays, but will be expected to work all official holidays that fall upon their regular shift day unless authorized in advance to use other paid leave time on that day. If an Employee's regular work schedule includes a holiday, ~~he/she~~they shall be paid time and one-half (1 ½) for each hour worked on the holiday. If an Employee volunteers or is required to work a holiday that is not a part of their regular work shift, ~~he/she~~they shall receive double time (2) in lieu of time and one-half (1 ½).

The holiday work rate of pay shall start at the beginning of the shift on the day of the actual holiday and continue for 24 hours until the end of the shift on the next day. The one additional day at Christmas will be designated as Christmas Eve Day. The actual calendar day the holiday falls will be the recognized day to receive the premium pay. This also applies to part-time paid on call firefighters who work on a holiday.

5.2 Paid Vacation Leave

All regular full-time employees are granted vacation based on the following schedule*:

Length of Service	Accrual
0-4 years	80 hours per year

5-9 years	120 hours per year
10-14 years	160 hours per year
15-24 years	200 hours per year
25+ years	240 hours per year

* Vacation schedules for employees covered by union contracts are found therein.

Regular part time employees are granted vacation that is prorated on the basis of their regularly scheduled hours within the two week (80 hours) pay period. For example, a part-time employee that is regularly scheduled to work 40 hours within the two-week pay period would receive 50% of the leave benefit provided to a comparable full-time employee; 60 hours 75%, 64 hours 80% and so on. (Approved July 1, 2001)

Fire department personnel working a 24-hour shift will accrue vacation at the rate of 1.4 times the hours accrued for personnel working an 8-hour shift. Police department personnel working a 9-hour shift will accrue vacation at the rate of 45 hours per week instead of 40 hours per week. You will not accrue additional vacation until you have completed twelve (12) consecutive calendar months of service.

Your immediate supervisor needs to approve all vacation leaves in advance. All employees should take a minimum of one week of their accumulated vacation as a full week. All remaining accumulated vacation may be used in one (1) hour increments, unless prior approval is granted for a smaller amount.

If one of the paid holidays occurs during your vacation, the holiday will not be counted as part of your vacation time.

An Employee will automatically carry-over any remaining vacation up to the annual accrual as long as the balance does not exceed two times the annual accrual. For example, if you earn 80 hours of vacation and don't use it, you may carry-over the 80 hours and earn your new 80 hours for a balance of two times your annual accrual. The city does not make cash payments in lieu of not taking a paid vacation, unless you are under a specific contract or agreement that would allow this. One exception to this rule is that if you have declared a bona fide retirement date, after your last annual vacation accrual you may choose a one-time cash payout of your accrued vacation leave prior to your retirement date.

An Employee, who is laid off, discharged, resigns, or separates from the service of the Employer or dies, shall be compensated in cash for unused vacation they have earned at the time of such layoff, discharge, resignation, separation or death provided ~~he/she~~they ~~has~~have successfully completed ~~his/her~~their probationary period and ~~has~~have given a minimum of two weeks written notice.

An employee who has completed at least 20 years of service with the City of Ankeny or who is taking a bona fide retirement from IPERS or MFPRSI shall be compensated for their unused vacation balance by placing this payout amount into a Retirement Health Savings Plan (RHS Plan) to be used for post-retiree health care expenses and/or premiums.

Accrued vacation time may not be used to satisfy the two week minimum termination notice requirement, unless waived under special circumstances by the City Manager. All unused vacation will be paid in lump sum on the employee's last paycheck. An employee's termination date will be their last working day.

Under certain circumstances, the City Manager may approve an exception to the above policy. The department director may request approval for the use of the employee's unused vacation to extend the termination date of the employee beyond their last working day so long as all of the following conditions

are met:

- The extended period is for no more than two weeks
- While the employee is “on vacation” they may not accrue any additional vacation time by passing their anniversary date
- Extending the termination date does not cost an additional full month of insurance coverage to the City

5.3 Paid Personal Leave

The city provides paid personal leave to regular full-time and regular part-time employees.

Each year on July 1, each regular full-time employee shall receive 32 hours of personal leave. Eligible Employees hired between July 1 and October 1 shall receive 32 hours of personal leave. Eligible Employees hired after October 1 but prior to January 1 shall receive 24 hours of personal leave. Eligible Employees hired after January 1 but prior to April 1 shall receive 16 hours of personal leave. This personal leave must be used on or before June 30th of the following year. Regular part-time employees will receive a prorated amount on the basis of their regularly scheduled hours within the two week (80 hours) pay period. Certain groups of employees may receive a differing amount of personal leave based on a contract or agreement.

Fire department personnel working a 24-hour shift shall receive 96 hours of personal leave. Police department personnel working a 9-hour shift shall receive 36 hours of personal leave. Personal leave does not accumulate from one year to the next.

Personal leave may be taken in one-hour increments, unless prior approval is granted.

Your immediate supervisor needs to approve personal leave requests.

Personal leave is not paid out at time of separation. You must use it prior to your last working day or you lose it.

5.4 Paid Sick Leave

As a regular full-time employee, you will accrue sick leave on the first pay period of each month at the rate of 8 hours per month after the first 30 days of employment. Total accumulation cannot exceed 1,600 hours. Regular part-time employees will receive a prorated amount on the basis of their regularly scheduled hours within the two week (80 hours) pay period. Fire department personnel who work a 24-hour shift will accrue sick leave at the rate of 1.4 times the hours accrued for personnel working an 8-hour shift.

You may take sick leave for medical or dental appointments during working hours, which may be used in units of 1/4 hour. You shall notify your immediate supervisor prior to your regular scheduled reporting time if you are going to be absent. Your supervisor may require a doctor's excuse if there is reason to believe an abuse of sick leave is occurring or if you are absent for more than three consecutive days. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal. If you are sick on a holiday or scheduled vacation, that time will not be charged as sick leave used.

You can use up to 40 hours per calendar year to care for the health or medical needs of immediate family. Fire personnel working 24-hour shifts can use up to 72 hours per calendar year. In the event of a catastrophic illness or injury, where the immediate family member's life is at risk, an additional 80 hours

of sick leave may be granted by the City Manager. For purposes of sick leave usage, immediate family is defined as spouse, child, step-child, parent or step-parent.

You can use up to 80 hours of sick leave in connection with the birth of your child, to assist your spouse in recovering from childbirth, or for the placement of a child for adoption or foster care. Parental leave must be used within 120 calendar days immediately following the birth or placement of the child. Parental leave will be treated as FMLA leave and counted against the FMLA leave entitlement.

Upon an employee's separation of service in good standing, an employee who has completed at least 20 years of service with the City or who is taking a bona fide retirement from IPERS or MFPRSI shall be paid 25% of their sick leave balance, up to a maximum of 400 hours. This compensation shall be placed into a Retirement Health Savings Plan (RHS Plan) to be used for post-retiree health care expenses and/or premiums. There shall be no payout of any sick leave balance for employees who involuntarily terminate or resign in lieu of termination.

5.5 Donated Leave Policy

The City of Ankeny recognizes that an employee or immediate family member may suffer from a catastrophic illness or injury resulting in circumstances where the employee lacks sufficient paid leave time to care for themselves or a family member. The City will allow employees an opportunity to donate accumulated leave to an employee who has exhausted all forms of paid leave for which the employee was eligible. This policy is strictly voluntary and for the sole purpose to assist employees who have a personal or family catastrophic illness or injury. An employee may not directly or indirectly intimidate, threaten, or coerce any other employee or interfere with any right that employee may have with respect to donating, receiving, or using available leave. Such acts of coercion will be the basis for taking disciplinary actions. The City Manager has the authority to grant exceptions to this policy by modifying or waiving any provision pertaining to eligibility or procedure. This will only be given consideration upon a joint recommendation by the appropriate department director and Human Resources Director. [Donated Leave Policy](#)

5.6 Paid Injury Leave

All employees can receive paid injury leave when they incur an injury or occupational disease that occurred while performing work duties. During the leave, the city pays you your full wage or salary less any amounts paid to you by worker's compensation insurance for lost time. The waiting period of three days will be compensated to employee and charged to accrued sick leave. The portion compensated by the city shall be calculated and charged to accrued sick leave. Temporary employees incurring an injury will be paid to the end of their shift that day.

If you should be injured on the job, notify your supervisor immediately, then you and your supervisor must contact Company Nurse at 1-888-770-0928 to report the injury and receive treatment information. Your supervisor will complete the Employer Investigation Report and submit that to Human Resources. Job-related injuries are covered under the provisions of Worker's Compensation. Please refer to this document for [questions related to worker's compensation](#).

The City has a designated clinic as its worker's compensation authorized treating clinic as provided by law under Iowa Code Chapter 85.39. Employees with a work-related illness or injury will be required to have their initial evaluation with this clinic. If appropriate, and with prior approval from the work comp carrier, the designated clinic may make referrals to other specialists.

If an employee decides to go to another provider without the referral from the authorized treating clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless seen by the authorized treating clinic.

The city also has a return to work program to provide guidelines for employees injured on the job who are unable to return to their regular job classification upon returning to work. [Return to Work Policy](#)

Employees covered by the Municipal Fire and Police Retirement System (MFPRSI) are exempt from workers' compensation benefits. The above procedures still apply to this group of employees; however, the City will pay the regular wages of the employee who is injured on the job and unable to work due to a temporary disability. Permanent disabilities are paid by the MFPRSI under Chapter 411 of the Iowa Code.

5.7 Military Leave

All employees who are members of a reserve force of the United States or of the state shall be granted a leave of absence when ordered to attend a training program or perform other duties under the supervision of the United States or this state. Any employee who enters into active service in the Armed Forces of the United States while in the service of the City of Ankeny shall be granted a leave of absence for the period of military service. [Iowa Code Chapter 29A](#)

The leave of absence shall be with pay, only for regular full-time employees, during the period of such activity and shall not exceed thirty days of military leave per calendar year. A day is defined as a normally scheduled working day for an employee. The City will not count non-working days as a part of the thirty day maximum. For example, if an employee is ordered to participate in annual training for fourteen consecutive days and if during those days the employee would normally be required to work for ten days, then ten days of military leave would be required. If the employee's work shift crosses two calendar days, only one day shall count toward the 30 paid day maximum.

However, where the employee's military duty is for a period of thirty (30) days or more, military leave is required for all days that the employee is performing military service.

Military leave that exceeds the 30-day per calendar year allotment may be taken with pay if the employee chooses to use vacation, personal, PTO, and/or compensatory time or without pay at the request of the employee.

Copies of your orders are required to be given to your department director or designee at least ten working days prior to reporting for duty whenever possible. If the military orders require reporting to duty sooner than ten working days' notice, the employee will provide a copy of the orders as soon as they are received by the employee.

5.8 Family Death Leave

If you are a regular full-time or regular part-time employee and there is a death in your immediate family defined as spouse, child, parent, step-parent, step-child, father-in-law or mother-in-law, you may take up to five working days off without loss of pay. Fire personnel working 24-hour shifts may take two shifts off without loss of pay for immediate family. For other family members defined as brother, step/half-brother, brother-in-law, sister, step/half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, step-grandchild, grandparent or grandparent of a spouse, you may take up to three working days off without loss of pay. Fire personnel working 24-hour shifts may take one shift off without loss of pay for other family members. [This provision also includes leave for miscarriages and stillbirths.](#)

5.9 Jury Duty

If regular full-time or regular part-time employees are called to jury duty, upon providing proof of such duty, the city will continue to pay your wage or salary. In addition, the employee is allowed to keep any compensation received from the court system for their jury duty. If you are released and there are two or more hours left in your normal workday, you will need to return to work.

5.10 Voting Leave

All city employees are entitled to vote in an election. However, if you do not have three consecutive hours of non-work time in the period between the opening and closing of the polls, you are entitled to limited paid time off to go vote. Notice must be given to the employee's supervisor prior to taking leave.

5.11 Unpaid Leave

Regular full-time and regular part-time employees may ask their department director for leave without pay after six months of service with the City of Ankeny. The request shall be submitted in writing indicating the reason and length of time of absence. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible. The Human Resources Director along with the department director shall grant or deny the leave taking into consideration the division's work units, work load and the Employee's request. Unpaid leave prior to six months of employment will be determined on a case by case basis by the department director and the Human Resources Director.

5.12 Family & Medical Leave Act of 1993

In accordance with the Family and Medical Leave Act of 1993 it is the policy of the city to grant up to 12 workweeks of family and medical leave during a 12-month period to eligible employees ~~(male and female)~~. Medical leave necessitated by pregnancy shall be allowed to eligible employees pursuant to the provisions of federal and state law.

To be eligible for Family and Medical Leave, the employee must:

- have been employed by the city for at least 12 months, and
- have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

The employee must submit a Request for Family/Medical Leave and be taking the leave for one or more of the following reasons:

- the birth of the employee's child and in order to care for that child.
- the placement of a child with the employee for adoption or foster care and to care for the newly placed child.
- to care for a spouse, child, or parent with a serious health condition;
- for the employee's own serious health condition that makes the employee unable to perform the functions of ~~his/her~~their position.
- Qualifying exigency leave for families of members of the Armed Forces when the covered military member is on active duty or called to active duty in support of a contingency operation to a foreign country or international waters. This includes the employee's spouse, son, daughter, or parent.
- Military caregiver leave (also known as covered servicemember leave) to care for an ill or injured servicemember.

The leave may be paid, unpaid, or a combination of paid and unpaid depending on the circumstances as specified:

- Birth of child - An employee taking leave for the birth of a child must use paid sick leave if available for physical recovery following childbirth (typically six weeks). A doctor's note will be required for the period of physical recovery. The employee must then use all other paid leave, and then will be eligible for unpaid leave for the remainder of the 12 weeks.
- Care for newborn child after birth, adoption, or foster care - An employee taking leave to care for a child after birth, adoption, or foster care may use up to 40 hours of sick leave if available (in accordance with the Employee Handbook 5.4) and then all other paid leave prior to being eligible for unpaid leave.
- Serious health condition - An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a spouse, child, or parent must first use sick leave (in accordance with the Employee Handbook 5.4) then all other paid leave prior to being eligible for unpaid leave.
- Other authorized leave - If the employee has accrued paid leave the employee must use paid leave first and take the remainder of the twelve weeks as unpaid leave.

For leaves taken because of the employee's or a covered family member's serious health condition, the employee may be required to submit a completed "Physician or Practitioner Certification" form and return the certification to the Human Resources Department. [Family Medical Leave Act Policy](#)

5.13 Pregnancy Leave

Employees not eligible for FMLA leave who are temporarily disabled because of pregnancy or related medical conditions are entitled to unpaid leave for the period of temporary disability or for 8 weeks, whichever is less.

5.14 Lactation

The City of Ankeny will provide reasonable break time for an employee to express breast milk for ~~her~~a nursing child for 1 year after the child's birth. The City will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The frequency of breaks needed to express milk as well as the duration of each break will likely vary, and the employee must communicate with ~~her~~their supervisor regarding the timing of breaks.

Employee Benefits

6.1 Insurance

The group insurance program the city provides for regular full-time employees and their families is one of the most attractive programs available. The program is constantly being reviewed to provide a cost-effective foundation upon which you can build the security and well-being required for you and your family. The following is a brief outline of the coverage provided:

- Medical
- Dental
- Life Insurance

- Long-term Disability Insurance
- Voluntary Life Insurance
- Voluntary Vision Discount Program
- Other voluntary insurance products

Please contact the Human Resources Department for more information on insurance.

6.2 COBRA

By law the city must offer continuation of health coverage to employees and dependents under certain termination-of-employment situations.

Please contact the Human Resources Department for a summary of your rights and obligations under the law.

6.3 Fitness Reimbursement

To encourage the physical wellness of our employees the City offers a ~~\$1218~~/month fitness reimbursement to all full time and regular part-time employees for wellness activities. This amount may differ for employees covered by a collective bargaining agreement. Please contact the Human Resources Department for more information on this reimbursement.

6.4 Flexible Spending Account

Regular full-time and regular part-time employees (who qualify for health insurance under the Affordable Care Act) are eligible to participate in the City's Section 125 Flexible Benefit Cafeteria Plan. As a part of the City's Section 125 plan, any premiums you pay for medical or dental insurance will be deducted from your paycheck on a pretax basis.

Eligible full-time employees may also contribute pretax dollars to a flexible spending account to pay medical costs not covered by insurance and/or dependent care expenses. The Human Resources Department will distribute more information prior to the beginning of each plan year.

6.5 Deferred Compensation Plan

The City of Ankeny provides a deferred compensation plan for regular full-time and regular part-time employees. Employees may defer, or set aside, a portion of their paycheck and delay paying federal and state taxes on that amount, usually until they retire. Details on the plan and other various investment options are available from the Human Resources Department.

6.6 Retirement

The retirement program for all regular full-time, part-time, and certain seasonal/temporary employees (except full-time police officers and fire fighters) is the Iowa Public Employees' Retirement System (IPERS). For full-time police officers and fire fighters the retirement system is the Municipal Fire and Police Retirement System of Iowa (MFPRSI). Detailed information about both systems is available from the Human Resources Department.

6.7 Employee Assistance Program

With the hectic pace of our daily lives, we encounter a variety of problems at home, work or other life areas. It is not uncommon to experience marital, emotional, legal, alcohol/drug, financial, family or a wide

variety of other problems. Generally, we are able to deal on our own with the stressors of everyday living; however, in some situations outside help may be welcome. Regardless of the type of problems, help is available through the Employee Assistance Program (EAP).

EAP's service is offered as a benefit to all employees and family members within our organization. Initial counseling and referral services are confidential and at no cost. Counselors are available 24-hours a day, 7-days a week. If problems do arise, the employee assistance program can help. If you need it, please use it. Refer to your benefits booklet for contact information.

6.8 Length of Service Award

The City appreciates and recognizes the importance of your continuing service with the city. All regular full-time and part-time employees will be presented a Service Award commemorating your service after your 5th, 10th, 15th, 20th, 25th and 30th years of employment with the city.

6.9 Employee Training

The City of Ankeny encourages its employees to attend conferences, seminars and training sessions of benefit to the employee in enhancing job performance, skills and knowledge. A request for approval to attend conferences, seminars or training sessions must be submitted on the proper forms and signed by the department director. For a detailed description of policies and procedures on employee training and travel, refer to the [Travel and Training Policy](#).

6.10 Tuition Reimbursement

The City of Ankeny encourages regular full-time employees to improve their knowledge, abilities and skills. Tuition reimbursement shall be limited to \$1,200 per fiscal year, for courses which directly relate to the employee's current position or which are a part of a program leading to an associate degree, a bachelor's degree or a graduate degree in a field which is related to the employee's current position or a position which the employee may have a reasonable expectation of being promoted to while employed with the City. In order to be eligible for tuition reimbursement each employee is subject to the following requirements:

- The employee must be a non-probationary full-time employee.
- The employee must submit the "Application for Course Approval and Tuition Reimbursement" form, before enrolling, to the department director and City Manager for approval.
- The course shall directly relate to the employee's current position or position in which the employee would have a reasonable expectation of being promoted to; or any course, including outside-the-major electives, required for a degree or certificate in a field either directly related to the employee's current duties or a field in which the employee would have a reasonable expectation of being promoted to while employed by the City.
- The employee must submit a statement of the tuition charges and proof of payment that the employee paid for the tuition or is going to pay back through a student loan. Tuition that is paid from other sources, therefore not an expense to the employee, are not eligible for reimbursement.
- The employee must submit course completion with a grade of a C or better. When an institution provides a course on a pass/fail option only, the City will honor a "pass" grade.
- Courses are to be completed during non-working hours unless prior approval is given by the department director and the City Manager.

- The employee must attend a college, university, trade school, business school or other institution which meets the requirements of an accrediting association recognized by the U.S. Department of Education.
- The employee must agree to remain employed by the City for an additional one (1) year after the course has been completed, or shall refund tuition payments to the City on a prorated d basis for the months not worked.

Employee Policies

7.1 Job Vacancy & Recruitment

The City of Ankeny recruits the most qualified persons regardless of race, sex, sexual orientation, gender identity, color, religion, age, ancestry, national origin or handicap (provided such handicap does not interfere with job performance with reasonable accommodations). The City will not hire relatives of regular full-time or part-time employees when employment would result in an employee being in a position supervised by a relative. A more detailed description of the policy on hiring of relatives is found in paragraph 7.13 Hiring of Relatives.

The Human Resources Director, in consultation with the City Manager, and department directors, determines whether each job classification is an open or promotional vacancy. Typically, promotional job classifications are those in which employees in a lower classification would gain the experience to qualify. Vacancies in civil service promotional grades are filled primarily by a promotion or transfer of a qualified civil service employee. Vacancies in civil service open positions eventually are filled by qualified persons either within or outside city employment.

7.2 Job Posting

The City of Ankeny, in its employment efforts, will post a job announcement on the public bulletin board; on the city website; and online with local newspapers and trade and professional websites if applicable. The recruitment of civil service positions will follow the Code of Iowa section 400.

7.3 Promotion

Promotion is another process of selection for staffing and is concerned with filling positions from among persons already in the service. A promotion represents the advancement of an employee in terms of a higher paid job, with increased responsibilities, greater skill and advanced status or prestige. The promotion policy concerns itself with that aspect of developing a plan to ~~insure~~ ensure management that the best talent in the organization can render even greater service, and that employees are aware of the avenues open to them and the extent to which advancement will be governed by work performance. Promotion procedures will follow the Code of Iowa section 400.9.

7.4 Personnel Records

The city keeps a separate, confidential file for each employee that includes the employment application, experience records, and other pertinent information. These files are used to provide information for payroll deductions, determine eligibility for benefit programs, pay increases, and other personnel related matters.

All information is kept confidential, with only authorized personnel having access to it.

You may review your file to examine the contents. You must do this in the Human Resources Department

in the presence of the Human Resources Director in order to preserve the security of your information. You may not remove any item from the file.

We would appreciate your help in keeping your records up to date. Please contact Human Resources if you have any change in the following:

- Name
- Address / phone number
- Marital status
- Beneficiaries
- Dependents
- Persons to be notified in the event of an emergency

Iowa law governs the access to City of Ankeny records and information. Please refer to Chapter 22 (Open Records) of the Iowa Code for guidance on this matter.

7.5 Probationary Period

Your first six months of employment are a time for both of us to get to know one another. If during the probationary period it is determined that you do not fulfill the requirements of your employment, you will be terminated.

Exceptions: All new police officers shall be subject to a nine-month probationary period following certification from the law enforcement academy. If a new employee has already been certified at the time of hire, his/her/their probationary period shall be nine months from date of hire. The probationary period for full time Firefighter/Paramedic and Firefighter/EMT is one year.

7.6 Attendance

Paid time off (vacation, personal, etc.) must be scheduled with the employee's supervisor in advance. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off. Absences due to illness or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

If any employee is absent because of an illness for more than three (3) or more consecutive days, his/her/their supervisor may request that the employee provide written documentation from the attending physician as to the reason for the absence and must advise Human Resources of the absence. The employee is required to provide written documentation from a doctor that he/she is stating they are able to resume normal work duties before the employee will be allowed to return to work. Employees are responsible for any charges made by their doctors for this documentation.

Not reporting to work or not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no-call/no-show will result in a written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no-call/no-show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.

7.7 Personal Appearance

It is the policy of City of Ankeny that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation. Radical departures from conventional dress or personal grooming are not permitted, regardless of the nature of the job performed. Every employee has some contact with others, and therefore represents the City of Ankeny in his/her/their appearance as well as by his/her/their actions. Quality service to the public includes the clean and professional appearance of the people who provide those services. All employees' clothing should be professional and appropriate to the work performed, as set forth in these policies, and determined by each department director. The properly attired employee helps to create a favorable image for the City of Ankeny. The following guidelines should be followed by all employees; however, nothing in this policy prohibits a department director from establishing a more stringent dress code for their office or department.

- Employees are expected to dress in a manner that conforms to each department's dress code, and is normally acceptable in their work area.
- All employees must maintain a clean, well-kept appearance.
- Clothing must be clean, well-maintained and fit properly. Tight fitting, over-sized, torn, and revealing or provocative clothing is considered unacceptable. Certain articles of clothing such as miniskirts, halter tops, sweatpants, wind pants and pajama pants will be considered inappropriate work attire for all employees. Jeans that are not ripped, tattered or worn-out may be worn on designated casual days as determined by the department director.
- Closed-toe protective shoes and stockings/socks must be worn by certain departments and in certain work areas due to OSHA safety & health regulations. Personal protective equipment should be used if applicable to the work situation.
- Perfume/colognes, nail polish, jewelry and cosmetics should be used with appropriate taste.
- Hair should be clean, combed and neatly trimmed or arranged. Shaggy unkempt hair is not permissible regardless of length.
- Sideburns, moustaches and beards should be neatly trimmed. Eccentric styles of facial hair will not be permitted.
- Tattoos and body piercings (other than earrings) should not be visible if there is a complaint filed by an employee or a member of the public. The complaint must be investigated by the Human Resources Director and result in a "founded" conclusion. A "founded" conclusion is one in which it is determined that the tattoo or body piercings are unsafe, disruptive, offensive or otherwise inappropriate when considering the circumstances, job duties and work environment.
- Specific departmental policies and procedures may be more restrictive than this policy.

Department directors are responsible for enforcing this policy and for defining "appropriate" as necessary. Supervisors have the authority to ask employees to make changes, for example, removing a jewelry item, tying hair back, or requiring employees to go home and return in proper attire. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

Any prescribed and issued uniform or approved attire must be worn in its entirety while on duty. Uniforms must be clean, pressed and neatly maintained. Uniforms may be worn only while on-duty or while traveling to and from work.

7.8 Housekeeping

It is important that your work area is neat and clean. We need your cooperation in meeting the city objective of making the work place a pleasant and safe working environment.

7.9 Inclement Weather

If the City Manager announces by public broadcast that city offices are closed, then only persons designated as “essential personnel” need to report to work. Employees considered “essential personnel” will be notified by their supervisor if they are required to report to work.

All leave or absences due to inclement weather shall be unpaid unless the employee elects to take available vacation, compensatory time, or personal leave with approval of the supervisor (and in accordance with the bargaining agreements, where applicable).

7.10 Residence Requirement

In the spirit of Section 400.17 of the Iowa Code, the City of Ankeny does not require its employees to be residents of the city. Nevertheless, the City of Ankeny may require that certain critical employees reside within a distance outside the city limits that allows them to report to work within a reasonable period of time.

If for some reason you cannot meet this requirement, we ask that you consult with your supervisor.

7.11 Wage Garnishments

We expect our employees to meet their financial obligations. Wage garnishments against an employee’s salary cause extra work, time, and expense for the city. Thank you for preventing wage garnishments.

7.12 Outside Employment

Your department director shall be informed of your outside employment to avoid possible conflict with your City of Ankeny employment.

If outside employment interferes with your work for the City of Ankeny, you will be asked to resign from one or the other positions.

Regular full-time employees of one department are prohibited from part-time or seasonal employment in another City department. An exception is made for emergency snow removal operations, where certain employees may be given approval to help the Public Works department on a case by case basis.

Any outside employment that involves the use of a uniform or badge must be approved by the City Manager.

7.13 Hiring of Relatives

It is the policy of the City of Ankeny that applicants who are Relatives of full-time or part-time employees shall not be hired, appointed or transferred to any position that would result in:

- A Relative being in a supervisory or administrative position over another Relative; or
- One Relative with access to confidential information concerning actual or potential administrative/disciplinary action to be taken against another Relative.

For the purpose of this policy, “Relatives” shall mean: (a) spouses (including domestic partner, romantic partner or cohabitant); (b) parents; (c) siblings or half-siblings; (d) children; (e) grandparents; (f)

aunts/uncles; (g) nieces/nephews; (h) first cousins; or (i) unrelated persons living together. The term Relatives shall also include any step-relations and/or the spouses of the above-listed individuals.

Employees who become Relatives after their employment with the City has commenced and who would therefore be in violation of this policy shall: (1) have the subordinate employee reassigned to another supervisor; and/or (2) transfer to different departments if an open position is available, the employee is qualified and the approval of the department head is granted.

7.14 Vehicle Policy

All vehicles and equipment owned by the city are for official use only and cannot be used for personal business without prior approval of management.

However, you may take a vehicle during a lunch break if your destination immediately after lunch is farther from your normal workplace than the location where you eat lunch.

At no time shall any person(s) be allowed in city vehicles unless for city business or city sponsored activities without prior approval of management.

The use of any tobacco products in city vehicles or equipment is prohibited.

If an employee is required to operate a motor vehicle as part of ~~his or her~~their job duties, that employee must maintain a valid operator's license and be insurable under the City's liability policy as a condition of continued employment.

Please refer to [Vehicle Use Policy](#) for complete information.

7.15 Notification of Arrests and Other Governmental Action

Employees are expected to perform their assigned jobs, respect and follow City policies, and obey the law. In the event that employees are arrested or receive a citation for any crime, have any criminal charges filed against them, receive notice of the disposition of any criminal charges pending against them (including, but not limited to, a conviction, a guilty plea, a plea of nolo contendere (no contest), or deferred judgment) or receive notice of any charges relating to operating a motor vehicle while intoxicated, they must notify the Human Resources Director.

Notification to the Human Resources Director must occur within five (5) business days of notification to the employee. Employees whose duties require possession of a Commercial Driver's License and/or who regularly and frequently operate City vehicles must report all charges and citations, including traffic tickets such as speeding tickets. Other employees need not report such traffic tickets.

Employees who have any contact with minor children must notify the Human Resources Director of any child abuse complaints filed against them. Employees must notify the Human Resources Director regarding the findings in any complaint against them alleging child abuse. The Human Resources Director must be notified of any complaints and findings within five (5) business days of notification to employee.

Information relating to arrests, criminal charges and child abuse complaints will be treated as confidential and maintained as part of the employee's personnel file. Employees who do not notify the City as required by this policy may be subject to disciplinary action up to and including termination.

7.16 Electronic Communication

Electronic communication includes but is not limited to electronic mail, Internet access, voice mail, audio

and video conferencing, and facsimile messages. These services shall not be used to transmit any improper communications such as messages which are derogatory, defamatory, or obscene. The City reserves the right to monitor electronic communication without prior notification to employees. Additionally, employees should keep in mind that all communication using city equipment (computers, phones) is treated as open records under Iowa Code Chapter 22, and can be made available to the public for review upon request. [Electronic Communication Policy](#)

7.17 Communications and Social Media Policy

Efficient and effective communication with the media and the public is critical to the City of Ankeny's ability to present information in a manner consistent with Ankeny City Council policies and philosophy of open government. Coordination, uniformity, accuracy and timeliness are cornerstones of strong and productive public relations.

The purpose of the [Communications and Social Media Policy](#) is to provide guidelines for the City of Ankeny to keep the media and the public fully, fairly and accurately informed of programs, services, events and issues in a timely and forthright manner.

All employees are to comply with the procedures and standards in this policy as it applies to media relations, internal and external communications, and social media within the City of Ankeny.

As a City of Ankeny employee, you may have your photo taken while at work. Photos could be used for communications, marketing and public relations efforts to educate and promote the services provided by the City of Ankeny. You must alert the Communications Department if you do not want your photo used in this manner.

7.18 Voluntary Resignation

The City is proud of its low employee turnover rate. Employees should talk to their immediate supervisor prior to submitting a resignation. Sometimes a misunderstanding can be resolved. We request that employees who do decide to leave please give at least a two-week notice. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given. Accrued vacation time may not be used to satisfy the two-week notice, unless the notice requirement is waived by the Human Resources Director.

An employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Employees must return all City property at the time of separation. Failure to return some items may result in deductions from the final paycheck.

Occupational Safety and Health

The City of Ankeny makes every effort to keep your work area safe and free from hazard.

For a detailed description of policies and procedures on employee safety, refer to employee intranet for copies of specific safety policies, such as the [General Safety Policy](#) and the [Right to Know: Hazardous Communications Written Program](#).

8.1 Safety

It is the responsibility of every department to ensure a safe and healthful atmosphere, safe working

conditions, tools, equipment and work methods for all of its employees. Employees are expected to comply with all safety and health requirement whether established by management or by federal, state, or local law.

Employees are required, as a condition of employment, to exercise due care in the course of their work to prevent injuries to themselves and to their fellow workers. Employees have a responsibility to report any unsafe working conditions or practices to a supervisor or safety committee member.

Employees violating recognized safety rules, procedures, or standards, or acting in such a manner as to endanger their own or another's personal safety shall be subject to disciplinary action which may include an oral or written warning, suspension or discharge.

8.2 Required Licenses and Clothing

If the maintenance of a state approved license is a condition of employment established by the Employer, the cost of the test, the license fee and its renewal shall be paid by the Employer. State approved license does not include the standard driver's license but does include a commercial driver's license.

If an Employee is required to wear a uniform as a condition of employment established by the Employer, the uniform shall be furnished and maintained by the Employer.

The Employee shall wear the uniform only as authorized in the work rules.

The Employee is not responsible for fair wear and tear to the uniform. The Employee is responsible for any damage caused to the uniform by deliberate act or by deliberate violation of the work rules.

If an Employee is required to wear a protective device as a condition of employment established by the Employer, the protective device shall be furnished and maintained by the Employer.

The Employee shall use the protective device only as authorized in the work rules.

The Employee is not responsible for fair wear and tear to the protective device. The Employee is responsible for any damage caused to the protective device by deliberate act, or by deliberate violation of the work rules.

Upon receipt of a duly authorized invoice, the Employer shall pay up to \$140 per year towards the purchase of work boots. In the event that an Employee desires a work boot of higher price, the Employee shall pay any difference at the time of purchase. In addition, the Employer will provide, at its cost, rubber boots when it is needed in the employment.

8.3 Sexual Harassment

The City of Ankeny policy regarding sexual harassment is as follows: Acts of sexual harassment by any employee are prohibited employment practices and are subject to disciplinary measures including discharge.

The Equal Employment Opportunity Commission defines sexual harassment as any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature directed at an employee by an employer or fellow employee. Such conduct is unlawful if submission to it is a condition of employment, used as a basis for making employment decisions affecting the employee, has the effect of unreasonably interfering with the employee's work performance, or creates an intimidating, hostile or abusive work environment.

Please refer to the [Sexual Anti-Harassment Policy](#) of the City of Ankeny for complete information.

8.4 Drug and Alcohol Policy

It is the policy of the City of Ankeny to comply with the Drug Free Workplace Act of 1988 to insure a drug-free workplace. The policy is intended to prohibit the unlawful possession, use, dispensation, distribution, or manufacture of controlled substances in the workplace. Violation of this policy will result in disciplinary action up to, and including, termination of employment. Depending upon the circumstance, other action, including notification of appropriate law enforcement agencies, may be taken against any violator of this policy.

As a condition of employment, all employees must pass a post offer pre-employment drug test. Employees must comply with this policy and notify management within (5) days of conviction for any criminal drug violation occurring during work hours or in the workplace. Failure to do so will result in immediate suspension and/or termination of employment. Any staff member arrested in connection with a criminal drug violation occurring during work hours or in the workplace will be on personal leave of absence without pay and could face termination of employment pending the outcome of any legal investigation and conviction.

Please refer to the [Drug and Alcohol Policy](#) for complete information.

8.5 Smoking and Tobacco Policy

In compliance with the Iowa Smokefree Air Act (7/1/08), the City of Ankeny has established a smoke-free workplace. All City-owned buildings, facilities and vehicles are smoke-free. All tobacco usage, including smoking and smokeless tobacco, as well as electronic cigarettes, is prohibited in all City-owned buildings, facilities, vehicles and equipment, and on all public grounds owned by the City except in designated areas in accordance with the Iowa Smokefree Air Act. The City may establish a designated smoking area at each facility. This area must be located in the building's parking lot away from all building entrances and must not adversely impact other employees or the general public. Please contact your supervisor to identify these designated smoking areas. Employees are permitted to smoke, use tobacco, or use electronic cigarettes within their personal vehicles which are parked in a City-owned parking lot. Employees who choose to smoke, use tobacco, or use electronic cigarettes, must do so in accordance with this section and during normal meal and break periods. Employees are not provided additional time away from work to smoke, use tobacco products, or electronic cigarettes. Violation of this policy may lead to disciplinary action, up to and including termination. Opportunities for smoking cessation classes will be made available for any employee wishing to quit the use of tobacco products. The City will provide a subsidy if there is a cost associated with the class. For more information please contact the Human Resources Department.

8.6 Workplace Violence and Weapons Policy

It is the policy of the City of Ankeny provide a work environment free from violence, aggression, or threatening conduct of any kind. To ensure a safe workplace and to reduce the risk of violence, all employees must review and understand all provisions of the Workplace Violence and Weapons Policy.

Prohibited Conduct

The City of Ankeny will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities toward any

employee of the City or any member of the general public. A threat of violence is any visual, verbal, or physical act, that warns of or expresses an ability or intent to harm or kill; is intended to intimidate or create fear; or has the purpose of unreasonably interfering with an individual's reasonable expectation of a peaceful, non-hostile or inoffensive work environment.

Although not all-inclusive, the following are examples of behaviors included in this policy:

- Causing physical injury to another person.
- Making threatening remarks in person, in writing, by telephone, or other means of communication.
- Aggressive or hostile behaviors that create a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging City property or property of another employee.
- Unauthorized possession of a weapon while on City property or while on City business.

Weapons

The City of Ankeny prohibits all employees from possessing a handgun, firearm, explosives, or dangerous weapons of any kind onto City property. City property includes, without limitation, all City parking lots, buildings (leased and owned); grounds and parks; and vehicles used for City business. Employees who are off City property but performing a task for the City or City-sponsored events (i.e. Summerfest, etc.), are covered by this policy.

Possession of a valid permit to carry a weapon shall not be construed to exempt an employee from this policy. However, an employee's supervisor, with the express concurrence of the Police Chief and the City Manager, on an individual-by-individual basis, may grant an exception for the employee holding such a permit, if the exception is deemed reasonable and appropriate for protection and defense of person, or other City of Ankeny employees or officials.

This section shall not apply to City employees who are authorized to use weapons in the performance of their job responsibilities (e.g. police), or for those who are authorized to use hazardous tools or devices as bona fide portions of their job. (e.g. machete for clearing brush, small knives to cut rope or piping, etc.).

Reporting Procedures

Any potentially dangerous situations must be reported immediately to a supervisor or the Human Resources Department. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis.

Risk Reduction Measures

While the City does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisors or the Human Resources Department if any employee or other individual exhibits behavior that could be a sign of a potentially dangerous situation. Such behaviors may include the following:

- Discussion of bringing a weapon into the workplace.
- Displaying overt signs of extreme stress, resentment, hostility, or anger.
- Making threatening remarks.

- Sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

Searches

The City reserves the right to conduct searches in accordance with state law of any employee and his or her vehicle or personal effects brought into the workplace. Pursuant to this provision, the City is authorized to search an employee's locker, desk, purse, briefcase, baggage, toolbox, lunch sack, clothing, vehicle parked on City property, and any other item in which a weapon may be hidden. Additionally, the City may search a City-owned vehicle used by an employee, and a vehicle owned by an employee that is being used to conduct business on behalf of the City, regardless of whether the vehicle is located on City property at the time. Searches may be conducted by City management or local authorities. To the extent the search is requested by City management and the employee is present, the employee may refuse the search; provided however, that such refusal may result in disciplinary action, up to and including termination of employment for refusal to cooperate. The City reserves the right to conduct searches on its property or authorize searches by law enforcement on its property without the employee being present.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts or any employee who fails to report such acts committed by others shall be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts toward City employees will be reported to the proper authorities and may be banned from City property.

8.7 Workplace Bullying

The City of Ankeny defines bullying as inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, directed by one or more persons against another or others, at the place of work and/or in the course of employment which has the effect of substantially interfering with an individual's employment, performance of duties, or which causes the individual to have a reasonable fear of harm. Such behavior violates the City Code of Ethics which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees that the City will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. Where an allegation of bullying is made, the intention of the alleged bully is relevant and will be given consideration when meting out discipline. As in sexual harassment, the effect of the behavior upon the individual is most important. The City of Ankeny considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or ~~his/her~~their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Non-verbal threatening gestures or glances that convey threatening messages.

- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

8.8 Security Camera Policy

The City of Ankeny is committed to establishing and maintaining a workplace that is secure and safe for employees, residents and visitors. To enhance this commitment, the city may install and utilize security cameras. The cameras will be used in a professional, ethical, and legal manner consistent with all existing city policies, as well as State of Iowa Code and Federal laws. Camera use will be limited to situations that do not violate the reasonable expectation of privacy as defined by law. Please refer to the [Security Camera Policy](#) for complete information.

Employee Conduct and Work Rules

In order to maintain a safe, efficient, and harmonious organization, the rules and regulations listed below have been established for municipal employees. Each of the rules and regulations has a sound background of common sense based on experience. These rules are not necessarily the only areas in which disciplinary action may be taken if conduct or instances require. These rules may be modified as changing conditions warrant. Each case shall be considered on its merits with due consideration as to the nature of the offense, the cause, the background, likelihood of repetition, and the attitude of the offender.

FOLLOWING IS A LIST OF EMPLOYEE CONDUCT THAT WILL RESULT IN DISCIPLINE TO THE EMPLOYEE UP TO AND INCLUDING DISCHARGE:

1. Theft or willful destruction of property of the city or any employee.
2. Falsifying or supplying false information for the completion of city records.
3. Insubordination or refusing to perform work or reasonable instructions.
4. Possession or use of intoxicants or narcotics on city property.
5. Possession of explosives, firearms or other concealed weapons on the city premises without permission.
6. Intentional abuse of City's time keeping system, including unauthorized punching in/out of another employee.
7. Sleeping during working hours.
8. An employee determined to be an aggressor in a fight on city premises.
9. Conviction of a crime carrying a penitentiary sentence.
10. Leaving work site during working hours without signing out, unless with authorized permission or performing activities related to the employee's job.
11. Reporting to work under the influence of intoxicants or narcotics.
12. Disorderly conduct including use of profane or abusive language, intimidating, threatening, or provoking fellow employees, or other acts showing lack of respect for other people and property.
13. Deliberate defacing of bulletin boards, material thereon, walls or other properties of the city or fellow employees.

14. Working on personal unrelated work duties on city time.
15. Falsifying city records or information.
16. Sabotage, causing damage or destruction of tools, equipment, or other property belonging to the city or fellow employees.
17. Failure to comply with request of supervisory personnel to submit personal packages being brought onto or out of the work site for inspection.
18. Unauthorized altering or repairing of equipment.
19. Soliciting, collecting, distributing, or selling on city time without authorization.
20. Soliciting, collecting, distributing, or selling on city property without written authorization.
21. Unauthorized operation of equipment or use of material or property of the city or fellow employees.
22. Smoking in restricted areas, including any city facility, vehicle or equipment.
23. Willful violation of safety and health requirements.
24. Habitual tardiness or absences without just cause.
25. Horseplay including running, pushing, shoving, throwing objects, playing practical jokes, and otherwise disturbing fellow employees.
26. Failure to call and notify the city of an absence prior to the start of work.
27. Leaving workstation unnecessarily.
28. Failure to use the employee time keeping system in accordance with standard procedure.
29. Failure to be at the work site at starting time, or stopping before quitting time.
30. Unauthorized parking, excess speed, or other acts of disregard for fellow employees in moving traffic on city property.
31. Unauthorized use of city telephones except in case of emergencies.
32. Violating the City's Code of Ethics (See Section 12)

The list set out above is for the purpose of illustration only and is not intended to include all actions that will subject an employee to discipline.

Performance Appraisal

Performance evaluation will give you an opportunity to discuss your development with your supervisor. This will allow you to know where you stand in relation to the job requirements.

Each director is responsible for the timely and proper completion of an employee performance review and evaluation report.

Performance reports shall be made on the standard form provided by the Human Resources Department and must be submitted at the specified times:

- At the end of the probationary period.
- Annually on the employees' anniversary date.

Such reviews do not necessarily result in pay increases. A step increase normally will occur July 1 of each year pending a satisfactory performance evaluation and provided that the maximum pay range has not been achieved.

In the event the supervisor does not do performance appraisals timely, it is the employee's responsibility to bring this to the attention of the supervisor. If the appraisal is not done within ten (10) days after the employee's complaint, the employee shall bring the matter to the attention of the Human Resources Director.

Grievance Procedures

The most important resource to the City of Ankeny is its employees. Sometimes, all of us experience some type of problem in the workplace. We have a problem-resolving procedure that will assure you that your problem will be heard and appropriate action will be implemented. Therefore, please bring your problems to your immediate supervisor, who will help you resolve them.

If for any reason you are not satisfied with the results, you may file a formal grievance in the following manner:

Step 1 - The Employee shall take up the grievance or dispute with the Employee's supervisor within ten (10) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond orally to the Employee within ten (10) calendar days.

Step 2 - If the grievance has not been settled, it shall be reduced to writing by the Employee and presented to the Department Director within ten (10) calendar days of the supervisor's response to Step 1. The Department Director shall respond in writing to the Employee within ten (10) calendar days.

Step 3 - If the grievance has not been settled, it shall be presented in writing by the Employee to the City Manager within ten (10) calendar days after the Department Director's response. The City Manager or designee will meet with the aggrieved employee within thirty (30) calendar days after receipt of the grievance to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager or designee will be returned to the grievant within ten (10) calendar days, and the answer shall be final.

Employee Ethics

12.1 Campaign Activities

In accordance with Section 721.3 of the Iowa Code, we encourage you to vote, which is an expression of your personal opinion. However, candidates or committee members cannot solicit contribution or receive political support from you during work hours.

Employees may participate in, or contribute to, the election or appointment of public officials. Political activity; however, must not interfere with your normal work duties. No city employee will be forced or compelled to take part in political campaigns to favor the appointment or election of candidates for any office.

12.2 Candidates for Office

If you become a candidate for any city elective office, you automatically receive a leave of absence without

pay. The leave without pay begins upon either an announcement of your candidacy or filing of a petition for office. However, this will not be later than thirty (30) days before the primary or general election day, and it continues until you are no longer a candidate.

If elected, you are required to resign your city position.

However, you may be a candidate for a non-city, non-partisan office that is not related to your employment. If this is the case, you will not be required to take the leave of absence without pay, as long as you do not campaign while you are on duty as an employee or let your duties interfere with your city job responsibilities.

12.3 Gift & In-Kind Contributions

As an employee of the City of Ankeny, you shall not directly or indirectly accept or receive any gift or series of gifts, as defined in Section 68B.22 of the Code of Iowa. This includes special discounts or offers that are not available to the general public. Please see [Q & A](#) on how the gift law works.

12.4 Code of Ethics

As an employee of the City of Ankeny, you shall adhere to the following code of ethics regarding conduct and behavior. Failure to do so can result in discipline or termination:

- I shall be impartial and dedicated to the best interests of the City. I shall conduct myself, both inside and outside the City's service, so as not to cause distrust of my impartiality or of my dedication to the City's best interests.
- I shall follow all applicable local and state standards for ethical conduct at all times, and will not use my position with the City in an inappropriate manner or in a way that will result in personal or financial gain.
- I shall affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
- I shall be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that I may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
- I shall consider, first, the interests of the City in all transactions.
- I shall carry-out the established policies of the City.
- I shall buy without prejudice, seeking to obtain the maximum value for each expenditure of public funds.
- I shall never engage in acts of corruption or bribery, nor will I condone such acts by other employees.
- I shall be responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

12.5 General Employee Conduct and Ethical Behavior

City employees are prohibited from engaging in any conduct which could violate state or local ethics laws and/or reflect unfavorably upon the City or their department. Employees must avoid any action which might result in or create the impression of using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting City business.

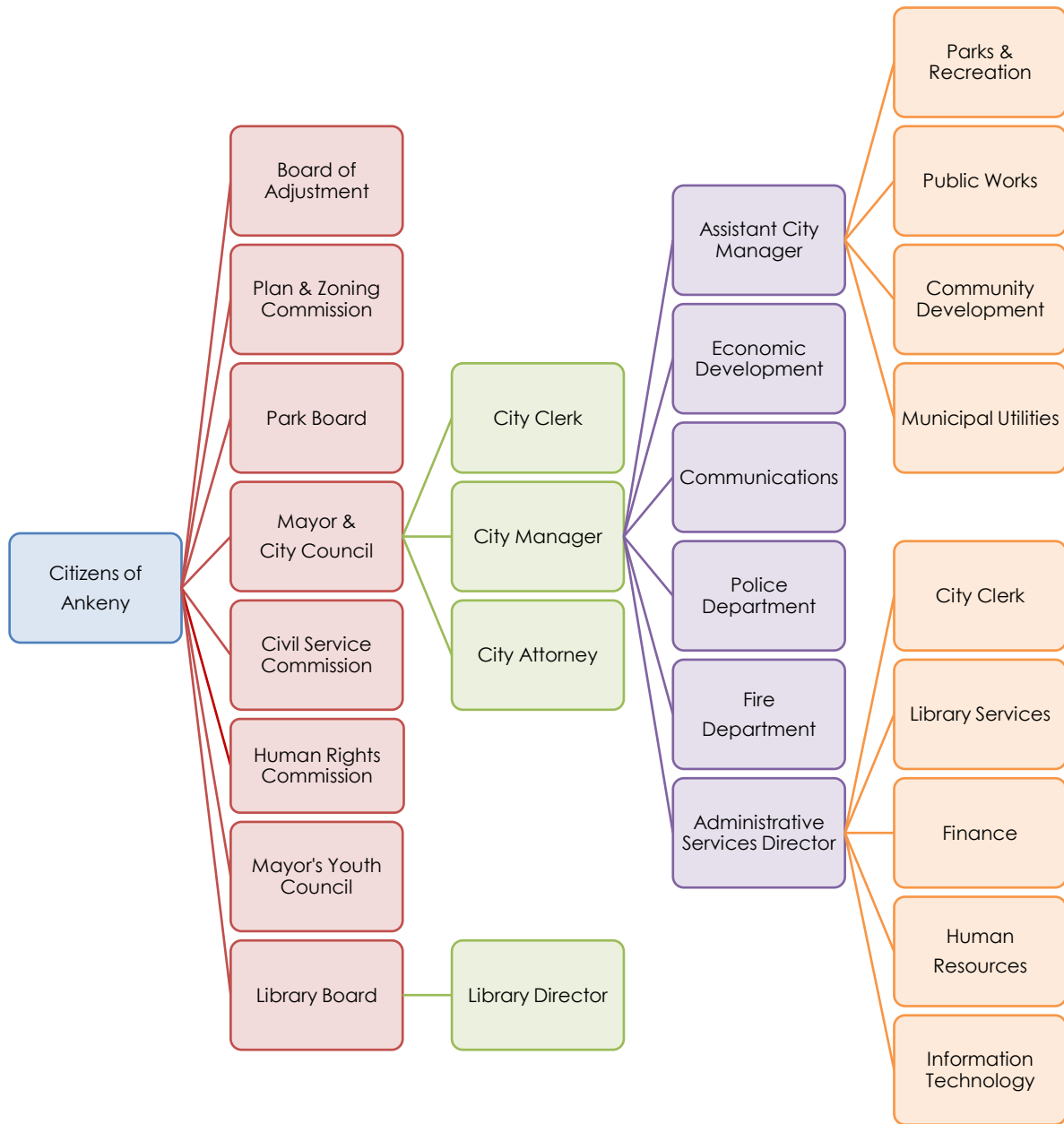
- City employees must not accept any extraneous fee for work performed on behalf of the City.

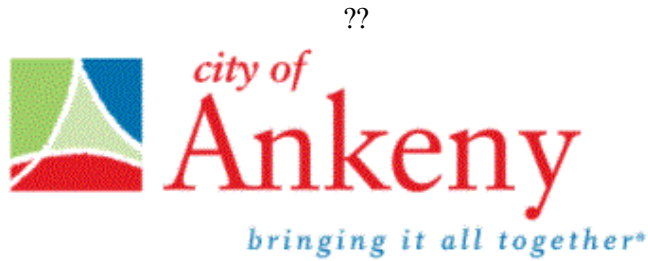
- A City employee may not grant or make available to any person, any consideration, treatment, advantage or favor beyond that which is the granted or made available to all citizens.
- City employees must refrain from securing special privileges or exemptions for themselves or their relatives beyond that which would be available to all citizens.
- Employees must not use privileged information for their own financial advantage or to provide friends and acquaintances with financial advantages or with information which could be used for financial advantage. Each employee is charged with the responsibility for ensuring that ~~he/she~~they releases only information that should be made available to the general public.
- A City employee will not use or permit the use of any publicly owned resource (property, vehicle, equipment, labor, service or supplies (new, surplus or obsolete)) for the personal convenience or advantage of the employee or any other person other than what is generally available to the public. Employees will not be permitted to work on personal items, including vehicles, in a City-owned building or shop area.
- An employee is required to exercise care in the use of City property. Negligence in the care and use of City property may be grounds for suspension and/or dismissal. Unauthorized removal of City property from the premises or its conversion to personal use will be considered grounds for suspension and/or discharge.
- An employee must return City issued property at the time the employee terminates employment or when the employee's department head requires such a return. The City assumes no responsibility for loss or damage of personal property of an employee.
- City employees must exercise care when posting to personal websites or other social media. Any images or posts that could damage the City, department, or another employee's reputation or otherwise reflect unfavorably on the City or employees in their official capacity are prohibited. See additional policies for guidance on use of electronic communications including telephone, e-mail, internet, etc.

12.6 Reporting Hotline

The City of Ankeny has established a reporting hotline for both community and employee use. Employees can use the reporting hotline to anonymously report concerns or suspicious activity related to fraudulent behavior, misconduct, policy violations or ethical breaches. The hotline is confidential and available 24 hours a day, 365 days per year by using the link <https://www.eidebailly.com/hotline>. Employees may also call the toll-free number 866-912-5378 which is available during business hours.

City of Ankeny Organizational Chart





ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Human Resources

COUNCIL GOAL:

??

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** revising the financial policy - Travel and Training of the standard administrative policy and procedures manual of the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

The travel and training policy has been revised to increase lodging and meal allowance, update procedures, and add acceptable lodging providers in the state per Iowa Code 80.45A.

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval to revise the financial policy - Travel and Training of the standard administrative policy and procedures manual of the City of Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution Travel and Training
 Travel and Training approved policy
 Travel and Training revisions

RESOLUTION

A RESOLUTION RELATING TO THE REVISION OF THE FINANCIAL POLICY OF THE STANDARD ADMINISTRATIVE POLICY AND PROCEDURES MANUAL OF THE CITY OF ANKENY, IOWA

WHEREAS, City staff is recommending revision to the Financial Policy of the Standard Administrative Policy and Procedures Manual to include revisions to the section Travel and Training Policy.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the revised Financial Policy, section Travel and Training Policy, of the Standard Administrative Policy and Procedures Manual, dated March 21, 2022, should be and is hereby adopted as the financial policy of the City and shall remain in full force and affect until otherwise amended or supplemented by subsequent Council action.

Passed and approved the 21st day of March, 2022.

Mark E. Holm, Mayor

Attest:

Mandy Hanson, Records Clerk



Standard Administrative Policy and Procedures Manual

Title: **FINANCIAL POLICY**

Date of Version: **March 21, 2022**

Section: **TRAVEL AND TRAINING POLICY**

Resolution No.:

SECTION 1 – GENERAL PURPOSE

Whenever an employee travels on behalf of the City, whether it is for business or training, the policies and procedures stated herein shall apply. It is the expressed purpose of these policies and procedures to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. It is each employee's responsibility to learn and abide by these rules. The policies and procedures found in this manual supersede all previous policies, directives and rules governing City travel and training.

SECTION 2 - GENERAL POLICIES

Budget appropriations for travel and training should be reviewed by the Department Director prior to requesting travel approval. Travel and training requests that exceed budget balances will not be automatically approved and will require substantial justification to merit approval.

Employees are expected to seek the most reasonable prices available for lodging, meals and fares, considering location and services. Employees should take advantage of early discounts and ensure that reservations are available. Authorization should be submitted at least one month in advance of the early discount deadline or every effort should be made to receive the early registration discount, if available. Employees should stay at conference hotel when possible to avoid other transportation charges. A government rate should be requested. Rental cars shall only be approved if other transportation, such as rideshare, taxi, or Uber/Lyft, is more expensive during the stay at the destination. Documentation of cost savings must be attached to the **Travel and Training Form**. Before training and/or conference travel occurs, the appropriate approvals must be obtained. Forms for acquiring the approvals are described below.

Expenses submitted for reimbursement must be accompanied by an itemized receipt for the expense (i.e. meal receipts should be the detailed receipt, not the credit card copy showing only the total spent). Without a proper receipt, the reimbursement may not be approved unless extraordinary circumstances prevail. Advances made to the employee must be supported by attaching receipts to the post travel expense report.

If at any time en route, during or returning from a City business trip, a weather emergency, natural disaster, threat to national or regional security, or other circumstances occur that are

outside the control of the employee, and deviations from the planned travel itineraries result, the employee is expected to utilize rational judgement in regards to their personal safety given the situation. Any expenses incurred by an employee in one of the above situations will be reviewed on a case-by-case basis to determine if they are reimbursable or personal expenses. Communication of any emergency situation should be directed to the employee's supervisor or Department Director as soon as possible.

Expenses for entertainment, alcohol, non-City employees, including spouses, and for any expense deemed wasteful or extravagant will not be reimbursed. Costs incurred above the applicable expense ceilings will not be paid and are the responsibility of the employee, unless prior approval from the City Manager's Office is obtained.

If an employee combines business with personal travel, or if an indirect route is taken as a result of personal travel, only the business portion of the trip is reimbursable. This amount may not exceed the amount of reimbursable expenses which would have incurred had the trip been strictly for business purposes.

When traveling in a group, payment and accounting of registration fees, meals, transportation and lodging can be consolidated and either advanced or reimbursed to one person in the group.

Requests for advancements and reimbursements shall be made on the proper forms and include all documentation as required. The forms must be fully completed including the brief narrative report on the purpose for the training or travel.

For the purpose of this policy manual, a full day is when departure for the business trip occurs prior to 8 a.m. and return is after 5 p.m.

SECTION 3 - APPROVALS

To attend any training seminar or conference requiring travel expense, an employee must first obtain approvals from his/her Department Director. Both the Human Resources Director and the City Manager's Office must also review and approve the request. The **Travel & Training Form** must be completed and submitted for signatures. An employee must attach conference or training registration forms and supporting materials to itemize the travel costs.

SECTION 4 – ADVANCES

An advance of funds for actual or estimated travel expenses will be made upon proper application for such on the **Travel & Training Form**. Travel expenses eligible for advanced funding include registration, lodging, mileage, public transportation (air, rental car, taxi, shuttle, Uber/Lyft, rail or bus), and meals within the daily expense ceiling. Incidental expenses are considered reimbursable and will not be advanced. None of the funds advanced may be used for any purpose other than those applied for on the form, even if the employee intends to subsequently reimburse the City those funds. For example, the employee may not use the advance for entertainment or similar personal expense even if they intend to repay the City. **An advance**

must be requested a minimum of five working days prior to its issuance. Except for registration fees, advances for expenses less than \$30 will not be made. Additionally, no advances will be made to those employees who have a City-issued purchasing card.

SECTION 5 – REIMBURSEMENTS

A report/reimbursement of actual travel expenses must be submitted on the **Travel & Training Form** within 10 working days of the end of the trip. To receive reimbursement for an eligible expense, the corresponding itemized receipt must be attached. Travel and training expenses eligible for reimbursement include registration, lodging, mileage, public transportation, meal expense and incidental expenses such as tips (up to 20% gratuity), parking fees, business telephone use and business supplies. Reimbursement for meals should include a schedule of dollars spent per day on meals.

Ineligible expenses include, but are not limited to, the following: entertainment, alcoholic beverages, gifts, personal calls, laundry, any expense for spouse, dependents or guests, transportation costs or mileage for travel unrelated to City business and any incidental expense not pre-approved. Employees are encouraged to request a separate receipt for personal ineligible expenses when possible. Alcohol is considered a personal expense.

SECTION 6 – IN-STATE TRAVEL

Unless another mode of transportation is specifically approved by the City Manager, all in-state travel will be by City vehicle. In the case that a City vehicle is unavailable for use, the employee can travel by personal car. In the case of the latter, mileage at the current allowable IRS rate will be paid to the employee. Total mileage traveled shall be determined by consulting an accepted reference such as Google Maps and documentation should be attached.

The following expense ceilings apply to in-state travel unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - \$200 per day
- B. Meals - \$50 per full day and \$30 per half day (ceiling includes tax and tip)

Under no circumstances will any one meal over \$35 be reimbursed (including tax and tip).

Prior to expending or committing City funds for in-state lodging, the employee shall confirm that the lodging provider is eligible to accept public funds by the Iowa Office to Combat Human Trafficking (IOCHT) per Section 80.45A of the Code of Iowa. The current certification status of providers is found on the internet site <https://stopthiowa.org/certified-locations>.

SECTION 7 OUT-OF-STATE TRAVEL

Unless time is a critical factor, all out-of-state travel within five hours driving time will be by car. Air travel will be approved, in lieu of the car, in those instances where it is deemed absolutely necessary. For car travel, mileage at the current allowable IRS rate will be paid. Total mileage

traveled shall be determined by consulting an accepted reference such as Google Maps and document should be attached.

The following expense ceilings apply to out-state travel unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - \$200 per day
 - B. Meals - \$50 per full day and \$30 per half day (ceiling includes tax and tip)
- Under no circumstances will any one meal over \$35 be reimbursed (including tax and tip).

Travel to a major metropolitan area (population of one-half million or more) unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - \$225 per day
 - B. Meals - \$60 per full day and \$40 per half day (ceiling includes tax and tip)
- Under no circumstances will any one meal over \$40 be reimbursed (including tax and tip).

SECTION 8 - TRANSPORTATION

Employees are expected to secure the lowest possible airfares. Travelers shall fly basic economy class on the lowest cost flight available, with reasonable consideration given to the time and distance of travel involved. Upgrades shall not be reimbursed, including early boarding, seat selection, cost for any additional luggage, after the first bag, or overweight luggage are not reimbursable unless special equipment or supplies are required to be taken as part of the conference. Travel by air, rail or bus may be arranged by the Human Resources Director, if desired. Preferably, requests for airline tickets should be made well in advance of the travel date, but under no circumstances less than three working days from that date. If air travel is more economical than driving, but the employee elects to drive their personal vehicle, the employee may only be reimbursed up to the value of what airfare would have cost or mileage (whichever is the lesser).

If at any time during an air travel trip, an itinerary is required to be changed, resulting in additional fees, full disclosure and documentation of the situation is to be reported to the Department Director as soon as possible. Circumstances will be reviewed on a case-by-case basis to determine what, if any, portion of the cost may be the responsibility of the employee. Change fees due to personal conflicts are not reimbursable.

SECTION 9 – LODGING

Employees are expected to secure reasonable lodging rates. It may be reasonable for employees to stay at the conference hotel, even if it is over the expense ceiling, when additional transportation costs would exceed the maximum. Lodging is assumed to start the night prior to the conference start date and check-out on the last day of the conference. An exception may be made based on the judgment of the Department Director and the employee. Lodging arrangements may be arranged by the Human Resources Department, if desired. The employee

must submit an itemized hotel/motel bill upon completion of the trip. A credit card receipt alone is not sufficient documentation.

SECTION 10 – ROUTINE TRAVEL

Routine travel for regular in-state meetings of professional organizations, in which the employee holds membership, does not require the completion of the **Travel & Training Form**, provided lodging is not required. Eligible expenses, such as mileage, meals and parking, may be filed for reimbursement on the **Employee Reimbursement Request Form** with receipts attached. However, if the trip requires lodging, then the **Travel & Training Form** is to be completed. Routine reimbursements that only involve mileage should be made at least monthly.

SECTION 11 – WAGES WHILE ATTENDING LECTURES, MEETINGS, AND TRAINING

Time spent at conferences and training is not considered to be hours worked for *non-exempt* employees if all of the following are met:

1. Attendance is outside the employee's normal work hours;
2. Attendance is voluntary;
3. The lecture or training is not directly related to the employee's job; and,
4. The employee does not perform productive work while attending the lecture or participating in the training program.

Time spent at conferences and training will be considered to be hours worked for *non-exempt* employees when any of the following are met:

1. Attendance is part of the employees normal work hours
2. Attendance is not voluntary
3. The training is directly related to the employee's job
4. The employee is performing productive work while attending the lecture or participating in the training program.

Time spent when training is provided by an independent school or college is not considered to be hours worked for *non-exempt* employees if all of the following are met:

1. Attendance is voluntary;
2. Attendance occurs outside regular work hours; and,
3. The employee does not perform productive work in connection with the course.

For *non-exempt* (hourly) employees: Continuing education courses required by the state to obtain or keep professional certifications (e.g. Paramedic, Police Officer Firearms Training, etc.) will not be considered hours worked and will only be paid if authorized by the Department Director prior to attendance of the training.

SECTION 12 – WAGES WHILE TRAVELING

Employees in positions considered non-exempt may be eligible for compensation for the time they spend traveling. The compensation an employee receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours.

"Normal work hours", for the purposes of this policy, are defined as 8:00 a.m. to 5:00 p.m. This definition applies to normal work days (Monday through Friday) and to weekends (Saturday and Sunday). Employees not working "normal work hours" (ex: third shift) will convert to this schedule while traveling on City business to insure appropriate and consistent payment.

One-Day Trips

When employees are required to travel to another city, all the travel time involved counts as time worked. The only times excluded are meal periods and the time spent traveling between the worker's home and point of departure (such as the airport). This is to exclude the normal travel time from home to work before the regular work day begins and from work to home after the workday is over.

Travel Time, More than One Day, Within Normal Work Hours

Any portion of authorized travel time that takes place within normal work hours (defined as 8:00 a.m. to 5:00 p.m.) on any day of the week, including Saturday and Sunday, is treated as "work hours".

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.

Travel Time, More than One Day, Outside of Normal Work Hours

Any portion of authorized travel time (with the exception of driving time) that takes place outside of normal work hours is considered to be "outside travel hours" and are not counted as hours worked.

When a non-exempt employee is required to travel as a passenger in an automobile, plane, or any other mode of transportation outside of normal work hours, he/she will not be compensated for that portion of travel time that takes place outside of normal work hours.

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls outside of normal work hours.

Travel Time as the Driver of an Automobile

All authorized travel time spent driving an automobile (as the driver, not as a passenger) is treated as "hours worked", regardless of whether the travel takes place within normal work hours or outside of normal work hours.

Travel as a passenger in an automobile is not automatically treated as "work hours". Travel as a passenger in an automobile is treated the same as all other forms of travel and compensation depends upon whether the travel time takes place within normal work hours or outside of normal work hours.

If an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be eligible for compensation.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy.

Meal periods should be deducted from all travel time.

If an employee requests a specific travel itinerary or mode that is different than the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported on the time sheet.

Travel time should be calculated by rounding up to the nearest quarter hour.

Whenever possible, the employee's normal work schedule should be flexed to allow for the compensable travel and training time. For example, if a non-exempt employee who normally works 8 am. – 5 pm., M-F, is in training for 24 hours during the week and the travel time of 4 hours is deemed compensable by the policy, then the employee has worked 28 hours and their work schedule should be adjusted to allow for the extra travel time.

	Monday	Tuesday	Wednesday	Thursday	Friday	
Work Hours	8 (8a-5p)				4 (8a-12p)	
Training Time		8 (8a-5p)	8 (8a-5p)	8 (8a-5p)		
Travel Time *	2 (5p-7p)			2 (5p-7p)		
Total paid	10	8	8	10	4	40 hours

*Assumes the employee is the driver.



Standard Administrative Policy and Procedures Manual

Title: **FINANCIAL POLICY**

Date of Version: **March 21, 2022**

Section: **TRAVEL AND TRAINING POLICY**

Resolution No.:

SECTION 1 – GENERAL PURPOSE

Whenever an employee travels on behalf of the City, whether it is for business or training, the policies and procedures stated herein shall apply. It is the expressed purpose of these policies and procedures to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. It is each employee's responsibility to learn and abide by these rules. The policies and procedures found in this manual supersede all previous policies, directives and rules governing City travel and training.

SECTION 2 - GENERAL POLICIES

Budget appropriations for travel and training should be reviewed by the Department Director prior to requesting travel approval. Travel and training requests that exceed budget balances will not be automatically approved and will require substantial justification to merit approval.

Employees are expected to seek the most reasonable prices available for lodging, meals and fares, considering location and services. Employees should take advantage of early discounts and ensure that reservations are available. Authorization should be submitted at least one month in advance of the early discount deadline or every effort should be made to receive the early registration discount, if available. Employees should stay at conference hotel when possible to avoid other transportation charges. A government rate should be requested. Rental cars shall only be approved if other transportation, such as rideshare, taxi, or Uber/Lyft, is more expensive during the stay at the destination. Documentation of cost savings must be attached to the **Travel and Training Form**. Before training and/or conference travel occurs, the appropriate approvals must be obtained. Forms for acquiring the approvals are described below.

Expenses submitted for reimbursement must be accompanied by an itemized receipt for the expense (i.e. meal receipts should be the detailed receipt, not the credit card copy showing only the total spent). Without a proper receipt, the reimbursement may not be approved unless extraordinary circumstances prevail. Advances made to the employee must be supported by attaching receipts to the post travel expense report.

If at any time en route, during or returning from a City business trip, a weather emergency, natural disaster, threat to national or regional security, or other circumstances occur that are

outside the control of the employee, and deviations from the planned travel itineraries result, the employee is expected to utilize rational judgement in regards to their personal safety given the situation. Any expenses incurred by an employee in one of the above situations will be reviewed on a case-by-case basis to determine if they are reimbursable or personal expenses. Communication of any emergency situation should be directed to the employee's supervisor or Department Director as soon as possible.

Expenses for entertainment, alcohol, non-City employees, including spouses, and for any expense deemed wasteful or extravagant will not be reimbursed. Costs incurred above the applicable expense ceilings will not be paid and are the responsibility of the employee, unless prior approval from the City Manager's Office is obtained.

If an employee combines business with personal travel, or if an indirect route is taken as a result of personal travel, only the business portion of the trip is reimbursable. This amount may not exceed the amount of reimbursable expenses which would have incurred had the trip been strictly for business purposes.

When traveling in a group, payment and accounting of registration fees, meals, transportation and lodging can be consolidated and either advanced or reimbursed to one person in the group.

Requests for advancements and reimbursements shall be made on the proper forms and include all documentation as required. The forms must be fully completed including the brief narrative report on the purpose for the training or travel.

For the purpose of this policy manual, a full day is when departure for the business trip occurs prior to 8 a.m. and return is after 5 p.m.

SECTION 3 - APPROVALS

To attend any training seminar or conference requiring travel expense, an employee must first obtain approvals from his/her Department Director. Both the Human Resources Director and the City Manager's Office must also review and approve the request. The **Travel & Training Form** must be completed and submitted for signatures. An employee must attach conference or training registration forms and supporting materials to itemize the travel costs.

SECTION 4 – ADVANCES

An advance of funds for actual or estimated travel expenses will be made upon proper application for such on the **Travel & Training Form**. Travel expenses eligible for advanced funding include registration, lodging, mileage, public transportation (air, rental car, taxi, shuttle, Uber/Lyft, rail or bus), and meals within the daily expense ceiling. Incidental expenses are considered reimbursable and will not be advanced. None of the funds advanced may be used for any purpose other than those applied for on the form, even if the employee intends to subsequently reimburse the City those funds. For example, the employee may not use the advance for entertainment or similar personal expense even if they intend to repay the City. **An advance**

must be requested a minimum of five working days prior to its issuance. Except for registration fees, advances for expenses less than \$30 will not be made. Additionally, no advances will be made to those employees who have a City-issued purchasing card.

SECTION 5 – REIMBURSEMENTS

A report/reimbursement of actual travel expenses must be submitted on the **Travel & Training Form** within 10 working days of the end of the trip. To receive reimbursement for an eligible expense, the corresponding itemized receipt must be attached. Travel and training expenses eligible for reimbursement include registration, lodging, mileage, public transportation, meal expense and incidental expenses such as tips (up to 20% gratuity), parking fees, business telephone use and business supplies. Reimbursement for meals should include a schedule of dollars spent per day on meals.

Ineligible expenses include, but are not limited to, the following: entertainment, alcoholic beverages, gifts, personal calls, laundry, any expense for spouse, dependents or guests, transportation costs or mileage for travel unrelated to City business and any incidental expense not pre-approved. Employees are encouraged to request a separate receipt for personal ineligible expenses when possible. Alcohol is considered a personal expense.

SECTION 6 – IN-STATE TRAVEL

Unless another mode of transportation is specifically approved by the City Manager, all in-state travel will be by City vehicle. In the case that a City vehicle is unavailable for use, the employee can travel by personal car. In the case of the latter, mileage at the current allowable IRS rate will be paid to the employee. Total mileage traveled shall be determined by consulting an accepted reference such as Google Maps and documentation should be attached.

The following expense ceilings apply to in-state travel unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - \$200 per day
- B. Meals - \$50 per full day and \$30 per half day (ceiling includes tax and tip)

Under no circumstances will any one meal over \$35 be reimbursed (including tax and tip).

Prior to expending or committing City funds for in-state lodging, the employee shall confirm that the lodging provider is eligible to accept public funds by the Iowa Office to Combat Human Trafficking (IOCHT) per Section 80.45A of the Code of Iowa. The current certification status of providers is found on the internet site <https://stopthiowa.org/certified-locations>.

SECTION 7 OUT-OF-STATE TRAVEL

Unless time is a critical factor, all out-of-state travel within five hours driving time will be by car. Air travel will be approved, in lieu of the car, in those instances where it is deemed absolutely necessary. For car travel, mileage at the current allowable IRS rate will be paid. Total mileage

traveled shall be determined by consulting an accepted reference such as Google Maps and document should be attached.

The following expense ceilings apply to out-state travel unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - \$200 per day
 - B. Meals - \$50 per full day and \$30 per half day (ceiling includes tax and tip)
- Under no circumstances will any one meal over \$35 be reimbursed (including tax and tip).

Travel to a major metropolitan area (population of one-half million or more) unless pre-approval for a higher amount is given by the City Manager's Office:

- A. Lodging - \$225 per day
 - B. Meals - \$60 per full day and \$40 per half day (ceiling includes tax and tip)
- Under no circumstances will any one meal over \$40 be reimbursed (including tax and tip).

SECTION 8 - TRANSPORTATION

Employees are expected to secure the lowest possible airfares. Travelers shall fly basic economy class on the lowest cost flight available, with reasonable consideration given to the time and distance of travel involved. Upgrades shall not be reimbursed, including early boarding, seat selection, cost for any additional luggage, after the first bag, or overweight luggage are not reimbursable unless special equipment or supplies are required to be taken as part of the conference. Travel by air, rail or bus may be arranged by the Human Resources Director, if desired. Preferably, requests for airline tickets should be made well in advance of the travel date, but under no circumstances less than three working days from that date. If air travel is more economical than driving, but the employee elects to drive their personal vehicle, the employee may only be reimbursed up to the value of what airfare would have cost or mileage (whichever is the lesser).

If at any time during an air travel trip, an itinerary is required to be changed, resulting in additional fees, full disclosure and documentation of the situation is to be reported to the Department Director as soon as possible. Circumstances will be reviewed on a case-by-case basis to determine what, if any, portion of the cost may be the responsibility of the employee. Change fees due to personal conflicts are not reimbursable.

SECTION 9 – LODGING

Employees are expected to secure reasonable lodging rates. It may be reasonable for employees to stay at the conference hotel, even if it is over the expense ceiling, when additional transportation costs would exceed the maximum. Lodging is assumed to start the night prior to the conference start date and check-out on the last day of the conference. An exception may be made based on the judgment of the Department Director and the employee. Lodging arrangements may be arranged by the Human Resources Department, if desired. The employee

must submit an itemized hotel/motel bill upon completion of the trip. A credit card receipt alone is not sufficient documentation.

SECTION 10 – ROUTINE TRAVEL

Routine travel for regular in-state meetings of professional organizations, in which the employee holds membership, does not require the completion of the **Travel & Training Form**, provided lodging is not required. Eligible expenses, such as mileage, meals and parking, may be filed for reimbursement on the **Employee Reimbursement Request Form** with receipts attached. However, if the trip requires lodging, then the **Travel & Training Form** is to be completed. Routine reimbursements that only involve mileage should be made at least monthly.

SECTION 11 – WAGES WHILE ATTENDING LECTURES, MEETINGS, AND TRAINING

Time spent at conferences and training is not considered to be hours worked for *non-exempt* employees if all of the following are met:

1. Attendance is outside the employee's normal work hours;
2. Attendance is voluntary;
3. The lecture or training is not directly related to the employee's job; and,
4. The employee does not perform productive work while attending the lecture or participating in the training program.

Time spent at conferences and training will be considered to be hours worked for *non-exempt* employees when any of the following are met:

1. Attendance is part of the employees normal work hours
2. Attendance is not voluntary
3. The training is directly related to the employee's job
4. The employee is performing productive work while attending the lecture or participating in the training program.

Time spent when training is provided by an independent school or college is not considered to be hours worked for *non-exempt* employees if all of the following are met:

1. Attendance is voluntary;
2. Attendance occurs outside regular work hours; and,
3. The employee does not perform productive work in connection with the course.

For *non-exempt* (hourly) employees: Continuing education courses required by the state to obtain or keep professional certifications (e.g. Paramedic, Police Officer Firearms Training, etc.) will not be considered hours worked and will only be paid if authorized by the Department Director prior to attendance of the training.

SECTION 12 – WAGES WHILE TRAVELING

Employees in positions considered non-exempt may be eligible for compensation for the time they spend traveling. The compensation an employee receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours.

"Normal work hours", for the purposes of this policy, are defined as 8:00 a.m. to 5:00 p.m. This definition applies to normal work days (Monday through Friday) and to weekends (Saturday and Sunday). Employees not working "normal work hours" (ex: third shift) will convert to this schedule while traveling on City business to insure appropriate and consistent payment.

One-Day Trips

When employees are required to travel to another city, all the travel time involved counts as time worked. The only times excluded are meal periods and the time spent traveling between the worker's home and point of departure (such as the airport). This is to exclude the normal travel time from home to work before the regular work day begins and from work to home after the workday is over.

Travel Time, More than One Day, Within Normal Work Hours

Any portion of authorized travel time that takes place within normal work hours (defined as 8:00 a.m. to 5:00 p.m.) on any day of the week, including Saturday and Sunday, is treated as "work hours".

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.

Travel Time, More than One Day, Outside of Normal Work Hours

Any portion of authorized travel time (with the exception of driving time) that takes place outside of normal work hours is considered to be "outside travel hours" and are not counted as hours worked.

When a non-exempt employee is required to travel as a passenger in an automobile, plane, or any other mode of transportation outside of normal work hours, he/she will not be compensated for that portion of travel time that takes place outside of normal work hours.

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls outside of normal work hours.

Travel Time as the Driver of an Automobile

All authorized travel time spent driving an automobile (as the driver, not as a passenger) is treated as "hours worked", regardless of whether the travel takes place within normal work hours or outside of normal work hours.

Travel as a passenger in an automobile is not automatically treated as "work hours". Travel as a passenger in an automobile is treated the same as all other forms of travel and compensation depends upon whether the travel time takes place within normal work hours or outside of normal work hours.

If an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be eligible for compensation.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy.

Meal periods should be deducted from all travel time.

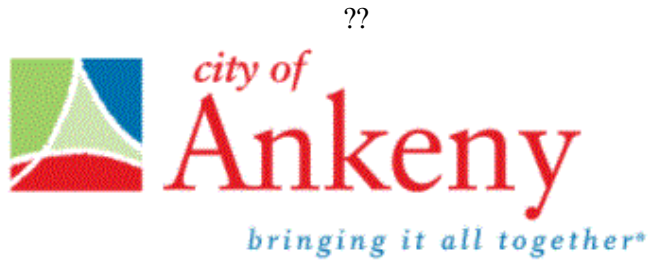
If an employee requests a specific travel itinerary or mode that is different than the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported on the time sheet.

Travel time should be calculated by rounding up to the nearest quarter hour.

Whenever possible, the employee's normal work schedule should be flexed to allow for the compensable travel and training time. For example, if a non-exempt employee who normally works 8 am. – 5 pm., M-F, is in training for 24 hours during the week and the travel time of 4 hours is deemed compensable by the policy, then the employee has worked 28 hours and their work schedule should be adjusted to allow for the extra travel time.

	Monday	Tuesday	Wednesday	Thursday	Friday	
Work Hours	8 (8a-5p)				4 (8a-12p)	
Training Time		8 (8a-5p)	8 (8a-5p)	8 (8a-5p)		
Travel Time *	2 (5p-7p)			2 (5p-7p)		
Total paid	10	8	8	10	4	40 hours

*Assumes the employee is the driver.



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

??

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting the final plat, subdivision bonds for seeding and erosion control, and platted easements for Ankeny Endeavor Plat 1.

EXECUTIVE SUMMARY:

Ankeny Endeavor Plat 1 is an 11.78-acre (+/-) plat located east of SE Delaware Avenue, west of Interstate 35, and approximately one-half mile south of SE Corporate Woods Drive. The plat area is zoned M-1, Light Industrial District, with use restrictions, and is surrounded by properties to the west that are also zoned M-1, Light Industrial District, with use restrictions. Properties to the north are zoned C-2, General Retail and Commercial District, with signage and use restrictions, while properties to the east are zoned R-1, One-Family Residence District, and properties to the south are zoned HI, Heavy Industrial District, under Polk County zoning. The proposed plat includes one 11.72-acre buildable lot to facilitate the development of the I-35 Distribution Center site plan.

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 November 2, 2021.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3557

RESOLUTION

**RESOLUTION ACCEPTING THE FINAL PLAT, SUBDIVISION BONDS FOR SEEDING AND
EROSION CONTROL, AND PLATTED EASEMENTS FOR ANKENY ENDEAVOR PLAT 1**

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Ankeny Endeavor Plat 1 on the 2nd day of November, 2021; and

WHEREAS, the attorney's title opinion, subdivision bonds for seeding and erosion control, and platted easements 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 Ankeny Endeavor Plat 1 is hereby approved; and
2. That the subdivision bonds for seeding and erosion control are hereby accepted; and
3. That the public water main easement and public storm water management facility maintenance covenant and permanent easement agreement are hereby accepted.

DATED this 21st day of March, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, November 2, 2021
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair T.Flack called the November 2, 2021 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #4. Ankeny Endeavor Plat 1 Final Plat

Motion to recommend City Council approval of the Ankeny Endeavor Plat 1 Final Plat.

Motion by G.Hunter to approve the recommendations for Consent Agenda Item(s) #1 - #8. Second by T.Rapp. All voted aye. Motion carried 6 – 0.

Sheet 1 of 1

Agenda Item: Ankeny Endeavor Plat 1 – Final Plat
Report Date: October 12, 2021
Prepared By: Derek Silverthorn
Associate Planner

ETC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Ankeny Endeavor Plat 1 Final Plat.

Project Summary:

Ankeny Endeavor Plat 1 is an 11.78-acre (+/-) plat located east of SE Delaware Avenue, west of Interstate 35, and approximately one-half mile south of SE Corporate Woods Drive. The plat area is zoned M-1, Light Industrial District, with use restrictions, and is surrounded by properties to the west that are also zoned M-1, Light Industrial District, with use restrictions. Properties to the north are zoned C-2, General Retail and Commercial District, with signage and use restrictions, while properties to the east are zoned R-1, One-Family Residence District, and properties to the south are zoned HI, Heavy Industrial District, under Polk County zoning. The proposed plat includes one 11.72-acre buildable lot for the concurrently reviewed I-35 Distribution Center site plan, and one 0.06-acre street lot to be deeded to the City of Ankeny for SE Delaware Avenue improvements.

Project Report:

- Streets:** No streets are proposed with this plat; however, Street Lot A will be deeded to the City of Ankeny for SE Delaware Avenue improvements.
- Water:** 16-inch water main exists within the existing SE 72nd Street right-of-way, currently under consideration by City Council to be vacated. Eight-inch water main will be extended from this existing 16-inch water main to serve the plat area.
- Sewer:** Eight-inch sanitary sewer exists along the northern plat boundary, which will be extended into the plat area to carry wastewater northerly off-site to the Polk County Lift Station near SE Corporate Woods Drive, and ultimately into the Four Mile Trunk Sewer.
- Drainage:** Stormwater within this plat will be directed west and northeast into two created detention ponds. The western detention pond along SE Delaware Avenue will be conveyed northerly off-site via drainage ditch along SE Delaware Avenue. The northeastern detention pond will be conveyed northeasterly off-site via drainage ditch along I-35. Ultimately, all stormwater for this plat will convey into Four Mile Creek.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Ankeny Endeavor Plat 1
OWNER/DEVELOPER: Endeavor Development, LLC

GENERAL INFORMATION:

PLAT LOCATION: East of SE Delaware Avenue, west of I-35, ½-mile south of SE Corporate Woods Drive
SIZE OF PLAT: 11.78 acres
ZONING: M-1, Light Industrial District, with use restrictions

LOTS:

NUMBER: One buildable lot; one street lot
SIZE/DENSITY: 11.72 acres; 0.06 acres
USE: Warehouse
BUILDING LINES: 50' front yard setback; 40' rear yard setback; no side yard setback

ADJACENT LANDS:

NORTH: Lots 6 & 7, Corporate Woods Pointe Plat 1
SOUTH: TMC Transportation (unincorporated)
EAST: Interstate 35
WEST: SE Delaware Avenue; Outlot X, ASI Industrial Park Plat 1

PARKLAND DEDICATION: Parkland dedication is not required for industrial development.

STREET DEVELOPMENT: No streets are proposed with this plat; however, Street Lot A will be deeded to the City of Ankeny for SE Delaware Avenue improvements.

STORM WATER: This plat lies in the Four Mile Creek Basin.

WASTE WATER:

PROJECTED FLOWS: 11.72 acres of developable land x 5,000 gal. per day = 58,600 GPD Est.

TREATMENT PLANT CAPACITY: 47 MGD; current daily avg. 18 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Four Mile Interceptor

WATER SYSTEM:

USAGE: 11.72 acres of developable land x 1,000 gal. per day = 11,720 GPD Est.

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.





Feb. 11, 2022

Mayor, City Council and Planning and Zoning Commission
City of Ankeny
220 West 1st Street
Ankeny, Iowa 50023

RE: ANKENY ENDEAVOR PLAT 1
FINAL PLAT SUBMITTAL
S&A PROJECT NO. 121.0538.01

Dear Mayor, City Council and Planning and Zoning Commission:

On behalf of Endeavour Development, please find the accompanying Final Plat Submittal for this project. A site plan was previously approved and the planning and zoning commission, but the developer wanted to close on the property prior to recording the final plat.

Endeavour Development, has prepared a final plat in order to combine the two existing parcels and vacated street lot, into one developable lot.

We respectfully request the City's review and approval of these documents. These documents have been prepared in accordance with City standards. Please feel free to contact me at your convenience should you have any questions or comments. Thanks.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jason A. Ledden, PE

Enclosures

Cc: Joe Bergman, Endeavour Development
Bryan Loya, Wilson & Egge, PC

RECEIVED

FEB 11 2022

CITY OF ANKENY



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

??

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on a part of Lot 1, On With Life Plat 1; and associated with the development of 715 SW Ankeny Road On With Life Campus Outpatient Site Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Storm Water Management Easement

RESOLUTION

RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT LOCATED ON LOT 1, ON WITH LIFE PLAT 1 AND ASSOCIATED WITH THE 715 SW ANKENY ROAD ON WITH LIFE CAMPUS OUTPATIENT SITE IMPROVEMENT SITE PLAN

WHEREAS, a public Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on a part of Lot 1, On With Life Plat 1, has been submitted and approved by the Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, be it resolved by the City Council of the City of Ankeny, Iowa, that the public Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on a part of Lot 1, On With Life Pat 1, is hereby accepted.

PASSED AND APPROVED this 21st day of March 2022.

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Jeffrey M. Lamberti, Lamberti, Gocke & Luetje P.C., 210 NE Delaware Ave., Ste. 200, Ankeny, IA 50021, (515) 964-8777

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **On With Life, Inc.** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

LOT 1, ON WITH LIFE PLAT 1, INCLUDING THE SOUTH 603.1 FOOT OF LOT 1, AN OFFICIAL PLAT RECORDED IN BOOK 6295, PAGE 769 AT THE POLK COUNTY RECORDERS OFFICE.

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

A PART OF LOT 1, ON WITH LIFE PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 6295, PAGE 769 AT THE POLK COUNTY RECORDERS OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 0°22'21" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 324.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'52" EAST, 43.48 FEET; THENCE SOUTH 38°11'17" EAST, 196.70 FEET; THENCE SOUTH 32°01'14" EAST, 43.36 FEET; THENCE SOUTH 0°00'00" WEST, 89.85 FEET; THENCE SOUTH 33°22'38" WEST, 110.38 FEET; THENCE SOUTH 89°59'18" WEST, 129.78 FEET TO SAID WEST LINE OF SAID LOT 1; THENCE NORTH 0°22'21" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 373.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.25 ACRES (54,509 S.F.).

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners ("Owners") in Lot 1 On With Life Plat 1 shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner of Lot 1, On With Life Plat 1 is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.
7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.

9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.
10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 10, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

All assessed to the sole owner of the Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.

- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
 15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
 17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
 18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
 20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold,

transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.

21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 3 day of MARCH, 2022

Grantor: On With Life, Inc.

By: _____

Name: Jean Shelton

Title: Chief Executive Officer



STATE OF IOWA, COUNTY OF POLK, ss:

On this 3rd day of March, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared Jean Shelton, to me personally known, who being by me duly sworn, did say that she is Chief Executive Officer of On With Life, Inc., executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the corporation, by it and by her voluntarily executed.

Kamella Venhuizen-Stupka
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2022.

City Clerk of the City of Ankeny, Iowa

Owner: On With Life, Inc.

By: _____

Name: Jean Shelton

Title: Chief Executive Officer

STATE OF IOWA, COUNTY OF POLK, ss:

On this 3rd day of March, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared Jean Shelton, to me personally known, who being by me duly sworn, did say that she is the Chief Executive Officer of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Jean Shelton, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by her voluntarily executed.

Kamella Venhuizen-Stupka
Notary Public in and for the State of Iowa



EXHIBIT A

**AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT**

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and On With Life, Inc., an Iowa nonprofit corporation, hereinafter referenced the PROPERTY OWNER.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

A PART OF LOT 1, ON WITH LIFE PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 6295, PAGE 769 AT THE POLK COUNTY RECORDERS OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1: THENCE SOUTH 0°22'21" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 324.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'52" EAST, 43.48 FEET; THENCE SOUTH 38°11'17" EAST, 196.70 FEET; THENCE SOUTH 32°01'14" EAST, 43.36 FEET; THENCE SOUTH 0°00'00" WEST, 89.85 FEET; THENCE SOUTH 33°22'38" WEST, 110.38 FEET; THENCE SOUTH 89°59'18" WEST, 129.78 FEET TO SAID WEST LINE OF SAID LOT 1; THENCE NORTH 0°22'21" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 373.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.25 ACRES (54,509 S.F.).

and applies to the property described as:

LOT 1, ON WITH LIFE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and

assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
 - A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: On With Life, Inc.

By 

Name Jean Shelton

Date 3/3/22

Witness 

Name Corey Morrison

LENDER NAME: Community State Bank

By: 

Name: Samuel Rasmussen

Title: VP, Commercial Banker

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 1
ON WITH LIFE PLAT 1
SEC 35-80-24
REQUESTED BY:
ON WITH LIFE

RECEIVED

MAR 04 2022

CITY OF ANKENY

EASEMENT PLAT

STORM WATER MANAGEMENT EASEMENT DESCRIPTION

A PART OF LOT 1, ON WITH LIFE PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 6295, PAGE 769 AT THE POLK COUNTY RECORDERS OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 0°22'21" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 324.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'52" EAST, 43.48 FEET; THENCE SOUTH 38°11'17" EAST, 196.70 FEET; THENCE SOUTH 32°01'14" EAST, 43.36 FEET; THENCE SOUTH 0°00'00" WEST, 89.85 FEET; THENCE SOUTH 33°22'38" WEST, 110.38 FEET; THENCE SOUTH 89°59'18" WEST, 129.78 FEET TO SAID WEST LINE OF SAID LOT 1; THENCE NORTH 0°22'21" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 373.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.25 ACRES (54,509 S.F.).

DATE OF SURVEY

12-02-2021

OWNER

ON WITH LIFE

BASIS OF BEARING

FOR THE PURPOSE OF THIS SURVEY THE WEST LINE OF LOT 1, ON WITH LIFE PLAT 1, IS ASSUMED TO BEAR SOUTH 0°22'21" WEST.

LEGEND

FEATURES

Section Corner

1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)

ROW Marker

ROW Rail

Platted Distance

Measured Bearing & Distance

Recorded As

Deed Distance

Calculated Distance

Centerline

Section Line

1/4 Section Line

1/4 1/4 Section Line

Easement Line

FOUND

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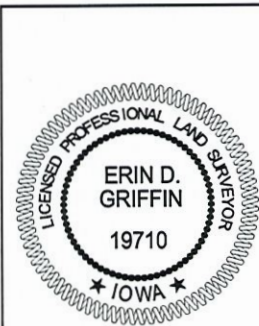
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I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS

License Number 19710

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:

Sheet 1 & 2 OF 2

ON WITH LIFE

STORM WATER MANAGEMENT EASEMENT



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

SHEET 1 OF 2

PN: 121.0320.01

T-R-S:80N-24W-35

DATE: 12/02/21

PM/TECH: EDG/AJD

EASEMENT PLAT

SW ANKENY RD.

PARCEL "U"
(BOOK 10374, PAGE 694)

NW Corner Lot 1
Fnd Witness Corner 2' South
1/2" Rebar YPC Illegible
Tree At Corner Location

LINE TABLE		
LINE #	LENGTH (FT)	DIRECTION
L1	43.48	S89° 48' 52"E
L2	196.70	S38° 11' 17"E
L3	43.36'	S32° 01' 14"E
L4	89.85	S00° 00' 00"W
L5	110.38	S33° 22' 38"W
L6	129.78	S89° 59' 18"W
L7	373.57	N00° 22' 21"E

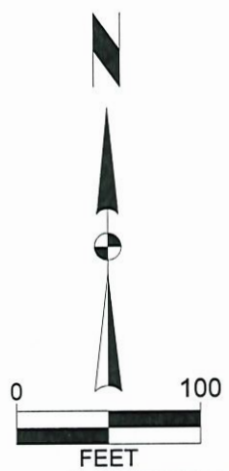
Point Of Beginning

Storm Water Management Easement

PARCEL "V"
(BOOK 10374, PAGE 694)

LOT 1
ON WITH LIFE PLAT 1
(BOOK 6295, PAGE 769)

SW Corner Lot 1
Center Sec. 35-80-24
Fnd 1/2" Rebar
YPC 16747



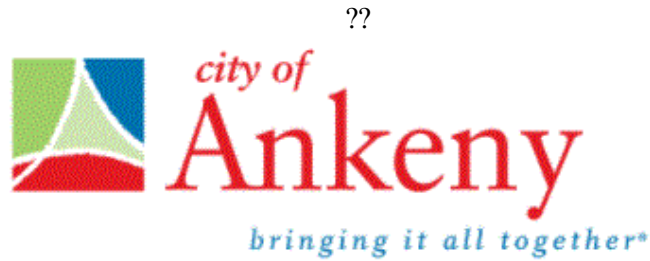
OUTLOT "X"
(BOOK 10027, PAGE 705)

PT N1/2, SE1/4
SEC 35-80-24
(BOOK 14182, PAGE 48)

SIENNA FALLS PLAT 3
(BOOK 14934, PAGE 533-547)

ON WITH LIFE		SHEET 2 OF 2
STORM WATER MANAGEMENT EASEMENT		PN: 121.0320.01
 SNYDER & ASSOCIATES		T-R-S:80N-24W-35
		DATE: 12/02/21
		PM/TECH: EDG/AJD

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



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

 Print

??

?? ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

??

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny regarding the voluntary urbanized annexation of property requested by Hope Kimberley, LLC. (date of hrg: 4/18/22 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The owners of 17 parcels are requesting 584.16 (+/-) acres of land be voluntarily annexed into the City of Ankeny. The land currently petitioned for annexation is 492.75 acres. There are 11 non-consenting parcels that make up the remaining 91.55 acres of the annexation. The proposed annexation is located in the northeast portion of the City and generally located around the intersection of NE 126th Avenue and NE 22nd Street (SE Delaware Avenue).

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

Adopt resolution setting a public hearing for 4/18/22 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: City Council initiated voluntary annexation of the Hope Kimberley, LLC Annexation.

March 8, 2022: Plan & Zoning Commission recommended City Council denial of the request for voluntary annexation as submitted.

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission

Consultation meeting held on March 2, 2022

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Annexation Map
 Aerial Map

RESOLUTION 2022-

A RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA REGARDING THE VOLUNTARY URBANIZED ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY LLC

WHEREAS, the titleholders of the following described property, has made application for annexation of the same to the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

THE NORTH HALF (N1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY IOWA, EXCEPT HIGHWAY, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SAID SECTION THIRTY-ONE (31) [Owner(s): Hope K Farms LLC],

AND;

THE SOUTH ONE-HALF (1/2) OF THE NORTHWEST FRACTION QUARTER (1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA; EXCEPT THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST FRACTIONAL QUARTER (1/4), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF [Owner(s): Kathrine E. Moeckly Trust],

AND;

THE SOUTH 640.0 FEET OF THE EAST 591.0 FEET (EXCEPT THE EAST 320.0 FEET OF THE SOUTH 200.0 FEET THEREOF) OF THE WEST FRACTIONAL ½ OF THE SOUTHWEST FRACTION ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M. POLK COUNTY, IOWA. SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. [Owner(s): Gary G. & Jeanne M. Uhl],

AND;

THE WEST FRACTIONAL HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE SOUTH 640.5 FEET OF THE EAST 591 FEET AND EXCEPT THAT PORTION OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30 SOLD ON WARRANTY DEED RECORDED IN BOOK 6033, PAGE 380 ON JANUARY 17, 1988 IN THE POLK COUNTY RECORDER'S OFFICE. [Owner(s): Dennis L. Jones, Kathie J. Olenius, & Karen J. Twedt],

AND;

THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N 90°00'E, 1622.95 FEET ALONG THE SOUTH LINE OF SAID SW FRL ¼ OF SECTION 30; THENCE N 00°22'W, 645 FEET; THENCE S99°55'W, 1373 FEET; THENCE N 10°00'E, 160 FEET; THENCE N 36°00'E 85 FEET; THENCE N 10°00'W, 93 FEET; THENCE N 45°30'W 130 FEET; THENCE N 69°30'W 98 FEET; THENCE N 57°00'W, 47 FEET; THENCE N 13°00'W, 49 FEET; THENCE N 28°30'W 67.93 FEET; THENCE S 90°00'W, 45 FEET TO A POINT ON THE WEST LINE OF THE SW FRL ¼ OF SECTION 30; THENCE S 00°13'32"E 1195.44 FEET TO THE POINT OF BEGINNING; AND EXCEPT A PARCEL OF LAND LOCATED IN THE SE ¼ OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, ACQUIRED BY THE STATE OF IOWA THRU CONDEMNATION PROCEEDINGS RECORDED IN BOOK 3580, PAGE 426 THRU 505 AND A PARCEL OF LAND LOCATED IN THE NE ¼ OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DEEDED TO THE STATE OF IOWA AND RECORDED IN BOOK 3599, PAGE 321. [Owner(s): Hope K Farms], AND; THE EAST 1,430 FEET OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 36, EXCEPT PLAT OF SURVEY PARCEL "2018-191", RECORDED IN BOOK 17102 AT PAGE 203 AND EXCEPT THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637 FEET AND EXCEPT THE WEST 335 FEET OF THE EAST 1430 FEET OF THE NORTH 637 FEET AND EXCEPT ABUHL ACRES, AN OFFICIAL PLAT, EXCEPT A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 36 BEGINNING AT THE NORTHEAST COMER; THENCE WEST ALONG THE NORTH LINE OF SECTION 36, 300 FEET; THENCE SOUTHEASTERLY 424.46 FEET TO THE EAST LINE OF SECTION 36; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],

AND;

THE WEST 264 FEET OF THE EAST 2312 FEET TO THE NORTH 330 FEET OF THE N ¾ OF THE NORTHWEST 1/4, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC], AND; THE N ¾ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING: THE EAST 1430 FEET AND EXCEPTING THE WEST 127 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET, AND EXCEPTING THE WEST 165 OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N ¾ OF THE NE ¼ LESS ROAD. [Owner(s): Hope Kimberley LLC],

AND;

OUTLOT "Y" IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],

AND;

THE SOUTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 [Owner(s): Hope Kimberley LLC],

AND;

THE SOUTH 1/4 OF THE NORTHEAST 1/4 IN SECTION 36, EXCEPT PLAT OF SURVEY PARCEL A RECORDED IN BOOK 8572 PAGE 426; EXCEPT PLAT OF SURVEY PARCEL "2018-191" RECORDED IN BOOK 17102 AT PAGE 203; AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS [Owner(s): Hope Kimberley LLC],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36 TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF SAID ABUHL ACRES AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NORTHWEST CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 440.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 10.00 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N88°58'00"E, 109.00 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S00°00'00"W, 320.00 FEET TO THE SW CORNER OF SAID PARCEL "A"; THENCE N88°58'00"E, 208.00 FEET TO THE SE CORNER OF SAID PARCEL "A", SAID POINT LYING ON SAID EAST LINE OF THE NE1/4; THENCE S00°00'00"W, 50.00 FEET ALONG SAID EAST LINE TO THE SE CORNER OF SAID PARCEL "2018-191"; THENCE S88°58'00"W, 542.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 380.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.127 ACRES (136,208 S.F.); SUBJECT TO 0.038 ACRES (1,650 S.F.) RIGHT-OF-WAY EASEMENT; 3.089 ACRES (134,558 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],

AND;

PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 8571 PAGE 426 BEING A PART OF THE S ¼ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Robin & Judith Van Dyke],

AND;

PART OF LOT 1, ABUHL ACRES, AN OFFICIAL PLAT IN POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID ABUHL ACRES ALSO BEING THE SW CORNER OF SAID LOT 1 AND CORNER OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203); THENCE N00°00'00"E, 10.00 FEET ALONG THE WEST LINE OF SAID LOT 1, ABUHL ACRES; THENCE N88°58'00"E, 109.00 FEET ALONG A LINE 10 FEET PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF SAID LOT 1; THENCE S00°00'00"W, 10.00 FEET TO SAID SOUTH LINE OF LOT 1, SAID POINT BEING THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S88°58'00"W, 109.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.025 ACRES (1,090 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],

AND;

LOT 1 (EXCEPT PARCEL "2020-9" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 958) IN ABUHL ACRES, AN OFFICIAL PLAT, IN POLK COUNTY, AND PARCEL "2020-11" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 985 BEING A PART OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Shannon L. & Jill L. Haus],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF LOT 3 OF SAID ABUHL ACRES; THENCE S00°00'00"W 150.00 FEET TO THE SW CORNER OF SAID LOT 3, ABUHL ACRES; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 225.00 FEET TO THE NW CORNER OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 542.00 FEET TO SAID EAST LINE OF THE NE1/4; THENCE S00°00'00"W, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.708 ACRES (74,388 S.F.), SUBJECT TO 0.057 ACRES (2,475 S.F.) RIGHT-OF-WAY EASEMENT; 1.651 ACRES (71,913 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Alan Abuhl],

AND;

LOT 3 IN ABUHL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. [Owner(s): Alan Abuhl]

LAYMAN'S DESCRIPTION:

Approximately 491.83 acres (+/-) of land in the northeast quadrant, generally located around the intersection of NE 126th Avenue and NE 22nd Street (SE Delaware Avenue)

WHEREAS, Section 368.7, Code of Iowa, provides that cities may, in connection with an Application for voluntary annexation, annex up to 20% of the total property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries; and

WHEREAS, the said Section provides that notice of the Application shall be published in an official county newspaper at least 10 business days prior to the action by the City Council on the Application; and

WHEREAS, the titleholders to the property described above have filed an application pursuant to Section 368.7; and

WHEREAS, the City has determined, in connection with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of an island or to create more uniform boundaries; and

WHEREAS, the following described property is additional territory to be annexed from non-consenting owners:

LEGAL DESCRIPTION:

THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856. [Owner(s): Kim Rueter Revocable Trust, Alex Rueter, Karen Wall, Kim Rueter, Paige Rueter Benlaala, Terri Nation, & Todd Rueter],

AND;

THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861. [Owner(s): Alex Rueter, Paige Benlaala, & Todd Rueter],

AND;

THE SOUTH 200.00 FEET OF THE EAST 320.00 FEET OF THE WEST FRACTIONAL 1/2 OF THE SOUTHWEST FRACTION 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Cindy K. & Rory A. Welcher],

AND;

COMMENCING AT THE SW CORNER OF THE SW FRACTION 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE NORTH 00°13'32" WEST, A DISTANCE OF 511.07 FEET ALONG THE WEST LINE OF SAID SW 1/4; THENCE NORTH 89°46'28" EAST, A DISTANCE OF 45.00 FEET; THENCE NORTH 45°04'29" EAST, A DISTANCE OF 127.82 FEET; THENCE NORTH 89°43'56" EAST, A DISTANCE OF 191.63 FEET, THENCE SOUTH 00°12'48" EAST, A DISTANCE OF 602.41 FEET TO THE SOUTH LINE OF SAID SW FRACTION 1/4; THENCE NORTH 90°00'00" WEST ALONG SAID LINE A DISTANCE OF 327.36 FEET TO THE POINT OF BEGINNING. [Owner(s): Cindy L. Taylor & Elvin Hebner Jr.],

AND;

THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637.00 FEET OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO POLK COUNTY, IOWA IN WARRANTY DEED FILED MARCH 28, 1984 IN BOOK 5336 PAGE 847, AND SUBJECT TO ESTABLISHED ROADWAY. [Owner(s): Christopher L. & Irene K. Seuntjens],

AND;

THE WEST 312 FEET OF THE EAST 1407 FEET OF THE NORTH 637 FEET OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Kelly E. & Katie N. Grove Revocable Trust],

AND;

THE WEST 150 FEET OF THE EAST 1557 FEET TO THE NORTH 637 FEET OF THE N 3/4 OF THE NORTHWEST 1/4, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. [Owner(s): Steve & Bonnie Klein],

AND;

A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT 1557 FEET WEST OF THE NE CORNER OF SAID, TOWNSHIP 81 NORTH, RANGE 24; THENCE SOUTH 264 FEET; THENCE WEST 165 FEET; THENCE NORTH 264 FEET; THENCE EAST 165 FEET TO THE POINT OF BEGINNING, CONTAINING ONE ACRE, MORE OR LESS. [Owner(s): Kevin & Emily Huss],

AND;

W 50F N 115F E 1206.05F NE 1/4 NW 1/4 LESS .038 A RD SEC 36-81-24. [Owner(s): NW Bell Telephone Co],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 150.00 FEET TO THE NW CORNER OF LOT 2 OF SAID ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 150.00 FEET TO THE SW CORNER OF SAID LOT 2; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 150.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.775 ACRES (33,744 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Wayne E. Abuhl, Shannon L. & Jill L. Haus],

AND;

LOT 2 IN ABULH ACRES, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Samuel & Morgan Keasler],

AND;

THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL 1/4) OF SECTION 31; ALSO THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL 1/4), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF, OF SECTION 31, ALL IN TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING EXISTING ROADS AND HIGHWAYS.[Owner(s): Alvin L. & Emily M. Wyckoff]

LAYMAN'S DESCRIPTION:

Approximately 92.33 (+/-) acres of land adjacent to petitioning parcels.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

WHEREAS, the said Section provides that notice of the Application shall be mailed by regular mail to the Chairperson of the County Board of Supervisors, to each owner of property that adjoins the territory, to all non-consenting owners of property, and each public utility which serves the area and by certified mail to the Chairperson of the County Board of Supervisors, to the Iowa Attorney General, Polk County Attorney, to the Metropolitan Planning Organization, to all affected public utilities, to all non-consenting owners of property to be annexed and to each city which adjoins the territory or is within two miles of the territory at least 14 business days prior to the action of the City Council of the Application.

WHEREAS, the City Council of the City of Ankeny, Iowa deems it appropriate that a public hearing be held on such proposed annexation.

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

1. A public hearing before this Council on the application for annexation described in the preamble to this resolution is hereby set for 5:30 P.M. on the 18th day of April, 2022.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

PASSED AND APPROVED this 21st day of March, 2022.

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk

**NOTICE OF PUBLIC HEARING ON APPLICATIONS
FOR A VOLUNTARY URBANIZED ANNEXATION OF CERTAIN TERRITORY ADJACENT
TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY LLC**

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF ANKENY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF THE FILING OF AN APPLICATION FOR ANNEXATION UNDER THE PROVISIONS OF IOWA CODE SECTION 368.7.

YOU ARE HEREBY NOTIFIED that applications for annexation have been made and are under consideration by the City of Ankeny by the following property owners of tract of land, legally described as follows:

LEGAL DESCRIPTION:

THE NORTH HALF (N1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY IOWA, EXCEPT HIGHWAY, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SAID SECTION THIRTY-ONE (31) [Owner(s): Hope K Farms LLC],

AND;

THE SOUTH ONE-HALF (1/2) OF THE NORTHWEST FRACTION QUARTER (1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA; EXCEPT THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST FRACTIONAL QUARTER (1/4), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF [Owner(s): Kathrine E. Moeckly Trust],

AND;

THE SOUTH 640.0 FEET OF THE EAST 591.0 FEET (EXCEPT THE EAST 320.0 FEET OF THE SOUTH 200.0 FEET THEREOF) OF THE WEST FRACTIONAL ½ OF THE SOUTHWEST FRACTION ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M. POLK COUNTY, IOWA. SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. [Owner(s): Gary G. & Jeanne M. Uhl],

AND;

THE WEST FRACTIONAL HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE SOUTH 640.5 FEET OF THE EAST 591 FEET AND EXCEPT THAT PORTION OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30 SOLD ON WARRANTY DEED RECORDED IN BOOK 6033, PAGE 380 ON JANUARY 17, 1988 IN THE POLK COUNTY RECORDER'S OFFICE. [Owner(s): Dennis L. Jones, Kathie J. Olenius, & Karen J. Twedt],

AND;

THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N 90°00'E, 1622.95 FEET ALONG THE SOUTH LINE OF SAID SW FRL ¼ OF SECTION 30; THENCE N 00°22'W, 645 FEET; THENCE S99°55'W, 1373 FEET; THENCE N 10°00'E, 160 FEET; THENCE N 36°00'E 85 FEET; THENCE N 10°00'W, 93 FEET; THENCE N 45°30'W 130 FEET; THENCE N 69°30'W 98 FEET; THENCE N 57°00'W, 47 FEET; THENCE N 13°00'W, 49 FEET; THENCE N 28°30'W 67.93 FEET; THENCE S 90°00'W, 45 FEET TO A POINT ON THE WEST LINE OF THE SW FRL ¼ OF SECTION 30; THENCE S 00°13'32"E 1195.44 FEET TO THE POINT OF BEGINNING; AND EXCEPT A PARCEL OF LAND LOCATED IN THE SE ¼ OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, ACQUIRED BY THE STATE OF IOWA THRU CONDEMNATION PROCEEDINGS RECORDED IN BOOK 3580, PAGE 426 THRU 505 AND A PARCEL OF LAND LOCATED IN THE NE ¼ OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DEEDED TO THE STATE OF IOWA AND RECORDED IN BOOK 3599, PAGE 321. [Owner(s): Hope K Farms], AND; THE EAST 1,430 FEET OF THE NORTH ¾ OF THE NORTHEAST 1/4 OF SECTION 36, EXCEPT PLAT OF SURVEY PARCEL "2018-191", RECORDED IN BOOK 17102 AT PAGE 203 AND EXCEPT THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637 FEET AND EXCEPT THE WEST 335 FEET OF THE EAST 1430 FEET OF THE NORTH 637 FEET AND EXCEPT ABUHL ACRES, AN OFFICIAL PLAT, EXCEPT A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 36 BEGINNING AT THE NORTHEAST COMER; THENCE WEST ALONG THE NORTH LINE OF SECTION 36, 300 FEET; THENCE SOUTHEASTERLY 424.46 FEET TO THE EAST LINE OF SECTION 36; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],

AND;

THE WEST 264 FEET OF THE EAST 2312 FEET TO THE NORTH 330 FEET OF THE N ¾ OF THE NORTHWEST 1/4, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC], AND; THE N ¾ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE

5TH P.M., POLK COUNTY, IOWA, EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING: THE EAST 1430 FEET AND EXCEPTING THE WEST 127 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET, AND EXCEPTING THE WEST 165 OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N $\frac{3}{4}$ OF THE NE $\frac{1}{4}$ LESS ROAD. [Owner(s): Hope Kimberley LLC],

AND;

OUTLOT "Y" IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],

AND;

THE SOUTH 20 ACRES OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 36 [Owner(s): Hope Kimberley LLC],

AND;

THE SOUTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ IN SECTION 36, EXCEPT PLAT OF SURVEY PARCEL A RECORDED IN BOOK 8572 PAGE 426; EXCEPT PLAT OF SURVEY PARCEL "2018-191" RECORDED IN BOOK 17102 AT PAGE 203; AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS [Owner(s): Hope Kimberley LLC],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 36 TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL 2018-191", SAID POINT BEING THE NE CORNER OF SAID ABUHL ACRES AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE $\frac{1}{4}$ FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NORTHWEST CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 440.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 10.00 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N88°58'00"E, 109.00 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S00°00'00"W, 320.00 FEET TO THE SW CORNER OF SAID PARCEL "A"; THENCE N88°58'00"E, 208.00 FEET TO THE SE CORNER OF SAID PARCEL "A", SAID POINT LYING ON SAID EAST LINE OF THE NE $\frac{1}{4}$; THENCE S00°00'00"W, 50.00 FEET ALONG SAID EAST LINE TO THE SE CORNER OF SAID PARCEL "2018-191"; THENCE S88°58'00"W, 542.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 380.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.127 ACRES (136,208 S.F.); SUBJECT TO 0.038 ACRES (1,650 S.F.) RIGHT-OF-WAY EASEMENT; 3.089 ACRES (134,558 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],

AND;

PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 8571 PAGE 426 BEING A PART OF THE S $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Robin & Judith Van Dyke],

AND;

PART OF LOT 1, ABUHL ACRES, AN OFFICIAL PLAT IN POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID ABUHL ACRES ALSO BEING THE SW CORNER OF SAID LOT 1 AND CORNER OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203); THENCE N00°00'00"E, 10.00 FEET ALONG THE WEST LINE OF SAID LOT 1, ABUHL ACRES; THENCE N88°58'00"E, 109.00 FEET ALONG A LINE 10 FEET PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF SAID LOT 1; THENCE S00°00'00"W, 10.00 FEET TO SAID SOUTH LINE OF LOT 1, SAID POINT BEING THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S88°58'00"W, 109.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.025 ACRES (1,090 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],

AND;

LOT 1 (EXCEPT PARCEL "2020-9" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 958) IN ABUHL ACRES, AN OFFICIAL PLAT, IN POLK COUNTY, AND PARCEL "2020-11" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 985 BEING A PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Shannon L. & Jill L. Haus],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE $\frac{1}{4}$ FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF LOT 3 OF SAID ABUHL ACRES; THENCE S00°00'00"W 150.00 FEET TO THE SW CORNER OF SAID LOT 3, ABUHL ACRES; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 225.00 FEET TO THE NW CORNER OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 542.00 FEET TO SAID EAST LINE OF THE NE $\frac{1}{4}$; THENCE S00°00'00"W, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.708 ACRES (74,388 S.F.), SUBJECT TO 0.057 ACRES (2,475 S.F.) RIGHT-OF-WAY

EASEMENT; 1.651 ACRES (71,913 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Alan Abuhl],

AND;

LOT 3 IN ABUHL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. [Owner(s): Alan Abuhl]

LAYMAN'S DESCRIPTION:

Approximately 491.83 acres (+/-) of land in the northeast quadrant, generally located around the intersection of NE 126th Avenue and NE 22nd Street (SE Delaware Avenue)

YOU ARE FURTHER NOTIFIED that the applications for annexation for the above properties are on file with the City of Ankeny City Clerk at 410 West First Street, Ankeny, IA 50023 and may be viewed during normal business hours from 8 AM to 5 PM Monday through Friday.

YOU ARE FURTHER NOTIFIED that Section 368.7, Code of Iowa, provides that cities may, in connection with an application for voluntary annexation, annex up to 20% of the total of the property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The titleholders to the properties described above, have filed applications pursuant to Section 368.7 and the City has determined, in conjunction with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of islands or to create a more uniform boundary. The following described property is additional territory to be annexed from non- consenting property owners:

LEGAL DESCRIPTION:

THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856. [Owner(s): Kim Rueter Revocable Trust, Alex Rueter, Karen Wall, Kim Rueter, Paige Rueter Benlaala, Terri Nation, & Todd Rueter],

AND;

THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861. [Owner(s): Alex Rueter, Paige Benlaala, & Todd Rueter],

AND;

THE SOUTH 200.00 FEET OF THE EAST 320.00 FEET OF THE WEST FRACTIONAL 1/2 OF THE SOUTHWEST FRACTION 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Cindy K. & Rory A. Welcher],

AND;

COMMENCING AT THE SW CORNER OF THE SW FRACTION 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE NORTH 00°13'32" WEST, A DISTANCE OF 511.07 FEET ALONG THE WEST LINE OF SAID SW 1/4; THENCE NORTH 89°46'28" EAST, A DISTANCE OF 45.00 FEET; THENCE NORTH 45°04'29" EAST, A DISTANCE OF 127.82 FEET; THENCE NORTH 89°43'56" EAST, A DISTANCE OF 191.63 FEET, THENCE SOUTH 00°12'48" EAST, A DISTANCE OF 602.41 FEET TO THE SOUTH LINE OF SAID SW FRACTION 1/4; THENCE NORTH 90°00'00" WEST ALONG SAID LINE A DISTANCE OF 327.36 FEET TO THE POINT OF BEGINNING. [Owner(s): Cindy L. Taylor & Elvin Hebner Jr.],

AND;

THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637.00 FEET OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO POLK COUNTY, IOWA IN WARRANTY DEED FILED MARCH 28, 1984 IN BOOK 5336 PAGE 847, AND SUBJECT TO ESTABLISHED ROADWAY. [Owner(s): Christopher L. & Irene K. Seuntjens],

AND;

THE WEST 312 FEET OF THE EAST 1407 FEET OF THE NORTH 637 FEET OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Kelly E. & Katie N. Grove Revocable Trust],

AND;

THE WEST 150 FEET OF THE EAST 1557 FEET TO THE NORTH 637 FEET OF THE N ¾ OF THE NORTHWEST 1/4, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. [Owner(s): Steve & Bonnie Klein],

AND;

A PORTION OF THE NW ¼ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT 1557 FEET WEST OF THE NE CORNER OF SAID, TOWNSHIP 81 NORTH, RANGE 24; THENCE SOUTH 264 FEET; THENCE WEST 165 FEET; THENCE NORTH 264 FEET; THENCE EAST 165 FEET TO THE POINT OF BEGINNING, CONTAINING ONE ACRE, MORE OR LESS. [Owner(s): Kevin & Emily Huss],

AND;

W 50F N 115F E 1206.05F NE 1/4 NW 1/4 LESS .038 A RD SEC 36-81-24. [Owner(s): NW Bell Telephone Co],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 150.00 FEET TO THE NW CORNER OF LOT 2 OF SAID ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 150.00 FEET TO THE SW CORNER OF SAID LOT 2; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 150.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.775 ACRES (33,744 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Wayne E. Abuhl, Shannon L. & Jill L. Haus],

AND;

LOT 2 IN ABULH ACRES, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Samuel & Morgan Keasler],

AND;

THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL ¼) OF SECTION 31; ALSO THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL ¼), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF, OF SECTION 31, ALL IN TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING EXISTING ROADS AND HIGHWAYS.[Owner(s): Alvin L. & Emily M. Wycckoff]

LAYMAN'S DESCRIPTION:

Approximately 92.33 (+/-) acres of land adjacent to petitioning parcels.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a hearing before City Council on the above described Application for Annexation has been set to commence on the **18th** day of **April**, 2022, at 5:30 P.M , in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, at which time and place any person wishing to speak for or against said Application will be given the opportunity to be heard. Written public comments may also be sent to the City Clerk's Office, 410 W First Street, Ankeny, Iowa by 5:00 p.m. on Friday, April 15, 2022.

YOU ARE FURTHER NOTIFIED that a copy of said Applications are on file in the Ankeny City Clerk's office, and may be examined by any interested person during regular business hours.

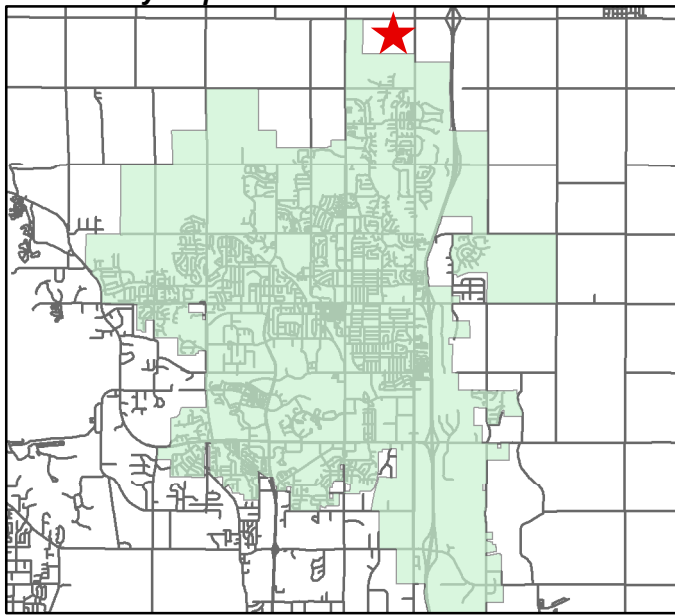
DATED this 21st day of March 2022.

CITY OF ANKENY, IOWA

Mandy Hanson, Records Clerk

Published in the Des Moines Register on the ____ day of _____, 2022.

Vicinity Map

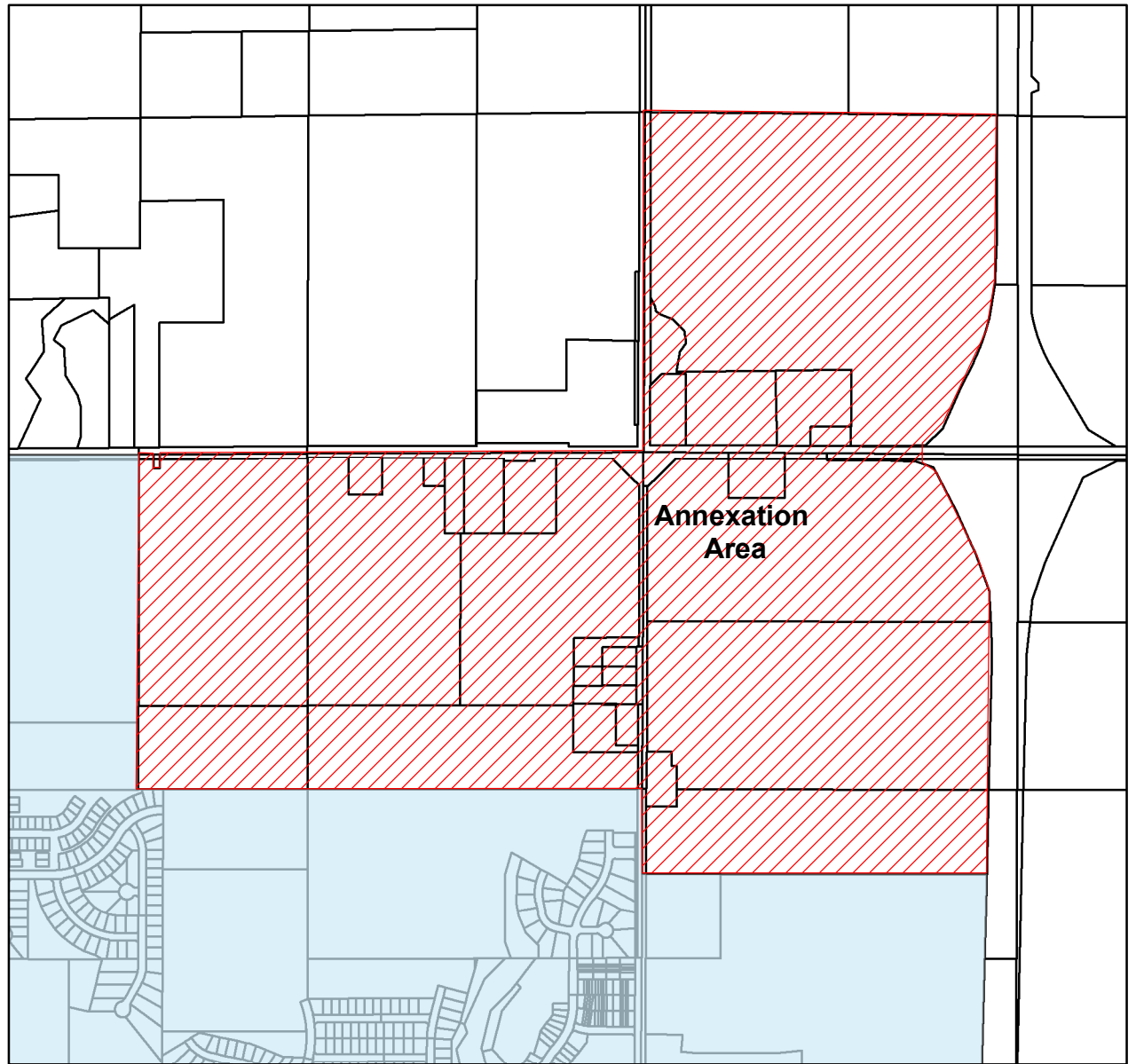


LEGAL DESCRIPTION

"THE EAST HALF OF THE NORTHWEST QUARTER AND ALL OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING WEST OF INTERSTATE 35, AND THAT PART OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING WEST OF INTERSTATE 35. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD."

Property Owners:

Hope Kimberley LLC, Hope K Farms LLC, NW Bell Telephone Co., Kevin & Emily Huss, Steven & Bonnie Klein, Kelly & Katie Grove Revocable Trust, Alan Abuhl, Christopher L. & Irene K. Seuntjens, Samuel & Morgan Keasler, Wayne E. Abuhl & Jill & Shannon Haus, Jill L. & Shannon L. Haus, Robin & Judith Van Dyke, Alvin L & Emily M Wyckoff, Katherine E Moeckly Trust, Todd & Alex Rueter & Paige Benlaala, Cindy K & Rory A Welcher, Jeanne M & Gary G Uhl, Cindy L Taylor & Elvin Hebner Jr, Karen J Twedt & Dennis L Jones & Kathie J Olenius, Karen Wall & Kim, Alex & Todd Rueter & Paige Rueter Benlaala & Terri Nation



1 inch = 1,337.73 feet

Annexation Map

City of Ankeny

**Hope Kimberley
Annexation**

City of Ankeny, Iowa
Planning and Building Department

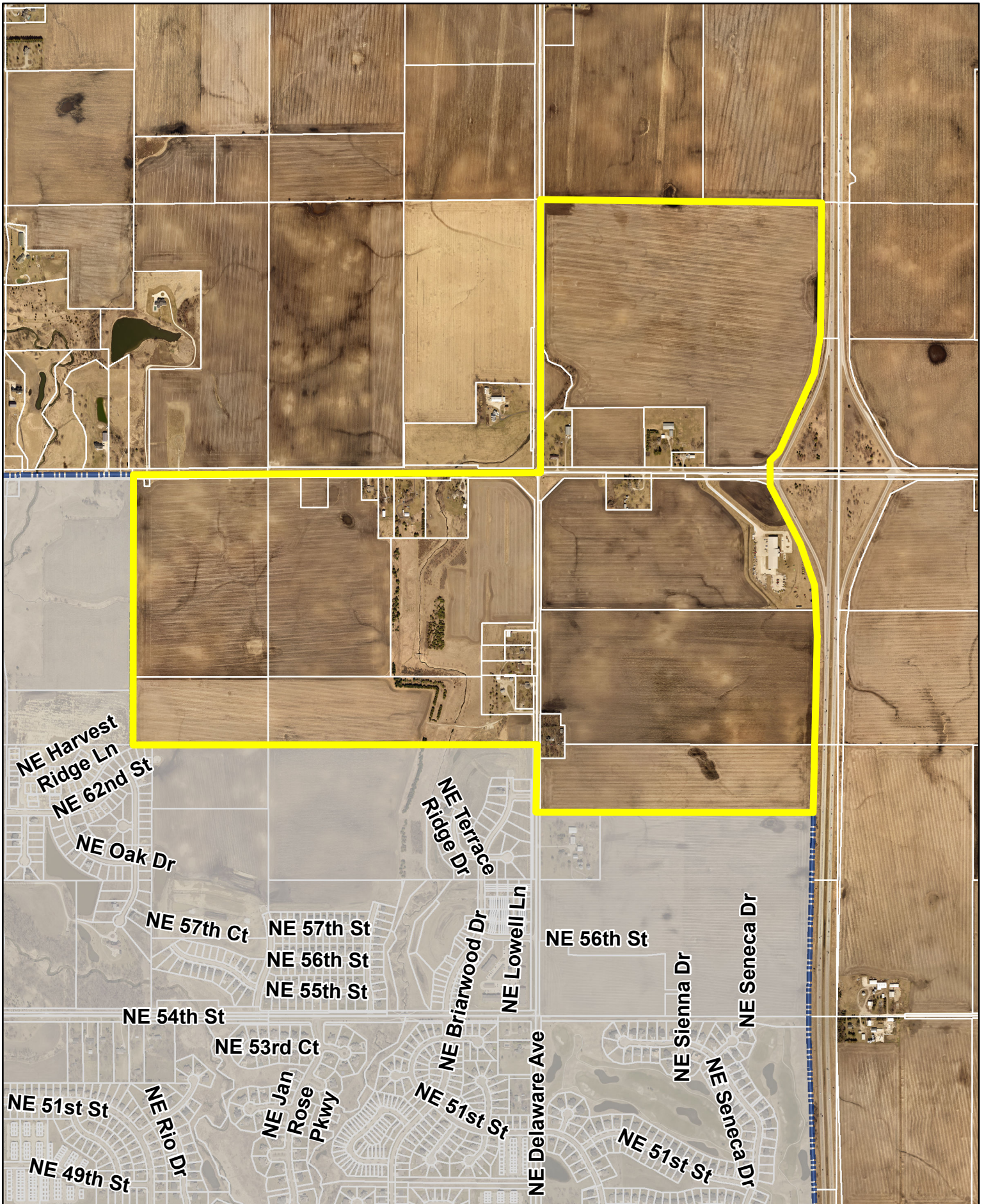
Drawn By: JH

Sheet No.

Checked by:

1 of 1

Date: February 14, 2022



N



1 inch = 1,200 feet

Date: 2/14/2022

**Hope Kimberley LLC
Annexation**

??



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

 Print

?? ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

??

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the Canyon Landing Preliminary Plat Amendment.

EXECUTIVE SUMMARY:

The Canyon Landing PUD is an area of approximately 158 acres, generally located in the southwest corner of the NE 18th Street and NE 38th Street intersection. The PUD was originally approved on October 5, 2020, as a rezoning from R-1, one-family residence district. An amendment to the PUD was approved on February 7, 2022. These amendments included adding a new twinhome land use designation directly south of Canyon Landing Plat 1, and adding additional single-family residential along NE Deerfield Drive.

The preliminary plat includes 476 single-family residential lots, 98 twinhome lots, and eight outlots. Outlot W has been designated for townhomes, and will still need to go through the preliminary plat, final plat and site plan processes. Outlots S, T, U, V, X and Z will be used for storm water management and owned by a Homeowners Association, and Outlot Y will be deeded to the City for parkland.

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

Approve the Canyon Landing Preliminary Plat Amendment.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on February 22, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Preliminary Plat
 P&Z Minutes
 Staff Report
 Applicant Letter
 Aerial Map

LEGAL DESCRIPTION:

THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PART DEEDED TO POLK COUNTY, IOWA DESCRIBED AS THE NORTH 55 FEET OF THE WEST 678.26 FEET OF SAID NORTHEAST QUARTER OF SECTION 17, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

FLOOD PLAIN USED:
19153C0210F (EFF: 2-1-19)

ZONING:

PUD - PLANNED UNIT DEVELOPMENT

SITE AREA:

158.46 ACRES (6,902,518 SQ.FT)

BULK REGULATIONS:

SINGLE-FAMILY RESIDENTIAL (70'+ LOTS)

MINIMUM LOT WIDTH AT FRONT YARD SETBACK - 70 FEET
MINIMUM LOT AREA - 9,100 SF
MINIMUM YARD REQUIREMENTS
FRONT - 25 FEET
REAR - 35 FEET
SIDE - 10 FEET TOTAL (MIN 5' ONE SIDE)

SINGLE-FAMILY RESIDENTIAL (60'+ LOTS)

MINIMUM LOT WIDTH AT FRONT YARD SETBACK - 60 FEET
MINIMUM LOT AREA - 7,800 SF
MINIMUM YARD REQUIREMENTS
FRONT - 25 FEET
REAR - 35 FEET
SIDE - 10 FEET TOTAL (MIN 5' ONE SIDE)

SINGLE-FAMILY RESIDENTIAL (50'+ LOTS)

MINIMUM LOT WIDTH AT FRONT YARD SETBACK - 50 FEET
MINIMUM LOT AREA - 6,500 SF
MINIMUM YARD REQUIREMENTS
FRONT - 25 FEET
REAR - 35 FEET
SIDE - 10 FEET TOTAL (MIN 5' ONE SIDE)

MULTIPLE-FAMILY (TOWNHOMES)

MINIMUM LOT WIDTH
ROW DWELLING - 85 FEET UP TO THREE UNITS, 25 FEET FOR EACH ADDITIONAL UNIT
MINIMUM LOT AREA
MULTIPLE-FAMILY DWELLING OR OTHER PERMITTED USE - 12,500 SF AND ADDITIONAL 1,500 SF
FOR EACH UNIT THEREAFTER
MINIMUM YARD REQUIREMENTS
FRONT - 30 FEET
REAR - 35 FEET PLUS ONE FOOT FOR EACH FOOT OF BUILDING ABOVE 35 FEET
SIDE -
MORE THAN ONE STORY AND LESS THAN 3 STORIES - 22 FEET TOTAL (MIN 9' EACH SIDE)

ONE-FAMILY AND TWO-FAMILY RESIDENTIAL (TWINHOMES)

MINIMUM LOT WIDTH AT FRONT YARD SETBACK -
ONE-FAMILY DETACHED DWELLING - 50 FEET
ONE-FAMILY ATTACHED DWELLING - 31 FEET
TWO-FAMILY DWELLING - 62 FEET
MINIMUM LOT AREA -
ONE-FAMILY DETACHED DWELLING - 6,500 SF
ONE-FAMILY ATTACHED DWELLING - 4,000 SF
TWO-FAMILY DWELLING - 8,000 SF
MINIMUM YARD REQUIREMENTS
FRONT - 25 FEET
REAR - 30 FEET
SIDE - 10 FEET TOTAL (MIN 5' ONE SIDE)

SHEET INDEX:

- 1 - COVER SHEET
2 - GRADING
3 - GRADING
4 - UTILITIES CONNECTION
5 - LOT LAYOUT
6 - LOT LAYOUT
7 - LOT LAYOUT
8 - LOT LAYOUT

LEGEND:

- E W- EXISTING WATER
-E ST- EXISTING STORM
-E SS- EXISTING SANITARY
-P W- PROPOSED WATER
-P ST- PROPOSED STORM
-P SS- PROPOSED SANITARY
FIRE HYDRANT
WATER MAIN VALVE
STORM INTAKE
STORM FLARED END
STORM MANHOLE
SANITARY MANHOLE
STREET LIGHT

PRELIMINARY PLAT

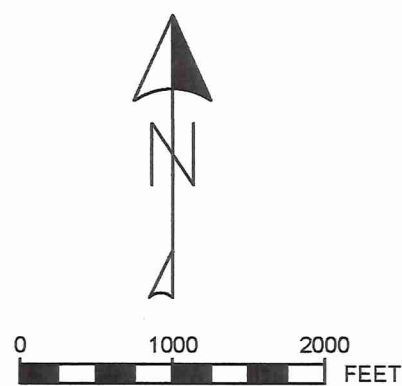
FOR

CANYON LANDING

PREPARED BY

STUBBS ENGINEERING

VICINITY MAP



NOTES:

- ALL SIDEWALKS ARE TO BE 5' WIDE.
- 31' AND 37' WIDE STREETS SHALL BE 8" P.C.C. PAVEMENT WITH CD BASKETS. 29' AND 27' WIDE STREETS SHALL BE 7" P.C.C.
- REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO THE STORM SEWER SYSTEM WHEREVER POSSIBLE.
- OUTLOTS 'U', 'X', AND 'Z' WILL BE OWNED AND MAINTAINED BY A HOMEOWNERS' ASSOCIATION.
- OUTLOT 'W' IS RESERVED FOR FUTURE DEVELOPMENT.
- THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION WITHIN THE PLAT BOUNDARY.
- THE CITY WILL COST PARTICIPATE FOR 12" OR GREATER FOR WATER MAIN AND 15" OR GREATER FOR SANITARY SEWER.
- THE DEVELOPER WILL BE RESPONSIBLE FOR INSTALLING SIDEWALKS THROUGH ALL OUTLOT RIGHT-OF-WAY FRONTAGE.
- ALL STREETS, STORM SEWERS, SANITARY SEWERS, AND WATER MAINS SHOWN WILL BE PUBLIC.
- IN ANY AREA WHERE A PUBLIC UTILITY EASEMENT (PUE) OVERLAPS, OR IS COINCIDENT WITH, A DESIGNATED UTILITY EASEMENT FOR SANITARY SEWER, WATER MAIN, OR STORM SEWER, THE USE OF THE PUE IS SUBORDINATE TO THE USE OF A DESIGNATED EASEMENT FOR SANITARY SEWER, WATER MAIN, OR STORM SEWER PURPOSES. UTILITIES LOCATED IN THE PUE THAT ARE IN CONFLICT WITH THE USE OF A DESIGNATED EASEMENT FOR SANITARY SEWER, WATER MAIN, OR STORM SEWER PURPOSE MUST RELOCATE WITHOUT EXPENSE TO THE OWNER OF THE SANITARY SEWER, WATER MAIN, OR STORM SEWER. THE USE OF THE PUE IS SUBORDINATE IN PERPETUITY INCLUDING ANY FUTURE USE OF THE EASEMENT DESIGNATED FOR SANITARY SEWER, WATER MAIN, OR STORM SEWER PURPOSES.
- MANHOLES NOT LOCATED ON LOT LINES SHALL BE LOCATED OUTSIDE OF FUTURE DRIVEWAYS.
- STORM WATER DETENTION BASINS LOCATED ON OUTLOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS, REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH THE CITY THE LOCATION, WIDTH, AND ELEVATION OF SIDEWALKS.
- DRIVEWAYS WILL NEED TO BE PLACED IN LOCATIONS THAT WILL AVOID ALL PROPOSED RAMP LOCATIONS.
- THE DEVELOPER WILL BE RESPONSIBLE FOR CONSTRUCTING TURN LANES ON NE 38TH ST.
- 1.5X SINGLE-FAMILY RESIDENTIAL REQUIRED BUFFERING (3 TREES AND 5 SHRUBS PER LOT) WILL BE PROVIDED ALONG NE 18TH ST AND NE 38TH ST.
- NO FENCES OR SHEDS WILL BE ALLOWED IN THE 17' BUFFER EASEMENT ALONG NE 38TH ST AND SAME GOES FOR 18TH ST.
- STREET BUFFERING ALONG NE DEERFIELD DRIVE WILL BE PROVIDED. EVERY 60LF OF STREET WILL REQUIRE 1 ORNAMENTAL/EVERGREEN TREE, 1 OVERSTORY TREE, AND 2 OR 3 SHRUBS.
- THE TOWNHOME AREA WILL REQUIRE A TYPE A BROKEN SCREEN WITH TREES AND SHRUBS TO BE INSTALLED AFTER TOWNHOMES ARE BUILT.
- OUTLOT Y WILL BE UTILIZED AS PARKLAND.
- PROPOSED UTILITY LAYOUTS SHOWN ARE PRELIMINARY AND SUBJECT TO MODIFICATION WITH THE SUBMITTAL OF PUBLIC IMPROVEMENT PLANS.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY IMPROVEMENTS RESULTING FROM THE APPROVED TRAFFIC IMPACT STUDY RECOMMENDATIONS.
- ANY CONNECTION TO NE 18TH ST CANNOT BE MADE UNTIL A HARD SURFACE HAS BEEN PAVED. CONNECTION TO THE GRAVEL ROAD WILL BE PROHIBITED. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE WIDENING FOR A WEST-BOUND LEFT TURN LANE AT THE STREET CONNECTION TO NE 18TH ST FOR CANYON LANDING.
- NO PARCEL SHALL HAVE DIRECT ACCESS ONTO NE 18TH ST OR NE 38TH ST.
- WITH THE SUBMISSION OF THE FINAL PLAT/PHASE OF THE CANYON LANDING DEVELOPMENT, AN UPDATED TRAFFIC COUNT SHALL BE SUBMITTED TO THE CITY TO ASSESS THE GEOMETRY ALONG THE ADJACENT ARTERIAL STREETS RESULTING FROM THIS DEVELOPMENT AND POTENTIAL DEVELOPMENT TO THE EAST.

PARKLAND DEDICATION CALCULATION

AREA	LAND USE	ACRES	PARKLAND % REQUIRED	DEDICATION ACRES
70'+ LOTS	LDR	19.1	5%	0.95
60'+ LOTS	LDR	24.5	10%	2.45
50'+ LOTS	LDR	58.0	10%	5.80
TOWNHOMES	MDR	23.9	10%	2.39
TWINHOMES	MDR	15.2	10%	1.52
PARKLAND	PARK	14.29		
TOTAL		155.01		13.12

PARKLAND REQUIREMENT = 13.12 ACRES
PARKLAND PROPOSED = 14.29 ACRES

RECEIVED

MAR 14 2022

CITY OF ANKENY



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.

BRANDEN W. STUBBS, P.E.
LICENSE NUMBER: 25335
DATE: 3/14/22

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL:

CANYON LANDING
ANKENY, IA

STUBBS ENGINEERING

431 NE 72ND ST, PLEASANT HILL, IA 50327

(515) 979 - 8499



COVER SHEET

DATE:
03-11-22

DRAWN BY:
DJS

ENGINEER:
BWS

PROJECT NUMBER:
20-383

PAGE NUMBER:

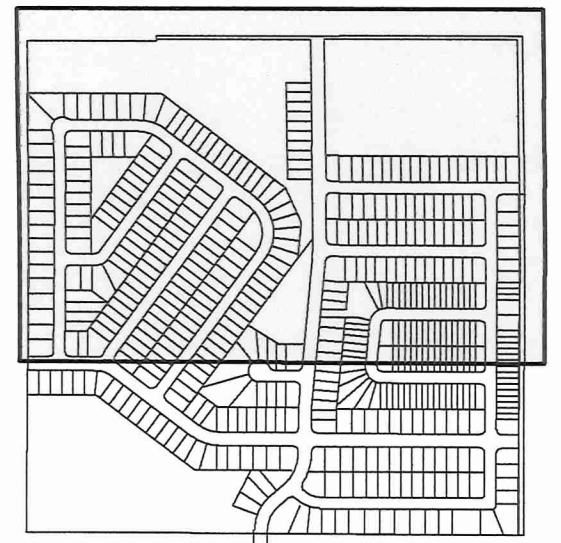
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ADJACENT OWNER:
IRA PATRICK CORY
TESTAMENTARY TRUST

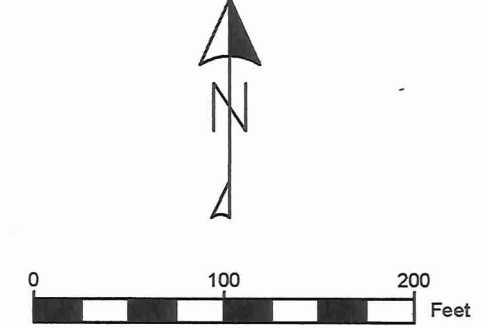
ADJACENT OWNER:
JAMES M. &
JODI K. KAHNK

ADJACENT OWNER:
DENNIS R. SCHMIDT

ADJACENT OWNER:
SUSAN L. ALBAUGH



SHEET INDEX



ADJACENT OWNER:
JOHN G. & KAREN E. JENSEN
JOHN K. & LINDA K. JENSEN
RYAN G. & CHRISTIE A. JENSEN

ADJACENT OWNER:
JOHN W. &
LINDA K. JENSEN

CANYON LANDING
ANKENY, IA

STUBBS ENGINEERING
431 NE 72ND ST, PLEASANT HILL, IA 50327
(515) 979-8499

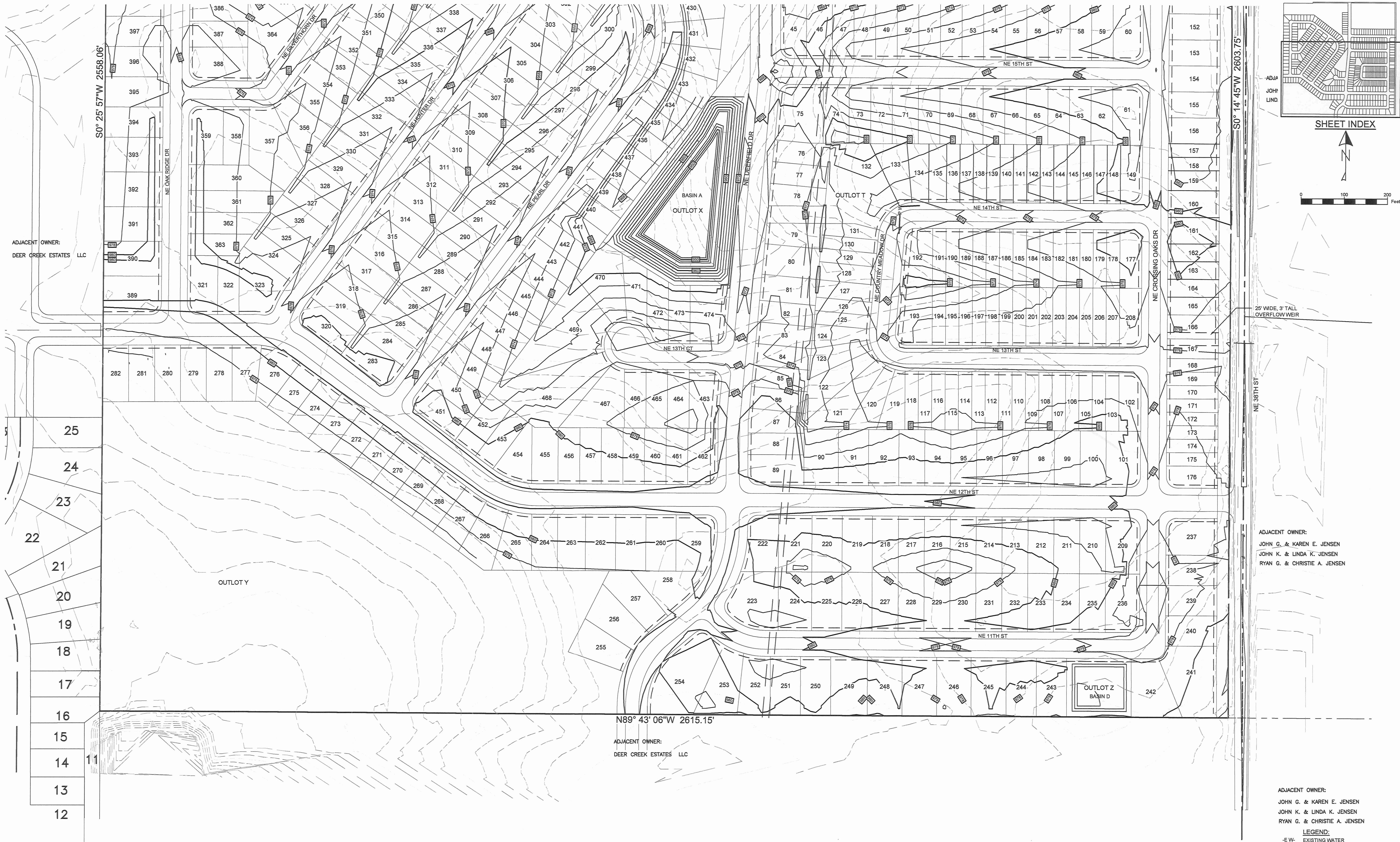


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DATE: 03-11-22
DRAWN BY: DJS
ENGINEER: BWS
PROJECT NUMBER: 20-383
PAGE NUMBER:

2



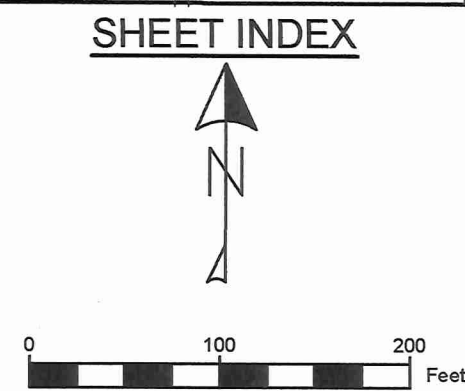
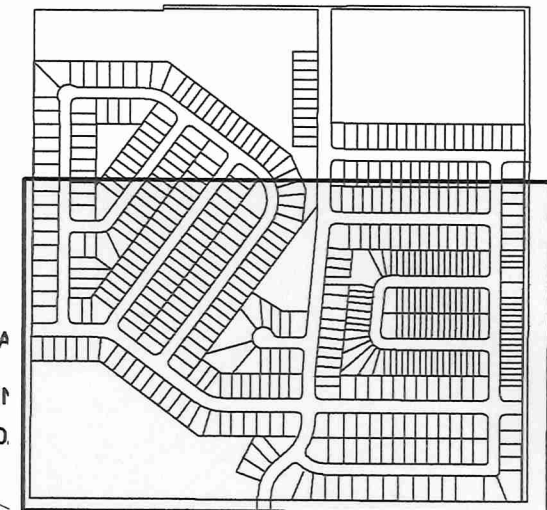


ADJACENT OWNER:
DEER CREEK ESTATES LLC

ADJACENT OWNER:
JOHN G. & KAREN E. JENSEN
JOHN K. & LINDA K. JENSEN
RYAN G. & CHRISTIE A. JENSEN

ADJACENT OWNER:
DEER CREEK ESTATES LLC

- ADJACENT OWNER:
JOHN G. & KAREN E. JENSEN
JOHN K. & LINDA K. JENSEN
RYAN G. & CHRISTIE A. JENSEN
- LEGEND:
-E-W- EXISTING WATER
-E-ST- EXISTING STORM
-E-SS- EXISTING SANITARY
-P-W- PROPOSED WATER
-P-ST- PROPOSED STORM
-P-SS- PROPOSED SANITARY
FIRE HYDRANT
WATER MAIN VALVE
STORM INTAKE
STORM FLARED END
STORM MANHOLE
SANITARY MANHOLE



CANYON LANDING
ANKENY, IA

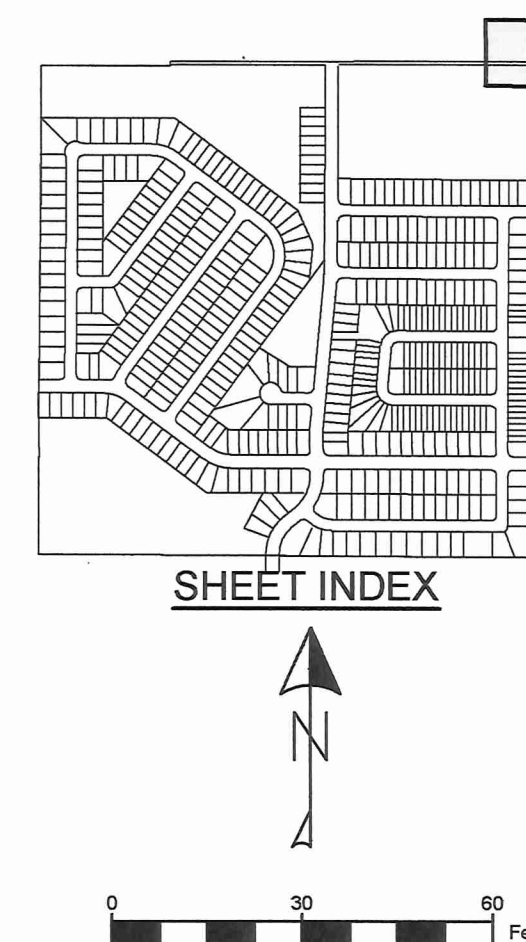
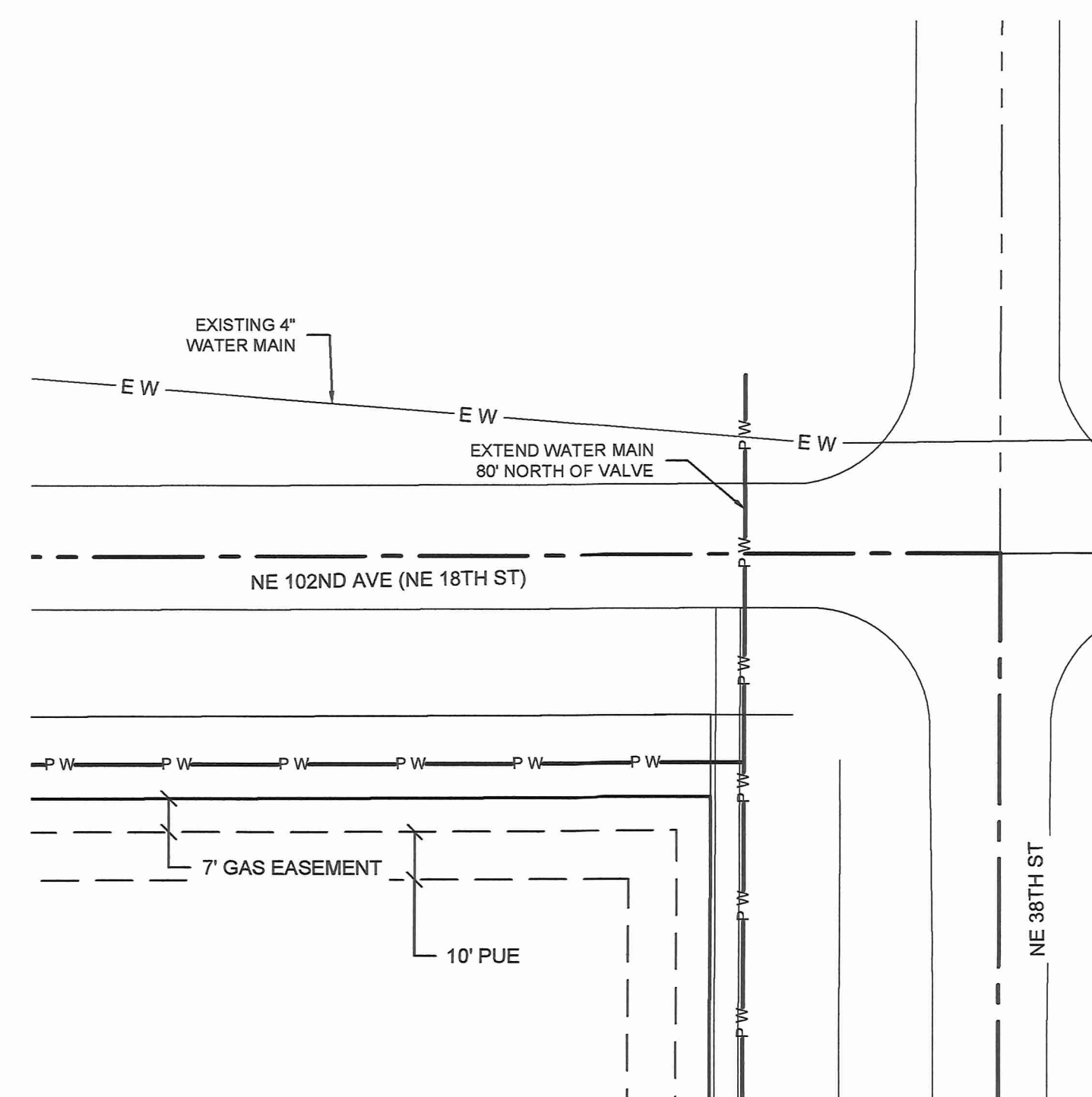
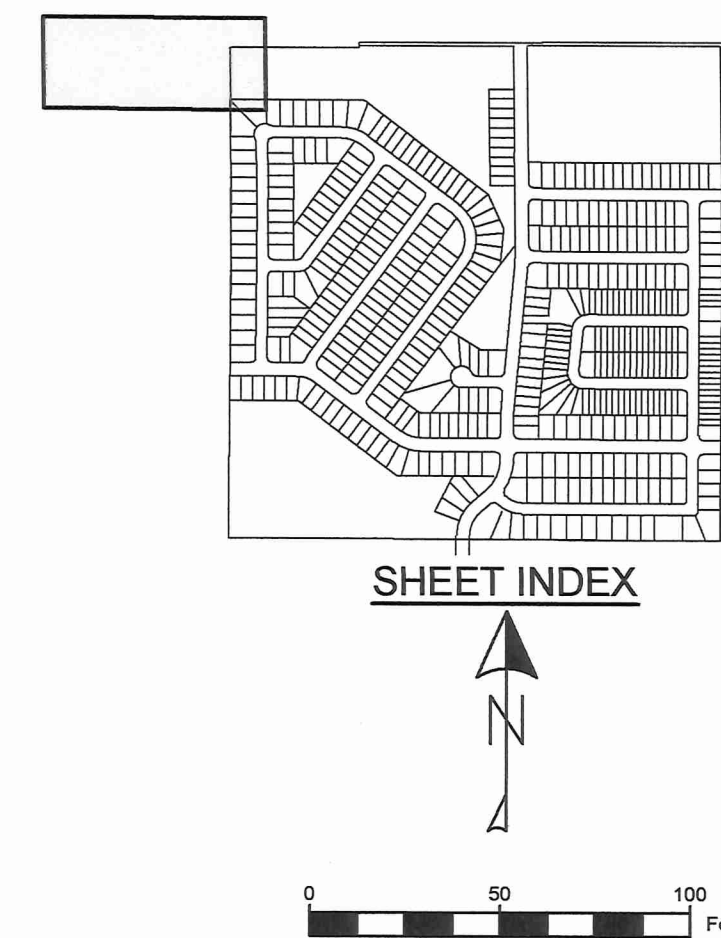
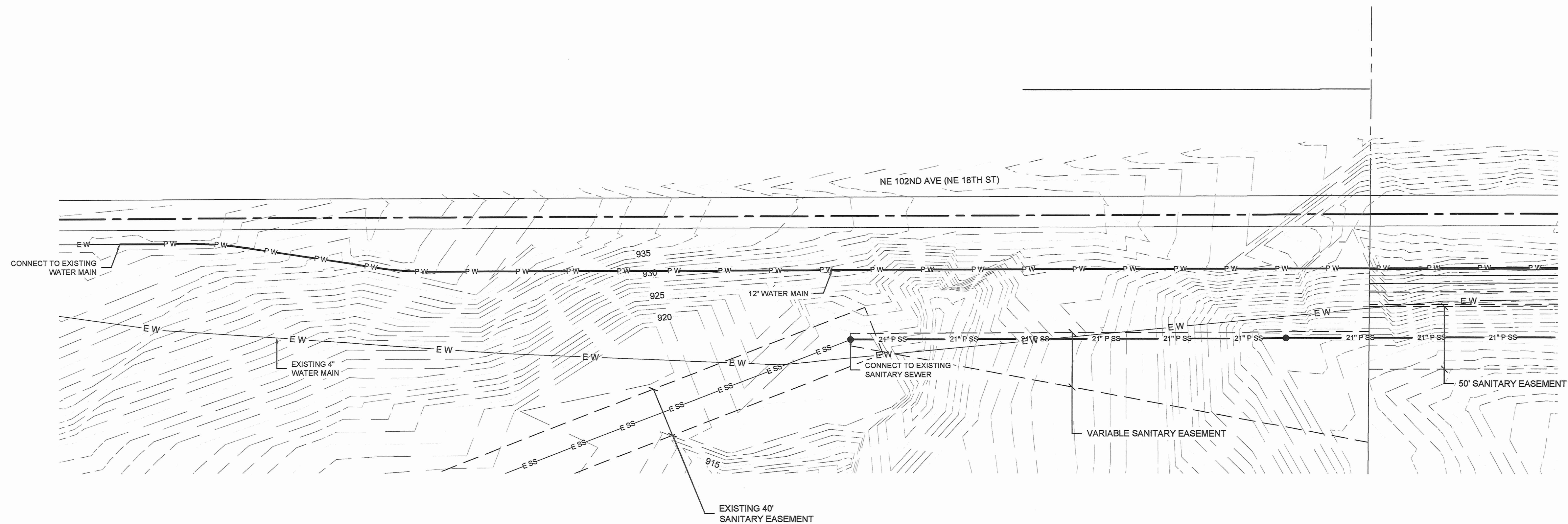
STUBBS ENGINEERING
431 NE 72ND ST, PLEASANT HILL, IA 50327
(515) 979-8499



GRADING

DATE:
03-11-22
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DJS
ENGINEER:
BWS
PROJECT NUMBER:
20-383
PAGE NUMBER:

3



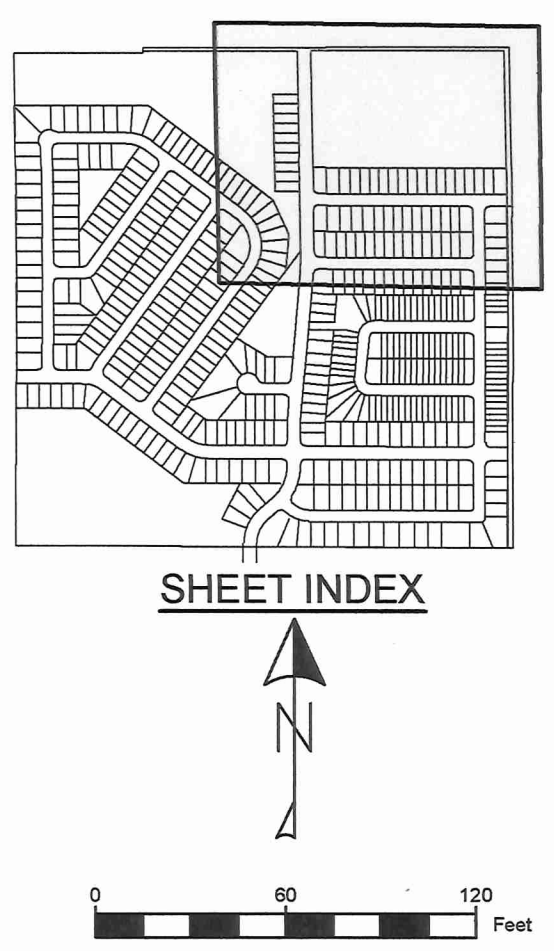
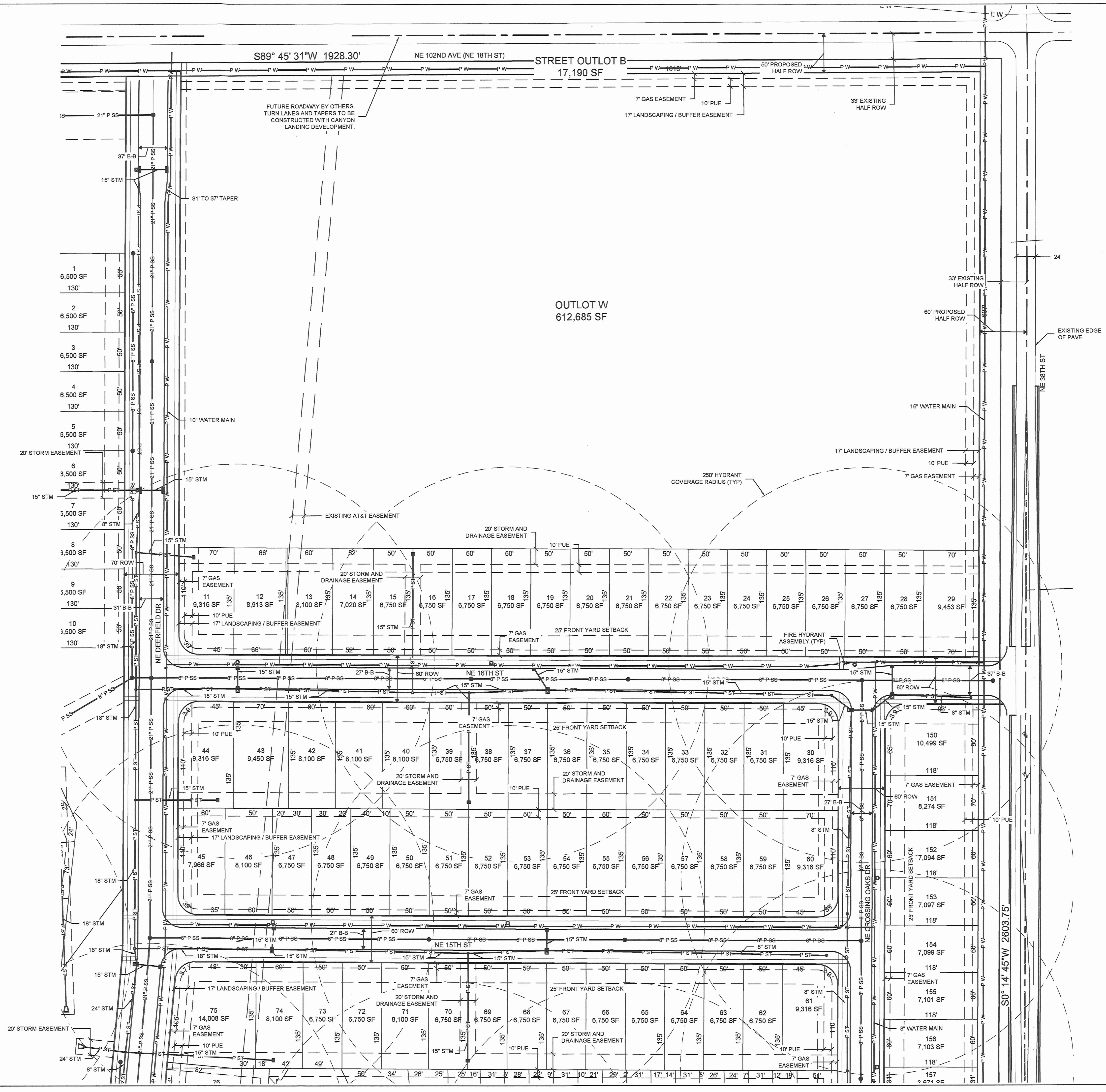
CANYON LANDING
ANKENY, IA

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(515) 979-8499



UTILITIES CONNECTION

DATE:
03-11-22
DRAWN BY:
DJS
ENGINEER:
BWS
PROJECT NUMBER:
20-383
PAGE NUMBER:



- LEGEND:
- E-W- EXISTING WATER
 - E-ST- EXISTING STORM
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 - ⊙ STORM FLARED END
 - ⊙ STORM MANHOLE
 - ⊙ SANITARY MANHOLE

CANYON LANDING
ANKENY, IA

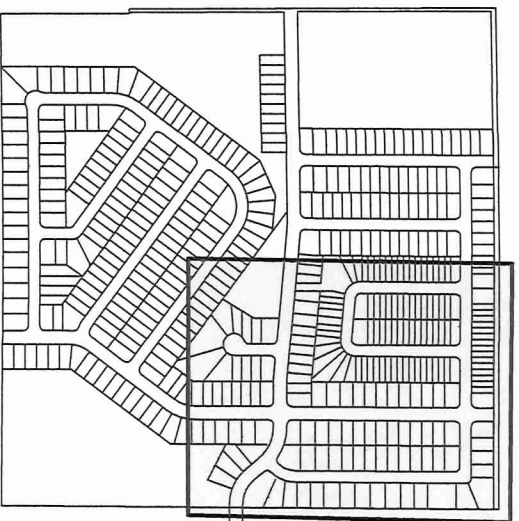
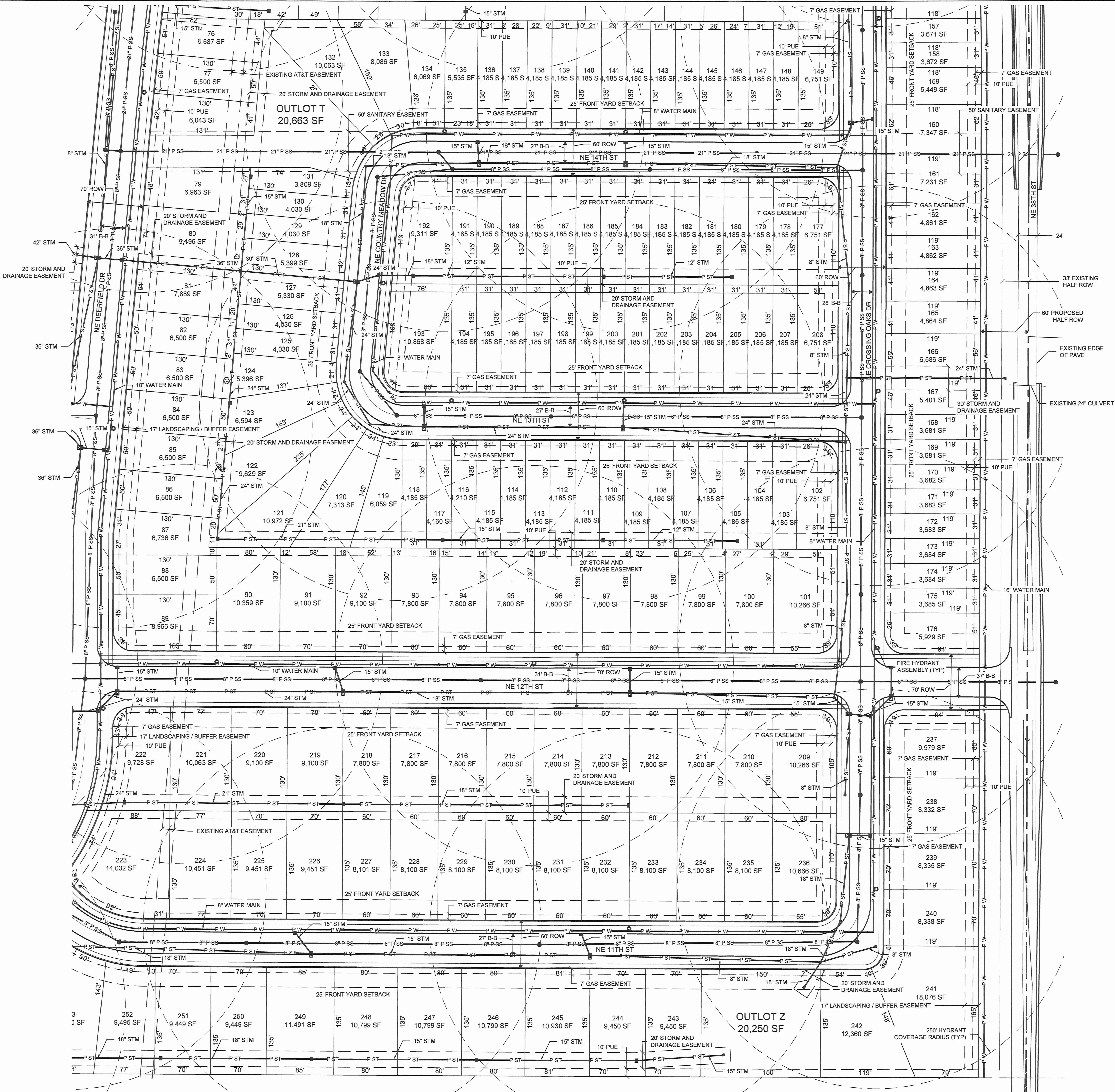
STUBBS ENGINEERING
431 NE 72ND ST. PLEASANT HILL, IA 50327
(515) 979-8499



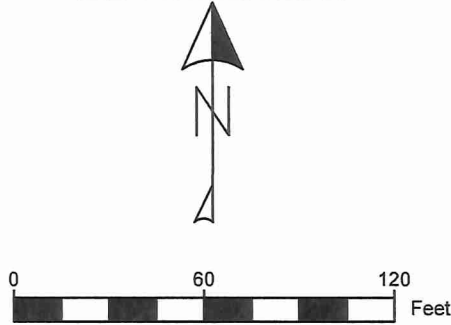
LOT LAYOUT

DATE: 03-11-22
DRAWN BY: DJS
ENGINEER: BWS
PROJECT NUMBER: 20-383
PAGE NUMBER: 6





SHEET INDEX



- LEGEND:
- E W- EXISTING WATER
 - E ST- EXISTING STORM
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CANYON LANDING
ANKENY, IA

STUBBS ENGINEERING
431 NE 72ND ST, PLEASANT HILL, IA 50327
(515) 979-8499



LOT LAYOUT

DATE: 03-11-22
DRAWN BY: DJS
ENGINEER: BWS
PROJECT NUMBER: 20-383
PAGE NUMBER:

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, February 22, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the February 22, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item #10. Canyon Landing Preliminary Plat Amendment

J.Heil reported the Canyon Landing PUD is an area of approximately 158 acres, generally located in the southwest corner of the NE 18th Street and NE 38th Street intersection. He shared that an amendment to the PUD was approved on February 7, 2022 and stated the amendments included adding a new twinhome land use designation directly south of Canyon Landing Plat 1, and adding additional single-family residential along NE Deerfield Drive. J.Heil said the preliminary plat amendment brings in the changes that were made with the PUD Amendment. The preliminary plat includes 476 single-family residential lots, 98 twinhome lots, and eight outlots. Outlot W has been designated for townhomes, and will still need to go through the preliminary plat, final plat and site plan processes. Outlots S, T, U, V, X and Z will be used for storm water management and Outlot Y will be deeded to the City for parkland. J.Heil explained that the proposed development will be accessed to the north via NE Deerfield Drive, which will also serve as the sole southern access as well. There are two new accesses proposed, access from NE 38th Street, including NE 16th Street and NE 12th Street. NE 12th Street will also serve as the sole west access for the proposed development. J.Heil stated a traffic study was approved on February 16, 2022, which includes turn lanes at each street connection to NE 18th Street and NE 38th Street. He said right turn lanes or signalization is not warranted at any location as of yet. An updated traffic count will be needed once the final plat phase has been completed. J.Heil further provided information regarding the water main and sanitary sewer for this preliminary plat. He also noted that they have provided an overall encompassing drainage plan that will be updated as each plat is approved to make sure the detention ponds are handling the storm water. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the Canyon Landing Preliminary Plat amendment.

T.Rapp asked if the turn lane warrants area based on rural cross sections or ultimate urban cross sections of the road. J.Heil was unsure.

There were no applicant comments.

The Commission has no further comments or questions.

Motion by T.Flack to recommend City Council approval of the Canyon Landing Preliminary Plat Amendment. Second by T.Ripper. All voted aye. Motion carried 6 – 0.



*Plan and Zoning Commission
Staff Report*

Meeting Date: February 22, 2022

Agenda Item: Canyon Landing – Preliminary Plat Amendment
Report Date: February 16, 2022
Prepared By: Jake Heil
Associate Planner

ESC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Canyon Landing Preliminary Plat amendment.

Project Summary:

The Canyon Landing PUD is an area of approximately 158 acres, generally located in the southwest corner of the NE 18th Street and NE 38th Street intersection. The PUD was originally approved on October 5, 2020, as a rezoning from R-1, one-family residence district. An amendment to the PUD was approved on February 7, 2022. These amendments included adding a new twinhome land use designation directly south of Canyon Landing Plat 1, and adding additional single-family residential along NE Deerfield Drive

The preliminary plat includes 476 single-family residential lots, 98 twinhome lots, and eight outlots. Outlot W has been designated for townhomes, and will still need to go through the preliminary plat, final plat and site plan processes. Outlots S, T, U, V, X and Z will be used for storm water management and owned by a Homeowners Association, and Outlot Y will be deeded to the City for parkland.

Project Report:

Streets: The proposed development will be accessed to the north off of NE 18th Street. via NE Deerfield Drive, which will also serve as the sole southern access as well. Canyon Landing proposes two new accesses from NE 38th St., including NE 16th St and NE 12th St. NE 12th St. will also serve as the sole west access for the proposed development. This plat continues streets previously approved, including NE 11th Street, NE 12th Street, NE 13th Street, NE 14th Street, NE 15th Street, NE 16th Street, NE Oak Ridge Drive, NE Hunter Drive, NE Pearl Drive, and NE Crossing Oaks Drive. The previously approved Canyon Landing preliminary plat created the streets names NE Silverthorn Drive and NE 13th Court. All proposed roads in the development will be required to have five-foot sidewalks.

Water: 12-inch water main currently exists along NE 18th St., the developer will continue this water main along the northern extent of plat to NE 38th St. 16-inch water main is currently being extended north from E 1st Street, with the Deer Creek Development. This 16-inch

main will be extended north from the southern limit of the subject plat to NE 18th St. Eight-inch water main will extend from NE 16th Street from the west. 10-inch water main will extend south from NE 18th Street along NE Deerfield Drive and connect to the existing 10-inch water main that extends north along NE Deerfield Drive from Deer Creek PUD, to the south. Eight-inch water main will be installed throughout the remainder of the development.

Sewer: 21-inch sanitary sewer will be extended east along NE 18th Street, until NE Deerfield Drive. The 21-inch sanitary sewer then runs south along NE Deerfield Drive until NE 14th Street. This 21-inch sanitary sewer will run east along NE 14th St until meeting up with the existing sanitary sewer along NE 38th Street. Eight-inch sewer will then be extended throughout the remainder of the development. Sanitary sewer in the proposed development will convey off-site to the west and ultimately into the Four Mile trunk sewer.

Drainage: Regional storm water detention areas are provided throughout the proposed development via Outlots S, T, U, V, X, and Z. These detention areas will be owned and maintained by a Homeowners Association. New storm sewer will align with proposed streets, and connects to the existing portion of storm sewer along NE 18th Street. Storm water will then convey off-site to the west and drain into Deer Creek, ultimately outletting into Four Mile Creek.

Parkland: Outlot Y is approximately 14.29 acres in size and will be deeded to the City to satisfy a majority of the parksite dedication requirements for Canyon Landing PUD. Cash-in-lieu of land dedication will be required to satisfy the remainder of the parksite dedication requirements. Access to the park will be provided along NE Deerfield Drive to the east.



STUBBS ENGINEERING

431 NE 72nd St. Pleasant Hill, IA 50327

10/22/2021

Plan and Zoning Commission and City Council

City of Ankeny

Canyon Landing Preliminary Plat

Stubbs Engineering would like to request approval of Canyon Landing Preliminary Plat. Canyon Landing Preliminary Plat is a development containing a variety of single-family residential and multi-family residential product types and sizes. The property is located at the southwest corner of NE 38th Street and NE 102nd Avenue (NE 18th Street).

The lot sizes range from 50' to 70' lots, 31' lots, and 26' lots, which correspond to single-family residential, twin homes, and townhomes, respectively. The preliminary plat contains 14.29 acres of parkland which meets the city parkland dedication requirement.

Sincerely,

Stubbs Engineering

Branden Stubbs

Branden Stubbs, P.E.

Vice President and Treasurer

RECEIVED

OCT 22 2021

CITY OF ANKENY



N



1 inch = 800 feet

Date: 2/17/2022

Canyon Landing
Preliminary Plat Amendment



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Landing at Deer Creek Crossing, for utilities.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN THE LANDING AT DEER CREEK CROSSING FOR UTILITIES

WHEREAS, on the 19th day of July, 2021, the City of Ankeny, Iowa entered into a three-party contract with Rognes Corp, the Contractor, and Rock Equity Holdings II LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-290; 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 March 21st, 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 21st day of March, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Mandy Hanson, Records Clerk

CERTIFICATE OF COMPLETION

Landing at Deer Creek Crossing

Ankeny, Iowa

March 21st, 2021

This is to certify that the construction improvements on the Landing at Deer Creek Crossing Project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Courtyards at Harvest Ridge Plat 1 for utilities.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN COURTYARDS AT HARVEST RIDGE PLAT 1 FOR UTILITIES

WHEREAS, on the 8th day of September, 2020, the City of Ankeny, Iowa entered into a three-party contract with Dan Petersen Construction LLC, the Contractor, and Courtyards At Harvest Ridge LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2020-371; 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 March 21st, 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 21st day of March, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Mandy Hanson, Records Clerk

CERTIFICATE OF COMPLETION

Courtyards at Harvest Ridge Plat 1

Ankeny, Iowa

March 21st, 2022

This is to certify that the construction improvements on the Courtyards at Harvest Ridge Plat 1 Project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES

??



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

 Print

?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Courtyards at Harvest Ridge Plat 2 and Courtyards at Harvest Ridge Plat 3 for utilities.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN COURTYARDS AT HARVEST RIDGE PLAT 2 AND COURTYARDS AT HARVEST RIDGE PLAT 3 FOR UTILITIES

WHEREAS, on the 19th day of April, 221, the City of Ankeny, Iowa entered into a three-party contract with Dan Petersen Construction, LLC, the Contractor, and Courtyards At Harvest Ridge LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-181; 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 March 21st, 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 21st day of March, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Mandy Hanson, Records Clerk

CERTIFICATE OF COMPLETION

Courtyards at Harvest Ridge Plat 2&3
Ankeny, Iowa

March 21st, 2014

This is to certify that the construction improvements on the Courtyards at Harvest Ridge Plat 2&3 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

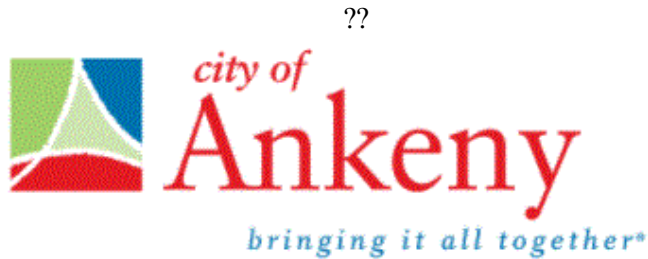
Respectfully submitted,



Jon Hanson, P.E.

15562
Iowa Reg. No.

SNYDER & ASSOCIATES



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Ensure Economic Vitality

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider a motion to approve an Engagement Letter between the City of Ankeny and Baker Tilly US, LLP for strategic planning advisory services.

EXECUTIVE SUMMARY:
City leaders have long recognized the value of engagement of both the City Council and senior staff team in a deliberate, thoughtful, and collaborative approach to strategic planning and priority-setting. For the 2022 strategic planning process, Baker Tilly US, LLP is proposed to be retained by the City to support the planning, facilitation, and documentation of an intensive strategic planning process to create a refreshed strategic plan to guide decision making regarding such matters as growth and development, continuity of high-quality city service delivery, and the responsible management of the municipal enterprise and its resources.

In preparation for the strategic planning process, the David Eisenlohr (“Project Consultant”) will conduct a series of individual interviews with the Mayor, each member of the City Council, the City Manager, Assistant City Manager, Administrative Services Director, and each Department Director.

The interview and engagement will include working from a prepared set of questions, as well as an online pre-interview survey. This dialog with the policy and department leadership team will focus on the status of the current strategic plan, the perception of the continuing validity of the City's Vision, Mission and Strategic Goals, and suggestions for improving the City Council's strategic planning process. The Project Consultant will also seek input on the specific issues and challenges the City of Ankeny faces today that may have significant implications for its future.

Once this discovery work is completed, the Project Consultant will design and complete a City Council and a city leadership team strategic planning workshops in April. The results of those workshops will then be compiled for further prioritization and adoption by the City Council at a future meeting.

FISCAL IMPACT: ??Yes

Approval of this item will result in a fixed professional service fee in the amount of \$35,000, plus direct project-related costs. This item is specifically included in the City Council approved Fiscal Year 2022 budget.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends Council approve the motion and authorize execution of the Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Engagement Letter

December 4, 2021

Mr. David Jones
City Manager
The City of Ankeny
410 W. First Street
Ankeny, IA 50023

RE: Engagement Letter Agreement Related to Services

Dear Mr. Jones,

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Ankeny, Iowa (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of IP

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs,

modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



David Eisenlohr

Managing Director

T: +1 (214) 577 6525

E: david.eisenlohr@bakertilly.com

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

RE: City of Ankeny, Iowa 2022 Strategic Planning Process

DATE: December 4, 2021

This Scope Appendix is attached by reference to the above-named engagement letter (the “Engagement Letter”) between the City of Ankeny (the “Client”) and Baker Tilly US, LLP (“BT”) and relates to services to be provided by BT to the Client.

Project Objective

The City of Ankeny is seeking professional services to support the City’s periodic strategic planning process, including reviewing, validating, and updating the organization’s strategic priorities, goals, and objectives.

Scope of Work

BT will perform the following services:

Phase 1 – Define

- 1.1 – Mobilize the strategic planning project team
- 1.2 – Collect background data and materials
- 1.3 – Finalize the project plan and schedule

Phase I Deliverables

- Initial data request memo
- Final project schedule

Phase 2 – Discover

- 2.1 Review background materials and data
- 2.2 Complete discovery interviews and focus groups including the Mayor, each member of the City Council, the City Manager, Assistant City Manager, Administrative Services Director, and other members of the city’s management team and workforce as appropriate.
- 2.3 Summarize baseline Discover phase findings

Phase 2 Deliverables

- Discover phase baseline findings and observations summary

Phase 3 – Develop

- 3.1 Design City Council and city leadership team strategic planning workshops.
- 3.2 Facilitate the Council and administrative leadership strategy workshop (s)
 - 3.2.1. Review and update progress, accomplishments and shortfalls under the 2019 strategic plan.
 - 3.2.2 Understand and describe the current strategic context and organizational strengths, weaknesses, opportunities and threats
 - 3.2.3 Validate and revise, as needed, the current statements of vision, mission and values
 - 3.2.4 Brainstorm, define and prioritize strategic goals
- 3.3 Update the City of Ankeny strategy map
- 3.4 Facilitate the identification and documentation of operating objectives and initiatives
- 3.5 Finalize and present the updated City of Ankeny strategic plan

Phase 3 Deliverables

- Draft and Final City of Ankeny Strategic Plan documents

Optional Phase 4 – Deploy (Future Scope)

- 4.1 Establish and train internal strategy implementation teams
- 4.2 Facilitate the development of performance metrics and a reporting model
- 4.3 Prepare change management and communication plans
- 4.4 Provide ongoing implementation technical support

Optional Phase 4 Deliverables

- Recommended cross-functional implementation team structure
- Implementation team training
- Key strategic performance indicators to the objective level
- Recommended reporting format and process
- Change management and communication plan
- Optional continuing support and special projects as requested

Project Staff

Baker Tilly Managing Director David Eisenlohr will have primary responsibility for completing the strategic planning assignment. He will be supported by other Baker Tilly Public Sector Advisory team members experienced in municipal strategic planning, operations, and service delivery.

Client Responsibilities

The services, fees and delivery schedule for this assignment are based upon the following assumptions, representations, or information supplied by the City:

- Client will assign a senior-level point of contact to provide overall guidance and direction to the project consultant. BT is entitled to rely on the information and direction provided by the assigned City representative.
- Client will assist BT with collecting requested background data, documents, and material.
- The Mayor, individual City Council members, and the city staff will be available to participate in meetings, interviews, and focus groups as required for project completion.
- Adherence to project timelines and estimated fees depends on the availability of City personnel and external stakeholder participation.
- Client will provide appropriate office space, connectivity, telephone and related “de minimus” administrative support to the project consultant while on site.
- Client will assist BT in keeping the project within the predefined scope to ensure timely and on-budget completion of the engagement.
- Client will arrange locations and facilities required for planning workshops and stakeholder engagement sessions, including audiovisual equipment, power availability, and internet connectivity.
- Client will secure and pay directly for any required meeting rooms, room setups, food and beverage and other facilities and services needed to support the strategic planning workshop meetings, focus groups, and engagement/outreach sessions.
- BT will deliver one reproducible and one electronic copy in PDF format of the final report. The City will be responsible for the reproduction and distribution of this document as needed

Compensation and Invoicing

BT will complete the strategic planning project as described herein for the fixed professional services fee of **\$35,000**. In addition to the fixed professional fee, BT will invoice the City for reimbursement of direct project-related costs for such items as travel and per diem, document design and production, and other usual and customary expenses for projects of this type.

BT will submit progress billings monthly, based on work performed during the preceding month plus expense reimbursement. Expenses are invoiced on an actual cost basis without markup for administrative or overhead charges. Invoices are due upon receipt.

Should the City require additional work outside of the scope of services included in this proposal, we will be pleased to provide such services at either our standard hourly rates, plus direct expenses or at an agreed-upon fee based on the additional scope requested. We will perform no such additional work without the prior written authorization of the City. The table below lists BT's current hourly billing rates for professional services:

Title	Hourly Rate
Partner/Principal	\$450
Managing Director	\$325
Director/Senior Manager	\$300
Manager	\$280
Senior Consultant	\$195
Consultant	\$165
Analyst	\$125
Administrative Support	\$80

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

**SCOPE APPENDIX to
Engagement Letter dated: December 4, 2021
Between The City of Ankeny, Iowa and
Baker Tilly US, LLP**

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this challenging project.

Sincerely,



David Eisenlohr

Managing Director

T: +1 (214) 577 6525

E: david.eisenlohr@bakertilly.com

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

City Clerk

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider Mayor Appointments to Boards and Commissions as follows:

Civil Service Commission

- Ray Blase - Reappointment - term begins 4/01/2022; term expires 3/31/2026

EXECUTIVE SUMMARY:

Mayor Holm is asking council to approve the recommendations he is making for appointments to expiring Boards and Commissions

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

Approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

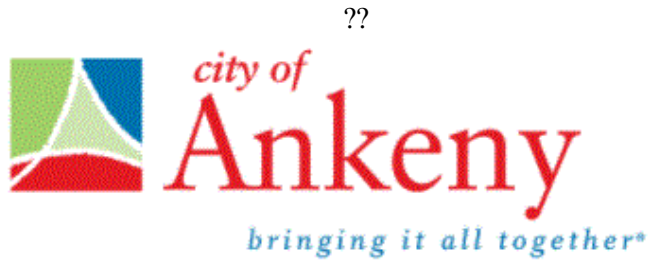
ACTION REQUESTED:

Action: Consider motion approving Mayors appointments to expiring Board and Commission Members as presented.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

??

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:
Ord 2097: An Ordinance vacating a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??Yes
Convert nontaxable public land into taxable property.

CITY MANAGER'S RECOMMENDATIONS:
Accept third consideration of ORDINANCE 2097.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2097, sending it on its final passage and publication as required by law.

Action: Consider motion to adopt RESOLUTION authorizing the sale of real estate vacated by the City of Ankeny to DRA Properties, LC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Vacation Exhibit
 Resolution
 Quit Claim Deed

ORDINANCE 2097

**AN ORDINANCE VACATING A PORTION OF PUBLIC LAND,
LOT 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8,
LOCATED WEST OF THE INTERSECTION OF SW PARK SQUARE DRIVE AND
SW MERCHANT STREET**

WHEREAS, pursuant to notice published in the manner required by law, on the 21st day of February, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a portion of public land, as shown on the attached Vacation Plat; and

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

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

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

PASSED AND APPROVED this ____ day of _____, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

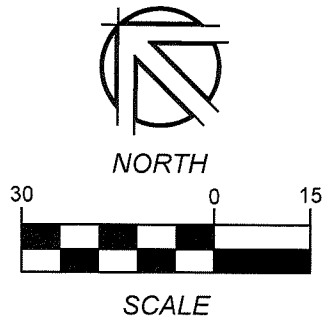
ATTEST:

Denise L. Hoy, City Clerk

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

**1st Con 2/21/22 (P. Hrg)
2nd Con 3/07/22
3rd Con _____**

EXHIBIT "A"



REQUESTED BY
DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

PROPRIETOR
City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

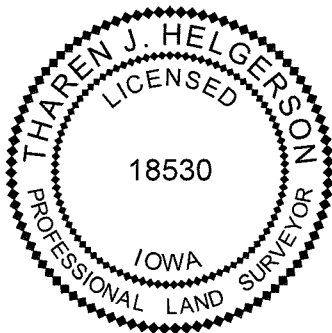
LEGEND

- Found monument 5/8" IR with red cap #18530 or 1" copper monument stamped "PLS 18530" in paved surface unless otherwise noted
- Set monument 5/8" IR with red cap #18530 or 1" copper monument stamped "PLS 18530" in paved surface unless otherwise noted
- IR Round iron rebar (outside diameter)
- IP Round iron pipe (outside diameter)
- (R) Record dimension
- P.O.B. Point of Beginning
- Subject boundary line
- Proposed boundary line
- Existing boundary line

SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa.

CERTIFICATION



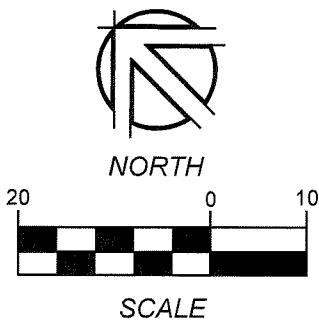
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: *[Signature]* Date: *1-11-22*

Name: Tharen J. Helgerson, P.L.S. No. 18530
My license renewal date is December 31, 2022 Date of survey: 09/09/21

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

EXHIBIT "A"



SUBJECT PROPERTY LEGAL DESCRIPTION

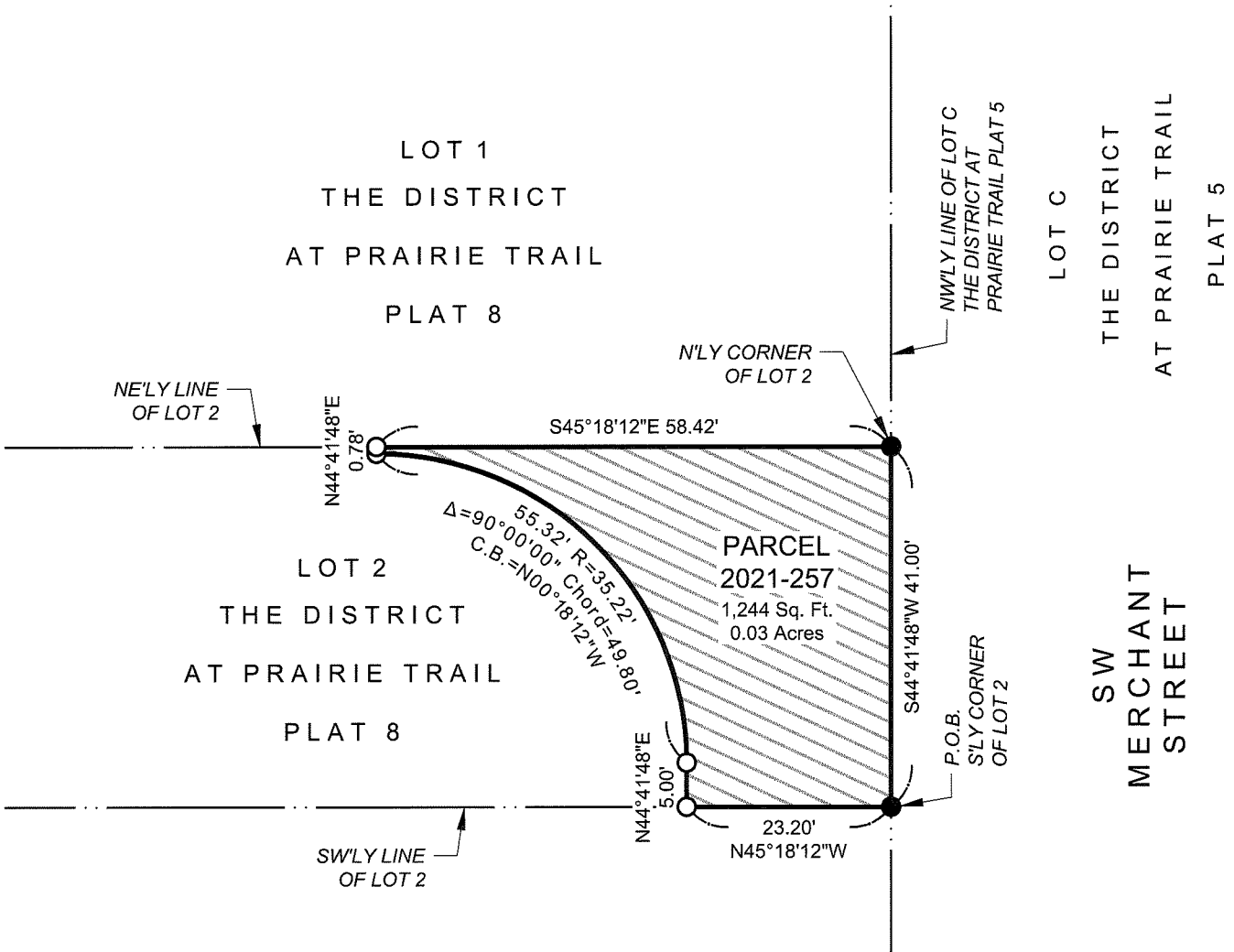
Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PARCEL 2021 - 257

That part of Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Beginning at the southerly corner of said Lot 2; thence North 45 degrees 18 minutes 12 seconds West, along the southwesterly line of said Lot 2, a distance of 23.20 feet; thence North 44 degrees 41 minutes 48 seconds East, a distance of 5.00 feet; thence northwesterly 55.32 feet along a curve to the left, tangent to the last described line, having a radius of 35.22 feet, a delta angle of 90 degrees 00 minutes 00 seconds and a chord distance of 49.80 feet which bears North 00 degrees 18 minutes 12 seconds West; thence North 44 degrees 41 minutes 48 seconds East, not tangent to the last described curve, a distance of 0.78 feet, to the northeasterly line of said Lot 2; thence South 45 degrees 18 minutes 12 seconds East, along said northeasterly line of Lot 2, a distance of 58.42 feet, to the southeasterly line of said Lot 2; thence South 44 degrees 41 minutes 48 seconds West, along said southeasterly line of Lot 2, a distance of 41.00 feet, to said southwesterly line of Lot 2 and the Point of Beginning.

Containing 0.029 acres (1,244 square feet) more or less.





1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

www.nillesinc.com

PROJECT:

PUBLIC LAND VACATION

LOCATION:

THE DISTRICT AT PRAIRIE TRAIL PLAT 8 ANKENY, IOWA

NAI No.: 18154	DRAWN BY: TJH	DWG No.: 2/2
DATE: 12/22/21	CHECKED BY: RJS	SHEET TITLE: EX-2

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE VACATED BY THE CITY OF ANKENY TO DRA PROPERTIES, LC

WHEREAS, by Ordinance No. 2097 the City has vacated certain real estate shown on the attached Vacation Plat; and

WHEREAS, DRA Properties, LC has offered to purchase said real estate for an amount equal to the costs incurred by the City to vacate such property; and

WHEREAS, a public hearing on said vacation and sale was held on the 21st day of February, 2022, pursuant to notice published as required by law; and

WHEREAS, this Council, having heard all comments for and against said offer to purchase, determines that the offer should be accepted.

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

1. That the City accepts the offer of DRA Properties, LC to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the property as shown on the attached Vacation Plat; and
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a quit claim deed conveying the aforesaid property to the purchaser upon receipt of the full amount of the purchase price. The Clerk shall compute such amount.

PASSED AND APPROVED this 21st day of March, 2022.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk

WHEN RECORDED RETURN TO:

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

Preparer Information: Deb Gervais, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

(515) 963-3558

Address Tax Statements: DRA Properties, LC, 1525 NE 36th Street, Ankeny, IA 50021

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by DRA Properties, LC, does hereby QUIT CLAIM unto said DRA Properties, LC, all its right, title and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED VACATION PLAT

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than \$500.00, and the Grantor is a municipal corporation.

SIGNED this 21st day of March, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

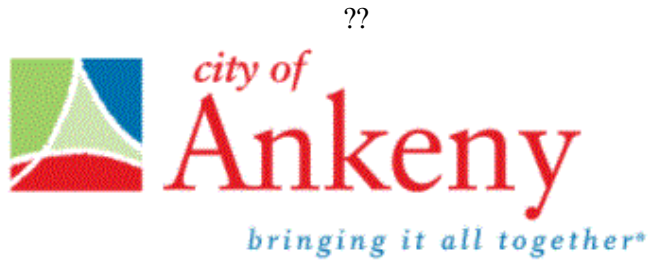
ATTEST:

Mandy Hanson, Records Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

BE IT REMEMBERED that on the 21st day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Mandy Hanson, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the CITY OF ANKENY, IOWA; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the 21st day of March, 2022, and said Mark E. Holm and Mandy Hanson acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

??

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2098: An Ordinance creating section 143 - Entertainment Districts in the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

Council and staff have worked through the process of creating two Entertainment Districts to promote events in areas that are specifically designed for this type of activity creating a sense of community. A public hearing was held, not out of compliance, but to allow businesses and residents the opportunity to voice any support or opposition to an Entertainment District Ordinance.

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2098 creating Entertainment Districts in 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 2098.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 REVISED 2098 - 3/15/2022
 Summary of Ordinance Changes

ORDINANCE NO. ____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
ANKENY, IOWA, BY ADDING A NEW SECTION ENTITLED
ENTERTAINMENT DISTRICT**

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

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Ankeny, Iowa, is amended by adding a new Section 143, entitled Entertainment Districts, which is hereby adopted to read as follows:

143.01 DEFINITIONS.

1. “Entertainment District” means the commercial businesses operating within the following defined areas:
 - A. The District at Prairie Trail
 - (1) Defined as the area in the Prairie Trail Planned Unit Development (PUD) that is bounded:
 - a. On the north by SW Magazine Road;
 - b. On the south by SW Prairie Trail Parkway;
 - c. On the west by SW State Street; and,
 - d. On the east by the rear property line of the District Brownstones, which are generally located on the west side of SW Westview Drive.
 - B. Uptown Entertainment District
 - (1) Defined as the commercially zoned properties (C-2 and C-2a) generally bounded:
 - a. On the north by W 1st Street and SW 2nd Street;
 - b. On the south by SW 4th Street and SW 5th Street;
 - c. On the west by the rear property lines of the properties that front onto SW Scott Street and SW Elm Street; and,
 - d. On the east by the alley between SW Walnut Street and SW Pleasant Street and the alley between SW Pleasant Street and SW School Street.
2. “Receiving Property” for purposes of this chapter, receiving property means the nearest property line of the real property where the sound is being heard, and where appropriate level restrictions apply.

143.02 OUTDOOR SERVICE AREAS/SPECIAL USE PERMITS.

1. Properties located within areas defined as Entertainment Districts by this Chapter shall not be required to obtain a Special Use Permit as described in Section 196.02 of the Municipal Code for Outdoor Service Areas.

143.03 NOISE.

1. As described below, Entertainment Districts shall be exempt from certain sections of Chapter 44, Noise Control.

A. The District at Prairie Trail

- (1) Properties within the District at Prairie Trail are exempt from Municipal Code Sections 44.05.11 and 44.05.18, with the following limitations:

- Noise from properties within the entertainment district shall not exceed the following levels measured at the receiving property line:
 - i. 75 dB between 7:00am and 10:00pm Sunday – Wednesday and 7:00am and midnight Thursday – Saturday, **as well as on the eve of and on all Federal Holiday's, St. Patrick's Day and Cinco de Mayo.**
 - ii. 70 dB all other times.
- The occasional playing of Live Music, use of Sound Equipment and/or uses that require a Special Events Permit, which may exceed the above decibel limitations shall be required to obtain a Noise Permit as outlined in Section 44.06.
 - i. Properties issued Noise Permits within the District at Prairie Trail shall not have noise levels that exceed the following:
 - a. 85 dB between 7:00am and 10:00pm Sunday – Wednesday and 7:00am and midnight Thursday – Saturday, **as well as on the eve of and on all Federal Holiday's, St. Patrick's Day and Cinco de Mayo.**
 - b. 80 dB all other times.
 - ii. Noise Permits issued within the District at Prairie Trail shall be limited to six (6) hours in duration. However, a Noise Permit issued in conjunction with a City approved Special Events Permit may be modified or extended beyond six hours.

B. Uptown Entertainment District

- (1) Properties within the Uptown Entertainment District are exempt from Municipal Code Sections 44.05.11 and 44.05.18, with the following limitations:

- Noise from properties within the entertainment district shall not exceed the following levels measured at the receiving property line:
 - i. ~~75~~ 70 dB between 7:00am and 9:00pm Sunday – Wednesday and 7:00am and 11:00pm Thursday – Saturday, **as well as on the eve of and on all Federal Holiday's, St. Patrick's Day and Cinco de Mayo.**
 - ii. ~~70~~ 65 dB all other times.
- The occasional playing of Live Music and use of Sound Equipment and/or uses that require a Special Events Permit, which may exceed the above decibel limitations, shall be required to obtain a Noise Permit as outlined in Section 44.06.
 - i. Properties issued Noise Permits within the Uptown Entertainment District shall not have noise levels that exceed the following:

- a. ~~85~~ 80 dB between 7:00am and 9:00pm Sunday – Wednesday and 7:00am and 11:00pm Thursday – Saturday, as well as on the eve of and on all Federal Holiday's, St. Patrick's Day and Cinco de Mayo.
- b. ~~80~~ 75 dB all other times.
- ii. Noise Permits issued within the Uptown Entertainment District shall be limited to six (6) hours in duration. However, a Noise Permit issued in conjunction with a City approved Special Events Permit may be modified or extended beyond six hours.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the ____ day of _____, 2022.

Mark E Holm, Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20____.

City Clerk

Summary of Ordinance Changes Since Public Hearing

1. Added the eve of and on all Federal Holiday's as well as St. Patrick's Day and Cinco de Mayo to the list of days allowing the slightly higher noise limits. The full list of holidays are:
 - a. Federal Holidays
 - i. New Year's Day
 - ii. Birthday of Martin Luther King, Jr.
 - iii. Washington's Birthday (Presidents' Day)
 - iv. Memorial Day
 - v. Juneteenth National Independence Day
 - vi. Independence Day
 - vii. Labor Day
 - viii. Columbus Day
 - ix. Veterans Day
 - x. Thanksgiving Day
 - xi. Christmas Day
 - b. St. Patrick's Day
 - c. Cinco de Mayo
2. Lowered the allowable dB in the Uptown District from 75 and 70, to 70 and 65 respectively for those properties without a special Noise Permit and from 85 and 80 to 80 and 75 respectively for those properties with a special Noise Permit. This represents a 5 dB reduction across the board in the Uptown District.



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

??

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2099: An Ordinance amending Chapter 44.06 Noise Ordinance by adding a section referencing Chapter 143 - Entertainment Districts

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2099 amending chapter 44.06 Noise Ordinance by adding a section referencing Chapter 143 - Entertainment Districts

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2099.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO NOISE
PERMIT FOR SOUND EQUIPMENT**

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

SECTION 1. SECTION MODIFIED. Section 44.06 OUTDOOR SEATING AREAS of the Code of Ordinances of the City of Ankeny, Iowa, is amended by adding the following section 44.06 12 (D)

44.06 NOISE PERMIT FOR SOUND EQUIPMENT.

12. Rules. No person shall operate or cause to be operated on public or private property any source of sound in such a manner as to create a sound level that exceeds the following limits on receiving land:

RECEIVING	MAXIMUM dB PERMITTED
Residential:	70 dB between 7 a.m. and 8 p.m. 65 dB after 8 p.m.
Commercial:	75 dB between 7 a.m. and 8 p.m. 70 dB after 8 p.m.

A. The measurement of sound shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute (ANSI). The instrument shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the noise source.

B. If there is no voluntary compliance within a reasonable amount of time, the Noise Control Officer is given the authority to issue a municipal citation to shut down the event, to turn off the sound equipment, or to reduce the sound to the level authorized by the Noise Permit.

C. An event for which a Noise Permit either has not been obtained or which is in violation of the maximum decibel levels will also be subject to those penalties established elsewhere in this Code.

D. Maximum dB Permitted levels for Entertainment Districts are defined in Chapter 143 of the City Code.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the ____ day of _____, 2022.

Mark E. Holm, Mayor

ATTEST:

City Clerk

ORDINANCE NO. _____

First Reading: _____

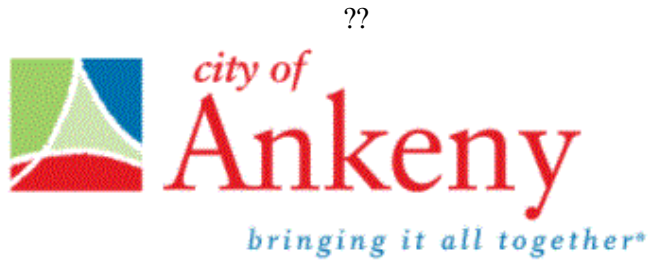
Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of
_____,

20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

??

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:
Ord 2100: An Ordinance amending Chapter 130.07 Outdoor Seating addressing Chapter 143 - Entertainment Districts

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:
Accept second consideration of Ordinance 2100 amending chapter 130.07 Outdoor Seating addressing Chapter 143 - Entertainment Districts

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2100.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO OUTDOOR SEATING AREAS

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

SECTION 1. SECTION MODIFIED. Section 130.07 OUTDOOR SEATING AREAS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

130.07. OUTDOOR SEATING AREAS.

1. With the exception of properties located within Entertainment Districts as defined and regulated in Chapter 143 of the Ankeny Municipal Code, the premises for which a beer permit or liquor control license is sought shall require a special use permit for an outdoor service area as described in paragraph 196.02(1)(I) if it is less than five hundred (500) feet from a residential zoning district. This requirement may be waived by the City Council upon showing that the applicant for such license conforms to the requirements of Section 130.05 of this chapter.
2. The outdoor seating area shall be delineated by a barrier that is a minimum of thirty-six (36) inches in height and discourages the free movement of people between the outdoor service area and non- licensed areas and shall conform to all physical requirements of the State Code of Iowa as well as all Building Code requirements of the City of Ankeny.
3. Emergency exits, sized and spaced in accordance with the Building Code, must be provided with a clear and unobstructed access to the public way.
4. The site shall meet the parking requirements listed in Section 194.01 of this Code of Ordinances.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the ____ day of _____, 2022.

Mark E. Holm, Mayor

ATTEST:

City Clerk

ORDINANCE NO. _____

First Reading: _____

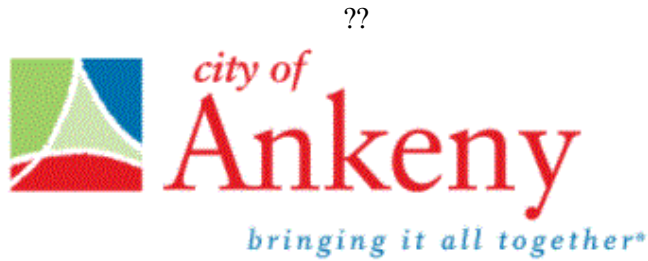
Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of
_____,

20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

??

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:
Ord 2101: An Ordinance amending Chapter 196.02 Special Use Permits addressing Chapter 143 - Entertainment Districts

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:
Accept second consideration of Ordinance 2101 amending Chapter 196.02 Special Use Permits addressing Chapter 143 - Entertainment Districts

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2101.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SPECIAL USE PERMIT

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

SECTION 1. SECTION MODIFIED. Section 196.02 SPECIAL USE PERMITS 1. (I) of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

SECTION 196.02. SPECIAL USE PERMITS 1. (I). With the exception of properties located within Entertainment Districts as defined and regulated in Chapter 143 of the Ankeny Municipal Code, premises with a beer permit or liquor control license not contained within a completely enclosed and covered structure and located less than five hundred feet from a residential zoning district; provided the following standards are met:

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

??

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2102: An Ordinance vacating a Public Utility Easement associated with Lot 1, The District at Prairie Trail Plat 11.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2102 vacating a Public Utility Easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2102.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2102
 Vacation Exhibit

ORDINANCE 2102

**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT ASSOCIATED WITH
LOT 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11**

WHEREAS, pursuant to notice published in the manner required by law, on the 7th day of March, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a Public Utility Easement as shown on the attached Exhibit A; and

WHEREAS, the City Council finds that all public purpose served by this easement will be replaced with other easements; and

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

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

1. That the City of Ankeny does hereby vacate and release the Public Utility Easement, as shown on the attached Exhibit A; and
2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this ____ day of _____, 2022.

Mark E. Holm, Mayor

Attest:

Denise L. Hoy, City Clerk

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

1st Con 3/07/22 (P. Hrg)

2nd Con 3/21/22

3rd Con _____

EXHIBIT "A"

PROPRIETOR & REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

SUBJECT PROPERTY LEGAL DESCRIPTION

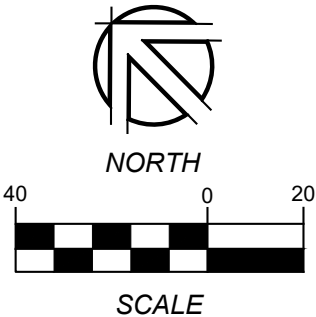
Lot 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PUBLIC UTILITY EASEMENT TO BE VACATED

The east 5 feet of the west 10 feet of the north 195 feet of Lot 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11, an official plat, located in the City of Ankeny, Polk County, Iowa.
Containing 0.022 acres (975 square feet) more or less.

LEGEND

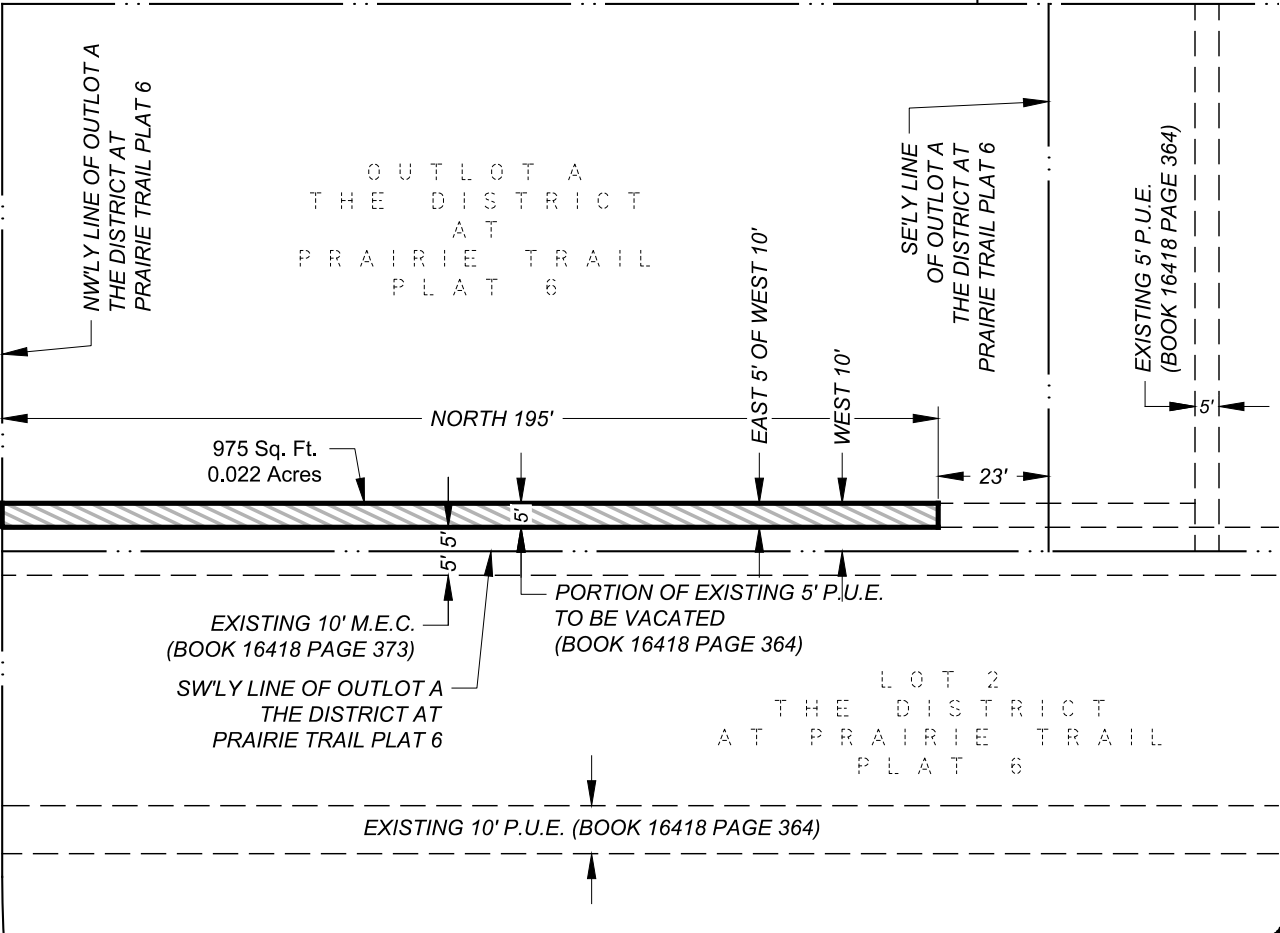
- Subject easement vacation area
- Existing easement line
- Existing boundary line
- P.U.E. Public utility easement
- M.E.C. MidAmerican Energy Company electric easement



LOT A
THE DISTRICT
AT
PRAIRIE TRAIL
PLAT 5

SW
PARK SQUARE
DRIVE

SW MARKET STREET

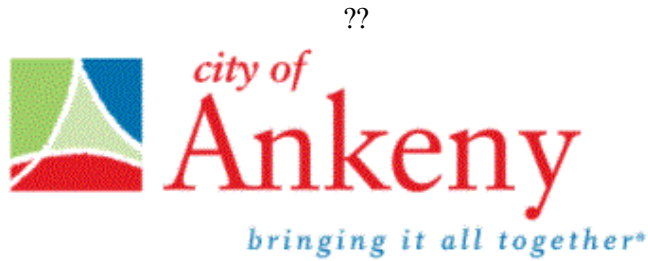


1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:
PUBLIC UTILITY EASEMENT VACATION

LOCATION:
THE DISTRICT AT PRAIRIE TRAIL ANKENY, IOWA

NAI No.: 21136	DRAWN BY: TJH	DWG No.: 1/1
DATE: 02/11/22	CHECKED BY: RJS	SHEET TITLE: EX-1



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

 [Print](#)

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:
No Review Required

SUBJECT:
Ord 2103: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

EXECUTIVE SUMMARY:
The ordinance under consideration raises water user rates by 6.75 percent and service availability charges by 3 percent, effective April 1, 2022.

The increase is necessary to fund the 15 percent increase in capacity rates for water purchased from Des Moines Water Works and local infrastructure projects planned in the 2022 Capital Improvement Program.

FISCAL IMPACT: ??Yes
Below is an illustration of the impact of the proposed utility rate changes:

	FY 2023	FY 2022	\$ Difference	% Difference
Solid Waste	\$ 59.04	\$ 53.88	\$ 5.16	9.58%
Water	419.38	396.99	22.39	5.64%
Sewer	519.96	536.04	(16.08)	-3.00%
Storm Water	78.00	78.00	-	0.00%
	\$ 1,076.38	\$ 1,064.91	\$ 11.47	1.08%

It assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes.

As you can see from the illustration, this customer will see an increase of \$11.47 in their utility bill for FY 2023.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 28, 2022 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2103.

Action: Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2103, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2103

ORDINANCE 2103

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO WATER RATES

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

SECTION 1. SECTION MODIFIED. Section 92.04, Paragraph 1, of the Code of Ordinances of the City of Ankeny, Iowa is repealed effective April 1, 2022 and the following adopted in lieu thereof:

92.04 RATES FOR SERVICE.

1. For bills due and payable on or after April 1, 2022, the following rates apply:

A. Service Availability Charge. There is imposed for each billing period, a service availability charge upon each separately metered residential, commercial, industrial or educational premises, directly or indirectly served by a connection to the waterworks systems, based on the following:

		Monthly		
	Meter	Equivalent	Monthly	Monthly
Meter	Equivalence	Meter	Billing	SAC
Size	Factor	Cost	Cost	Charge
5/8"	1	\$ 7.34	\$ 2.03	\$ 9.37
3/4"	1.5	\$ 11.01	\$ 2.03	\$ 13.04
1"	2.5	\$ 18.35	\$ 2.03	\$ 20.38
1 1/2"	5	\$ 36.70	\$ 2.03	\$ 38.73
2"	8	\$ 58.73	\$ 2.03	\$ 60.76
3"	17.5	\$ 128.47	\$ 2.03	\$ 130.50
4"	50	\$ 367.07	\$ 2.03	\$ 369.10
6"	100	\$ 734.14	\$ 2.03	\$ 736.17
8"	175	\$ 1,284.75	\$ 2.03	\$ 1,286.78

B. Water Use Rates. In addition to the service availability charge, there are imposed the following water rate charges based on actual metered usage during the billing period for which such charges are assessed:

- (1) For the first 5,000 gallons used, \$5.90 per 1,000 gallons, plus
- (2) For all gallons used in excess of 5,000 gallons, \$8.28 per 1,000 gallons.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the Council the 21st day of March, 2022.

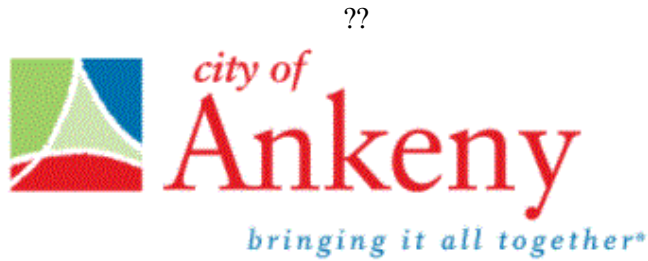
ATTEST:

Mark E. Holm, Mayor

Mandy Hanson, Records Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 25TH DAY OF MARCH, 2022**

**1st Con 03/07/22
2nd Con 03/21/22
3rd Con 03/21/22**



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:
No Review Required

SUBJECT:
Ord 2104: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to sewer service charges.

EXECUTIVE SUMMARY:
The ordinance under consideration decreases sewer user and service availability charges by 3 percent, effective July 1, 2022. The decrease is the result of aggressively paying off outstanding debt over the past several years.

FISCAL IMPACT: ??Yes
Below is an illustration of the impact of the proposed utility rate changes:

	FY 2023	FY 2022	\$ Difference	% Difference
Solid Waste	\$ 59.04	\$ 53.88	\$ 5.16	9.58%
Water	419.38	396.99	22.39	5.64%
Sewer	519.96	536.04	(16.08)	-3.00%
Storm Water	78.00	78.00	-	0.00%
	\$ 1,076.38	\$ 1,064.91	\$ 11.47	1.08%

It assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes.

As you can see from the illustration, this customer will see an increase of \$11.47 in their utility bill for FY 2023.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 28, 2022 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2104.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2104

ORDINANCE 2104

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SEWER SERVICE CHARGES

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

SECTION 1. SECTION MODIFIED. Section 98.07, Paragraph 1, of the Code of Ordinances of the City of Ankeny, Iowa, is repealed effective July 1, 2022 and the following adopted in lieu thereof:

98.07 RATES.

1. For bills due and payable on or after July 1, 2022, the following rates will apply.

- A. Service Availability Charge. There is imposed for each billing period, a service availability charge upon each separately metered residential, commercial, industrial or educational premises, directly or indirectly served by a connection to the sanitary sewer system based on the following:

		Monthly		
	Meter	Equivalent	Monthly	Monthly
Meter	Equivalence	Meter	Billing	SAC
Size	Factor	Cost	Cost	Charge
5/8"	1	\$ 14.53	\$ 2.96	\$ 17.49
3/4"	1.5	\$ 21.80	\$ 2.96	\$ 24.76
1"	2.5	\$ 36.33	\$ 2.96	\$ 39.29
1 1/2"	5	\$ 72.66	\$ 2.96	\$ 75.62
2"	8	\$ 116.27	\$ 2.96	\$ 119.23
3"	17.5	\$ 254.34	\$ 2.96	\$ 257.30
4"	50	\$ 726.70	\$ 2.96	\$ 729.66
6"	100	\$ 1,453.40	\$ 2.96	\$ 1,456.36
8"	175	\$ 2,543.46	\$ 2.96	\$ 2,546.42

- B. Sewer User Charge. In addition to the service availability charge, each customer shall pay a user charge of \$2.96 per 1,000 gallons of water (or wastewater) consumed upon the premises and as measured by the water (or wastewater) meter in accordance with Section 98.06, for operation, maintenance and replacement of the system; and an additional \$3.50 per 1,000 gallons of water (or wastewater) consumed for debt retirement.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the

ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the Council the 21st day of March, 2022.

ATTEST:

Mark E. Holm, Mayor

Mandy Hanson, Records Clerk

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

**1st Con 03/07/22
2nd Con 03/21/22
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:
No Review Required

SUBJECT:
Ord 2105: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

EXECUTIVE SUMMARY:
The ordinance under consideration increases the maximum ERU per month for commercial, industrial and multi-family from 60 ERU to 70 ERU, effective July 1, 2022. The stormwater management fees will remain at \$6.50 per ERU per month.

FISCAL IMPACT: ??Yes
Below is an illustration of the impact of the proposed utility rate changes:

	FY 2023	FY 2022	\$ Difference	% Difference
Solid Waste	\$ 59.04	\$ 53.88	\$ 5.16	9.58%
Water	419.38	396.99	22.39	5.64%
Sewer	519.96	536.04	(16.08)	-3.00%
Storm Water	78.00	78.00	-	0.00%
	\$ 1,076.38	\$ 1,064.91	\$ 11.47	1.08%

It assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes.

As you can see from the illustration, this customer will see an increase of \$11.47 in their utility bill for FY 2023.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 28, 2022 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2105.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2105

ORDINANCE 2105

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO STORMWATER
MANAGEMENT FEES**

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

SECTION 1. SECTION MODIFIED. Section 107.02, Paragraph 3, of the Code of Ordinances of the City of Ankeny, Iowa is repealed effective July 1, 2022 and the following adopted in lieu thereof:

107.02 STORMWATER MANAGEMENT FEES.

3. Commercial, Industrial and Multi-Family: \$6.50 per ERU per month up to a maximum of 70 ERUs.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the Council the 21st day of March, 2022.

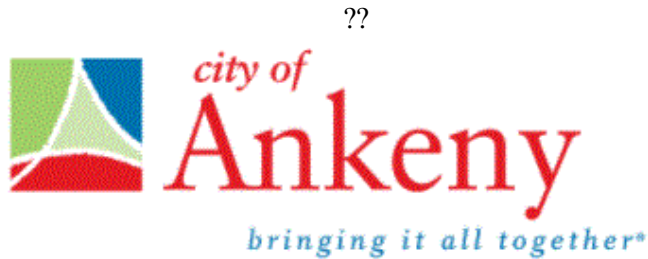
ATTEST:

Mark E. Holm, Mayor

Mandy Hanson, Records Clerk

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

**1st Con 03/07/22
2nd Con 03/21/22
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2106: An Ordinance establishing street grade elevations along a portion of NE 36th Street.

EXECUTIVE SUMMARY:
The action before the council is the passage of a street grade ordinance. This grade ordinance is required as a part of the proposed NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive per Section 384.39: Improvements Brought to Grade, of the Iowa Code.

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:
Approve first consideration of Ordinance No. 2106, an Ordinance establishing street grade elevations along a portion of NE 36th Street.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2106.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2106

ORDINANCE NO. XXXX

AN ORDINANCE ESTABLISHING STREET GRADE ELEVATIONS ALONG A PORTION OF NE 36TH STREET

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

Section 1. That the following provisions are applicable to the street grade elevations established in this ordinance:

- a. Datum Plane: All grades are established and described in feet and decimals of feet with respect to a horizontal plane known as the datum plane.
- b. Benchmark: Bury bolt on hydrant north of east end of NE 36th Street median island. Hydrant is located approximately 615 feet east of the centerline intersection of NE 36th Street / I-35 Northbound Entrance and Exit Ramps terminal and approximately 71 feet north of the NE 36th Street centerline. Elevation=966.78
- c. Grades: The intermediate elevations between the grade points as established shall be straight lines except at the intersection of grade lines where vertical curves shall be used.
- d. Street Grades: Street grade elevations for eastbound NE 36th Street shall be along the profile grade line (PGL) at the center lane line of the eastbound lanes unless specifically established otherwise. Street grade elevations for westbound NE 36th Street shall be along the PGL at the center lane line of westbound lanes unless specifically established otherwise. Street grade elevations along a portion of NE 36th Street, also designated as Polk County NE 110th Avenue, from the NE Four Mile Drive intersection and east shall be along the PGL at the centerline of the street unless specifically established otherwise.
- e. Street Stationing: The stationing for eastbound NE 36th Street shall commence approximately 108 feet east of the centerline intersection of NE 36th Street / I-35 Northbound Entrance and Exit Ramps terminal. The beginning station shall be 85+89.73 and continue east to the intersection of NE Four Mile Drive (Station 105+42.77) and continue east along a portion of NE 36th Street, also designated as Polk County NE 110th Avenue, to Station 110+00.00.

The station for westbound NE 36th Street shall commence approximately 468 feet east of the centerline intersection of NE 36th Street / I-35 Northbound Entrance and Exit Ramps terminal. The beginning station shall be 89+49.25 and continue east to the intersection of NE Four Mile Drive (Station 105+42.77) and continue east along a portion of NE 36th Street also designated as Polk County NE 110th Avenue to Station 110+00.00.

Section 2. Street grades for NE 36th Street are hereby established as follows:

From the eastbound beginning station (Station 85+89.73) to Station 104+85.00 street grades along the eastbound PGL are hereby established as follows:

NE 36th Street (Eastbound)	
Station	Elevation
85+89.73	956.88 VPI
86+75.00	958.59 VPC
88+75.00	961.09 VPT
90+75.00	962.09 VPC
93+75.00	960.59 VPT
96+00.00	957.21 VPC
99+00.00	954.21 VPT
104+85.00	951.29 VPI

From the westbound beginning station (Station 89+49.25) to Station 104+85.00 street grades along the westbound PGL are hereby established as follows:

NE 36th Street (Westbound)	
Station	Elevation
89+49.25	962.52 VPI
90+00.00	962.87 VPC
91+50.00	962.84 VPT
92+00.00	962.46 VPC
94+00.00	960.21 VPT
96+00.00	957.21 VPC
99+00.00	954.21 VPT
104+85.00	951.29 VPI

From Station 104+85.00 to the intersection of NE Four Mile Drive (Station 105+42.77) street grades along the NE 36th Street centerline are hereby established as follows:

NE 36th Street	
Station	Elevation
104+85.00	951.63 VPI
105+42.77	951.34 VPI

From the intersection of NE Four Mile Drive (Station 105+42.77) to Station 110+00.00 street grades along the NE 36th Street (NE 110th Avenue) centerline are hereby established as follows:

NE 36th Street (NE 110th Avenue)	
Station	Elevation
104+85.00	951.63 VPI
105+42.77	951.34 VPI
107+00.00	949.76 VPC
108+50.00	949.27 VPT
110+00.00	949.79 VPI

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk, City of Ankeny

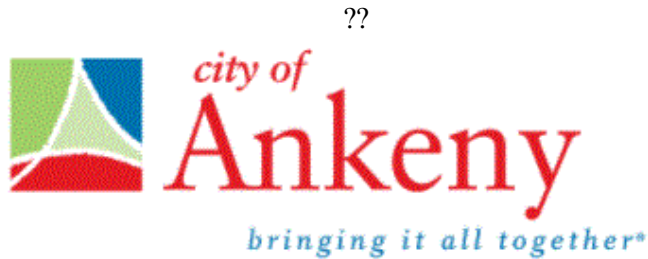
PUBLISHED IN THE DES MOINES REGISTER ON

THE _____ DAY OF _____, 2022.

1st Con 03/21/2022

2nd Con _____

3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2107: An Ordinance establishing street grade elevations along a portion of NE Four Mile Drive.

EXECUTIVE SUMMARY:
The action before the council is the passage of a street grade ordinance. This grade ordinance is required as a part of the proposed NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive per Section 384.39: Improvements Brought to Grade, of the Iowa Code.

FISCAL IMPACT: ??No

CITY MANAGER'S RECOMMENDATIONS:
Approve first consideration of Ordinance 2107, an Ordinance establishing street grade elevations along a portion of NE Four Mile Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2107.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2107

ORDINANCE NO. XXXX

AN ORDINANCE ESTABLISHING STREET GRADE ELEVATIONS ALONG A PORTION OF NE FOUR MILE DRIVE

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

Section 1. That the following provisions are applicable to the street grade elevations established in this ordinance:

- a. Datum Plane: All grades are established and described in feet and decimals of feet with respect to a horizontal plane known as the datum plane.
- b. Benchmark: Railroad spike in the power pole located near the northwest quadrant of the intersection of NE 36th Street / NE Four Mile Drive. Pole is located approximately 37 feet west of the NE Four Mile Drive centerline and approximately 39 feet north of NE 36th Street centerline. Elevation = 948.24
- c. Grades: The intermediate elevations between the grade points as established shall be straight lines except at the intersection of grade lines where vertical curves shall be used.
- d. Street Grades: Street grade elevations for NE Four Mile Drive shall be along the profile grade line (PGL) at the centerline of the street unless specifically established otherwise.
- e. Street Stationing: The stationing for NE Four Mile Drive shall commence approximately 400 feet south of the centerline intersection of NE Four Mile Drive / NE 36th Street. The beginning station shall be 11+34.82 and continue north to the intersection of NE 36th Street (Station 15+33.86) and continue north approximately 565 feet (Station 21+00.00).

Section 2. Street grades are hereby established as follows:

NE Four Mile Drive	
Station	Elevation
11+34.82	948.23 VPI
12+25.00	948.43 VPC
13+75.00	949.47 VPT
15+33.86	951.34 VPI
18+10.00	949.75 VPC
19+70.00	949.62 VPT
21+00.00	950.16 VPI

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk, City of Ankeny

PUBLISHED IN THE DES MOINES REGISTER ON

1st Con 03/21/2022

THE _____ DAY OF _____, 2022.

2nd Con _____

3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed 2022 CIPP Lining Project (PH 2022-28)

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??Yes

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$635,998.00; 2) receive and file report of bids received March 15, 2022; 3) adopt **RESOLUTION** making award of construction contract with Hydro-Klean, LLC in the amount of \$684,132.40; and 4) adopt **RESOLUTION** approving contract and bonds with Hydro-Klean, LLC in the amount of \$684,132.40.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 CIPP LINING PROJECT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 CIPP LINING PROJECT

WHEREAS, on the **21st** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 CIPP Lining Project; and

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

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

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

City of Ankeny
Municipal Utilities Department
2022 - Cured In Place Pipe Slip Lining Project
BID TABULATION
March 15, 2022

			Engineer's Estimate			Insituform Technologies USA, LLC			Sak-Con		
No.	Item Description	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total
4.01	8" CIPP Lining	LF	24,275	\$24.00	\$582,600.00	24,275	\$29.20	\$708,830.00	24,275	\$28.00	\$679,700.00
4.02	10" CIPP Lining	LF	457	\$39.00	\$17,823.00	457	\$36.50	\$16,680.50	457	\$30.00	\$13,710.00
4.03	Building Sanitary Sewer Service Reconnection	EA	465	\$55.00	\$25,575.00	465	\$82.90	\$38,548.50	465	\$60.00	\$27,900.00
8.01	Traffic Control	LS	1	\$10,000.00	\$10,000.00	1	\$31,986.70	\$31,986.70	1	\$7,600.00	\$7,600.00
Total Bid =			\$635,998.00			\$796,045.70			\$728,910.00		
			Municipal Pipe Tool			Hydro-Klean, LLC			Visu-Sewer		
No.	Item Description	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total			
4.01	8" CIPP Lining	LF	24,275	\$26.50	\$643,287.50	24,275	\$26.44	\$641,831.00	24,275	\$27.35	\$663,921.25
4.02	10" CIPP Lining	LF	457	\$32.50	\$14,852.50	457	\$30.20	\$13,801.40	457	\$44.50	\$20,336.50
4.03	Building Sanitary Sewer Service Reconnection	EA	465	\$75.00	\$34,875.00	465	\$50.00	\$23,250.00	465	\$75.00	\$34,875.00
8.01	Traffic Control	LS	1	\$5,000.00	\$5,000.00	1	\$5,250.00	\$5,250.00	1	\$5,000.00	\$5,000.00
Total Bid =			\$698,015.00			\$684,132.40			\$724,132.75		



BID LETTING

10:30 A.M.

MARCH 15, 2022

2022 CIPP LINING PROJECT

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 CIPP Lining Project project in accordance with the Plans and Specifications prepared by Municipal Utilities (Mark Valmore).

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$635,998.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Institutorm Technologies 17988 Edison Ave Chesterfield, MO 630005	\$796,045 ⁷⁰	
* 2) ✓	Hydro-Klean LLC 333 NW 49 th Place Des Moines IA 50313	\$684,132 ⁴⁰	
3) ✓	Visu-Sewer Inc W230 N4855 Better Dr Pewaukee, WI 53072	\$724,132 ⁷⁵	
4) ✓	Municipal Pipe Tool 515 5 th St Hudson IA 50643	\$698,015 ⁰⁰	
5) ✓	Sak Pipeline Infrastructure 864 Hoff Road O'Fallon, MO 63366	\$701,475 ⁰⁰	
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 21, 2022 at 5:30 P.M.

ATTEST:


Denise L. Hoy, City Clerk


Don Clark, Municipal Utilities Director

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 CIPP LINING PROJECT", and moved:

- ☐ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 CIPP LINING PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 CIPP Lining Project, described in the plans and specifications heretofore adopted by this Council on March 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Hydro-Klean, LLC of Des Moines, Iowa

Amount of bid: \$684,132.40

Portion of project: All construction work

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 CIPP LINING PROJECT", 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 2022 CIPP LINING PROJECT

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 2022 CIPP Lining Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Records Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Hydro-Klean, LLC of Des Moines, Iowa

Amount of bid: \$684,132.40

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **21st** day of **March**, 2022.

Mayor

ATTEST:

Records Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 16th day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Hydro-Klean, LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

2022 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) slip lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Six Hundred Eighty Four Thousand One Hundred Thirty Two Dollars and Forty Cents **DOLLARS** (\$ 684,132.40), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the project no later than **December 31, 2022**. Fully complete shall be defined as all pipe lining construction completed, punch list items resolved, 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 completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)

ATTEST:

CONTRACTOR:

Hydro-Klean, LLC

Contractor

By: _____

Signature

Contracts Manager - Jill Lomp

Title

333 NW 49th Place

Street Address

Des Moines, IA 50313

City, State, Zip Code

515-283-0500

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1144 - 11 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

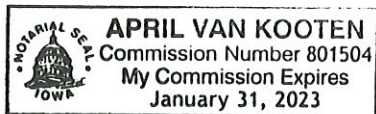
NOTE:

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

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 16th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jill Lomp and Wade Anderson, to me known, who, being by me duly sworn, did say that they are the Contracts Manager, and President, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jill Lomp and Wade Anderson acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



April Van Kooten
Notary Public in and for the State of Iowa
My commission expires January 31, 2023

PARTNERSHIP ACKNOWLEDGEMENT

State of)
) SS
 County)

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

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

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
4.01	8" CIPP Lining	LF	24,275	\$26.44	\$ 641,831.00
4.02	10" CIPP Lining	LF	457	\$30.20	\$ 13,801.40
4.03	Building Sanitary Service Reconnection	LF	465	\$50.00	\$23,250.00
	TRAFFIC				
8.01	Traffic Control	LS	1	\$ 5,250.00	\$ 5,250.00

TOTAL CONTRACT AMOUNT =**\$ 684,132.40**

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Hydro-Klean, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Atlantic Specialty Insurance Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Six Hundred Eighty Four Thousand One Hundred Thirty Two and 40/100 DOLLARS (\$ 684,132.40), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 16th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) slip lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 16th day of March, 2022.

Surety Countersigned By:

N/A

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Hydro-Klean, LLC

Contractor

By: [Signature]

Signature

Contracts Manager

Title

SURETY:

Atlantic Specialty Insurance Company

Surety Company

By: [Signature]

Signature Attorney-in-Fact Officer

Dione R. Young, Attorney-in-Fact & IA Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jay D. Freiermuth, Anne Crowner, Brian M. Deimerly, Seth D. Rooker, Cindy Bennett, Dione R. Young, Stacy Venn, Craig E. Hansen, Tim McCulloh, Ginger Hoke, Stacie Christensen**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

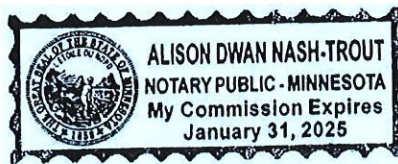
STATE OF MINNESOTA
HENNEPIN COUNTY

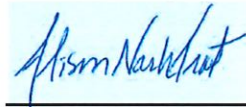


By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of March, 2022.

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary



CERTIFICATE OF LIABILITY INSURANCE

7/1/2022

DATE (MM/DD/YYYY)

3/16/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1440277 HYDRO-KLEAN, LLC 333 NW 49TH PLACE DES MOINES IA 50313	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : American Guarantee and Liab. Ins. Co.		26247
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES * **CERTIFICATE NUMBER:** 18351016 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	N	GLO5186859	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	BAP5186861	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	AUC5649390	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 5186860	7/1/2021	7/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THET CITY OF ANKENY IS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE AS REQUIRED BY WRITTEN CONTRACT AND PER THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

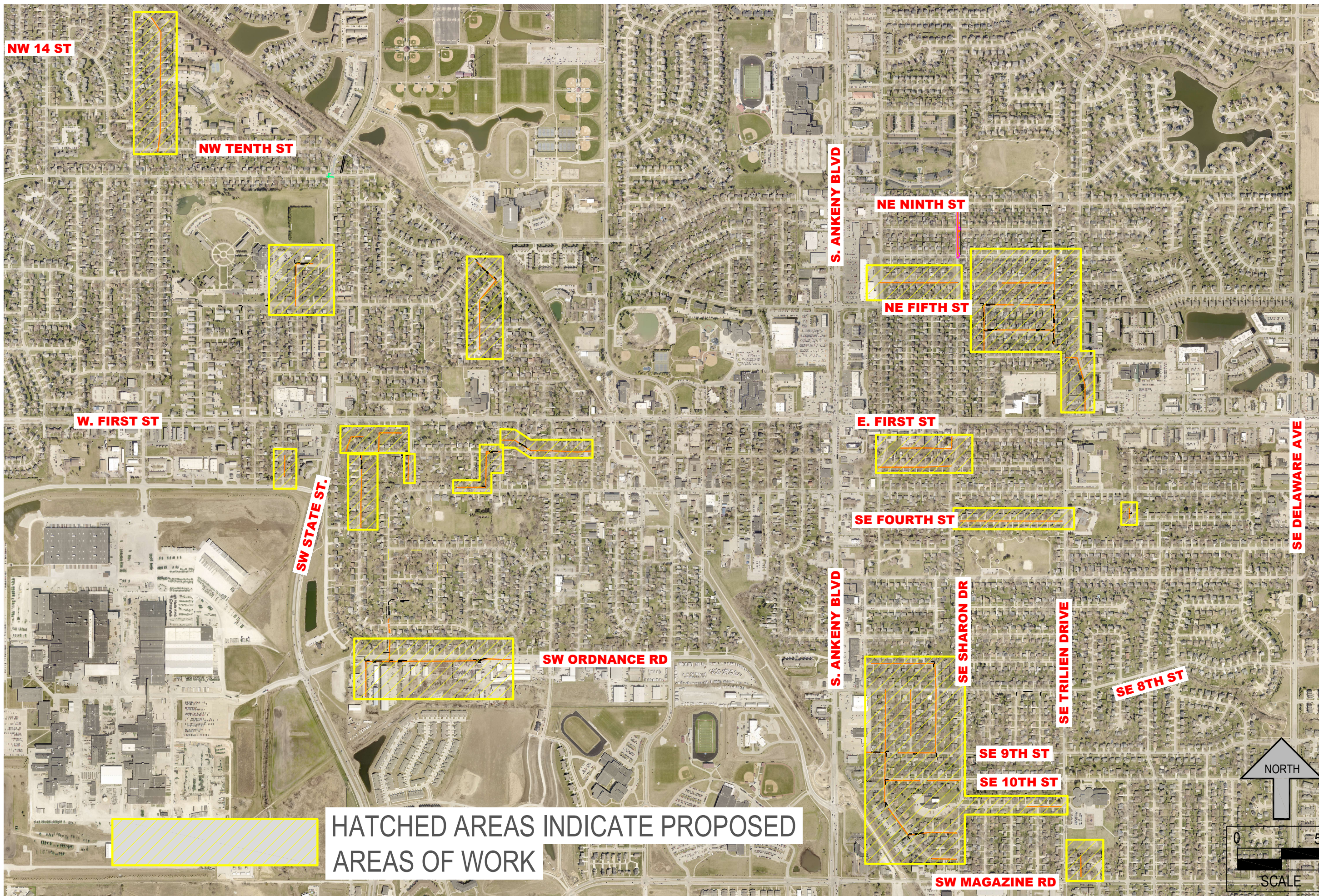
18351016
CITY OF ANKENY
1210 NW PRAIRIE RIDGE DR
ANKENY IA 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022

5 : 30 PM

Gary Lorenz, Mayor

Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

 Print

?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

City Clerk

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2022 PCC Street Patching Program (PH 2022-29)

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??Yes

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$798,210.00; 2) receive and file report of bids received March 15, 2022; 3) adopt RESOLUTION making award of construction contract with Iowa Civil Contracting, Inc. in the amount of \$990,232.52; and 4) adopt RESOLUTION approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of \$990,232.52.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC STREET PATCHING PROGRAM", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC STREET PATCHING PROGRAM

WHEREAS, on the **21st** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 PCC Street Patching Program; and

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

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

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Bid Tabulation												
2022 PCC Street Patching Program												
				March 15, 2022								
				Engineer's Estimate			Iowa Civil Contracting, Inc.			Hawkeye Paving Corp.		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK										
2.01	2010-F	Below Grade Excavation (Core Out)	CY	100	\$30.00	\$3,000.00	100	\$89.74	\$8,974.00	100	\$50.00	\$5,000.00
		STRUCTURES FOR SANITARY AND STORM SEWERS										
6.01	6010-E	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	2	\$2,000.00	\$4,000.00	2	\$3,500.00	\$7,000.00	2	\$4,500.00	\$9,000.00
6.02	6010-E	Manhole Adjustment, Storm, Minor, SELFLEVEL® Casting	EA	1	\$2,000.00	\$2,000.00	1	\$3,500.00	\$3,500.00	1	\$3,000.00	\$3,000.00
6.03	6010-E	Intake Adjustment, Minor	EA	21	\$1,250.00	\$26,250.00	21	\$2,500.00	\$52,500.00	21	\$2,000.00	\$42,000.00
		STREETS AND RELATED WORK										
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	2,176	\$70.00	\$152,320.00	2,176	\$102.86	\$223,823.36	2,176	\$82.00	\$178,432.00
7.02	7030-A	Removal of Sidewalk	SY	70	\$30.00	\$2,100.00	70	\$20.00	\$1,400.00	70	\$20.00	\$1,400.00
7.03	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	14	\$65.00	\$910.00	14	\$100.00	\$1,400.00	14	\$200.00	\$2,800.00
7.04	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	28	\$75.00	\$2,100.00	28	\$120.00	\$3,360.00	28	\$200.00	\$5,600.00
7.05	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	28	\$85.00	\$2,380.00	28	\$125.00	\$3,500.00	28	\$200.00	\$5,600.00
7.06	7030-G	Detectable Warnings, Galvanized Steel	SF	32	\$60.00	\$1,920.00	32	\$65.00	\$2,080.00	32	\$80.00	\$2,560.00
7.07	7040-A	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	232	\$115.00	\$26,680.00	232	\$125.00	\$29,000.00	232	\$215.00	\$49,880.00
7.08	7040-A	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	407	\$125.00	\$50,875.00	407	\$130.32	\$53,040.24	407	\$140.00	\$56,980.00
7.09	7040-A	Full Depth Patches, PCC, Class C-SUD, 9" Thick, NIGHT WORK	SY	1,448	\$150.00	\$217,200.00	1,448	\$213.46	\$309,090.08	1,448	\$235.00	\$340,280.00
7.10	7040-A	Full Depth Patches, PCC, Class M (5 Hour), 9" Thick	SY	711	\$200.00	\$142,200.00	711	\$232.48	\$165,293.28	711	\$255.00	\$181,305.00
7.11	7040-H	Removal of Pavement	SY	2,176	\$12.50	\$27,200.00	2,176	\$16.06	\$34,946.56	2,176	\$10.00	\$21,760.00
		TRAFFIC CONTROL										
8.01	8020-C	Painted Pavement Markings, Durable	STA	8.0	\$500.00	\$4,000.00	8.0	\$330.00	\$2,640.00	8.0	\$500.00	\$4,000.00
8.02	8020-G	Painted Symbols and Legends, Durable	EA	1	\$150.00	\$150.00	1	\$305.00	\$305.00	1	\$300.00	\$300.00
8.03	8020-M	Grooves Cut for Pavement Markings	STA	8.0	\$350.00	\$2,800.00	8.0	\$330.00	\$2,640.00	8.0	\$500.00	\$4,000.00
8.04	8020-N	Grooves Cut for Symbols and Legends	EA	1	\$125.00	\$125.00	1	\$305.00	\$305.00	1	\$200.00	\$200.00
8.05	8030-A	Temporary Traffic Control	LS	1	\$50,000.00	\$50,000.00	1	\$40,000.00	\$40,000.00	1	\$20,000.00	\$20,000.00
8.06	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$150.00	\$3,000.00	20	\$138.00	\$2,760.00	20	\$100.00	\$2,000.00
		SITE WORK AND LANDSCAPING										
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.2	\$5,000.00	\$1,000.00	0.2	\$7,875.00	\$1,575.00	0.2	\$3,000.00	\$600.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.2	\$10,000.00	\$2,000.00	0.2	\$10,500.00	\$2,100.00	0.2	\$4,000.00	\$800.00
		MISCELLANEOUS										
11.01	11,020-A	Mobilization	LS	1	\$60,000.00	\$60,000.00	1	\$34,000.00	\$34,000.00	1	\$52,000.00	\$52,000.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	\$3,000.00	\$3,000.00	1	\$1,000.00	\$1,000.00	1	\$500.00	\$500.00
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	\$5,000.00	\$5,000.00	1	\$2,000.00	\$2,000.00	1	\$500.00	\$500.00
11.04	11,050-A	Concrete Washout	LS	1	\$6,000.00	\$6,000.00	1	\$2,000.00	\$2,000.00	1	\$1,000.00	\$1,000.00
TOTAL AMOUNT BID =				\$798,210.00			\$990,232.52			\$991,497.00		



BID LETTING

10:30 A.M.

MARCH 15, 2022

2022 PCC STREET PATCHING PROGRAM

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 PCC Street Patching Program in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost \$798,210.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Hawkeye Paving Corp 801 42nd St South Bettendorf IA 52722	\$997,497 ⁰⁰	
* 2) ✓	Iowa Civil Contracting PO Box Q Victor, IA 52347	\$990,232 ⁵⁰	
3) _____	_____	_____	_____
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 21, 2022 at 5:30 P.M.

ATTEST:


Denise L. Hoy, City Clerk


Mark Mueller, Public Works Director

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC STREET PATCHING PROGRAM", and moved:

- ☐ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC STREET PATCHING PROGRAM

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 PCC Street Patching Program, described in the plans and specifications heretofore adopted by this Council on March 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Iowa Civil Contracting of Victor, Iowa

Amount of bid: \$990,232.50

Portion of project: All construction work

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC STREET PATCHING PROGRAM", 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 2022 PCC STREET PATCHING PROGRAM

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 2022 PCC Street Patching Program, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Records Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Iowa Civil Contracting of Victor, Iowa

Amount of bid: \$990,232.50

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **21st** day of **March**, 2022.

Mayor

ATTEST:

Records Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Iowa Civil Contracting, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

2022 PCC STREET PATCHING PROGRAM

The 2022 PCC Street Patching Program includes the full depth removal and replacement of PCC street pavement at five (5) separate locations, generally located on:

- **SE Delaware Avenue (southbound lanes) between SE Oralabor Road and SE Magazine Road**
- **SE Michael Drive between SE Chaparal Drive and SE Magazine Road and SE Chaparal Drive between SE Michael Drive and SE Hayes Drive**
- **SE Uehlar Drive at SE Delaware Avenue**
- **West 1st Street between NW Weigel Drive and NW Irvinedale Drive**
- **NW 9th Street at North Ankeny Boulevard**

The improvements include approximately 700 SY of 9" thick PCC Class M street pavement, 1,825 SY of 9" thick PCC Class C-SUD street pavement, 250 SY of 8" thick PCC Class C-SUD street pavement, and 2,175 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk removal and replacement, minor adjustments to storm sewer and sanitary sewer structures, temporary traffic control, permanent pavement markings, mobilization, and other miscellaneous associated work necessary to complete the project.

A truss screed shall be used on all patches greater than three panels in length. No exceptions will be allowed.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Nine Hundred Ninety Thousand, Two Hundred Thirty-Two and 52/100 DOLLARS (\$990,232.52), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as

described in the Notice to Bidders and Notice of Public Hearing as noted below:

The project shall include nighttime operations on SE Delaware Avenue. Work on SE Delaware Avenue shall be restricted to nighttime operations between the hours of 9:00 P.M. Sunday and 7:00 A.M. Friday. No work will be allowed on Friday and Saturday nights. For the purpose of this project, a working day will be charged at the SE Delaware Avenue location when the Contractor works at least six (6) hours between 9:00 P.M. on a day to 7:00 A.M. on the following day.

The Contractor shall substantially complete each of the five (5) separate locations within a specified number of working days for each location as noted:

- SE Delaware Avenue – thirty-five (35) working days
- SE Michael Drive and SE Chaparral Drive – thirty (30) working days
- SE Uehlamar Drive – ten (10) working days
- West 1st Street – ten (10) working days
- NW 9th Street – five (5) working days

Substantial completion for each location shall be defined as all utility, grading, and pavement construction completed, with the new street and sidewalk pavement fully open to traffic. Should the Contractor fail to substantially complete the work at each location within these timeframes, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work at each location not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project no later than **September 16, 2022**. Full completion for the overall project shall be defined as all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

CONTRACTOR:

Iowa Civil Contracting, Inc.

Contractor

By:



Signature

Vice President

Title

1106 3rd St, PO Box Q

Street Address

Victor, IA 52347

City, State, Zip Code

319-647-3561

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

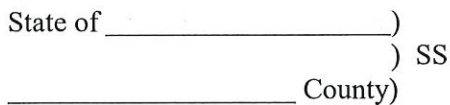
1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 6 0 - 9 3 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

State of Iowa)
) SS
Poweshiek County)

Notary Public in and for the State of Iowa
My commission expires 02/04, 20 24



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



INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Below Grade Excavation (Core Out)	CY	100	\$89.74	\$8,974.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	2	\$3,500.00	\$7,000.00
6.02	Manhole Adjustment, Storm, Minor, SELFLEVEL® Casting	EA	1	\$3,500.00	\$3,500.00
6.03	Intake Adjustment, Minor	EA	21	\$2,500.00	\$52,500.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	2,176	\$102.86	\$223,823.36
7.02	Removal of Sidewalk	SY	70	\$20.00	\$1,400.00
7.03	Sidewalk, PCC, Class C, 4" Thick	SY	14	\$100.00	\$1,400.00
7.04	Sidewalk, PCC, Class C, 5" Thick	SY	28	\$120.00	\$3,360.00
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	28	\$125.00	\$3,500.00
7.06	Detectable Warnings, Galvanized Steel	SF	32	\$65.00	\$2,080.00
7.07	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	232	\$125.00	\$29,000.00
7.08	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	407	\$130.32	\$53,040.24
7.09	Full Depth Patches, PCC, Class C-SUD, 9" Thick, NIGHT WORK	SY	1,448	\$213.46	\$309,090.08
7.10	Full Depth Patches, PCC, Class M (5 Hour), 9" Thick	SY	711	\$232.48	\$165,293.28
7.11	Removal of Pavement	SY	2,176	\$16.06	\$34,946.56
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Durable	STA	8.0	\$330.00	\$2,640.00
8.02	Painted Symbols and Legends, Durable	EA	1	\$305.00	\$305.00
8.03	Grooves Cut for Pavement Markings	STA	8.0	\$330.00	\$2,640.00
8.04	Grooves Cut for Symbols and Legends	EA	1	\$305.00	\$305.00
8.05	Temporary Traffic Control	LS	1	\$40,000.00	\$40,000.00

8.06	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$138.00	\$2,760.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.2	\$7,875.00	\$1,575.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.2	\$10,500.00	\$2,100.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$34,000.00	\$34,000.00
11.02	Maintenance of Postal Service	LS	1	\$1,000.00	\$1,000.00
11.03	Maintenance of Solid Waste Collection	LS	1	\$2,000.00	\$2,000.00
11.04	Concrete Washout	LS	1	\$2,000.00	\$2,000.00

TOTAL CONTRACT AMOUNT =

\$990,232.52

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Iowa Civil Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Nine Hundred Ninety Thousand, Two Hundred Thirty-Two and 52/100 DOLLARS (\$990,232.52), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 PCC STREET PATCHING PROGRAM

The 2022 PCC Street Patching Program includes the full depth removal and replacement of PCC street pavement at five (5) separate locations, generally located on:

- SE Delaware Avenue (southbound lanes) between SE Oralabor Road and SE Magazine Road
- SE Michael Drive between SE Chaparal Drive and SE Magazine Road and SE Chaparal Drive between SE Michael Drive and SE Hayes Drive
- SE Uehlar Drive at SE Delaware Avenue
- West 1st Street between NW Weigel Drive and NW Irvinedale Drive
- NW 9th Street at North Ankeny Boulevard

The improvements include approximately 700 SY of 9" thick PCC Class M street pavement, 1,825 SY of 9" thick PCC Class C-SUD street pavement, 250 SY of 8" thick PCC Class C-SUD street pavement, and 2,175 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk removal and replacement, minor adjustments to storm sewer and sanitary sewer structures, temporary traffic control, permanent pavement markings, mobilization, and other miscellaneous associated work necessary to complete the project.

A truss screed shall be used on all patches greater than three panels in length. No exceptions will be allowed.

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

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

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

suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 21st day of March, 20 22.

Surety Countersigned By:

Not Required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Iowa Civil Contracting Inc.

Contractor

By: Mark Rhoades

Signature

Vice President

Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By: Stacy Venn

Signature Attorney-in-Fact Officer/Iowa Resident Agent

Stacy Venn

Printed Name of Attorney-in-Fact Officer/Iowa Resident Agent

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Joe Tiernan; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of February, 2022.

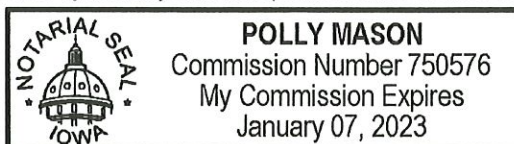


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of February, 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 21st day of March, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: Sandy VanOsten	
	PHONE (A/C, No, Ext): 515-309-6200	FAX (A/C, No): 515-309-6225
	E-MAIL ADDRESS: sandy_vanosten@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: BITCO General Insurance Corporation	
	INSURER B: BITCO National Insurance Company	
INSURED Iowa Civil Contracting Inc P. O. Box Q Victor, IA 52347	NAIC #	
	INSURER C: Scottsdale Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 64176715**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		CLP3705389	5/1/2021	5/1/2022	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 ☒ Comp Ded\$100 ☒ Coll Ded\$100			CAP3705391	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			XLS0119309	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3705390	5/1/2021	5/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equip			CLP3705389	5/1/2021	5/1/2022	Limit:\$150,000 Ded-5%,\$2,000 Min

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2022 PCC Street Patching Program. City of Ankeny is named as additional insured on the General Liability policy per endorsement #GL3086, edition 09/11.

CERTIFICATE HOLDER**CANCELLATION**City of Ankeny's Public Services Building
1210 NW Prairie Ridge Drive,
Ankeny IA 50023

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRANSPORTATION CONTRACTORS EXTENDED
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an ☒ in the box next to the caption of such provision.

- | | |
|--|---|
| A. ☒ Partnership and Joint Venture Extension | N. ☒ Construction Project General Aggregate Limits |
| B. ☒ Contractors Automatic Additional Insured Coverage – Ongoing Operations | O. ☒ Fellow Employee Coverage |
| C. ☒ Automatic Waiver of Subrogation | P. ☒ Property Damage Liability - Elevators |
| D. ☒ Extended Notice of Cancellation, Nonrenewal | Q. ☒ Property Damage to the Named Insured's Work |
| E. ☒ Unintentional Failure to Disclose Hazards | R. ☒ Care, Custody or Control |
| F. ☒ Broadened Mobile Equipment | S. ☒ Electronic Data Liability Coverage |
| G. ☒ Personal and Advertising Injury - Contractual Coverage | T. ☒ Consolidated Insurance Program Residual Liability Coverage |
| H. ☒ Nonemployment Discrimination | U. ☒ Automatic Additional Insureds – Managers or Lessors of Premises |
| I. ☒ Liquor Liability | V. ☒ Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| J. ☒ Broadened Conditions | W. ☒ Contractors Automatic Additional Insured Coverage – Completed Operations |
| K. ☒ Automatic Additional Insureds – Equipment Leases | X. ☒ Additional Insured – Engineers, Architects or Surveyors |
| L. ☒ Suits Against Dredges and Barges | |
| M. ☒ Insured Contract Extension - Railroad Property and Construction Contracts | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED**:

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A**, is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

- a.** You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
 - (1)** How, when and where the "occurrence" or offense took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b.** If a claim is made or "suit" is brought against any insured, you must:
 - (1)** Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
 - (2)** Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- 2.e.** If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a.**, **2.b.**, and **2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by

your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE**.

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Construction Project General Aggregate Limit.

- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

- 1. **Exclusions 2.j.(3) and 2.j.(4)** of **SECTION I, COVERAGE A**, do not apply to the use of elevators.
- 2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion I of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

I. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

R. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

S. ELECTRONIC DATA LIABILITY COVERAGE

1. **Exclusion 2.p. Electronic Data** of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to **SECTION V – DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

U. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. AUTOMATIC ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

W. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

X. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

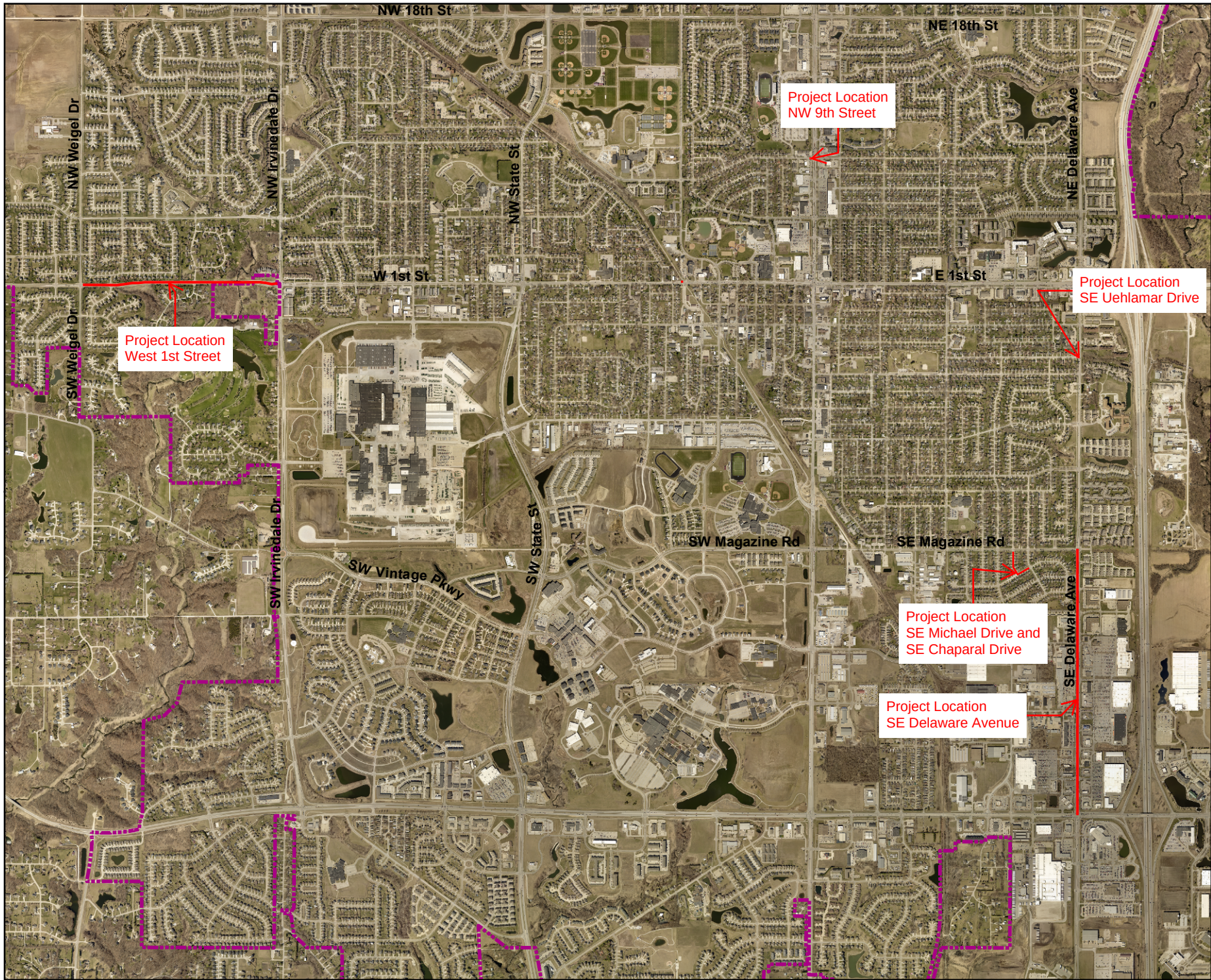
This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.



2022 PCC Street Patching Program
Map is for Locational Purposes Only.



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed 2022 PCC Reconstruction Program - NW 5th Street (PH 2022-30)

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??Yes

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$660,997.50; 2) receive and file report of bids received March 15, 2022; 3) adopt RESOLUTION making award of construction contract with Absolute Concrete in the amount of \$669,421.50; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete in the amount of \$669,421.50.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET

WHEREAS, on the **21st** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 PCC Reconstruction Program - NW 5th Street; and

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

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

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Bid Tabulation																		
2022 PCC Reconstruction Program - NW 5th Street																		
NW 5th Street from just east of NW Greenwood Street to just west of NW Applewood Street																		
March 15, 2022																		
Item No.	SUDAS No.	Item	Unit	Engineer's Estimate			Absolute Concrete Construction			Halbrook Excavating			Hawkeye Paving Corporation			Total	Unit Price	Total Price
				Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price			
		EARTHWORK																
2.01	2010-D-2	Topsoil, Compost-amended	CY	240	\$75.00	\$18,000.00	240	\$67.00	\$16,080.00	240	\$67.00	\$16,080.00	240	\$90.00	\$21,600.00	240		\$0.00
2.02	2010-E	Excavation, Class 10	CY	665	\$30.00	\$19,950.00	665	\$28.00	\$18,620.00	665	\$28.00	\$18,620.00	665	\$20.00	\$13,300.00	665		\$0.00
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	3,985	\$5.00	\$19,925.00	3,985	\$4.00	\$15,940.00	3985	\$4.00	\$15,940.00	3985	\$3.00	\$11,955.00	3,985		\$0.00
2.04	2010-I	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,985	\$15.00	\$59,775.00	3,985	\$15.00	\$59,775.00	3985	\$15.00	\$59,775.00	3985	\$16.00	\$63,760.00	3,985		\$0.00
2.05	2010-L	Compaction Testing	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$3,000.00	\$3,000.00	1	\$2,000.00	\$2,000.00	1		\$0.00
		SEWERS AND DRAINS																
4.01	4040-A	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,600	\$30.00	\$48,000.00	1,600	\$37.00	\$59,200.00	1600	\$37.00	\$59,200.00	1600	\$34.00	\$54,400.00	1,600		\$0.00
4.02	4040-C	Subdrain Cleanout, Type B, 24" Diameter	EA	4	\$2,000.00	\$8,000.00	4	\$1,500.00	\$6,000.00	4	\$1,500.00	\$6,000.00	4	\$2,000.00	\$8,000.00	4		\$0.00
4.03	4040-D	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	\$500.00	\$5,000.00	10	\$600.00	\$6,000.00	10	\$600.00	\$6,000.00	10	\$700.00	\$7,000.00	10		\$0.00
4.04	4040-999-A	Reconnection of Storm Sewer Services	EA	6	\$500.00	\$3,000.00	6	\$700.00	\$4,200.00	6	\$700.00	\$4,200.00	6	\$500.00	\$3,000.00	6		\$0.00
4.05	4040-999-B	Removal of Subdrain, Any Type, Any Size	LF	360	\$10.00	\$3,600.00	360	\$11.00	\$3,960.00	360	\$11.00	\$3,960.00	360	\$7.00	\$2,520.00	360		\$0.00
4.06	4040-999-C	Removal of Subdrain Cleanout	EA	4	\$250.00	\$1,000.00	4	\$475.00	\$1,900.00	4	\$475.00	\$1,900.00	4	\$200.00	\$800.00	4		\$0.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	3	\$2,000.00	\$6,000.00	3	\$1,900.00	\$5,700.00	3	\$1,900.00	\$5,700.00	3	\$3,600.00	\$10,800.00	3		\$0.00
6.02	6010-E	Manhole Adjustment, Storm, Minor, Self Level Casting	EA	2	\$2,000.00	\$4,000.00	2	\$2,000.00	\$4,000.00	2	\$2,000.00	\$4,000.00	2	\$2,600.00	\$5,200.00	2		\$0.00
6.03	6010-E	Intake Adjustment, Minor	EA	9	\$1,000.00	\$9,000.00	9	\$1,500.00	\$13,500.00	9	\$1,500.00	\$13,500.00	9	\$2,500.00	\$22,500.00	9		\$0.00
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,765	\$80.00	\$221,200.00	2,765	\$76.50	\$211,522.50	2765	\$ 82.00	\$ 226,730.00	2765	\$ 90.00	\$ 248,850.00	2,765		\$0.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	580	\$70.00	\$40,600.00	580	\$71.25	\$41,325.00	580	\$ 80.00	\$ 46,400.00	580	\$ 85.00	\$ 49,300.00	580		\$0.00
7.03	7010-999-A	Plastic Concrete Testing	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$ 5,500.00	\$ 5,500.00	1	\$ 2,000.00	\$ 2,000.00	1		\$0.00
7.04	7030-A	Removal of Sidewalk	SY	150	\$15.00	\$2,250.00	150	\$15.00	\$2,250.00	150	\$ 15.00	\$ 2,250.00	150	\$ 15.00	\$ 2,250.00	150		\$0.00
7.05	7030-A	Removal of Driveway	SY	265	\$15.00	\$3,975.00	265	\$20.00	\$5,300.00	265	\$ 15.00	\$ 3,975.00	265	\$ 15.00	\$ 3,975.00	265		\$0.00
7.06	7030-E	Sidewalk, PCC, 4" Thick	SY	100	\$60.00	\$6,000.00	100	\$96.50	\$9,650.00	100	\$ 100.00	\$ 10,000.00	100	\$ 100.00	\$ 10,000.00	100		\$0.00
7.07	7030-E	Sidewalk, PCC, 6" Thick	SY	70	\$125.00	\$8,750.00	70	\$137.00	\$9,590.00	70	\$ 140.00	\$ 9,800.00	70	\$ 125.00	\$ 8,750.00	70		\$0.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	96	\$60.00	\$5,760.00	96	\$61.50	\$5,904.00	96	\$ 65.00	\$ 6,240.00	96	\$ 70.00	\$ 6,720.00	96		\$0.00
7.09	7030-H	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	265	\$60.00	\$15,900.00	265	\$87.00	\$23,055.00	265	\$ 100.00	\$ 26,500.00	265	\$ 90.00	\$ 23,850.00	265		\$0.00
7.10	7040-H	Removal of Pavement	SY	3,345	\$12.50	\$41,812.50	3,345	\$10.00	\$33,450.00	3345	\$ 10.00	\$ 33,450.00	3345	\$ 10.00	\$ 33,450.00	3,345		\$0.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	1	\$ 7,700.00	\$ 7,700.00	1	\$ 20,000.00	\$ 20,000.00	1		\$0.00
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$150.00	\$1,500.00	10	\$150.00	\$1,500.00	10	\$ 160.00	\$ 1,600.00	10	\$ 150.00	\$ 1,500.00	10		\$0.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.5	\$2,500.00	\$1,250.00	0.5	\$3,000.00	\$1,500.00	0.5	\$ 3,400.00	\$ 1,700.00	0.5	\$ 2,500.00	\$ 1,250.00	0.5		\$0.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.5	\$1,500.00	\$750.00	0.5	\$1,000.00	\$500.00	0.5	\$ 1,100.00	\$ 550.00	0.5	\$ 500.00	\$ 250.00	0.5		\$0.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1.0	\$3,500.00	\$3,500.00	1.0	\$4,500.00	\$4,500.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,000.00	\$ 3,000.00	1.0		\$0.00
9.04	9040-T-1	Inlet Protection Device, Surface-applied	EA	10	\$250.00	\$2,500.00	10	\$500.00	\$5,000.00	10	\$ 525.00	\$ 5,250.00	10	\$ 200.00	\$ 2,000.00	10		\$0.00
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	10	\$200.00	\$2,000.00	10	\$200.00	\$2,000.00	10	\$ 225.00	\$ 2,250.00	10	\$ 100.00	\$ 1,000.00	10		\$0.00
9.06	9040-T-2	Inlet Protection Device, Maintenance	EA	20	\$50.00	\$1,000.00	20	\$50.00	\$1,000.00	20	\$ 55.00	\$ 1,100.00	20	\$ 20.00	\$ 400.00	20		\$0.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$50,000.00	\$50,000.00	1	\$55,000.00	\$55,000.00	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ 40,000.00	1		\$0.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	\$3,000.00	\$3,000.00	1	\$7,500.00	\$7,500.00	1	\$ 4,030.00	\$ 4,030.00	1	\$ 1,000.00	\$ 1,000.00	1		\$0.00
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	\$5,000.00	\$5,000.00	1	\$7,500.00	\$7,500.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 500.00	\$ 500.00	1		\$0.00
11.04	11,040-999-A	Temporary Pedestrian Ramp	EA	6	\$2,500.00	\$15,000.00	6	\$750.00	\$4,500.00	6	\$ 1,000.00	\$ 6,000.00	6	\$ 400.00	\$ 2,400.00	6		\$0.00
11.05	11,050-A	Concrete Washout, Containers	LS	1	\$4,000.00	\$4,000.00	1	\$2,000.00	\$2,000.00	1	\$ 2,100.00	\$ 2,100.00	1	\$ 500.00	\$ 500.00	1		\$0.00
TOTAL AMOUNT BID =						\$660,997.50			\$669,421.50			\$672,000.00			\$689,780.00			\$0.00



BID LETTING

10:30 A.M.

MARCH 15, 2022

2022 PCC RECONSTRUCTION PROGRAM – NW 5TH STREET

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 PCC Reconstruction Program – NW 5th Street project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost \$660,997.50

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Hawkeye Paving Corp PO Box 849 Bettendorf, IA 52722	\$689,780 ⁰⁰	
2) ✓	Halbrook Excavating 4807 SE Rio Pack Ankeny IA 50023	\$672,000 ⁰⁰	
* 3) ✓	Absolute Concrete PO Box 148 Slater IA 50244	\$669,421 ⁵⁰	
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 21, 2022 at 5:30 P.M.

ATTEST:


Denise L. Hoy, City Clerk


Mark Mueller, Public Works Director

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2022 PCC RECONSTRUCTION
PROGRAM - NW 5TH STREET

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 PCC Reconstruction Program - NW 5th Street, described in the plans and specifications heretofore adopted by this Council on March 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Absolute Concrete** of **Slater, Iowa**

Amount of bid: **\$669,421.50**

Portion of project: All construction work

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

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET", 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 APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2022 PCC RECONSTRUCTION
PROGRAM - NW 5TH STREET

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 2022 PCC Reconstruction Program - NW 5th Street, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Records Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Absolute Concrete** of **Slater, Iowa**

Amount of bid: **\$669,421.50**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Concrete Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

2022 PCC RECONSTRUCTION PROGRAM – NW 5TH STREET

The 2022 PCC Reconstruction Program – NW 5th Street project includes pavement reconstruction and minor utility improvements along NW 5th Street from just east of NW Greenwood Street to just west of NW Applewood Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,750 SY of 8" PCC Class C-SUD street pavement, along with approximately 600 SY of 7" PCC Class C-SUD intersection handwork, and 275 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Six Hundred Sixty-Nine Thousand Four Hundred Twenty-One and 50/100 DOLLARS (\$ 669,421.50), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **forty-five (45) working days**. Full completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic, and all improvements ready for final acceptance. **A mandatory six-day work week is required and working days will be charged on Saturdays.** Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)

ATTEST:

CONTRACTOR:

Absolute Concrete Construction Inc.

Contractor

By: _____

Signature

Vice President

Title

1000 W. 6th Ave.

Street Address

Slater, IA 50244

City, State, Zip Code

515-497-6140

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 8 6 0 - 6 2 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

State of Iowa)
Story) SS
County))

NOTARIAL SEAL
JOHN ELI HARTOG
Commission Number 809747
My Commission Expires
03.28.24

State of _____)
) SS
_____ County)

2022 PCC Reconstruction Program – NW 5th Street

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Compost-amended	CY	240	\$67.00	\$16,080.00
2.02	Excavation, Class 10	CY	665	\$28.00	\$18,620.00
2.03	Subgrade Preparation, 6" Depth	SY	3,985	\$4.00	\$15,940.00
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,985	\$15.00	\$59,775.00
2.05	Compaction Testing	LS	1	\$5,000.00	\$5,000.00
	SEWERS AND DRAINS				
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,600	\$37.00	\$59,200.00
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	4	\$1,500.00	\$6,000.00
4.03	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	\$600.00	\$6,000.00
4.04	Reconnection of Storm Sewer Services	EA	6	\$700.00	\$4,200.00
4.05	Removal of Subdrain, Any Type, Any Size	LF	360	\$11.00	\$3,960.00
4.06	Removal of Subdrain Cleanout	EA	4	\$475.00	\$1,900.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	3	\$1,900.00	\$5,700.00
6.02	Manhole Adjustment, Storm, Minor, Self Level Casting	EA	2	\$2,000.00	\$4,000.00
6.03	Intake Adjustment, Minor	EA	9	\$1,500.00	\$13,500.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,765	\$76.50	\$211,522.50
7.02	Pavement, PCC, Class C-SUD, 7" Thick	SY	580	\$71.25	\$41,325.00
7.03	Plastic Concrete Testing	LS	1	\$5,000.00	\$5,000.00
7.04	Removal of Sidewalk	SY	150	\$15.00	\$2,250.00
7.05	Removal of Driveway	SY	265	\$20.00	\$5,300.00

7.06	Sidewalk, PCC, 4" Thick	SY	100	\$96.50	\$9,650.00
7.07	Sidewalk, PCC, 6" Thick	SY	70	\$137.00	\$9,590.00
7.08	Detectable Warnings, Galvanized Steel	SF	96	\$61.50	\$5,904.00
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	265	\$87.00	\$23,055.00
7.10	Removal of Pavement	SY	3,345	\$10.00	\$33,450.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	\$10,000.00	\$10,000.00
8.02	Portable Dynamic Message Sign (PDMS)	CDA Y	10	\$150.00	\$1,500.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.5	\$3,000.00	\$1,500.00
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.5	\$1,000.00	\$500.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	1.0	\$4,500.00	\$4,500.00
9.04	Inlet Protection Device, Surface-applied	EA	10	\$500.00	\$5,000.00
9.05	Inlet Protection Device, Drop-in	EA	10	\$200.00	\$2,000.00
9.06	Inlet Protection Device, Maintenance	EA	20	\$50.00	\$1,000.00
	MISCELLANEOUS				
11.0 1	Mobilization	LS	1	\$55,000.00	\$55,000.00
11.0 2	Maintenance of Postal Service	LS	1	\$7,500.00	\$7,500.00
11.0 3	Maintenance of Solid Waste Collection	LS	1	\$7,500.00	\$7,500.00
11.0 4	Temporary Pedestrian Ramp	EA	6	\$750.00	\$4,500.00
11.0 5	Concrete Washout, Containers	LS	1	\$2,000.00	\$2,000.00

TOTAL CONTRACT AMOUNT =

\$669,421.50

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Six Hundred Sixty-Nine Thousand Four Hundred Twenty-One and 50/100 DOLLARS (\$ 669,421.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 PCC RECONSTRUCTION PROGRAM – NW 5TH STREET

The 2022 PCC Reconstruction Program – NW 5th Street project includes pavement reconstruction and minor utility improvements along NW 5th Street from just east of NW Greenwood Street to just west of NW Applewood Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,750 SY of 8" PCC Class C-SUD street pavement, along with approximately 600 SY of 7" PCC Class C-SUD intersection handwork, and 275 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 21st day of March, 20 22.

Surety Countersigned By:

Abigail R. Mohr
Signature of Agent

Abigail R. Mohr

Printed Name of Agent

Arthur J. Gallagher Risk Management

Company Name

4200 Corporate Drive, Suite 160

Company Address

West Des Moines, IA 50266

City, State, Zip Code

515-309-6200

Company Telephone Number

PRINCIPAL:

Absolute Concrete Construction, Inc.

Contractor

By: [Signature]

Signature

Vice President

Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By: Abigail R. Mohr

Signature Attorney-in-Fact Officer

Abigail R. Mohr

Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.

Company Name

P. O. Box 14498

Company Address

Des Moines, IA 50306

City, State, Zip Code

515-243-8171

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R Mohr; Kent M Rosenberg; Laura Peiffer; Mat DeGroot; Matthew R Fay; Michael L McCoy; Sandy VanOsten

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2021.



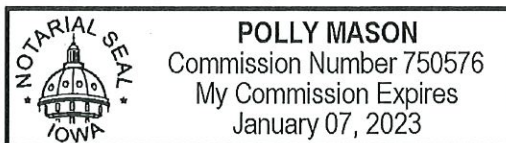
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of April, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of March, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: JoLynda Hayes	
	PHONE (A/C, No, Ext): 515-309-6207 FAX (A/C, No): 515-457-8964	
	E-MAIL ADDRESS: JoLynda_Hayes@ajg.com	
INSURED Absolute Concrete Construction, Inc. PO Box 148 Slater, IA 50244	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: BITCO General Insurance Corporation	20095
	INSURER B: Ironshore Specialty Insurance Co	25445
	INSURER C: Cincinnati Casualty Company	28665
	INSURER D: BITCO National Insurance Company	20109
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 131249222

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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CLP3705237	5/3/2021	5/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CAP3705235	5/3/2021	5/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CUP2819166	5/3/2021	5/3/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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/A	WC3705238	5/3/2021	5/3/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D C B	Leased/Rented Equip Excess Umbrella Pollution Liability			CLP3705237 EXS0534746 ICELLUW00107934	5/3/2021 5/3/2021 5/3/2021	5/3/2022 5/3/2022 5/3/2022	Ded \$1,000 Limit Limit/Agg:\$1M/\$2M \$1,000,000 \$8,000,000 Retention \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET PROJECT

The City of Ankeny is an additional insured on a primary and non contributory basis when required by written contract on the General Liability and Auto Liability policies. There is a Waiver of Subrogation in favor of The City of Ankeny when required by written contract on the General Liability, Auto Liability and Workers Compensation policies.

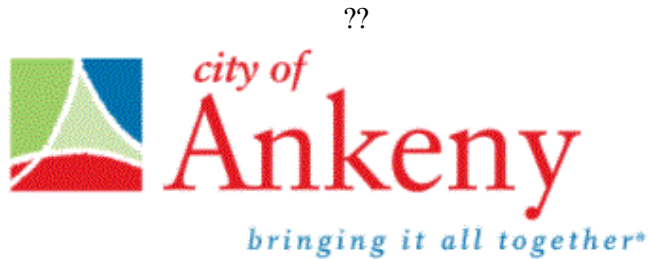
CERTIFICATE HOLDER

CANCELLATION

City of Ankeny 410 W 1st St Ankeny IA 50023	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive (PH 2022-31)
Special Assessment Project

EXECUTIVE SUMMARY:
The action before the City Council is to hold a public hearing to allow affected property owners the opportunity to present their views regarding the proposed Resolution of Necessity for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive. Further action includes consideration of a resolution adopting the Resolution of Necessity for the special assessments and consideration of a resolution directing preparation of detailed plans and specifications, form of contract and notice to bidders.

The limits of the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive begin just east of Interstate 35 and proceed east approximately 2,600 feet to east of the NE Four Mile Drive

intersection. The project includes approximately 1,000 feet of improvements on NE Four Mile Drive. The reconstruction project will include the expansion of the 2-lane rural roadway to a 4-lane, divided urban roadway for NE 36th Street. Construction work includes roadway grading, subgrade treatment/preparation, modified subbase, storm sewer, longitudinal subdrain, a sanitary sewer crossing, a water main crossing, four-lane Portland Cement Concrete (PCC) paving with median, curb and gutter, sidewalk, erosion control, seeding, street lighting, and access improvements.

A portion of the project will be funded through special assessments. The assessable roadway improvement items include excavation, PCC street pavement, modified subbase, subgrade preparation, longitudinal subdrains, sidewalks, erosion control, seeding, street lighting and pavement markings.

All (100%) of the assessable improvement costs from the beginning of the project to the proposed NE Spectrum Drive will be assessed to the properties with frontage on NE 36th Street because the improvements are needed to support the traffic capacity, safety, and operational needs of an approved commercial development project in that area. From the proposed NE Spectrum Drive to the west edge of NE Four Mile Drive, one-half (50%) of the assessable improvement costs will be assessed to the properties with frontage on NE 36th Street because some of the improvements are intended to accommodate future traffic needs associated with future development in the area. One-quarter (25%) of the assessable improvement costs on NE Four Mile Drive will be assessed to the properties with frontage on NE 36th Street because the improvements to this roadway provide only a partial benefit to the properties within the assessment district boundary. The improvement costs on County NE 110th Avenue (NE 36th Street), east of NE Four Mile Drive, are not included in the assessable portion of the project.

The methodology used for this special assessment project is the same methodology used on the City's 2021 NW 18th Street Extension, 2019 SE Creekview Drive Roadway Improvements, and 2014 NW 36th Street Improvements Projects.

The project under consideration has the following proposed schedule:

1. Public Hearing on Resolution of Necessity, 5:30 p.m.: March 21, 2022

at Ankeny Kirkendall Public Library in Council Chambers

2. Project Letting: April 12, 2022

3. Construction Contract Award: April 18, 2022

4. Construction: Spring to Fall 2022

FISCAL IMPACT: ??No

The NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive is included in the City's current CIP with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following actions:

1. Adopt Resolution with respect to the adoption of the Resolution of Necessity proposed for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.
2. Adopt Resolution directing preparation of detailed plans, specifications, form of contract and notice to bidders for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 21, 2022: The City Council authorized setting the date for the Public Hearing on the Resolution of Necessity as March 21, 2022.

PUBLIC OUTREACH EFFORTS:

Since the fall of 2021, City staff has coordinated with affected property owners on several occasions to answer questions about the proposed project and special assessments.

On February 28, 2022, the Notice to Property Owners regarding the Public Hearing on the Resolution of Necessity and the preliminary assessment information for applicable parcel(s) were mailed to affected property owners.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION with respect to the adoption of the Resolution of Necessity proposed for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.

Action: Consider motion to adopt RESOLUTION directing preparation of detailed plans, specifications, form of contract and notice to bidders for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Preliminary Assessment Plat and Schedule
RES - resolution of necessity
RES - directing prep of detailed plans

PRELIMINARY ASSESSMENT PLAT & SCHEDULE

FOR

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

Prepared for:



Prepared by:



PRELIMINARY ASSESSMENT PLAT & SCHEDULE

FOR

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

Prepared by:

HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA 50131
Project No. 210360

	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.  _____ JASON A. LASTOVICA, P.E. License No. 19543 My renewal date is December 31, 2022 Pages or sheets covered by this seal: 1/15 - 15/15 Date: <u>02/14/2022</u>
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ASSESSMENT BENEFIT AREA AND METHODOLOGY

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

This improvement project involves construction on NE 36th Street commencing just east of Interstate 35 (I-35) and proceeding east approximately 2,000 feet to the NE Four Mile Drive intersection. The improvement project includes construction of NE Four Mile Drive from NE 36th Street north approximately 600 feet and from NE 36th Street south approximately 400 feet. The improvement project also includes construction of Polk County NE 110th Avenue from the NE Four Mile Drive intersection east approximately 500 feet.

The improvements on NE 36th Street, NE Four Mile Drive, and NE 110th Avenue will include grading, subgrade preparation, modified subbase, storm sewer, longitudinal subdrain, sanitary sewer, water main, PCC paving with curb and gutter, turn lanes, medians, sidewalk, erosion control, seeding, and street lighting. Refer to Engineer's Opinion of Probable Project Costs on pages 10 through 12.

The total project costs include construction of those items listed above plus engineering, surveying, construction administration and observation, bond counsel fees and expenses, as well as assessment document preparation and assistance.

METHOD OF ASSESSMENT AND BENEFITS

The assessable portion of the project is based on the construction of 100% of the roadway improvements on NE 36th Street from the west limits of the project to Station 95+46.95, just east of NE Spectrum Drive and designated as Area "A"; plus 50% of the roadway improvements on NE 36th Street from Station 95+46.95 to Station 105+22.12, the western edge of NE Four Mile Drive and designated as Area "B"; plus 25% of the roadway improvements on NE Four Mile Drive and designated as Area "C". Construction of the improvements on Polk County NE 110th Avenue, from Station 105+63.27, the eastern edge of NE Four Mile Drive, to Station 110+00.00 are not included in the assessable portion of the project.

The assessable roadway improvements within Area "A" are within a proposed right-of-way width varying from west to east at a maximum of 200 feet to a minimum of 131 feet. NE 36th Street right-of-way for Area "B" is a typical width of 131 feet from NE Spectrum Drive to a variable width transition from Station 99+70.54 to Station 101+20.54. The right-of-way is a typical width of 119 feet from Station 101+20.54 to NE Four Mile Drive. The typical right-of-way width for NE Four Mile Drive within Area "C" is 100 feet north of NE 36th Street and 66 feet south of NE 36th Street.

The improvements in Area “A” are being assessed at 100% because the improvements are needed to accommodate current traffic needs associated with an approved commercial development project. The improvements in Area “A” support the traffic capacity, safety, and operational needs of current development in that area. The properties within the assessment district will benefit from this development and the corresponding improvements to NE 36th Street within Area “A”.

The improvements in Area “B” are being assessed at 50% because some of the improvements are intended to accommodate future traffic needs associated with future development in the area, rather than current needs. 50% of the costs of these improvements are allocated as general benefits to the community at large and are not being assessed to the properties within the assessment district boundary.

The improvements in Area “C” are being assessed at 25% because NE Four Mile Drive improvements only provide a partial benefit to the properties within the assessment district boundary. 75% of the costs of these improvements are allocated as general benefits to the community at large and are not being assessed to the properties within the assessment district boundary.

The assessable roadway improvement items include excavation, PCC street pavement, modified subbase immediately below the pavement plus three feet to each side, subgrade preparation immediately below the modified subbase, and longitudinal subdrains. It also includes sidewalks, driveways, erosion control, seeding, street lighting, pavement markings, and a 10% contingency.

The Assessable Project Costs include construction of these items plus assessment plats and schedule preparation, engineering, surveying, construction plans and observation, bond counsel fees and expenses and publication expenses.

All properties within the City limits that are adjacent to the improvements, to a distance of the lesser of 300 feet from the improvements or half the distance to the next street, receive a special benefit. Public right-of-way is excluded from the assessable property, as it has been established for the common good of all.

Benefits the properties will receive include, but are not limited to, the increased value of the property due to the properties’ proximity to the project, improved traffic mobility, improved traffic safety, improved traffic access, improved emergency vehicle access, improved street lighting, improved pedestrian and bicycle access, improved utility corridor access, and improved drainage through the construction of storm sewers, curbs and gutters to convey storm water run-off. The driveway assessment is based on the area, in square yards, of PCC driveway that is being constructed to serve each individual parcel that has an existing driveway.

The total assessable costs are spread among the properties on the basis of the special benefits conferred on those properties by the improvements. The benefit received by each property, and the subsequent assessment cost that is spread to the properties, is based on a pro-rated share of the total assessable costs of the improvements. Said pro-rated amount is determined based on a benefit / point method, which is based on the Flint Formula. The points are established as assessment distribution units with the percentage of the assessment per square foot of the property decreasing in 50 foot increments to a maximum depth of 300 feet. The assessment will be spread throughout the depth of the assessment district. The assessment distribution units for Parcel 8 and Parcel 9 are based on their frontage along NE 36th Street only. The following table describes the benefit point method.

City of Ankeny – Assessment Benefit / Point Method	
From 0' to 50'	One point per square foot
From 50' to 100'	Declines to 0.5 points per square foot
From 100' to 150'	Declines to 0.25 points per square foot
From 150' to 200'	Declines to 0.125 points per square foot
From 200' to 250'	Declines to 0.0625 points per square foot
From 250' to 300'	Declines to 0.03125 points per square foot

The preliminary assessment is equal to the lesser of the parcel assessment or 25% of the City Council valuation of the property. The Council valuation of the properties is based on the total property valuation as determined by the appraisal reports ordered by the City. If the total assessment cost exceeds the 25% limit, the deficient amount is initially absorbed by the City. In accordance with Iowa Code Section 384.63, if a private improvement is constructed on the lot during the period of amortization, the Council may assess a pro rata portion of the deficiency to the lot.

The preliminary assessment amount for each individual parcel, including any conditional deficiency assessments, represents the maximum amount that can be assessed to that same parcel on the final assessment schedule, which will be prepared after the roadway improvements are completed and accepted by the City.

DESCRIPTION OF ASSESSMENT AREA

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

ASSESSMENT AREA BOUNDARY DESCRIPTION

THOSE PARTS OF LOTS 2 & 3, STREET LOTS C, D, & H, AND OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF STREET LOT "A", ALBAUGH ESTATES, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 06, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SPECTRUM 36 PLAT 1; THENCE NORTH 07 DEGREES 52 MINUTES 47 SECONDS WEST, A DISTANCE OF 307.42 FEET; THENCE SOUTH 85 DEGREES 16 MINUTES 01 SECOND EAST, A DISTANCE OF 571.56 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 65.15 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.94 FEET; THENCE SOUTH 88 DEGREES 01 MINUTE 05 SECONDS EAST, A DISTANCE OF 157.26 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 630.29 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.12 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 362.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 204.16 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 566.37 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 398.81 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 41.73 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 385.17 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 150.12 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 442.82 FEET; THENCE SOUTH 40 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.54 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 166.51 FEET; THENCE NORTH 38 DEGREES 53 MINUTES 21 SECONDS

WEST, A DISTANCE OF 6.48 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 462.70 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.38 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 377.15 FEET; THENCE NORTH 13 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.92 FEET; THENCE NORTH 03 DEGREES 04 MINUTES 11 SECONDS EAST, A DISTANCE OF 199.42 FEET, TO THE POINT OF BEGINNING.

CONTAINS 34.772 ACRES (1,514,686 SQ. FT.) MORE OR LESS.

**Assessable Project Costs
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
Ankeny, IA
February 14, 2022**

Item No.	SUDAS Number	Item	Unit	Unit Price	Assessable Quantities & Price	
					Quantity	Total Price
	DIVISION 2	EARTHWORK				\$ 407,337.00
2.01	2010-C	Clearing and Grubbing	LS	\$ 10,000.00	0.65	\$ 6,500.00
2.02	2010-D-1	Topsoil, On-Site	CY	\$ 20.00	1964.50	\$ 39,290.00
2.03	2010-D-3	Topsoil, Off-Site	CY	\$ 30.00	598.25	\$ 17,947.50
2.04	2010-E	Excavation, Class 10, Roadway and Borrow	CY	\$ 10.00	7022.75	\$ 70,227.50
2.05	2010-E	Excavation, Class 10, Waste	CY	\$ 10.00	3494.00	\$ 34,940.00
2.06	2010-G	Subgrade Preparation, 12"	SY	\$ 4.00	14870.25	\$ 59,481.00
2.07	2010-I	Subbase, Modified, 6"	SY	\$ 12.00	14454.25	\$ 173,451.00
2.10	2010-L	Compaction Testing	LS	\$ 5,000.00	0.50	\$ 2,500.00
2.11	2010-999-A	Below Grade Excavation (Core Out)	CY	\$ 40.00	75.00	\$ 3,000.00
	DIVISION 4	SEWERS AND DRAINS				\$ 63,950.00
4.16	4040-A	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	\$ 20.00	2767.50	\$ 55,350.00
4.17	4040-D	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	\$ 800.00	1.50	\$ 1,200.00
4.18	4040-D	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	\$ 400.00	18.50	\$ 7,400.00
	DIVISION 7	STREETS AND RELATED WORK				\$ 1,141,433.75
7.01	7010-A	Pavement, PCC Class C-SUD, 9"	SY	\$ 80.00	12595.25	\$ 1,007,620.00
7.02	7010-E	Curb and Gutter, 3.0', 9"	LF	\$ 60.00	227.00	\$ 13,620.00
7.03	7010-G	Concrete Median, 6"	SY	\$ 100.00	184.00	\$ 18,400.00
7.04	7010-999-A	Granular Shoulder, Type A, 4"	TON	\$ 50.00	20.50	\$ 1,025.00
7.07	7030-E	Sidewalk, PCC, 4"	SY	\$ 50.00	524.00	\$ 26,200.00
7.08	7030-E	Sidewalk, PCC, 5"	SY	\$ 60.00	299.00	\$ 17,940.00
7.09	7030-E	Sidewalk, PCC, 6"	SY	\$ 70.00	176.00	\$ 12,320.00
7.10	7030-G	Detectable Warning, Cast Iron	SF	\$ 65.00	206.75	\$ 13,438.75
7.11	7030-H-1	Driveway, Paved, PCC, 7"	SY	\$ 70.00	441.00	\$ 30,870.00
	DIVISION 8	TRAFFIC CONTROL				\$ 51,798.31
8.02	8020-C	Painted Pavement Markings, Durable	STA	\$ 100.00	73.05	\$ 7,304.75
8.03	8020-G	Painted Symbols and Legends, Durable	EA	\$ 250.00	14.00	\$ 3,500.00
8.04	8020-J	Raised Pavement Markers	EA	\$ 10.00	126.50	\$ 1,265.00
8.05	8020-M	Grooves Cut for Pavement Markings	STA	\$ 75.00	73.05	\$ 5,478.56
8.06	8020-N	Grooves Cut for Symbols and Legends	EA	\$ 125.00	14.00	\$ 1,750.00
8.07	8030-A	Temporary Traffic Control	LS	\$ 50,000.00	0.65	\$ 32,500.00
	DIVISION 9	SITE WORK AND LANDSCAPING				\$ 48,828.25
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	\$ 500.00	3.63	\$ 1,812.50
9.02	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	\$ 2,500.00	2.38	\$ 5,937.50
9.03	9010-B	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	\$ 3,500.00	2.38	\$ 8,312.50
9.04	9040-D-1	Filter Sock, 9" Dia.	LF	\$ 2.00	6739.50	\$ 13,479.00
9.05	9040-D-1	Filter Sock, 12" Dia.	LF	\$ 4.00	107.00	\$ 428.00
9.06	9040-D-2	Filter Sock, Removal	LF	\$ 0.50	6846.50	\$ 3,423.25
9.09	9040-N-1	Silt Fence or Silt Fence Ditch Check	LF	\$ 2.00	687.00	\$ 1,374.00
9.10	9040-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	\$ 1.00	687.00	\$ 687.00
9.11	9040-N-3	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	\$ 1.00	687.00	\$ 687.00
9.12	9040-Q-1	Erosion Control Mulching, Conventional	AC	\$ 3,500.00	3.63	\$ 12,687.50
	DIVISION 11	MISCELLANEOUS				\$ 156,000.00
11.01	11020-A	Mobilization	LS	\$ 250,000.00	0.60	\$ 150,000.00
11.03	11050-A	Concrete Washout	LS	\$ 10,000.00	0.60	\$ 6,000.00

Estimated Subtotal Construction Costs =	\$ 1,869,347.31
Contingency (10%) =	\$ 186,934.73
Estimated Total Construction Costs =	\$ 2,056,282.04

DRIVEWAY IMPROVEMENTS: TOTAL ASSESSABLE COSTS =	\$ 30,870.00
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Roadway Improvements Construction Costs =	\$ 1,838,477.31
Contingency (10%) =	\$ 186,934.73
Estimated Professional Services =	\$ 328,542.00
Estimated Bond Counsel Fees and Expenses and Publication Expenses =	\$ 12,500.00
Estimated Assessment Documentation Preparation and Assistance =	\$ 45,000.00
Estimated Street Lighting Costs =	\$ 200,000.00
ROADWAY IMPROVEMENTS: TOTAL ASSESSABLE COSTS =	\$ 2,611,454.04

TOTAL ASSESSABLE COSTS =	\$ 2,642,324.04
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PRELIMINARY ASSESSMENT SCHEDULE
NE 36TH STREET RECONSTRUCTION
I-35 TO NE FOUR MILE DRIVE
ANKENY, IA
FEBRUARY 14, 2022

PARCEL NO.	POLK COUNTY PARCEL ID	OWNER(S) OF RECORDS	MAILING ADDRESS OF TITLE HOLDER	LEGAL DESCRIPTION	ZONE	CLASS	PARCEL AREA (SF)	PARCEL VALUATION	PARCEL FRONTAGE (LF)	PCC DRIVEWAY (SY)	DRIVEWAY IMPROVEMENTS ASSESSABLE COSTS	% COSTS OF ROADWAY IMPROVEMENTS FROM DISTRIBUTION OF POINTS (1)	ROADWAY IMPROVEMENTS ASSESSABLE COSTS (2)	TOTAL ASSESSABLE COSTS (3)	25% OF PARCEL VALUATION	DEFICIENCY (4)	TOTAL MAXIMUM PRELIMINARY ASSESSMENT (5)	% OF TOTAL PROJECT COSTS (6)	NOTES
1	8023-06-451-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	SEE EXHIBIT A	PUD	AG	223,682	\$ 648,677.80	408.74		\$ -	11.47%	\$ 299,616.24	\$ 299,616.24	\$ 162,169.45	\$ 137,446.79	\$ 162,169.45	2.55%	(A) (B) (C)
2	181/00001-002-134	DRA PROPERTIES LC	DRA PROPERTIES LC 1515 NE 36TH ST ANKENY, IA 50021	SEE EXHIBIT A	PUD	AG	1,908,138	\$ 10,113,131.40	303.97	83	\$ 5,810.00	8.83%	\$ 230,675.36	\$ 236,485.36	\$ 2,528,282.85	\$ -	\$ 236,485.36	3.72%	(A)
3	181/00001-002-125	TODD'S FLYING SERV INC	TODDS FLYING SERVICE INC 2145 NE 36TH ST ANKENY, IA 50021-6858	SEE EXHIBIT A	PUD	COM	79,232	\$ 792,320.00	347.43	85	\$ 5,950.00	9.27%	\$ 242,151.06	\$ 248,101.06	\$ 198,080.00	\$ 50,021.06	\$ 198,080.00	3.12%	(B)
4	181/00001-002-124	TODD'S FLYING SERV INC	TODDS FLYING SERVICE INC 2145 NE 36TH ST ANKENY, IA 50021-6858	SEE EXHIBIT A	PUD	COM	348,436	\$ 2,611,840.00	503.00		\$ -	0.42%	\$ 10,985.59	\$ 10,985.59	\$ 652,960.00	\$ -	\$ 10,985.59	0.17%	
5	181/00001-002-122	EDNA M TODD	EDNA M TODD 2225 NE 36TH ST ANKENY, IA 50021-6859	SEE EXHIBIT A	PUD	RES	34,934	\$ 384,274.00	155.57	146	\$ 10,220.00	4.14%	\$ 108,232.59	\$ 118,452.59	\$ 96,068.50	\$ 22,384.09	\$ 96,068.50	1.51%	(B)
6	8023-06-477-001 8023-06-477-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	SEE EXHIBIT A	PUD	AG	155,608	\$ 451,263.20	325.95		\$ -	8.52%	\$ 222,544.89	\$ 222,544.89	\$ 112,815.80	\$ 109,729.09	\$ 112,815.80	1.78%	(A) (B) (C)
7	181/00001-002-123	OTTER CREEK LAND & CATTLE LC	OTTER CREEK LAND & CATTLE LC 103 LYNWOOD DR HUXLEY, IA 50124-9401	SEE EXHIBIT A	PUD	AG	2,139,067	\$ 10,909,241.70	501.91		\$ -	13.81%	\$ 360,618.23	\$ 360,618.23	\$ 2,727,310.43	\$ -	\$ 360,618.23	5.68%	(A)
8	8023-06-476-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	SEE EXHIBIT A	PUD	AG	1,828,746	\$ 5,303,363.40	1003.20	127	\$ 8,890.00	27.06%	\$ 706,613.93	\$ 715,503.93	\$ 1,325,840.85	\$ -	\$ 715,503.93	11.27%	(A) (C)
9	181/00001-002-121	NDA FARMS LLC	NDA FARMS LLC 2296 W 138TH ST N COLFAX, IA 50054-7656	SEE EXHIBIT A	PUD	AG	1,420,206	\$ 7,243,050.60	610.46		\$ -	16.47%	\$ 430,016.15	\$ 430,016.15	\$ 1,810,762.65	\$ -	\$ 430,016.15	6.77%	(A)
TOTALS										441	\$ 30,870.00	100.00%	\$ 2,611,454.04	\$ 2,642,324.04		\$ 319,581.03	\$ 2,322,743.01	36.58%	

(1) % COSTS OF ROADWAY IMPROVEMENTS = PARCEL ASSESSMENT POINTS / TOTAL PARCEL ASSESSMENT POINTS
(2) ROADWAY IMPROVEMENTS ASSESSABLE COSTS = % COSTS OF ROADWAY IMPROVEMENTS X TOTAL ROADWAY IMPROVEMENTS ASSESSABLE COSTS
(3) TOTAL ASSESSABLE COSTS = DRIVEWAY IMPROVEMENTS ASSESSABLE COSTS + ROADWAY IMPROVEMENTS ASSESSABLE COSTS
(4) DEFICIENCY = TOTAL ASSESSABLE COSTS - 25% OF PARCEL VALUATION
(5) TOTAL MAXIMUM PRELIMINARY ASSESSMENT = TOTAL ASSESSABLE COSTS - DEFICIENCY
(6) % TOTAL PROJECT COSTS = TOTAL MAXIMUM PRELIMINARY ASSESSMENT / TOTAL PROJECT COSTS

ESTIMATED TOTAL PROJECT COSTS	\$	6,349,645.85
TOTAL AMOUNT OF PROJECT ASSESSMENT FUNDING	\$	2,322,743.01
TOTAL PERCENTAGE OF ASSESSMENT FUNDING		36.58%
TOTAL AMOUNT OF CITY FUNDING	\$	4,026,902.84
TOTAL PERCENTAGE OF CITY FUNDING		63.42%

(A) PARCELS CLASSIFIED AS "AG" BY POLK COUNTY ASSESSOR MAY REQUEST AGRICULTURAL DEFERRAL OF ASSESSMENT, MEANING THAT ANNUAL SPECIAL ASSESSMENT PAYMENTS DO NOT NEED TO BE MADE UNLESS AND UNTIL THE PROPERTY IS DEVELOPED. CHANGE OF CLASSIFICATION OF USE FROM "AG" WOULD ALLOW ASSESSMENT RECOVERY OVER THE REMAINDER OF THE LIFE OF THE ASSESSMENT DISTRICT.

(B) WHEN A PRIVATE IMPROVEMENT IS CONSTRUCTED ON A LOT SUBJECT TO A DEFICIENCY, DURING THE PERIOD OF AMORTIZATION, THE CITY COUNCIL SHALL, BY RESOLUTION, ASSESS A PRO RATA PORTION OF THE DEFICIENCY ON THAT LOT, IN THE SAME PROPORTION TO THE TOTAL DEFICIENCY ON THAT LOT AS THE NUMBER OF FUTURE INSTALLMENTS OF SPECIAL ASSESSMENT REMAINING TO BE PAID IS TO THE TOTAL NUMBER OF INSTALLMENTS OF ASSESSMENTS FOR THE PROJECT, SUBJECT TO THE TWENTY-FIVE PERCENT LIMITATION OF IOWA CODE SECTION 384.62.

(C) PARCEL WAS PLATTED IN JANUARY 2022 WITH SPECTRUM 36 PLAT 1, SO ONLY A GEOPARCEL NUMBER WAS AVAILABLE. THE DISTRICT PARCEL NUMBER WILL BE USED IN THE FINAL ASSESSMENT SCHEDULE.

Engineer's Opinion of Probable Project Costs
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
Ankeny, IA
February 14, 2022

Item No.	SUDAS Number	Item	Unit	Unit Price	Division 1 Assessable Quantities & Price		Division 2 Non-Assessable Quantities & Price		Project Quantities & Price	
					Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
	DIVISION 2	EARTHWORK				\$ 407,337.00		\$ 346,425.00		\$ 753,762.00
2.01	2010-C	Clearing and Grubbing	LS	\$ 10,000.00	0.65	\$ 6,500.00	0.35	\$ 3,500.00	1.00	\$ 10,000.00
2.02	2010-D-1	Topsoil, On-Site	CY	\$ 20.00	1964.50	\$ 39,290.00	1345.50	\$ 26,910.00	3310.00	\$ 66,200.00
2.03	2010-D-3	Topsoil, Off-Site	CY	\$ 30.00	598.25	\$ 17,947.50	1016.75	\$ 30,502.50	1615.00	\$ 48,450.00
2.04	2010-E	Excavation, Class 10, Roadway and Borrow	CY	\$ 10.00	7022.75	\$ 70,227.50	9743.25	\$ 97,432.50	16766.00	\$ 167,660.00
2.05	2010-E	Excavation, Class 10, Waste	CY	\$ 10.00	3494.00	\$ 34,940.00	0.00	\$ -	3494.00	\$ 34,940.00
2.06	2010-G	Subgrade Preparation, 12"	SY	\$ 4.00	14870.25	\$ 59,481.00	9863.75	\$ 39,455.00	24734.00	\$ 98,936.00
2.07	2010-I	Subbase, Modified, 6"	SY	\$ 12.00	14454.25	\$ 173,451.00	9863.75	\$ 118,365.00	24318.00	\$ 291,816.00
2.08	2010-I	Subbase, Modified, Asphalt Millings, 3"	SY	\$ 20.00	0.00	\$ -	513.00	\$ 10,260.00	513.00	\$ 10,260.00
2.09	2010-J-2-c	Removal of Known Pipe Culvert	LF	\$ 50.00	0.00	\$ -	252.00	\$ 12,600.00	252.00	\$ 12,600.00
2.10	2010-L	Compaction Testing	LS	\$ 5,000.00	0.50	\$ 2,500.00	0.50	\$ 2,500.00	1.00	\$ 5,000.00
2.11	2010-999-A	Below Grade Excavation (Core Out)	CY	\$ 40.00	75.00	\$ 3,000.00	25.00	\$ 1,000.00	100.00	\$ 4,000.00
2.12	2999-A	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	\$ 30.00	0.00	\$ -	130.00	\$ 3,900.00	130.00	\$ 3,900.00
	DIVISION 3	TRENCH EXCAVATION AND BACKFILL				\$ -		\$ 5,000.00		\$ 5,000.00
3.01	3010-F	Trench Compaction Testing	LS	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
	DIVISION 4	SEWERS AND DRAINS				\$ 63,950.00		\$ 566,565.00		\$ 630,515.00
4.01	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	\$ 175.00	0.00	\$ -	161.00	\$ 28,175.00	161.00	\$ 28,175.00
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	\$ 125.00	0.00	\$ -	618.00	\$ 77,250.00	618.00	\$ 77,250.00
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	\$ 150.00	0.00	\$ -	527.00	\$ 79,050.00	527.00	\$ 79,050.00
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	\$ 175.00	0.00	\$ -	685.00	\$ 119,875.00	685.00	\$ 119,875.00
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	\$ 215.00	0.00	\$ -	346.00	\$ 74,390.00	346.00	\$ 74,390.00
4.06	4020-D	Removal of Storm Sewer, Less Than or Equal to 36" Dia.	LF	\$ 35.00	0.00	\$ -	153.00	\$ 5,355.00	153.00	\$ 5,355.00
4.07	4030-A-1	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24"	LF	\$ 175.00	0.00	\$ -	166.00	\$ 29,050.00	166.00	\$ 29,050.00
4.08	4030-A-1	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 27"	LF	\$ 300.00	0.00	\$ -	188.00	\$ 56,400.00	188.00	\$ 56,400.00
4.09	4030-B	Pipe Apron, RCP, 24" Dia.	EA	\$ 2,250.00	0.00	\$ -	4.00	\$ 9,000.00	4.00	\$ 9,000.00
4.10	4030-B	Pipe Apron, RCP, 30" Dia.	EA	\$ 2,250.00	0.00	\$ -	1.00	\$ 2,250.00	1.00	\$ 2,250.00
4.11	4030-B	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	\$ 3,000.00	0.00	\$ -	4.00	\$ 12,000.00	4.00	\$ 12,000.00
4.12	4030-C	Footing for Concrete Apron, RCP, 24" Dia.	EA	\$ 500.00	0.00	\$ -	4.00	\$ 2,000.00	4.00	\$ 2,000.00
4.13	4030-C	Footing for Concrete Apron, RCP, 30" Dia.	EA	\$ 500.00	0.00	\$ -	1.00	\$ 500.00	1.00	\$ 500.00
4.14	4030-C	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	\$ 500.00	0.00	\$ -	4.00	\$ 2,000.00	4.00	\$ 2,000.00
4.15	4030-D	Pipe Apron Guard	EA	\$ 1,500.00	0.00	\$ -	7.00	\$ 10,500.00	7.00	\$ 10,500.00
4.16	4040-A	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	\$ 20.00	2767.50	\$ 55,350.00	2208.50	\$ 44,170.00	4976.00	\$ 99,520.00
4.17	4040-D	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	\$ 800.00	1.50	\$ 1,200.00	9.50	\$ 7,600.00	11.00	\$ 8,800.00
4.18	4040-D	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	\$ 400.00	18.50	\$ 7,400.00	17.50	\$ 7,000.00	36.00	\$ 14,400.00
	DIVISION 5	WATER MAINS AND APPURTENANCES				\$ -		\$ 36,400.00		\$ 36,400.00
5.01	5010-A-1	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	\$ 100.00	0.00	\$ -	126.00	\$ 12,600.00	126.00	\$ 12,600.00
5.02	5010-A-1	Water Main, Trenched, DI Class 52, Restrained Joint, 10"	LF	\$ 120.00	0.00	\$ -	20.00	\$ 2,400.00	20.00	\$ 2,400.00
5.03	5010-C-1	Fitting, DI MJ Solid Sleeve, 10"	EA	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
5.04	5010-C-1	Fitting, DI MJ Cap, 10"	EA	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
5.05	5010-E-3	Water Service Curb Stop and Box, Copper, 3"	EA	\$ 1,700.00	0.00	\$ -	1.00	\$ 1,700.00	1.00	\$ 1,700.00
5.06	5010-H	Water Main Removal, PVC, 3"	LF	\$ 10.00	0.00	\$ -	1370.00	\$ 13,700.00	1370.00	\$ 13,700.00
5.07	5020-D	Flushing Device (Blowoff), Flushing Hydrant, 2"	EA	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	1.00	\$ 4,000.00

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NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
Ankeny, IA
February 14, 2022

Item No.	SUDAS Number	Item	Unit	Unit Price	Division 1 Assessable Quantities & Price		Division 2 Non-Assessable Quantities & Price		Project Quantities & Price	
					Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
	DIVISION 6	STRUCTURES FOR SANITARY AND STORM SEWERS				\$ -		\$ 217,500.00		\$ 217,500.00
6.01	6010-A	Manhole, SW-301, 48 inch	EA	\$ 6,000.00	0.00	\$ -	2.00	\$ 12,000.00	2.00	\$ 12,000.00
6.02	6010-A	Manhole, SW-401, 60 inch	EA	\$ 8,000.00	0.00	\$ -	1.00	\$ 8,000.00	1.00	\$ 8,000.00
6.03	6010-A	Manhole, SW-406, 4 ft. x 4 ft.	EA	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
6.04	6010-B	Intake, SW-501	EA	\$ 5,000.00	0.00	\$ -	7.00	\$ 35,000.00	7.00	\$ 35,000.00
6.05	6010-B	Intake, SW-505 with SW-603 Type R Casting	EA	\$ 7,000.00	0.00	\$ -	9.00	\$ 63,000.00	9.00	\$ 63,000.00
6.06	6010-B	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	\$ 8,000.00	0.00	\$ -	9.00	\$ 72,000.00	9.00	\$ 72,000.00
6.07	6010-B	Intake, SW-506, Modified, Full Box with Type R Casting and Manhole	EA	\$ 12,000.00	0.00	\$ -	1.00	\$ 12,000.00	1.00	\$ 12,000.00
6.08	6010-B	Intake, SW-512, 24 inch	EA	\$ 5,500.00	0.00	\$ -	1.00	\$ 5,500.00	1.00	\$ 5,500.00
6.09	6010-H	Remove Intake	EA	\$ 2,000.00	0.00	\$ -	2.00	\$ 4,000.00	2.00	\$ 4,000.00
	DIVISION 7	STREETS AND RELATED WORK				\$ 1,141,433.75		\$ 893,493.25		\$ 2,034,927.00
7.01	7010-A	Pavement, PCC Class C-SUD, 9"	SY	\$ 80.00	12595.25	\$ 1,007,620.00	8508.75	\$ 680,700.00	21104.00	\$ 1,688,320.00
7.02	7010-E	Curb and Gutter, 3.0', 9"	LF	\$ 60.00	227.00	\$ 13,620.00	0.00	\$ -	227.00	\$ 13,620.00
7.03	7010-G	Concrete Median, 6"	SY	\$ 100.00	184.00	\$ 18,400.00	56.00	\$ 5,600.00	240.00	\$ 24,000.00
7.04	7010-999-A	Granular Shoulder, Type A, 4"	TON	\$ 50.00	20.50	\$ 1,025.00	155.50	\$ 7,775.00	176.00	\$ 8,800.00
7.05	7030-A	Removal of Sidewalk	SY	\$ 15.00	0.00	\$ -	308.00	\$ 4,620.00	308.00	\$ 4,620.00
7.06	7030-A	Removal of Driveway	SY	\$ 15.00	0.00	\$ -	589.00	\$ 8,835.00	589.00	\$ 8,835.00
7.07	7030-E	Sidewalk, PCC, 4"	SY	\$ 50.00	524.00	\$ 26,200.00	0.00	\$ -	524.00	\$ 26,200.00
7.08	7030-E	Sidewalk, PCC, 5"	SY	\$ 60.00	299.00	\$ 17,940.00	0.00	\$ -	299.00	\$ 17,940.00
7.09	7030-E	Sidewalk, PCC, 6"	SY	\$ 70.00	176.00	\$ 12,320.00	0.00	\$ -	176.00	\$ 12,320.00
7.10	7030-G	Detectable Warning. Cast Iron	SF	\$ 65.00	206.75	\$ 13,438.75	95.25	\$ 6,191.25	302.00	\$ 19,630.00
7.11	7030-H-1	Driveway, Paved, PCC, 7"	SY	\$ 70.00	441.00	\$ 30,870.00	0.00	\$ -	441.00	\$ 30,870.00
7.12	7040-H	Pavement Removal	SY	\$ 16.00	0.00	\$ -	10952.00	\$ 175,232.00	10952.00	\$ 175,232.00
7.13	7040-I	Curb and Gutter Removal	LF	\$ 20.00	0.00	\$ -	227.00	\$ 4,540.00	227.00	\$ 4,540.00
	DIVISION 8	TRAFFIC CONTROL				\$ 51,798.31		\$ 339,818.19		\$ 391,616.50
8.01	8010-A	Traffic Signal, Spectrum Drive	LS	\$ 160,000.00	0.00	\$ -	1.00	\$ 160,000.00	1.00	\$ 160,000.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	\$ 100.00	73.05	\$ 7,304.75	82.33	\$ 8,233.25	155.38	\$ 15,538.00
8.03	8020-G	Painted Symbols and Legends, Durable	EA	\$ 250.00	14.00	\$ 3,500.00	11.00	\$ 2,750.00	25.00	\$ 6,250.00
8.04	8020-J	Raised Pavement Markers	EA	\$ 10.00	126.50	\$ 1,265.00	44.50	\$ 445.00	171.00	\$ 1,710.00
8.05	8020-M	Grooves Cut for Pavement Markings	STA	\$ 75.00	73.05	\$ 5,478.56	82.33	\$ 6,174.94	155.38	\$ 11,653.50
8.06	8020-N	Grooves Cut for Symbols and Legends	EA	\$ 125.00	14.00	\$ 1,750.00	11.00	\$ 1,375.00	25.00	\$ 3,125.00
8.07	8030-A	Temporary Traffic Control	LS	\$ 50,000.00	0.65	\$ 32,500.00	0.35	\$ 17,500.00	1.00	\$ 50,000.00
8.08	8030-999-A	Portable Dynamic Message Sign (PDMS)	DAY	\$ 150.00	0.00	\$ -	120.00	\$ 18,000.00	120.00	\$ 18,000.00
8.09	8030-999-B	Removal of Type A Sign	EA	\$ 150.00	0.00	\$ -	14.00	\$ 2,100.00	14.00	\$ 2,100.00
8.10	8030-999-C	Install Type A Sign	EA	\$ 200.00	0.00	\$ -	22.00	\$ 4,400.00	22.00	\$ 4,400.00
8.11	8999-A	Removal of 36/SM/12MM Fiber Optic Cable	LF	\$ 0.50	0.00	\$ -	4000.00	\$ 2,000.00	4000.00	\$ 2,000.00
8.12	8999-B	Installation of City Provided Fiber Optic Cable, SM, 96-CNT	LF	\$ 1.50	0.00	\$ -	6300.00	\$ 9,450.00	6300.00	\$ 9,450.00
8.13	8999-B	Installation of Existing 36SM/12MM Fiber Optic Cable	LF	\$ 1.50	0.00	\$ -	200.00	\$ 300.00	200.00	\$ 300.00
8.14	8999-A	Cable, Fiber Optic, Tracer 1c #10	LF	\$ 0.30	0.00	\$ -	2200.00	\$ 660.00	2200.00	\$ 660.00
8.15	8999-A	Cable, Fiber Optic, Pull Rope	LF	\$ 0.15	0.00	\$ -	2200.00	\$ 330.00	2200.00	\$ 330.00
8.16	8999-A	Conduit, Fiber Optic, Blue HDPE, 2" Diameter	LF	\$ 12.00	0.00	\$ -	3800.00	\$ 45,600.00	3800.00	\$ 45,600.00
8.17	8999-A	Conduit, Fiber Optic, Orange HDPE, 2" Diameter	LF	\$ 12.00	0.00	\$ -	1900.00	\$ 22,800.00	1900.00	\$ 22,800.00
8.18	8999-B	Handhole, Type 3 "TUB" 24" x 36" and Ex. Fiber Conduits Sweeping	EACH	\$ 2,500.00	0.00	\$ -	5.00	\$ 12,500.00	5.00	\$ 12,500.00
8.19	8999-B	Handhole, Type 4 "TUB" 30" x 48" and Ex. Fiber Conduits Sweeping	EACH	\$ 3,000.00	0.00	\$ -	2.00	\$ 6,000.00	2.00	\$ 6,000.00
8.20	8999-B	Handhole, Type 3 "TUB" 24" x 36"	EACH	\$ 1,500.00	0.00	\$ -	4.00	\$ 6,000.00	4.00	\$ 6,000.00
8.21	8999-B	Handhole, Type 4 "TUB" 30" x 48"	EACH	\$ 2,000.00	0.00	\$ -	3.00	\$ 6,000.00	3.00	\$ 6,000.00
8.22	8999-B	Splice Enclosure/Case	EACH	\$ 1,000.00	0.00	\$ -	2.00	\$ 2,000.00	2.00	\$ 2,000.00
8.23	8999-B	Fiber Optic Splice	EACH	\$ 75.00	0.00	\$ -	36.00	\$ 2,700.00	36.00	\$ 2,700.00
8.24	8999-B	Fiber Optic Termination	EACH	\$ 75.00	0.00	\$ -	24.00	\$ 1,800.00	24.00	\$ 1,800.00
8.25	8999-B	Fiber Enclosure, 1 Panel Capacity, SPH-01P, Din Rail Mounted	EACH	\$ 150.00	0.00	\$ -	1.00	\$ 150.00	1.00	\$ 150.00
8.26	8999-B	CCH Panel, 12 ct, CCH-CP12-A9-P03RH	EACH	\$ 550.00	0.00	\$ -	1.00	\$ 550.00	1.00	\$ 550.00

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					Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
	DIVISION 9	SITE WORK AND LANDSCAPING				\$ 48,828.25		\$ 82,474.75		\$ 131,303.00
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	\$ 500.00	3.63	\$ 1,812.50	3.88	\$ 1,937.50	7.50	\$ 3,750.00
9.02	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	\$ 2,500.00	2.38	\$ 5,937.50	2.63	\$ 6,562.50	5.00	\$ 12,500.00
9.03	9010-B	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	\$ 3,500.00	2.38	\$ 8,312.50	2.63	\$ 9,187.50	5.00	\$ 17,500.00
9.04	9040-D-1	Filter Sock, 9" Dia.	LF	\$ 2.00	6739.50	\$ 13,479.00	3830.50	\$ 7,661.00	10570.00	\$ 21,140.00
9.05	9040-D-1	Filter Sock, 12" Dia.	LF	\$ 4.00	107.00	\$ 428.00	163.00	\$ 652.00	270.00	\$ 1,080.00
9.06	9040-D-2	Filter Sock, Removal	LF	\$ 0.50	6846.50	\$ 3,423.25	3993.50	\$ 1,996.75	10840.00	\$ 5,420.00
9.07	9040-J-0	Rip Rap, Class E Revetment	TON	\$ 100.00	0.00	\$ -	116.00	\$ 11,600.00	116.00	\$ 11,600.00
9.08	9040-J-0	Rip Rap, Erosion Stone	TON	\$ 50.00	0.00	\$ -	22.00	\$ 1,100.00	22.00	\$ 1,100.00
9.09	9040-N-1	Silt Fence or Silt Fence Ditch Check	LF	\$ 2.00	687.00	\$ 1,374.00	3435.00	\$ 6,870.00	4122.00	\$ 8,244.00
9.10	9040-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	\$ 1.00	687.00	\$ 687.00	3435.00	\$ 3,435.00	4122.00	\$ 4,122.00
9.11	9040-N-3	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	\$ 1.00	687.00	\$ 687.00	3435.00	\$ 3,435.00	4122.00	\$ 4,122.00
9.12	9040-Q-1	Erosion Control Mulching, Conventional	AC	\$ 3,500.00	3.63	\$ 12,687.50	3.88	\$ 13,562.50	7.50	\$ 26,250.00
9.13	9040-T-1	Inlet Protection Device, Drop-in	EA	\$ 175.00	0.00	\$ -	52.00	\$ 9,100.00	52.00	\$ 9,100.00
9.14	9040-T-1	Inlet Protection Device, Surface Applied	EA	\$ 175.00	0.00	\$ -	1.00	\$ 175.00	1.00	\$ 175.00
9.15	9040-T-2	Inlet Protection Device, Maintenance	EA	\$ 50.00	0.00	\$ -	104.00	\$ 5,200.00	104.00	\$ 5,200.00
	DIVISION 10	DEMOLITION				\$ -		\$ 25,000.00		\$ 25,000.00
10.01	10010-A	Demolition of Building Structures	LS	\$ 25,000.00	0.00	\$ -	1.00	\$ 25,000.00	1.00	\$ 25,000.00
	DIVISION 11	MISCELLANEOUS				\$ 156,000.00		\$ 109,000.00		\$ 265,000.00
11.01	11020-A	Mobilization	LS	\$ 250,000.00	0.60	\$ 150,000.00	0.40	\$ 100,000.00	1.00	\$ 250,000.00
11.02	11030-A	Maintenance of Postal Service	LS	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
11.03	11050-A	Concrete Washout	LS	\$ 10,000.00	0.60	\$ 6,000.00	0.40	\$ 4,000.00	1.00	\$ 10,000.00

Estimated Subtotal Construction Costs = \$ 1,869,347.31 \$ 2,621,676.19 \$ 4,491,023.50

Contingency (10%) = \$ 186,934.73 \$ 262,167.62 \$ 449,102.35

Estimated Total Construction Costs = \$ 2,056,282.04 \$ 2,883,843.81 \$ 4,940,125.85

Estimated Professional Services = \$ 328,542.00 \$ 456,458.00 \$ 785,000.00

Estimated Right-of-Way and Easement Acquisition Costs = \$ - \$ 367,020.00 \$ 367,020.00

Estimated Bond Counsel Fees and Expenses and Publication Expenses = \$ 12,500.00 \$ - \$ 12,500.00

Estimated Assessment Documentation Preparation and Assistance = \$ 45,000.00 \$ - \$ 45,000.00

Estimated Street Lighting Costs = \$ 200,000.00 \$ - \$ 200,000.00

Estimated Total Project Costs = \$ 2,642,324.04 \$ 3,707,321.81 \$ 6,349,645.85

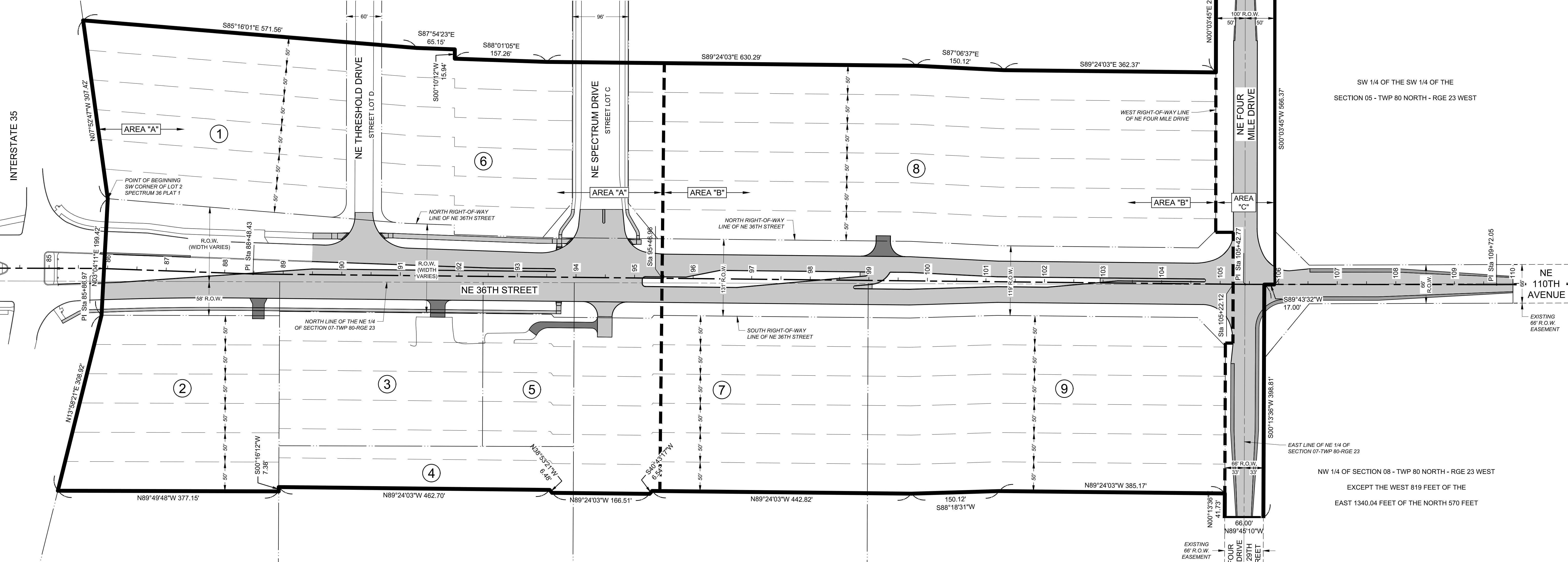
PARCEL NO.	POLK COUNTY PARCEL ID NO.	OWNER(S) OF RECORD	MAILING ADDRESS OF TITLE HOLDER	PARCEL LEGAL DESCRIPTION
1	8023-06-451-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	LOT 2, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA (WARRANTY DEED - BOOK 17212 PAGE 84)
2	181/00001-002-134	DRA PROPERTIES LC	DRA PROPERTIES LC 1515 NE 36TH ST ANKENY, IA 50021	PART OF THE WEST 60 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT INTERSTATE 35 R.O.W. AND LEGALLY ESTABLISHED HIGHWAYS (WARRANTY DEED - BOOK 12240 PAGE 756)
3	181/00001-002-125	TODDS FLYING SERVICE INC	TODDS FLYING SERVICE INC 2145 NE 36TH ST ANKENY, IA 50021-6858	THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 (QUIT CLAIM DEED - BOOK 14562 PAGE 750)
4	181/00001-002-124	TODDS FLYING SERVICE INC	TODDS FLYING SERVICE INC 2145 NE 36TH ST ANKENY, IA 50021-6858	PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848; EXCEPT THE NORTH 280 FEET OF SAID PARCEL A (COURT OFFICER DEED - BOOK 9069 PAGE 290)
5	181/00001-002-122	EDNA M TODD	EDNA M TODD 2225 NE 36TH ST ANKENY, IA 50021-6859	THE EAST 155.57 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 (CHANGE OF TITLE - BOOK 8126 PAGE 445)
6	8023-06-477-001 8023-06-477-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	LOT 3, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA (WARRANTY DEED - BOOK 17212 PAGE 84)
7	181/00001-002-123	OTTER CREEK LAND & CATTLE LC	OTTER CREEK LAND & CATTLE LC 103 LYNWOOD DR HUXLEY, IA 50124-9401	PART OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL A, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 AND EXCEPT THE EAST 39 ACRES OF SAID NE QUARTER OF SECTION 07 (WARRANTY DEED - BOOK 8400 PAGE 874)
8	8023-06-476-002	THRESHOLD OTTER CREEK LLC	THRESHOLD OTTER CREEK LLC C/O BRIAN MARTIN 7049 VISTA DR WEST DES MOINES, IA 50266-9311	OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA (WARRANTY DEED - BOOK 17212 PAGE 84)
9	181/00001-002-121	NDA FARMS LLC	NDA FARMS LLC 2296 W 138TH ST N COLFAX, IA 50054-7656	PART OF THE EAST 39 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL C, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 9310, PAGE 735 (WARRANTY DEED - BOOK 12945 PAGE 643)

DESCRIPTION OF ASSESSMENT AREA BOUNDARY

THOSE PARTS OF LOTS 2 & 3, STREET LOTS C, D, & H, AND OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF STREET LOT "A", ALBAUGH ESTATES, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 06, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SPECTRUM 36 PLAT 1; THENCE NORTH 07 DEGREES 52 MINUTES 47 SECONDS WEST, A DISTANCE OF 307.42 FEET; THENCE SOUTH 85 DEGREES 16 MINUTES 01 SECOND EAST, A DISTANCE OF 571.56 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 65.15 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.94 FEET; THENCE SOUTH 88 DEGREES 01 MINUTE 05 SECONDS EAST, A DISTANCE OF 157.26 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 630.29 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.12 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 362.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 204.16 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 566.37 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 398.81 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 41.73 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 385.17 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 150.12 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 442.82 FEET; THENCE SOUTH 40 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.54 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 166.51 FEET; THENCE NORTH 38 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.48 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 462.70 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.38 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 377.15 FEET; THENCE NORTH 13 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.92 FEET; THENCE NORTH 03 DEGREES 04 MINUTES 11 SECONDS EAST, A DISTANCE OF 199.42 FEET, TO THE POINT OF BEGINNING.

CONTAINS 34.772 ACRES (1,514,686 SQ. FT.) MORE OR LESS.



NE 36TH STREET PRELIMINARY SPECIAL ASSESSMENT PLAT

EXHIBIT A

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

LEGAL DESCRIPTIONS OF PARCELS

PARCELS 1, 6 & 8

LOTS 2 & 3, AND OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA. (WARRANTY DEED - BOOK 17212 PAGE 84)

PARCEL 2

PART OF THE WEST 60 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT INTERSTATE 35 R.O.W. AND LEGALLY ESTABLISHED HIGHWAYS. (WARRANTY DEED - BOOK 12240 PAGE 756)

PARCEL 3

THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848. (QUIT CLAIM DEED - BOOK 14562 PAGE 750)

PARCEL 4

PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848; EXCEPT THE NORTH 280 FEET OF SAID PARCEL A. (COURT OFFICER DEED - BOOK 9069 PAGE 290)

PARCEL 5

THE EAST 155.57 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848. (CHANGE OF TITLE - BOOK 8126 PAGE 445)

PARCEL 7

PART OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL A, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 AND EXCEPT THE EAST 39 ACRES OF SAID NE QUARTER OF SECTION 07. (WARRANTY DEED - BOOK 8400 PAGE 874)

PARCEL 9

PART OF THE EAST 39 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL C, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 9310, PAGE 735. (WARRANTY DEED - BOOK 12945 PAGE 643)

Council Member _____ introduced the following Resolution entitled "RESOLUTION WITH RESPECT TO THE ADOPTION OF THE RESOLUTION OF NECESSITY PROPOSED FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE" and moved that it 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 WITH RESPECT TO THE ADOPTION OF THE
RESOLUTION OF NECESSITY PROPOSED FOR THE NE 36TH
STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

WHEREAS, this Council has proposed a Resolution of Necessity for the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, has given notice of the public hearing thereon as required by law; and

WHEREAS, the public hearing has been held, all persons offering objections have been heard and consideration given to all objections and is pending before this Council; and

WHEREAS, this is the time and place set as provided for the taking of action on the proposed Resolution of Necessity;

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

Section 1. That the proposed Resolution of Necessity described above is hereby:

- ☐ Adopted, without amendment, and all objections filed or made having been duly considered are overruled.
- ☐ Adopted as amended by the Schedule of Amendments attached hereto as Exhibit A, and made a part hereof by reference. All objections filed or made having been duly considered are overruled.
- ☐ Deferred for later consideration to a Council meeting to be held on _____ day of _____, 2022, at _____ .M, at this meeting place, with jurisdiction retained for further consideration and action at the adjourned meeting.
- ☐ Abandoned.

Section 2. That all written requests for agricultural deferment by property owners must be filed within ten (10) days following the date of adoption of this Resolution.

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING PREPARATION OF DETAILED PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND NOTICE TO BIDDERS ON THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE" and moved that it 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 DIRECTING PREPARATION OF DETAILED
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND
NOTICE TO BIDDERS ON THE NE 36TH STREET
RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

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

That Jason A. Lastovica, P.E., Engineer, is hereby ordered and directed to prepare and file with the Clerk detailed plans and specifications for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive.

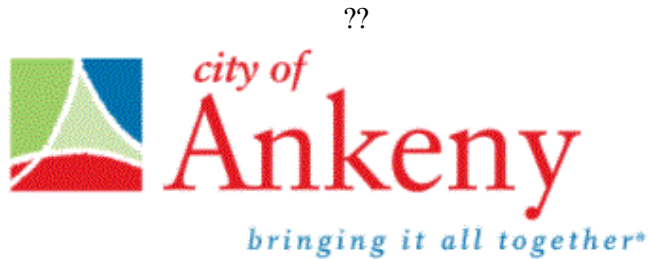
BE IT FURTHER RESOLVED that the Engineer is hereby ordered and directed to prepare and file with the Clerk a Notice to Bidders and form of contract for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive.

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive
Initiate Proceedings

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a Resolution regarding the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and enhancement of payment; and setting a date for the filing of bids on the project.

The NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive includes PCC street pavement, PCC pedestrian facilities, earthwork, storm sewer, a sanitary sewer crossing and a water main crossing in the City of Ankeny.

The improvements include approximately 21,000 SY of 9" thick PCC street pavement, 3,000 LF of storm sewer, 5,000 LF of subdrain, 350 LF of pipe culverts, 160 LF of sanitary sewer, 120 LF of water main, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include a new permanent traffic signal at the intersection of NE Spectrum Drive, temporary private accesses, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, 48V LED modules, and fiber optic cable for contractor installation.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no later than May 9, 2022. The contractor will have 190 working days to substantially complete the overall project and 15 working days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: March 21, 2022
2. Post Notice to Bidders and Notice of Public Hearing: March 25, 2022
3. Publish Notice to Bidders and Notice of Public of Hearing: April 1, 2022
4. Bid Opening (10:30 A.M., Public Services Building): April 12, 2022
5. Public Hearing and Contract Award: April 18, 2022
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost and enhancement of payment; and review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: ??No

This project is included in the City's current Capital Improvement Program with construction scheduled for 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 April 12, 2022 and setting the public hearing date as April 18, 2022 for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive, 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 March 25, 2022 and to be published in the Des Moines Register on April 1, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** ordering bids, approving plans, specifications and form of contract and notice to bidders, fixing amount of bid security, and ordering clerk to post notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract, estimate of costs and enhancement of payment for the NE 36th Street Reconstruction Project; Interstate 35 to NE Four Mile Drive. (date of bid-letting: 4/12/2022 @ 10:30 A.M. / date of hrg: 4/18/2022 @ 5:30 P.M.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice to Bidders
 Location Map

Council Member _____ introduced the following Resolution 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 ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND NOTICE TO BIDDERS, FIXING AMOUNT OF BID SECURITY, AND ORDERING CLERK TO POST NOTICE AND FIXING A DATE FOR RECEIVING SAME, AND FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS

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

That the NE 36th Street Reconstruction I-35 to NE Four Mile Drive is hereby ordered to be advertised for bids for construction.

BE IT FURTHER RESOLVED that the detailed plans and specifications as prepared by Jason A. Lastovica, P.E., Engineer, for the project, for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, and the form of contract and Notice to Bidders, as approved by counsel selected by the City, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the Clerk for public inspection.

BE IT FURTHER RESOLVED, that the amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders hereby 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 April 12, 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 April 18, 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, estimate of costs and enhancement of payment for the project, the hearing to be at 5:30 P.M. on April 18, 2022.

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

NE 36TH STREET RECONSTRUCTION – I-35 TO NE FOUR MILE DRIVE
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), estimated total cost, and enhancement of payment for the **NE 36th Street Reconstruction – I-35 to NE Four Mile Drive** project at its meeting at **5:30 P.M. on the 18th day of April, 2022**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **12th day of April, 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 12th day of April, 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 18th day of April, 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 be commenced any time after a written Notice to Proceed is issued, **no later than May 9, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in late April 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, 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 HR Green, Inc., 5525 Merle Hay Road Suite 200, Johnston, Iowa 50131, 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 515-278-2913 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

NE 36TH STREET RECONSTRUCTION – I-35 TO NE FOUR MILE DRIVE

The NE 36th Street Reconstruction – I-35 to NE Four Mile Drive project in the City of Ankeny involves reconstruction of NE 36th Street from just east of I-35 and proceeding east approximately 2,000 feet to the NE Four Mile Drive intersection. The improvement project includes reconstruction of NE Four Mile Drive from NE 36th Street north approximately 600 feet and from NE 36th Street south approximately 400 feet. The improvement project also includes reconstruction of Polk County NE 110th Avenue from the NE Four Mile Drive intersection east approximately 500 feet.

The improvements include approximately 21,000 SY of 9” thick PCC street pavement, 3,000 LF of storm sewer, 5,000 LF of subdrain, 350 LF of pipe culverts, 160 LF of sanitary sewer, 120 LF of water main, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include a new permanent traffic signal at the intersection of NE Spectrum Drive, temporary private accesses, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, 48V LED modules, and fiber optic cable for contractor installation.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder’s security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier’s check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and 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

A. Overall Project Completion: Stage 1, Stage 2, Stage 3, Stage 4, and Stage 5

The Contractor shall substantially complete the overall project within one hundred ninety (190) working days. The overall project includes Stage 1 through Stage 5. Substantial completion for the overall project shall be defined as all utility, grading, pavement, driveway, sidewalk, and traffic signal construction completed, with the new pavement markings and signs installed and the new streets and sidewalks fully open to traffic and the new traffic signal fully operational. **A mandatory six-day work week is required and working days will be charged on Saturdays.** Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Two Thousand Five Hundred Dollars (\$2,500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

An enhancement of payment in the amount of Fifty Thousand Dollars (\$50,000.00) will be issued to the Contractor if substantial completion of the overall project is achieved on or before Saturday, December 17, 2022.

The Contractor shall fully complete the overall project within **fifteen (15) working days** commencing on a mutually agreed upon date following substantial completion for the overall project. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. The agreed upon date shall reflect the appropriate seeding timeframes. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

B. Interim Project Completion: Stage 1, Stage 2, and Stage 3

The Contractor shall substantially complete the work in Stage 1, Stage 2, and Stage 3 of the project on or before Monday, October 10, 2022. Substantial completion for Stage 1, Stage 2, and Stage 3 of the project shall be defined as all utility, grading, pavement, driveway, sidewalk, and traffic signal construction within those three (3) Stages completed, with the new pavement markings and signs installed and the new streets and sidewalks fully open to traffic and the new traffic signal fully operational. **A mandatory six-day work week is required and working days will be charged on Saturdays.** Should the Contractor fail to substantially complete the work in Stage 1, Stage 2, and Stage 3 within this timeframe, liquidated damages of **Two Thousand Five Hundred Dollars (\$2,500.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

An enhancement of payment in the amount of Fifty Thousand Dollars (\$50,000.00) will be issued to the Contractor if substantial completion of the work in Stage 1, Stage 2, and Stage 3 of the project is achieved on or before Saturday, September 10, 2022.

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 **21st day of March, 2022.**

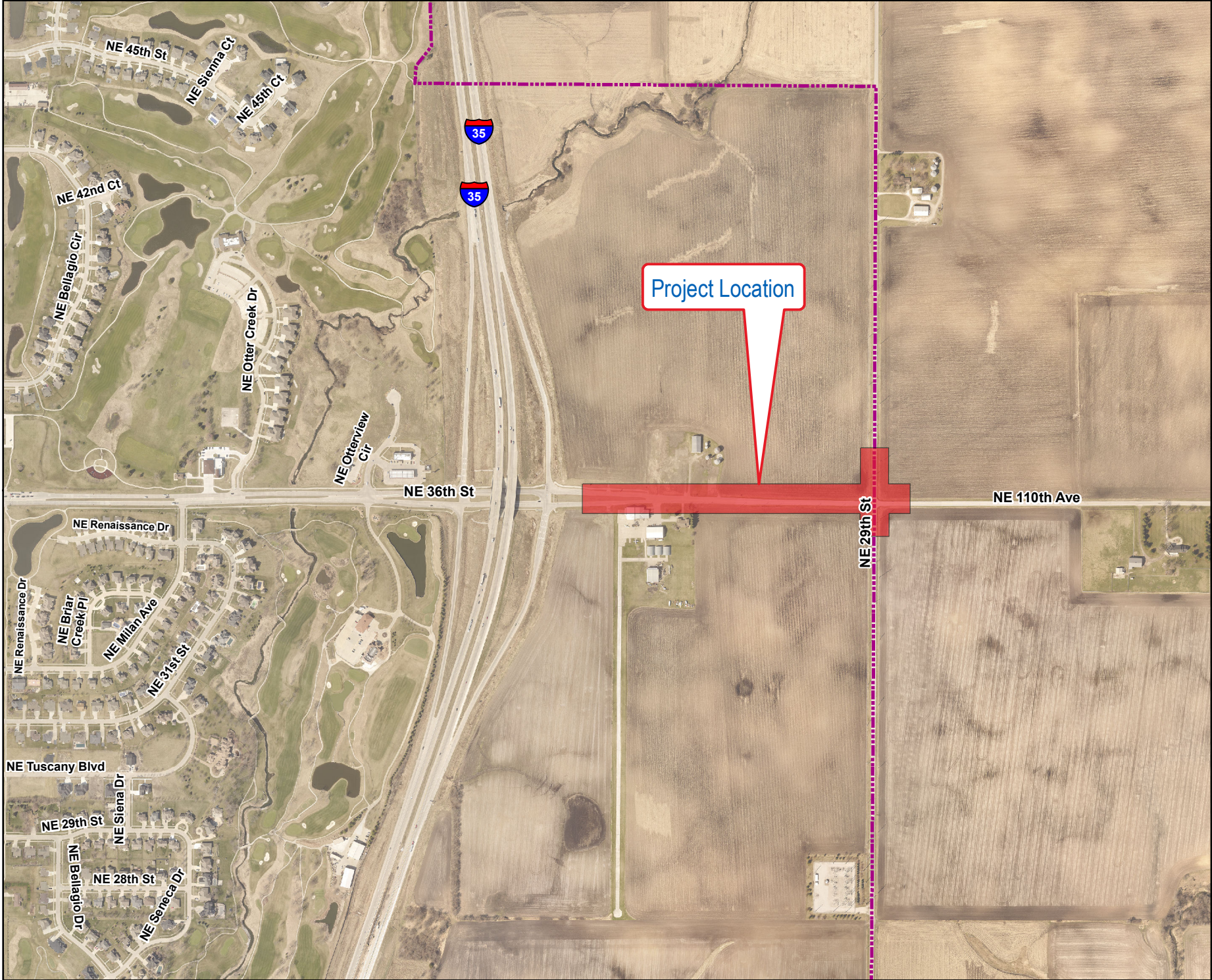
Mark E. Holm, Mayor

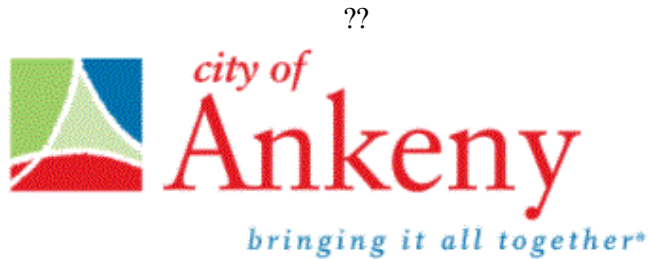
ATTEST:

Mandy Hanson, Records Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **25th day of March, 2022.**

Published in the Des Moines Register the **1st day of April, 2022.**





ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed 2022 Asphalt Street Resurfacing Program - SW Ordinance Road
Initiate Proceedings

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a resolution regarding the 2022 Asphalt Street Resurfacing Program - SW Ordinance Road project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, and form of contract) and estimated total cost and setting a date for the filing of bids on the project.

The 2022 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from SW Railroad Drive to South Ankeny Boulevard in the City of Ankeny.

The improvements include approximately 425 CY of Class 13 excavation, 350 CY of topsoil import, 5,475 SY of asphalt milling, 200 SY of full depth PCC patching, 1,675 TON of hot mix asphalt (HMA), 80 STA of pavement markings, removal and replacement of sidewalk, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the Contractor shall substantially complete the project by July 29, 2022. The Contractor shall fully complete the overall project no later than August 19, 2022.

Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: March 21, 2022
2. Post Notice to Bidders and Notice of Public Hearing: March 25, 2022
3. Publish Notice to Bidders and Notice of Public of Hearing: April 1, 2022
4. Bid Opening (10:30 A.M., Public Services Building): April 12, 2022
5. Public Hearing and Award Contract: April 18, 2022
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost, review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: ??No

This project is included in the City's current Capital Improvements Program with construction scheduled for 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 April 12, 2022 and setting the public hearing date as April 18, 2022 for the 2022 Asphalt Street Resurfacing Program - SW Ordinance Road 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 March 25, 2022 and to be published in the Des Moines Register on April 1, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the

2022 Asphalt Street Resurfacing Program - SW Ordnance Road project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 4/12/22 @ 10:30 AM / date of hrg: 4/18/22 @ 5:30 PM)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice to Bidders and Notice of Public Hearing
 Location map
 Resolution

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2022 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD
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 Asphalt Street Resurfacing Program – SW Ordinance Road** project at its meeting at **5:30 P.M. on the 18th day of April, 2022**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **12th day of April, 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 12th day of April, 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 18th day of April, 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 be commenced any time after a written Notice to Proceed is issued, **no earlier than June 6, 2022 and no later than June 27, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in May 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, 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 Public Works 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 515-963-3520 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

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 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The 2022 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from SW Railroad Drive to South Ankeny Boulevard in the City of Ankeny.

The improvements include approximately 425 CY of Class 13 excavation, 350 CY of topsoil import, 5,475 SY of asphalt milling, 200 SY of full depth PCC patching, 1675 TON of hot mix asphalt (HMA), 80 STA of pavement markings, removal and replacement of sidewalk, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and 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 substantially complete the project no later than **July 29, 2022**. Substantially complete shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the project no later than **August 19, 2022**. Fully complete shall be defined as all work, including pavement markings and surface restoration, 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 **21st day of March, 2022**.

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **25th day of March, 2022**.

Published in the Des Moines Register the **1st day of April, 2022**.



Project Location

1 in = 200 ft
Date: 3/10/2022



2022 Asphalt Street Resurfacing Program - SW Ordinance Road
Map is for Locational Purposes Only.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD, 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 ORDERING CONSTRUCTION OF THE 2022
ASPHALT STREET RESURFACING PROGRAM -SW
ORDNANCE ROAD, 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 Asphalt Street Resurfacing Program -SW Ordinance Road; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2022 Asphalt Street Resurfacing Program -SW Ordinance Road, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted

Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The 2022 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from SW Railroad Drive to South Ankeny Boulevard in the City of Ankeny.

The improvements include approximately 425 CY of Class 13 excavation, 350 CY of topsoil import, 5,475 SY of asphalt milling, 200 SY of full depth PCC patching, 1675 TON of hot mix asphalt (HMA), 80 STA of pavement markings, removal and replacement of sidewalk, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to April 12, 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 April 18, 2022, at 5:30 P.M.

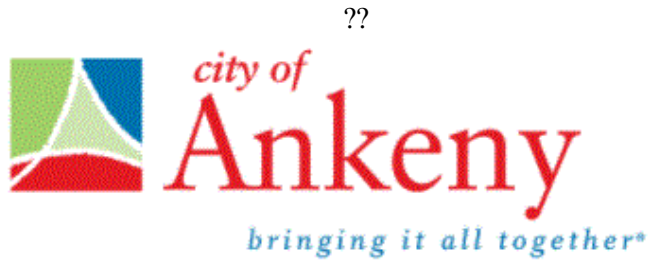
BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more 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 April 18, 2022.

PASSED AND APPROVED this 21st day of March, 2022.

Mayor

ATTEST:

Records Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Proposed NE Crestmoor Sanitary Sewer Replacement
Professional Services Agreement with Nilles Associates, Inc. (Nilles)

EXECUTIVE SUMMARY:
The action before the City Council is the approval of a Professional Services Agreement with Nilles Associates, Inc., for design engineering and bidding phase services needed for the NE Crestmoor Sanitary Sewer Replacement Project.

This project will include the removal and replacement of approximately 600 lineal feet of 8" diameter sanitary sewer along NE Crestmoor Place between NE 7th Street and NE 9th Street.

FISCAL IMPACT: ??No
The project is included in the City's 2022 - 2026 Capital Improvement Program with design scheduled to

be completed in 2022 and construction in 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Nilles, for the design engineering and bidding phase services on the NE Crestmoor Sanitary Sewer Replacement Project in an amount not to exceed \$37,700.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to approve the Professional Services Agreement with Nilles, for the design engineering and bidding phase services on the NE Crestmoor Sanitary Sewer Replacement Project in an amount not to exceed \$37,700.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 21, 2022 ("Effective Date") between
CITY OF ANKENY, IOWA ("Owner") and
NILLES ASSOCIATES, INC. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
NE CRESTMOOR SANITARY SEWER REPLACEMENT

("Project").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. **[NOT USED]**
- B. **[NOT USED]**
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 **[NOT USED]**

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;

- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. **[NOT USED]**
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 **[NOT USED]**

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. **[NOT USED]**
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 **[NOT USED]**

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and

expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of ten years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 - 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as part of A1.06 Post-Construction Phase services and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D with the future Construction Amendment.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, **[NOT USED]**
- E. Exhibit E, **[NOT USED]**
- F. Exhibit F, **[NOT USED]**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, **[NOT USED]**
- J. Exhibit J, **[NOT USED]**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

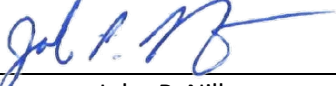
- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF ANKENY

Engineer: NILLES ASSOCIATES, INC.

By: _____
Print name: Mark E. Holm
Title: Mayor
Date Signed: _____

By: _____
Print name: John P. Nilles
Title: President
Date Signed: 3/21/2022

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

1210 NW Prairie Ridge Dr.
Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A):
Don Clark, P.E.
Title: Director of Municipal Utilities
Phone Number: 515-963-3529
E-Mail Address: DClark@AnkenyIowa.gov

1250 SW State Street, Suite A
Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A):
Jake Nilles, PE, CPESC
Title: Project Manager
Phone Number: 515-360-3070
E-Mail Address: jaken@nillesinc.com

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Concept Phase [NOT USED]

A1.02 Preliminary Design Phase

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria and preliminary drawings. Refer to Exhibit A-1 for project description and map.
2. **[NOT USED]**
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Perform design locate request via Iowa One Call and include field locates in topographic mapping. Analyze existing street pavement with the project boundary, and advise Owner if additional pavement should be replaced.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. **[NOT USED]**
7. Prepare an opinion of probable Construction Cost.
8. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Preliminary plans showing proposed sanitary sewer layout.
 - b. One Utility Coordination Meeting.
 - c. One Preliminary Design Review Meeting.
 - d. If required, prepare documents for Construction Easement Documents.
9. Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner for review.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. [NOT USED]

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. **[NOT USED]**
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. **[NOT USED]**
6. **[NOT USED]**
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner. City of Ankeny standard front-end documents, SUDAS Supplemental Specifications, and SWPPP template will be used for part of the specifications.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. Final design plans to include the following:
 - 1) Demolition/removals plan.
 - 2) Erosion Control Plan/SWPPP.
 - 3) Coordination with franchise utilities.
 - 4) Final sanitary sewer location.
 - b. Prepare and submit Iowa Department of Natural Resources construction permits for sanitary sewer.
10. Furnish for review by Owner a copy of the Construction Contract Documents.

11. Revise the final Construction Contract Documents in accordance with comments and instructions from the Owner, as appropriate.

B. **[NOT USED]**

C. **[NOT USED]**

D. **[NOT USED]**

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents. Quest CDN will be used for bid document distribution.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. **[NOT USED]**
 6. **[NOT USED]**
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts and bonds for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. **[NOT USED]**
 9. **[NOT USED]**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase* **[NOT USED]**

A1.06 *Post-Construction Phase* **[NOT USED]**

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 3. Furnishing services of Consultants for other than Basic Services.
 4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

A2.02 *Additional Services Not Requiring Owner's Written Authorization* **[NOT USED]**

PART 3 – PROJECT SCHEDULE

- | | |
|-------------------------|--------------------------|
| a. 07/15/2022 | Submit Preliminary Plans |
| b. 09/16/2022 | Submit Final Plans |
| c. Late 2022/Early 2023 | Bid Date |

EXHIBIT A-1

2022 - 2026 Capital Improvement Program

2022 *thru* 2026

City of Ankeny, Iowa

Department Sewer Utility
Contact Municipal Utilities Director
Type Replacement
Useful Life 40 years
Category Sanitary Sewers

Project # SNS-22-002
Project Name NE Crestmoor Sanitary Sewer Replacement

Description

Installation of approximately 600 LF of 8" sanitary sewer along NE Crestmoor Place, between NE 7th Street and NE 9th Street. This replacement project will utilize open-cut construction within the ROW.

Justification

This project is necessary due to the deterioration of the existing vitrified clay pipe which is nearing its useful lifespan. Several locations within this segment of pipe have sags ranging between 30-50%. Replacement is necessary in order to eliminate future backups which could adversely impact upstream development. With the proposed alignment located within the pavement, half-street improvements (paving, curb & gutter) will also need to be replaced.

Expenditures	2022	2023	2024	2025	2026	Total
Engineering-Design	38,200					38,200
Engineering-Construction Services		31,820				31,820
Construction Costs		349,990				349,990
Total	38,200	381,810				420,010
Funding Sources	2022	2023	2024	2025	2026	Total
Sewer Fund	38,200	381,810				420,010
Total	38,200	381,810				420,010

Budget Impact/Other

It is anticipated that construction of this project should have an immediate benefit to the sanitary sewer within this area by increasing system capacity, and reducing the frequency of basement backups. This should result in a reduced need for inspection and maintenance.

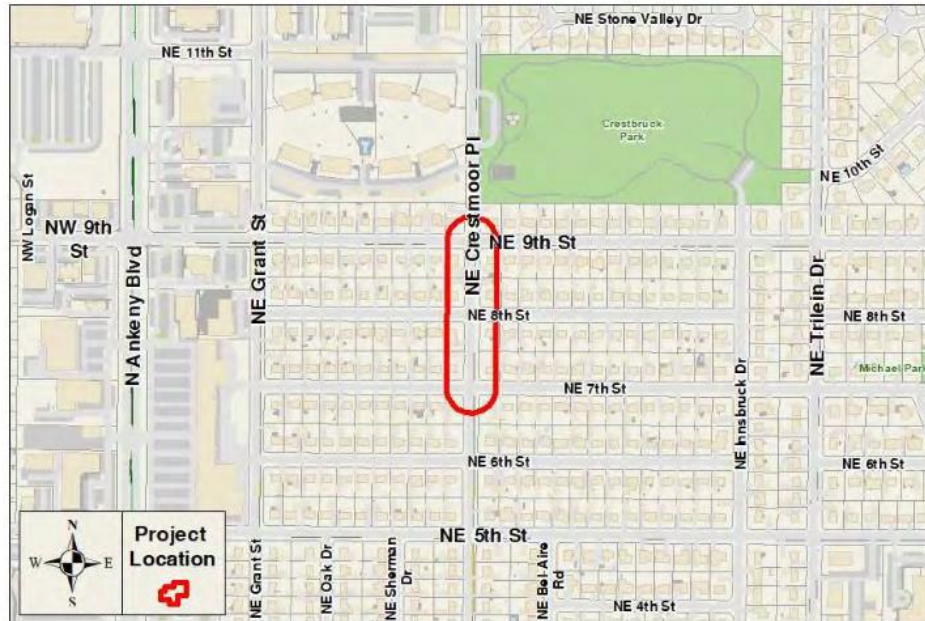
EXHIBIT A-1

2022 - 2026 Capital Improvement Program
City of Ankeny, Iowa

2022 *thru* 2026

Department Sewer Utility
Contact Municipal Utilities Director

Project #	SNS-22-002
Project Name	NE Crestmoor Sanitary Sewer Replacement



This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Standard Hourly Rates are attached to this Exhibit C as Appendix 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$37,700 based on the following estimated distribution of compensation:

a. Concept Phase	[NOT USED]
b. Preliminary Design Phase	\$22,200
c. Final Design Phase	\$11,000
d. Bidding or Negotiating Phase	\$4,500
e. Construction Phase	[NOT USED]
f. Post-Construction Phase	[NOT USED]
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.

7. **[NOT USED]**

8. **[NOT USED]**

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses.
- B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C2.03 **[NOT USED]**

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Engineer VII	\$140.00
Engineer VI	130.00
Engineer V	115.00
Engineer IV	105.00
Engineer III	95.00
Engineer II	85.00
Engineer I	75.00
Landscape Architect V	125.00
Landscape Architect IV	115.00
Landscape Architect III	105.00
Landscape Architect II	95.00
Landscape Architect I	85.00
Land Surveyor VI	125.00
Land Surveyor V	115.00
Land Surveyor IV	100.00
Land Surveyor III	90.00
Land Surveyor II	80.00
Land Surveyor I	70.00
Technician VI	95.00
Technician V	85.00
Technician IV	75.00
Technician III	70.00
Technician II	65.00
Technician I	60.00
Administrative	65.00

Exhibit G

City of Ankeny Insurance Requirements for Professional Services

1. Nilles Associates, 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 G - 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 G - 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 G - A

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

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

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT K**, consisting of _____ pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated March 21, 2022.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data:

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment:

Description of Modifications:

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

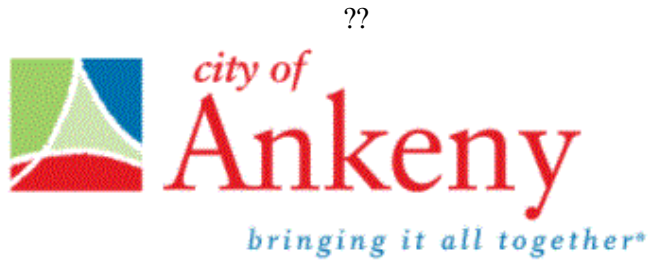
Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

??

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Proposed Adoption of Budget and Certification of Taxes for Fiscal Year July 1, 2022 - June 30, 2023 (PH 2022-33)

EXECUTIVE SUMMARY:
The proposed Fiscal Year 2023 Budget includes a reduction in the City's property tax rate from \$9.95 to \$9.90 per \$1,000 of taxable property valuation.

FISCAL IMPACT: ??Yes

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
Public information meeting was held on March 10, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION adopting the proposed budget for Fiscal Year July 1, 2022 - June 30 2023.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 FY 2023 Budget

RESOLUTION

A RESOLUTION ADOPTING THE PROPOSED BUDGET FOR FISCAL YEAR JULY 1, 2022 – JUNE 30, 2023

WHEREAS, a notice of public hearing concerning the proposed budget for Fiscal Year July 1, 2022 – June 30, 2023 was published as required; and

WHEREAS, upon consideration of the proposed budget for Fiscal Year July 1, 2022 – June 30, 2023, the City Council opened the public hearing and heard taxpayers, for and against the proposed budget; and

WHEREAS, the City Council, after hearing all taxpayers wishing to be heard, and considering the statements made, considered the proposed budget for Fiscal Year July 1, 2022 – June 30, 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposed budget for Fiscal Year July 1, 2022 – June 30, 2023 for the City of Ankeny, Iowa as attached, be adopted.

Passed and approved the 21st day of March, 2022.

Mark E. Holm, Mayor

Attest:

Mandy Hanson, Records Clerk

FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of: ANKENY County Name: POLK COUNTY

Adopted On: 3/21/2022 Resolution: 2022-146

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

		With Gas & Electric		Without Gas & Electric	
Regular	2a	4,476,429,489	2b	4,443,972,513	
DEBT SERVICE	3a	4,827,690,725	3b	4,795,233,749	
Ag Land	4a	4,327,878			

City Number: 77-714
Last Official Census: 67,887

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	27,544,814	27,345,096	43 6.15330
Non-Voted Other Permissible Levies							
Contract for use of Bridge	0.67500			6		0	44 0.00000
Opr & Maint publicly owned Transit	0.95000			7		0	45 0.00000
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46 0.00000
Opr & Maint of City owned Civic Center	0.13500			9		0	47 0.00000
Planning a Sanitary Disposal Project	0.06750			10		0	48 0.00000
Aviation Authority (under sec.330A.15)	0.27000			11	656,692	651,931	49 0.14670
Levee Impr. fund in special charter city	0.06750			13		0	51 0.00000
Liability, property & self insurance costs	Amt Nec			14		0	52 0.00000
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462		0	465 0.00000
Voted Other Permissible Levies							
Instrumental/Vocal Music Groups	0.13500			15		0	53 0.00000
Memorial Building	0.81000			16		0	54 0.00000
Symphony Orchestra	0.13500			17		0	55 0.00000
Cultural & Scientific Facilities	0.27000			18		0	56 0.00000
County Bridge	As Voted			19		0	57 0.00000
Missi or Missouri River Bridge Const.	1.35000			20		0	58 0.00000
Aid to a Transit Company	0.03375			21		0	59 0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60 0.00000
City Emergency Medical District	1.00000			463		0	466 0.00000
Support Public Library	0.27000			23		0	61 0.00000
Unified Law Enforcement	1.50000			24		0	62 0.00000
Total General Fund Regular Levies (5 thru 24)				25	28,201,506	27,997,027	
Ag Land	3.00375			26	13,000	13,000	63 3.00375
Total General Fund Tax Levies (25 + 26)				27	28,214,506	28,010,027	
Special Revenue Levies							
Emergency (if general fund at levy limit)	0.27000			28		0	64 0.00000
Police & Fire Retirement	Amt Nec			29	2,462,036	2,444,185	0.55000
FICA & IPERS (if general fund at levy limit)	Amt Nec			30		0	0.00000
Other Employee Benefits	Amt Nec			31		0	0.00000
Total Employee Benefit Levies (29,30,31)				32	2,462,036	2,444,185	65 0.55000
Sub Total Special Revenue Levies (28+32)				33	2,462,036	2,444,185	
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation				
SSMID 1		0	0	34		0	66 0.00000
SSMID 2		0	0	35		0	67 0.00000
SSMID 3		0	0	36		0	68 0.00000
SSMID 4		0	0	37		0	69 0.00000
SSMID 5		0	0	555		0	565 0.00000
SSMID 6		0	0	556		0	566 0.00000
SSMID 7		0	0	1177		0	1179 0.00000
SSMID 8		0	0	1185		0	1187 0.00000
Total Special Revenue Levies				39	2,462,036	2,444,185	
Debt Service Levy 76.10(6)	Amt Nec			40	14,724,457	14,625,463	70 3.05000
Capital Projects (Capital Improv. Reserve)	0.67500			41		0	71 0.00000
Total Property Taxes (27+39+40+41)				42	45,400,999	45,079,675	72 9.90000

(Signature)

(Date)

(County Auditor)

(Date)

NOTICE OF PUBLIC HEARING - CITY OF ANKENY - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

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

Meeting Date: 3/7/2022 **Meeting Time:** 05:30 PM **Meeting Location:** Ankeny Kirkendall Public Library - City Council Chambers

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

City Website (if available)
www.ankenyiowa.gov

City Telephone Number
 (515) 965-6400

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	4,148,735,891	4,476,429,489	4,476,429,489	
Tax Levies:				
Regular General	25,099,852	25,099,852	27,544,814	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			0	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement	2,281,805	2,281,805	2,462,036	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	27,381,657	27,381,657	30,006,850	9.58
Tax Rate	6.60000	6.11685	6.70330	

Explanation of significant increases in the budget:

The fiscal year July 1, 2022 - June 30, 2023 property tax levy is proposed to decrease from \$9.95 to \$9.90 per \$1,000 of taxable property tax valuation. The aviation authority and debt service property tax levies are not reflected in the table above, which both include a reduction in the property tax levies. Additional revenues will be used to address increased service demands due to the City's growth.

If applicable, the above notice also available online at:

www.ankenyiowa.gov/our-city/budget

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

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

FUND BALANCE

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2021									
Beginning Fund Balance July 1	1 21,430,563	12,230,795	2,295,327	1,701,107	47,810,445	0	85,468,237	43,350,329	128,818,566
Actual Revenues Except Beg Balance	2 39,809,828	14,567,368	8,780,810	40,255,991	22,645,343	0	126,059,340	50,659,203	176,718,543
Actual Expenditures Except End Balance	3 33,783,234	11,432,650	9,052,889	40,288,141	29,267,321	0	123,824,235	43,986,730	167,810,965
Ending Fund Balance June 30	4 27,457,157	15,365,513	2,023,248	1,668,957	41,188,467	0	87,703,342	50,022,802	137,726,144
Re-Estimated FY 2022									
Beginning Fund Balance	5 27,457,157	15,365,513	2,023,248	1,668,957	41,188,467	0	87,703,342	50,022,802	137,726,144
Re-Est Revenues	6 40,391,339	10,841,225	8,992,846	38,117,763	28,875,233	0	127,218,406	53,291,796	180,510,202
Re-Est Expenditures	7 40,863,375	13,262,438	9,008,551	38,022,650	37,932,863	0	139,089,877	53,823,221	192,913,098
Ending Fund Balance	8 26,985,121	12,944,300	2,007,543	1,764,070	32,130,837	0	75,831,871	49,491,377	125,323,248
Budget FY 2023									
Beginning Fund Balance	9 26,985,121	12,944,300	2,007,543	1,764,070	32,130,837	0	75,831,871	49,491,377	125,323,248
Revenues	10 43,699,724	11,220,597	10,226,657	24,190,928	16,829,858	0	106,167,764	56,876,528	163,044,292
Expenditures	11 44,723,222	12,298,795	9,851,397	24,277,332	25,434,161	0	116,584,907	55,356,020	171,940,927
Ending Fund Balance	12 25,961,623	11,866,102	2,382,803	1,677,666	23,526,534	0	65,414,728	51,011,885	116,426,613

LOCAL EMC SUPPORT

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

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

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	35,641	35,383
Support of a Local Emerg Mgmt. Comm.	0	0
TOTAL FOR FY 2023	35,641	35,383

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: ANKENY
Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY									
Police Department/Crime Prevention	1 10,596,017	2,557,958						13,153,975	11,546,753
Jail	2							0	0
Emergency Management	3 92,944							92,944	54,893
Flood Control	4							0	0
Fire Department	5 4,303,990	7,000						4,310,990	3,792,927
Ambulance	6 5,104,683							5,104,683	4,425,862
Building Inspections	7 1,943,734							1,943,734	1,681,025
Miscellaneous Protective Services	8 96,839							96,839	150,670
Animal Control	9 22,000							22,000	6,576
Other Public Safety	10							0	0
TOTAL (lines 1 - 10)	11 22,160,207	2,564,958				0		24,725,165	21,658,706
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12	4,411,907						4,411,907	3,809,511
Parking - Meter and Off-Street	13							0	0
Street Lighting	14	693,000						693,000	643,718
Traffic Control and Safety	15	1,447,482						1,447,482	1,054,365
Snow Removal	16	849,701						849,701	678,110
Highway Engineering	17							0	0
Street Cleaning	18							0	0
Airport (if not Enterprise)	19 637,576							637,576	597,335
Garbage (if not Enterprise)	20							0	0
Other Public Works	21							0	0
TOTAL (lines 12 - 21)	22 637,576	7,402,090				0		8,039,666	6,783,039
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26							0	0
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29 7,000							7,000	2,725
TOTAL (lines 23 - 29)	30 7,000	0				0		7,000	2,725
CULTURE & RECREATION									
Library Services	31 2,469,866	39,000						2,508,866	2,137,105
Museum, Band and Theater	32							0	0
Parks	33 2,066,219	14,640						2,080,859	1,728,598
Recreation	34 1,969,312	7,000						1,976,312	1,446,485
Cemetery	35 600							600	1,200
Community Center, Zoo, & Marina	36 231,599							231,599	20,898
Other Culture and Recreation	37 2,218,231							2,218,231	1,167,511
TOTAL (lines 31 - 37)	38 8,955,827	60,640				0		9,016,467	6,501,797

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: ANKENY
Fiscal Year July 1, 2021 - June 30, 2022

	GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
	COMMUNITY & ECONOMIC DEVELOPMENT									
	Community Beautification	39								
	Economic Development	40	436,647						436,647	318,374
	Housing and Urban Renewal	41	13,208						13,208	27,969
	Planning & Zoning	42	1,127,227						1,127,227	846,654
	Other Com & Econ Development	43	914,386						914,386	688,693
	TIF Rebates	44		1,974,910					1,974,910	1,671,477
	TOTAL (lines 39 - 44)	45	2,491,468	0	1,974,910		0		4,466,378	3,553,167
	GENERAL GOVERNMENT									
	Mayor, Council, & City Manager	46	1,339,012						1,339,012	930,166
	Clerk, Treasurer, & Finance Adm.	47	1,006,204						1,006,204	940,210
	Elections	48							0	0
	Legal Services & City Attorney	49							0	0
	City Hall & General Buildings	50	89,545						89,545	68,294
	Tort Liability	51							0	0
	Other General Government	52	2,323,686						2,323,686	1,807,890
	TOTAL (lines 46 - 52)	53	4,758,447	0	0	38,022,650	0		4,758,447	3,746,560
	DEBT SERVICE									
	Gov Capital Projects	54				29,979,312			38,022,650	40,288,141
	TIF Capital Projects	55				7,953,551			29,979,312	23,253,282
	TOTAL CAPITAL PROJECTS	56				37,932,863	0		7,953,551	4,734,253
	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	57	0	0	0	37,932,863	0		37,932,863	27,987,535
	BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF	58	39,010,525	10,027,688	1,974,910	38,022,650	0		126,968,636	110,521,670
	Water Utility	59						14,638,939	14,638,939	10,071,176
	Sewer Utility	60						9,497,937	9,497,937	15,635,166
	Electric Utility	61							0	0
	Gas Utility	62							0	0
	Airport	63							0	0
	Landfill/Garbage	64							0	0
	Transit	65							0	0
	Cable TV, Internet & Telephone	66							0	0
	Housing Authority	67							0	0
	Storm Water Utility	68						962,829	962,829	767,311
	Other Business Type (city hosp., ISF, parking, etc.)	69						3,231,571	3,231,571	2,600,248
	Enterprise DEBT SERVICE	70						9,379,317	9,379,317	3,895,197
	Enterprise CAPITAL PROJECTS	71						14,097,884	14,097,884	4,310,108
	Enterprise TIF CAPITAL PROJECTS	72							0	0
	TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73						51,808,477	51,808,477	37,279,206
	TOTAL ALL EXPENDITURES (lines 58+73)	74	39,010,525	10,027,688	1,974,910	38,022,650	0	51,808,477	178,777,113	147,800,876
	Regular Transfers Out	75	1,852,850	3,234,750				2,014,744	7,102,344	12,628,677
	Internal TIF Loan Transfers Out	76			7,033,641				7,033,641	7,381,412
	Total ALL Transfers Out	77	1,852,850	3,234,750	7,033,641	0	0	2,014,744	14,135,985	20,010,089
	Total Expenditures and Other Fin Uses (lines 74+77)	78	40,863,375	13,262,438	9,008,551	38,022,650	0	53,823,221	192,913,098	167,810,965
	Ending Fund Balance June 30	79	26,985,121	12,944,300	2,007,543	1,764,070	0	49,491,377	125,323,248	137,726,144

RE-ESTIMATED REVENUES DETAIL

City Name: ANKENY

Fiscal Year July 1, 2021 - June 30, 2022

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
Taxes Levied on Property	1 25,549,280	2,265,320		14,164,758				41,979,358	39,366,198
Less: Uncollected Property Taxes - Levy Year	2							0	0
Net Current Property Taxes (line 1 minus line 2)	3 25,549,280	2,265,320		14,164,758	0			41,979,358	39,366,198
Delinquent Property Taxes	4							0	303,020
TIF Revenues	5		8,987,846					8,987,846	8,761,953
Other City Taxes:									
Utility Tax Replacement Excise Taxes	6 185,825	16,485		95,910				298,220	261,791
Utility franchise tax (Iowa Code Chapter 364.2)	7 1,586,000							1,586,000	1,615,854
Parimutuel wager tax	8							0	0
Gaming wager tax	9							0	0
Mobile Home Taxes	10 15,300	1,000		8,000				24,300	25,776
Hotel/Motel Taxes	11 1,209,000							1,209,000	834,306
Other Local Option Taxes	12							0	0
Subtotal - Other City Taxes (lines 6 thru 12)	13 2,996,125	17,485		103,910	0			3,117,520	2,737,727
Licenses & Permits	14 2,377,600						101000	2,478,600	3,200,620
Use of Money & Property	15 389,734	12,000	5,000	4,000	220,000		135,476	766,210	1,107,198
Intergovernmental:									
Federal Grants & Reimbursements	16 177,197	11,605			2,539,510		3,225,944	5,954,256	4,914,980
Road Use Taxes	17	8,301,190						8,301,190	8,171,259
Other State Grants & Reimbursements	18 700,156	57,740		360,860	1,687,424			2,806,180	3,441,446
Local Grants & Reimbursements	19 690,027	38,760			1,750,000			2,478,787	2,526,652
Subtotal - Intergovernmental (lines 16 thru 19)	20 1,567,380	8,409,295	0	360,860	5,976,934		3,225,944	19,540,413	19,054,337
Charges for Fees & Service:									
Water Utility	21						16,578,192	16,578,192	16,133,811
Sewer Utility	22						17,360,187	17,360,187	18,605,448
Electric Utility	23							0	0
Gas Utility	24							0	0
Parking	25							0	0
Airport	26							0	0
Landfill/Garbage	27							0	0
Hospital	28							0	0
Transit	29							0	0
Cable TV, Internet & Telephone	30							0	0
Housing Authority	31							0	0
Storm Water Utility	32						3,216,572	3,216,572	3,031,004
Other Fees & Charges for Service	33 4,967,368	20,000					2,440,000	7,427,368	6,585,844
Subtotal - Charges for Service (lines 21 thru 33)	34 4,967,368	20,000		0	0	0	39,594,951	44,582,319	44,356,107
Special Assessments	35							0	30,128
Miscellaneous	36 652,852	117,125			1,753,299		2,845,000	5,368,276	8,722,371
Other Financing Sources:									
Regular Operating Transfers In	37 1,891,000			1,790,594	3,405,000		15,750	7,102,344	12,628,677
Internal TIF Loan Transfers In	38			7,033,641				7,033,641	7,381,412
Subtotal ALL Operating Transfers In	39 1,891,000	0	0	8,824,235	3,405,000	0	15,750	14,135,985	20,010,089
Proceeds of Debt (Excluding TIF Internal Borrowing)	40			14,660,000	17,520,000		7,373,675	39,553,675	29,068,795
Proceeds of Capital Asset Sales	41							0	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42 1,891,000	0	0	23,484,235	20,925,000	0	7,389,425	53,689,660	49,078,884
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43 40,391,339	10,841,225	8,992,846	38,117,763	28,875,233	0	53,291,796	180,510,202	176,718,543
Beginning Fund Balance July 1	44 27,457,157	15,365,513	2,023,248	1,668,957	41,188,467	0	50,022,802	137,726,144	128,818,566
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45 67,848,496	26,206,738	11,016,094	39,786,720	70,063,700	0	103,314,598	318,236,346	305,537,109

EXPENDITURES SCHEDULE PAGE 1

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY										
Police Department/Crime Prevention	1 11,713,155	2,641,371						14,354,526	13,153,975	11,546,753
Jail	2							0	0	0
Emergency Management	3 62,641							62,641	92,944	54,893
Flood Control	4							0	0	0
Fire Department	5 4,665,152	14,000						4,679,152	4,310,990	3,792,927
Ambulance	6 5,766,669							5,766,669	5,104,683	4,425,862
Building Inspections	7 2,046,847							2,046,847	1,943,734	1,681,025
Miscellaneous Protective Services	8 101,681							101,681	96,839	150,670
Animal Control	9 22,000							22,000	22,000	6,576
Other Public Safety	10							0	0	0
TOTAL (lines 1 - 10)	11 24,378,145	2,655,371				0		27,033,516	24,725,165	21,658,706
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12							4,412,227	4,411,907	3,809,511
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14							704,000	693,000	643,718
Traffic Control and Safety	15							1,353,006	1,447,482	1,054,365
Snow Removal	16							1,025,628	849,701	678,110
Highway Engineering	17							0	0	0
Street Cleaning	18							0	0	0
Airport	19 669,455							669,455	637,576	597,335
Garbage (if not Enterprise)	20							0	0	0
Other Public Works	21							0	0	0
TOTAL (lines 12 - 21)	22 669,455	7,494,861				0		8,164,316	8,039,666	6,783,039
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	7,000	2,725
TOTAL (lines 23 - 29)	30 0	0				0		0	7,000	2,725
CULTURE & RECREATION										
Library Services	31 2,648,283	30,000						2,678,283	2,508,866	2,137,105
Museum, Band and Theater	32							0	0	0
Parks	33							2,127,877	2,080,859	1,728,598
Recreation	34 2,092,495	35,980						2,128,475	1,976,312	1,446,485
Cemetery	35 600							600	600	1,200
Community Center, Zoo, & Marina	36 502,732							502,732	231,599	20,898
Other Culture and Recreation	37 2,491,066							2,491,066	2,218,231	1,167,511
TOTAL (lines 31 - 37)	38 9,852,053	76,980				0		9,929,033	9,016,467	6,501,797

EXPENDITURES SCHEDULE PAGE 2

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39							0	0	0
Economic Development	40	375,642						375,642	436,647	318,374
Housing and Urban Renewal	41	33,454						33,454	13,208	27,969
Planning & Zoning	42	1,242,140						1,242,140	1,127,227	846,654
Other Com & Econ Development	43	1,021,654						1,021,654	914,386	688,693
TIF Rebates	44		2,627,046					2,627,046	1,974,910	1,671,477
TOTAL (lines 39 - 44)	45	2,672,890	0	2,627,046		0		5,299,936	4,466,378	3,553,167
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	1,714,689						1,714,689	1,339,012	930,166
Clerk, Treasurer, & Finance Adm.	47	1,079,192						1,079,192	1,006,204	940,210
Elections	48							0	0	0
Legal Services & City Attorney	49							0	0	0
City Hall & General Buildings	50	88,837						88,837	89,545	68,294
Tort Liability	51							0	0	0
Other General Government	52	2,453,111						2,453,111	2,323,686	1,807,890
TOTAL (lines 46 - 52)	53	5,335,829	0	0		0		5,335,829	4,758,447	3,746,560
DEBT SERVICE										
Gov Capital Projects	54			24,277,332				24,277,332	38,022,650	40,288,141
TIF Capital Projects	55				19,793,889			19,793,889	29,979,312	23,253,282
TOTAL CAPITAL PROJECTS	56				5,358,672			5,358,672	7,953,551	4,734,253
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	57	0	0	0	25,152,561	0		25,152,561	37,932,863	27,987,535
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							13,519,551	14,638,939	10,071,176
Sewer Utility	60							13,942,990	9,497,937	15,635,166
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							0	0	0
Landfill/Garbage	64							0	0	0
Transit	65							0	0	0
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68							1,084,877	962,829	767,311
Other Business Type (city hosp., ISF, parking, etc.)	69							3,436,738	3,231,571	2,600,248
Enterprise DEBT SERVICE	70							1,633,758	9,379,317	3,895,197
Enterprise CAPITAL PROJECTS	71							19,161,984	14,097,884	4,310,108
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							52,779,898	51,808,477	37,279,206
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	42,908,372	10,227,212	24,277,332	25,152,561	0		52,779,898	157,972,421	147,800,876
Regular Transfers Out	75	1,814,850	2,071,583		281,600			2,576,122	7,102,344	12,628,677
Internal TIF Loan / Repayment Transfers Out	76							7,224,351	7,033,641	7,381,412
Total ALL Transfers Out	77	1,814,850	2,071,583	0	281,600	0		2,576,122	14,135,985	20,010,089
Total Expenditures & Fund Transfers Out (lines 74+77)	78	44,723,222	12,298,795	24,277,332	25,434,161	0		55,356,020	192,913,098	167,810,965
Ending Fund Balance June 30	79	25,961,623	11,866,102	1,677,666	23,526,534	0		51,011,885	125,323,248	137,726,144

REVENUES DETAIL

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
REVENUES & OTHER FINANCING SOURCES											
		1	28,010,027	2,444,185			0		45,079,675	41,979,358	39,366,198
		2			14,625,463					0	0
		3	28,010,027	2,444,185			0		45,079,675	41,979,358	39,366,198
		4								0	303,020
		5			10,221,657				10,221,657	8,987,846	8,761,953
		6	204,479	17,851	98,994		0		321,324	298,220	261,791
		7	1,593,000						1,593,000	1,586,000	1,615,854
		8								0	0
		9								0	0
		10	15,300	1,000	8,000				24,300	24,300	25,776
		11	1,370,000						1,370,000	1,209,000	834,306
		12								0	0
		13	3,182,779	18,851	106,994		0		3,308,624	3,117,520	2,737,727
		14	2,247,600					101,000	2,348,600	2,478,600	3,200,620
		15	376,339	12,000	5,000	4,000	50,000	129,918	577,257	766,210	1,107,198
		16	40,000				936,089		976,089	5,954,256	4,914,980
		17		8,587,706					8,587,706	8,301,190	8,171,259
		18	562,675	46,411	277,565	1,202,269		150,000	2,238,920	2,806,180	3,441,446
		19	754,037	31,064					785,101	2,478,787	2,526,652
		20	1,356,712	8,665,181	0	277,565	2,138,358	150,000	12,587,816	19,540,413	19,054,337
		21						17,509,420	17,509,420	16,578,192	16,133,811
		22						16,625,436	16,625,436	17,360,187	18,605,448
		23								0	0
		24								0	0
		25								0	0
		26								0	0
		27								0	0
		28								0	0
		29								0	0
		30								0	0
		31								0	0
		32						3,296,869	3,296,869	3,216,572	3,031,004
		33	5,195,081	20,000				2,487,000	7,702,081	7,427,368	6,585,844
		34	5,195,081	20,000	0		0	39,918,725	45,133,806	44,582,319	44,356,107
		35								0	30,128
		36	588,586	60,380			941,500	2,849,000	4,439,466	5,368,276	8,722,371
		37	2,742,600		1,952,555	2,040,000		9,000	6,744,155	7,102,344	12,628,677
		38			7,224,351				7,224,351	7,033,641	7,381,412
		39	2,742,600	0	0	9,176,906	2,040,000	9,000	13,968,506	14,135,985	20,010,089
		40					11,660,000	13,718,885	25,378,885	39,553,675	29,068,795
		41								0	0
		42	2,742,600	0	0	9,176,906	13,700,000	13,727,885	39,347,391	53,689,660	49,078,884
		43	43,699,724	11,220,597	10,226,657	24,190,928	16,829,858	56,876,528	163,044,292	180,510,202	176,718,543
		44	26,985,121	12,944,300	2,007,543	1,764,070	32,130,837	49,491,377	125,323,248	137,726,144	128,818,566
		45	70,684,845	24,164,897	12,234,200	25,954,998	48,960,695	106,367,905	288,367,540	318,236,346	305,537,109

ADOPTED BUDGET SUMMARY

City Name: ANKENY

Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
Revenues & Other Financing Sources										
Taxes Levied on Property	1 28,010,027	2,444,185		14,625,463	0	0		45,079,675	41,979,358	39,366,198
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0	0		0	0	0
Net Current Property Taxes	3 28,010,027	2,444,185		14,625,463	0	0		45,079,675	41,979,358	39,366,198
Delinquent Property Taxes	4 0	0		0	0	0		0	0	303,020
TIF Revenues	5		10,221,657					10,221,657	8,987,846	8,761,953
Other City Taxes	6 3,182,779	18,851		106,994	0	0		3,308,624	3,117,520	2,737,727
Licenses & Permits	7 2,247,600	0					101,000	2,348,600	2,478,600	3,200,620
Use of Money and Property	8 376,339	12,000	5,000	4,000	50,000	0	129,918	577,257	766,210	1,107,198
Intergovernmental	9 1,356,712	8,665,181	0	277,565	2,138,358		150,000	12,587,816	19,540,413	19,054,337
Charges for Fees & Service	10 5,195,081	20,000		0	0	0	39,918,725	45,133,806	44,582,319	44,356,107
Special Assessments	11 0	0		0	0	0	0	0	0	30,128
Miscellaneous	12 588,586	60,380		0	941,500	0	2,849,000	4,439,466	5,368,276	8,722,371
Sub-Total Revenues	13 40,957,124	11,220,597	10,226,657	15,014,022	3,129,858	0	43,148,643	123,696,901	126,820,542	127,639,659
Other Financing Sources:										
Total Transfers In	14 2,742,600	0	0	9,176,906	2,040,000	0	9,000	13,968,506	14,135,985	20,010,089
Proceeds of Debt	15 0	0	0	0	11,660,000		13,718,885	25,378,885	39,553,675	29,068,795
Proceeds of Capital Asset Sales	16 0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17 43,699,724	11,220,597	10,226,657	24,190,928	16,829,858	0	56,876,528	163,044,292	180,510,202	176,718,543
Expenditures & Other Financing Uses										
Public Safety	18 24,378,145	2,655,371	0			0		27,033,516	24,725,165	21,658,706
Public Works	19 669,455	7,494,861	0	0		0		8,164,316	8,039,666	6,783,039
Health and Social Services	20 0	0	0	0		0		0	7,000	2,725
Culture and Recreation	21 9,852,053	76,980	0	0		0		9,929,033	9,016,467	6,501,797
Community and Economic Development	22 2,672,890	0	2,627,046			0		5,299,936	4,466,378	3,553,167
General Government	23 5,335,829	0	0	0		0		5,335,829	4,758,447	3,746,560
Debt Service	24 0	0	0	24,277,332		0		24,277,332	38,022,650	40,288,141
Capital Projects	25 0	0	0		25,152,561	0		25,152,561	37,932,863	27,987,535
Total Government Activities Expenditures	26 42,908,372	10,227,212	2,627,046	24,277,332	25,152,561	0		105,192,523	126,968,636	110,521,670
Business Type Proprietary: Enterprise & ISF	27						52,779,898	52,779,898	51,808,477	37,279,206
Total Gov & Bus Type Expenditures	28 42,908,372	10,227,212	2,627,046	24,277,332	25,152,561	0	52,779,898	157,972,421	178,777,113	147,800,876
Total Transfers Out	29 1,814,850	2,071,583	7,224,351	0	281,600	0	2,576,122	13,968,506	14,135,985	20,010,089
Total ALL Expenditures/Fund Transfers Out	30 44,723,222	12,298,795	9,851,397	24,277,332	25,434,161	0	55,356,020	171,940,927	192,913,098	167,810,965
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -1,023,498	-1,078,198	375,260	-86,404	-8,604,303	0	1,520,508	-8,896,635	-12,402,896	8,907,578
Beginning Fund Balance July 1	33 26,985,121	12,944,300	2,007,543	1,764,070	32,130,837	0	49,491,377	125,323,248	137,726,144	128,818,566
Ending Fund Balance June 30	34 25,961,623	11,866,102	2,382,803	1,677,666	23,526,534	0	51,011,885	116,426,613	125,323,248	137,726,144

LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2014A General Obligation Refunding Bonds	14,885,000	GO	2014-218	1,040,000	238,706	1,278,706	500		645,787	633,419
2014B General Obligation Bonds	12,345,000	GO	2014-220	885,000	237,650	1,122,650	500		108,200	1,014,950
2014G General Obligation Refunding Capital Loan Notes	22,450,000	GO	2014-469	1,520,000	464,838	1,984,838	500	0	0	1,985,338
2015A General Obligation Bonds	7,750,000	GO	2015-237	745,000	69,644	814,644	500	0	393,681	421,463
2015B General Obligation Annual Appropriation Urban Renewal Bonds	2,200,000	GO	2015-239	270,000	20,500	290,500	500	0	290,500	500
2016A General Obligation Refunding Bonds	13,090,000	GO	2016-107	1,255,000	96,575	1,351,575	500	0	1,017,074	335,001
2016B General Obligation Bonds	13,000,000	GO	2016-173	870,000	71,600	941,600	500	0	406,000	536,100
2017A General Obligation Bonds	11,675,000	GO	2017-212	1,000,000	186,831	1,186,831	500	0	708,194	479,137
2017B Water Revenue Bonds	1,605,000	NON-GO	2017-214	130,000	32,669	162,669	500	0	163,169	0
2018A General Obligation Bonds	17,970,000	GO	2018-236	1,405,000	404,950	1,809,950	600	0	663,850	1,146,700
2018B Water Revenue Bonds	5,990,000	NON-GO	2018-238	355,000	165,731	520,731	600	0	521,331	0
2019A General Obligation Bonds	20,740,000	GO	2019-205	1,645,000	625,400	2,270,400	600	0	1,663,350	607,650
2019B Water Revenue Bonds	5,090,000	NON-GO	2019-207	280,000	175,700	455,700	600	0	456,300	0
2020A General Obligation Bonds	17,520,000	GO	2020-233	1,705,000	478,200	2,183,200	600	0	1,022,650	1,161,150
2020B Water Revenue Bonds	3,375,000	NON-GO	2020-235	200,000	78,025	278,025	600	0	278,625	0
2021A General Obligation Bonds	25,045,000	GO	2021-244	3,985,000	941,950	4,926,950	600	0	1,876,350	3,051,200
2021B Water Revenue Capital Loan Notes	2,865,000	NON-GO	2021-179	120,000	48,072	168,072	6,868	0	174,940	0
2022A General Obligation Bonds	18,915,000	GO	2022-108	3,365,000	743,488	4,108,488	600	0	381,270	3,727,818
2022B Water Revenue Capital Loan Notes	2,408,000	NON-GO		0	48,561	48,561	0	0	48,561	0
Commercial and Industrial Replacement		NON-GO				0			277,565	-277,565
Interest Income		NON-GO				0			4,000	-4,000
Mobile Home Taxes		NON-GO				0			8,000	-8,000
Use of Cash Reserves		NON-GO				0			86,404	-86,404
		-				0				0
		-				0				0
		-				0				0
		-				0				0
		-				0				0
		-				0				0
		-				0				0
		-				0				0
		-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0				0
	32	-				0				0
	33	-				0				0
	34	-				0				0
	35	-				0				0
	36	-				0				0
	37	-				0				0
	38	-				0				0
	39	-				0				0
	40	-				0				0
	41	-				0				0
	42	-				0				0
	43	-				0				0
	44	-				0				0
	45	-				0				0
	46	-				0				0
	47	-				0				0
	48	-				0				0
	49	-				0				0
	50	-				0				0
	51	-				0				0
	52	-				0				0
	53	-				0				0
	54	-				0				0
	55	-				0				0
	56	-				0				0
	57	-				0				0
	58	-				0				0
	59	-				0				0
	60	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0				0
	62	-				0				0
	63	-				0				0
	64	-				0				0
	65	-				0				0
	66	-				0				0
	67	-				0				0
	68	-				0				0
	69	-				0				0
	70	-				0				0
	71	-				0				0
	72	-				0				0
	73	-				0				0
	74	-				0				0
	75	-				0				0
	76	-				0				0
	77	-				0				0
	78	-				0				0
	79	-				0				0
	80	-				0				0
	81	-				0				0
	82	-				0				0
	83	-				0				0
	84	-				0				0
	85	-				0				0
	86	-				0				0
	87	-				0				0
	88	-				0				0
	89	-				0				0
	90	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-				0				0
	92	-				0				0
	93	-				0				0
	94	-				0				0
	95	-				0				0
	96	-				0				0
	97	-				0				0
	98	-				0				0
	99	-				0				0
	100	-				0				0
	101	-				0				0
	102	-				0				0
	103	-				0				0
	104	-				0				0
	105	-				0				0
	106	-				0				0
	107	-				0				0
	108	-				0				0
	109	-				0				0
	110	-				0				0
	111	-				0				0
	112	-				0				0
	113	-				0				0
	114	-				0				0
	115	-				0				0
	116	-				0				0
	117	-				0				0
	118	-				0				0
	119	-				0				0
	120	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

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

	Principal Due FY 2023	Interest Due FY 2023	Total Obligation Due FY 2023	Bond Reg./ Paying Agent Fees Due FY 2023	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	19,690,000	4,580,332	24,270,332	7,000	0	9,176,906	15,100,426
NON GO - TOTAL	1,085,000	548,758	1,633,758	9,168	0	2,018,895	-375,969
GRAND - TOTAL	20,775,000	5,129,090	25,904,090	16,168	0	11,195,801	14,724,457

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: ANKENY

The City Council will conduct a public hearing on the proposed Budget at: Ankeny Kirkendall Public Library - Council Chambers Meeting Date: 3/21/2022 Meeting Time: 05:30 PM

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

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

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

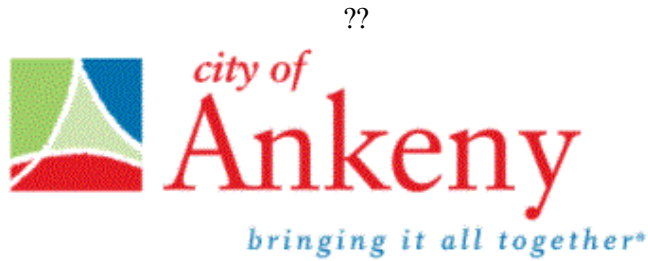
The estimated Total tax levy rate per \$1000 valuation on regular property	9.90000
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375

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

Phone Number
(515) 965-6400

City Clerk/Finance Officer's NAME
Jennifer Sease

		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources				
Taxes Levied on Property	1	45,079,675	41,979,358	39,366,198
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	45,079,675	41,979,358	39,366,198
Delinquent Property Taxes	4	0	0	303,020
TIF Revenues	5	10,221,657	8,987,846	8,761,953
Other City Taxes	6	3,308,624	3,117,520	2,737,727
Licenses & Permits	7	2,348,600	2,478,600	3,200,620
Use of Money and Property	8	577,257	766,210	1,107,198
Intergovernmental	9	12,587,816	19,540,413	19,054,337
Charges for Fees & Service	10	45,133,806	44,582,319	44,356,107
Special Assessments	11	0	0	30,128
Miscellaneous	12	4,439,466	5,368,276	8,722,371
Other Financing Sources	13	25,378,885	39,553,675	29,068,795
Transfers In	14	13,968,506	14,135,985	20,010,089
Total Revenues and Other Sources	15	163,044,292	180,510,202	176,718,543
Expenditures & Other Financing Uses				
Public Safety	16	27,033,516	24,725,165	21,658,706
Public Works	17	8,164,316	8,039,666	6,783,039
Health and Social Services	18	0	7,000	2,725
Culture and Recreation	19	9,929,033	9,016,467	6,501,797
Community and Economic Development	20	5,299,936	4,466,378	3,553,167
General Government	21	5,335,829	4,758,447	3,746,560
Debt Service	22	24,277,332	38,022,650	40,288,141
Capital Projects	23	25,152,561	37,932,863	27,987,535
Total Government Activities Expenditures	24	105,192,523	126,968,636	110,521,670
Business Type / Enterprises	25	52,779,898	51,808,477	37,279,206
Total ALL Expenditures	26	157,972,421	178,777,113	147,800,876
Transfers Out	27	13,968,506	14,135,985	20,010,089
Total ALL Expenditures/Transfers Out	28	171,940,927	192,913,098	167,810,965
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,896,635	-12,402,896	8,907,578
Beginning Fund Balance July 1	30	125,323,248	137,726,144	128,818,566
Ending Fund Balance June 30	31	116,426,613	125,323,248	137,726,144



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
FY 2023 Fund Transfers

EXECUTIVE SUMMARY:
Administrative Rules Code 545-2.5 requires all transfers of funds from one budgeted fund to another budgeted fund be approved by resolution. The City approves fund transfers in the adoption of the annual budget and subsequent budget amendments. Fund transfers were approved as a part of the FY 2023 Budget adopted on March 21, 2022.

The fiscal year 2023 funds transfer resolution is being approved due to the adoption of the FY 2023 Budget on March 21, 2022, in order to maintain compliance with the Administrative Rules Code 545-2.5.

FISCAL IMPACT: ??No
None, as these transfers were approved as part of the adoption of the annual budget.

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution approving the fiscal year 2023 fund transfers.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt
RESOLUTION approving Fiscal Year 2023 fund transfers.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 FY 2023 Fund Transfers

RESOLUTION

A RESOLUTION APPROVING FISCAL YEAR 2023 FUND TRANSFERS

WHEREAS, the City of Ankeny, Iowa approves fund transfers in the adoption of the annual budget and subsequent budget amendments, and

WHEREAS, the City Council approved fund transfers as part of the FY 2023 Budget adopted on March 21, 2022, and

WHEREAS, Administrative Rules Code 545-2.5 requires all transfers of funds from one budgeted fund to another budgeted fund be approved by resolution, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that fund transfers are hereby approved by resolution as outlined in Exhibit A.

Passed and approved the 21st day of March, 2022.

Mark E. Holm, Mayor

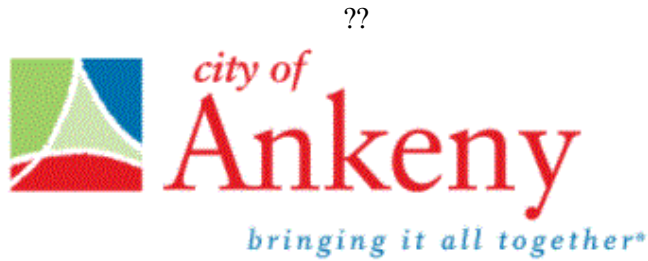
Attest:

Mandy Hanson, Records Clerk

Exhibit A

FY 2023 Fund Transfers

Transfer Out	Fund	Transfer In	Fund	Amount	Purpose
General Fund	100	Hotel/Motel Tax Fund	233	\$ 1,370,000	To account for hotel/motel tax revenues and their subsequent disbursement
General Fund	100	Debt Service Fund	300	88,850	G.O. Bond Debt Service Abatement
Hotel/Motel Tax Fund	233	General Fund	100	205,000	Prairie Ridge Sports Complex O&M
Hotel/Motel Tax Fund	233	General Fund	100	15,000	Summer Sounds
Hotel/Motel Tax Fund	233	General Fund	100	71,000	Summerfest
Hotel/Motel Tax Fund	233	General Fund	913	40,000	North Ankeny Boulevard Median and Landscape Improvements
Hotel/Motel Tax Fund	233	General Fund	927	25,000	Community Entrance Signs
Road Use Tax Fund	260	Debt Service Fund	300	87,583	G.O. Bond Debt Service Abatement
Road Use Tax Fund	260	Capital Projects Fund	907	420,000	Public Works Winter Operations Satellite Facility
Road Use Tax Fund	260	Capital Projects Fund	916	500,000	Annual Street Replacement Program
Road Use Tax Fund	260	Capital Projects Fund	936	250,000	Annual Sidewalk/Trail Construction Program
Road Use Tax Fund	260	Capital Projects Fund	946	50,000	Interstate 35 and SE Corporate Woods Drive Interchange Justification Report
Road Use Tax Fund	260	Capital Projects Fund	965	110,000	Annual Traffic Signal Improvement Program
Tax Increment Financing Fund	280	Debt Service Fund	300	7,224,351	G.O. Bond Debt Service Abatement
Landfill Postclosure Fund	295	Solid Waste Fund	500	9,000	John Deere Des Moines Works' share of maintenance activities at the remediated landfill
Park Dedication Fund	440	Capital Projects Fund	973	80,000	Annual Park Development Program
Civic Trust Fund	484	Capital Projects Fund	897	565,000	Des Moines Street Parks Development
Water Fund	510	General Fund	100	400,000	Administrative Costs
Water Fund	510	Debt Service Fund	300	87,583	G.O. Bond Debt Service Abatement
Sewer Fund	550	General Fund	100	400,000	Administrative Costs
Sewer Fund	550	Debt Service Fund	300	87,583	G.O. Bond Debt Service Abatement
Storm Water Fund	580	Debt Service Fund	300	1,600,956	G.O. Bond Debt Service Abatement
Capital Projects Fund	997	General Fund	100	281,600	Replace diamond brite pool surface - Prairie Ridge Aquatic Center
Total:				<u>\$ 13,968,506</u>	



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
FY 2023 Hotel/Motel Tax Distribution

EXECUTIVE SUMMARY:
The attached Hotel/Motel Tax Distribution Schedule establishes the City Council's distribution plan for Fiscal Year 2023.

FISCAL IMPACT: ??Yes

CITY MANAGER'S RECOMMENDATIONS:
Recommend approving resolution establishing the hotel/motel tax distribution for Fiscal Year 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
The hotel/motel tax fund was reviewed at the City Council Budget Workshop on February 28, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION establishing the hotel/motel tax distribution for Fiscal Year 2023.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Hotel/Motel Tax Distribution Schedule

RESOLUTION

A RESOLUTION ESTABLISHING THE HOTEL/MOTEL TAX DISTRIBUTION FOR FISCAL YEAR 2023

WHEREAS, the City Council of the City of Ankeny, Iowa, has reviewed and approved the operating budget for Fiscal Year 2023; and

WHEREAS, hotel/motel tax receipts are required to be expended in accordance with the laws of the State of Iowa; and

WHEREAS, the City Council has reviewed all commitments, uses and organizational needs for the distribution of such hotel/motel tax receipts; and

WHEREAS, the City Council has determined its priorities for the use of such hotel/motel tax receipts; and

WHEREAS, the City Council desires to establish by resolution the distribution of such funds to each commitment, use and organizational need.

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

1. The attached “Hotel/Motel Tax Distribution Schedule” shall be and is hereby adopted as the City Council’s distribution plan for Fiscal Year 2023.

Passed and approved the 21st day of March, 2022.

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk

Hotel/Motel Tax Distribution Schedule

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Revised	2022-23 Budget
Revenue						
Balance Forward	\$ 94,742	\$ 236,944	\$ 410,579	\$ 273,225	\$ 376,025	\$ 191,673
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
Interest	5,170	6,452	1,821	1,000	500	500
Total Revenue Available	\$ 1,565,822	\$ 1,612,203	\$ 1,274,424	\$ 1,404,225	\$ 1,587,525	\$ 1,562,173
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
Cultural/Entertainment Facilities						
Bravo Greater Des Moines	410,563	383,149	194,667	322,286	389,125	391,429
Summer Sounds	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
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
Sister Cities	609	1,667	329	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
Chapter 423A.7.b - Appropriations						
Economic Development						
Greater Des Moines Partnership	\$ 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
Ankeny Based Organizations						
Ankeny Economic Development Corporation	2,250	2,500	2,500	2,500	2,500	2,500
Ankeny Summerfest	58,657	59,181	-	67,000	67,000	71,000
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
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
Mayor's Tree Lighting	13,842	12,635	12,400	15,000	15,000	15,000
North Ankeny Boulevard Median and Landscaping Improvements	-	50,000	-	15,000	-	40,000
Other Miscellaneous Allocations	3,600	1,800	1,800	4,000	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
Total of All Appropriations	\$ 1,328,878	\$ 1,201,624	\$ 898,399	\$ 1,091,072	\$ 1,395,852	\$ 1,291,461
Unappropriated Fund Balance	\$ 236,944	\$ 410,579	\$ 376,025	\$ 313,153	\$ 191,673	\$ 270,712



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Personnel Changes

EXECUTIVE SUMMARY:

The recommended personnel changes include the following:

Exhibit A - approves the FY 2022 personnel changes, which includes the addition of permanent positions and authorizes 341.78 FTE.

Exhibit B - approves the FY 2023 personnel changes, which includes the addition, promotion, reclassification, title change and change in budget activity of permanent positions and authorizes 355.78 FTE.

Exhibit C - approves the FY 2023 pay plans.

Exhibit D - approves the pay plan policies and procedures.

FISCAL IMPACT: ??Yes

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving the resolution authorizing personnel changes approved in the Fiscal Year 2022 Budget Amendment and Fiscal Year 2023 Budget.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing personnel changes approved in the Fiscal Year 2022 Budget Amendment and Fiscal Year 2023 Budget.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Exhibit A
 Exhibit B
 Exhibit C
 Exhibit D

RESOLUTION

A RESOLUTION AUTHORIZING PERSONNEL CHANGES APPROVED IN THE FISCAL YEAR 2022 BUDGET AMENDMENT AND FISCAL YEAR 2023 BUDGET

WHEREAS, the City Council of the City of Ankeny, Iowa, has reviewed and approved the Fiscal Year 2022 Budget Amendment and Fiscal Year 2023 Budget; and

WHEREAS, the City Manager has recommended personnel changes which have been included in the operating budget for Fiscal Year 2022 and 2023; and

WHEREAS, the City Council has reviewed the proposed changes and determined it to be in the best interest of the City to approve the personnel changes; and

WHEREAS, the City Council desires to establish by resolution the personnel changes for Fiscal Year 2022 and 2023.

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

1. The City Council hereby adopts and authorizes the personnel changes in Fiscal Year 2022, as shown on the attached Exhibit A.
2. The City Council hereby adopts and authorizes the personnel changes in Fiscal Year 2023, as shown on the attached Exhibit B.
3. The City Council hereby adopts and authorizes the Fiscal Year 2023 pay plans as shown on the attached Exhibit C
4. The City Council hereby adopts and authorizes the pay plan policies and procedures as shown on the attached Exhibit D.

Passed and approved the 21st day of March, 2022.

Mark E. Holm, Mayor

Attest:

Mandy Hanson, Records Clerk

Exhibit A

**City of Ankeny
Personnel Changes
Fiscal Year 2022**

Addition of Permanent Positions

1.31 Full-Time Equivalents (FTE) – Total Added Permanent Positions

Position	Grade	FTE	FT/PT	Budget Activity
Recreation Specialist – 12/14/21	N05	0.69	PT	Community Centers
Airport Manager – 05/01/22	N13	0.38	PT	City Manager's Office
Seasonal Laborer (4 months) – 04/18/22	SL2	0.08	PT	Golf Course Maintenance
Assistant Greenskeeper – 03/07/22	OC9	0.16	PT	Golf Course Maintenance

Total of 341.78 Full-Time Equivalents (FTE) Authorized for FY 2022

Exhibit B

**City of Ankeny
Personnel Changes
Fiscal Year 2023**

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

Pay Scales – Non-Union

Approved FY2023	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N01	37,355	39,223	41,184	43,243	44,541	45,876	47,253	48,672	50,132
Hourly	17.959	18.857	19.800	20.790	21.414	22.056	22.718	23.400	24.102
Bi-Weekly	1,436.73	1,508.58	1,584.00	1,663.19	1,713.12	1,764.46	1,817.42	1,872.00	1,928.15
N02	39,595	41,575	43,653	45,835	47,210	48,626	50,084	51,586	53,134
Hourly	19.036	19.988	20.987	22.036	22.697	23.378	24.079	24.801	25.545
Bi-Weekly	1,522.88	1,599.04	1,678.96	1,762.88	1,815.77	1,870.23	1,926.31	1,984.08	2,043.62
N03	41,972	44,071	46,274	48,587	50,045	51,547	53,092	54,685	56,326
Hourly	20.179	21.188	22.247	23.359	24.060	24.782	25.525	26.291	27.080
Bi-Weekly	1,614.31	1,695.04	1,779.77	1,868.73	1,924.81	1,982.58	2,042.00	2,103.27	2,166.38
N04	44,491	46,717	49,053	51,505	53,050	54,642	56,281	57,970	59,708
Hourly	21.390	22.460	23.583	24.762	25.505	26.270	27.058	27.870	28.706
Bi-Weekly	1,711.19	1,796.81	1,886.65	1,980.96	2,040.38	2,101.62	2,164.65	2,229.62	2,296.46
N05	47,158	49,516	51,992	54,592	56,229	57,916	59,652	61,441	63,284
Hourly	22.672	23.806	24.996	26.246	27.033	27.844	28.679	29.539	30.425
Bi-Weekly	1,813.77	1,904.46	1,999.69	2,099.69	2,162.65	2,227.54	2,294.31	2,363.12	2,434.00
N06	49,989	52,489	55,114	57,870	59,607	61,395	63,238	65,135	67,088
Hourly	24.033	25.235	26.497	27.822	28.657	29.517	30.403	31.315	32.254
Bi-Weekly	1,922.65	2,018.81	2,119.77	2,225.77	2,292.58	2,361.35	2,432.23	2,505.19	2,580.31
N07	52,988	55,638	58,419	61,339	63,180	65,075	67,028	69,039	71,111
Hourly	25.475	26.749	28.086	29.490	30.375	31.286	32.225	33.192	34.188
Bi-Weekly	2,038.00	2,139.92	2,246.88	2,359.19	2,430.00	2,502.88	2,578.00	2,655.35	2,735.04
N08	56,168	58,976	61,926	65,023	66,974	68,983	71,053	73,185	75,381
Hourly	27.004	28.354	29.772	31.261	32.199	33.165	34.160	35.185	36.241
Bi-Weekly	2,160.31	2,268.31	2,381.77	2,500.88	2,575.92	2,653.19	2,732.81	2,814.81	2,899.27
N09	59,538	62,514	65,641	68,923	70,990	73,120	75,315	77,574	79,901
Hourly	28.624	30.055	31.558	33.136	34.130	35.154	36.209	37.295	38.414
Bi-Weekly	2,289.92	2,404.38	2,524.65	2,650.88	2,730.38	2,812.31	2,896.73	2,983.62	3,073.12
N10	63,111	66,267	69,580	73,060	75,252	77,509	79,835	82,229	84,696
Hourly	30.342	31.859	33.452	35.125	36.179	37.264	38.382	39.533	40.719
Bi-Weekly	2,427.35	2,548.73	2,676.15	2,810.00	2,894.31	2,981.12	3,070.58	3,162.65	3,257.54
N11	66,897	70,242	73,755	77,443	79,766	82,158	84,623	87,162	89,777
Hourly	32.162	33.770	35.459	37.232	38.349	39.499	40.684	41.905	43.162
Bi-Weekly	2,572.96	2,701.62	2,836.73	2,978.58	3,067.92	3,159.92	3,254.73	3,352.38	3,452.96
N12	70,911	74,458	78,181	82,089	84,552	87,090	89,702	92,394	95,166
Hourly	34.092	35.797	37.587	39.466	40.650	41.870	43.126	44.420	45.753
Bi-Weekly	2,727.35	2,863.77	3,006.96	3,157.27	3,252.00	3,349.62	3,450.08	3,553.62	3,660.23
N13	75,165	78,924	82,869	87,013	89,623	92,312	95,081	97,933	100,870
Hourly	36.137	37.944	39.841	41.833	43.088	44.381	45.712	47.083	48.495
Bi-Weekly	2,890.96	3,035.54	3,187.27	3,346.65	3,447.04	3,550.46	3,656.96	3,766.65	3,879.62
N14	79,674	83,658	87,840	92,233	95,000	97,849	100,784	103,809	106,922
Hourly	38.305	40.220	42.231	44.343	45.673	47.043	48.454	49.908	51.405
Bi-Weekly	3,064.38	3,217.62	3,378.46	3,547.42	3,653.85	3,763.42	3,876.31	3,992.65	4,112.38

Pay Scales – Non-Union (continued)

N15	84,454	88,677	93,111	97,766	100,699	103,719	106,831	110,036	113,337
Hourly	40.603	42.633	44.765	47.003	48.413	49.865	51.361	52.902	54.489
Bi-Weekly	3,248.23	3,410.65	3,581.19	3,760.23	3,873.04	3,989.19	4,108.88	4,232.15	4,359.12
N16	89,523	93,999	98,700	103,636	106,746	109,949	113,248	116,644	120,143
Hourly	43.040	45.192	47.452	49.825	51.320	52.860	54.446	56.079	57.761
Bi-Weekly	3,443.19	3,615.35	3,796.15	3,986.00	4,105.62	4,228.81	4,355.69	4,486.31	4,620.88
N17	94,894	99,638	104,620	109,851	113,146	116,540	120,037	123,637	127,346
Hourly	45.622	47.903	50.298	52.813	54.397	56.029	57.710	59.441	61.224
Bi-Weekly	3,649.77	3,832.23	4,023.85	4,225.04	4,351.77	4,482.31	4,616.81	4,755.27	4,897.92
N18	100,589	105,618	110,899	116,445	119,937	123,535	127,242	131,059	134,990
Hourly	48.360	50.778	53.317	55.983	57.662	59.392	61.174	63.009	64.899
Bi-Weekly	3,868.81	4,062.23	4,265.35	4,478.65	4,612.96	4,751.35	4,893.92	5,040.73	5,191.92
N19	106,621	111,952	117,549	123,427	127,130	130,944	134,873	138,919	143,087
Hourly	51.260	53.823	56.514	59.340	61.120	62.954	64.843	66.788	68.792
Bi-Weekly	4,100.81	4,305.85	4,521.12	4,747.19	4,889.62	5,036.31	5,187.42	5,343.04	5,503.35
N20	113,021	118,672	124,607	130,836	134,761	138,805	142,969	147,258	151,676
Hourly	54.337	57.054	59.907	62.902	64.789	66.733	68.735	70.797	72.921
Bi-Weekly	4,346.96	4,564.31	4,792.58	5,032.15	5,183.12	5,338.65	5,498.81	5,663.77	5,833.69

Grade	Department	Job Title
N04	City Clerk's Office	Administrative Clerk
N04	Finance/Utilities	Administrative Clerk
N04	Community Development	Administrative Clerk
N04	Fire	Administrative Clerk
N04	Parks and Recreation	Administrative Clerk
N04	Library	Library Associate
N05	Parks and Recreation	Recreation Specialist
N06	Finance	Customer Service Representative-Utilities
N06	Community Development	Permits Clerk
N06	Police	Police Records Clerk
N06	City Clerk's Office	Records Clerk
N07	Finance	Accounting Clerk
N07	Economic Development	Administrative Assistant
N07	Parks and Recreation	Administrative Assistant
N07	Community Development	Administrative Assistant
N07	Police	Administrative Assistant
N07	Public Works	Administrative Assistant
N07	Human Resources	Human Resources Coordinator
N08	Police	Community Service Officer
N08	Community Development	Permits Technician
N09	City Clerk's Office	Deputy City Clerk
N09	Human Resources	Human Resources Specialist
N09	Finance	Purchasing Coordinator
N09	Parks and Recreation	Recreation Coordinator
N10	Police	Criminal Intelligence Analyst
N10	Finance	Accountant
N10	Library	Children's Librarian
N10	Library	Teen Librarian
N10	Library	Adult Services Librarian
N10	Library	Collection Development Librarian
N10	Community Development	Planner
N10	Municipal Utilities	GIS Technician
N10	Municipal Utilities	Utility Permit Specialist

N11	Police	Civilian Supervisor
N11	Community Development	Permits Supervisor
N11	Community Development	Code Enforcement Officer I
N11	Community Development	Combination Inspector I
N11	Finance	Customer Service Supervisor-Utilities
N11	Public Works/Utilities	Engineering Technician I
N11	Parks and Recreation	Food and Beverage Manager
N11	IT	IT Technician
N11	Fire	Office Manager
N11	Parks and Recreation	Recreation Supervisor
N11	IT	GIS Specialist
N11	Police	Evidence Assistant
N12	Community Development	Associate Planner
N12	Public Works/Utilities	Civil Engineer I
N12	Community Development	Code Enforcement Officer II
N12	Community Development	Combination Inspector II
N12	Communications	Communications Specialist
N12	Communications	Digital Marketing Specialist
N12	City Manager's Office	Budget Analyst
N12	Public Works/Utilities	Engineering Technician II
N12	IT	GIS Coordinator
N12	Library	Public Services Manager
N12	Library	Circulation Manager
N12	Municipal Utilities	Utility Coordinator
N13	Public Works	Storm Water Coordinator
N13	Community Development	Building Inspections Supervisor
N13	Community Development	Code Enforcement Supervisor
N13	Public Works/Utilities	Engineering Technician III
N13	Public Works	Engineering Traffic Specialist
N13	Parks and Recreation	Golf Course Superintendent
N13	Parks and Recreation	Head Golf Professional
N13	Community Development	Plans Examiner
N13	Police	Police Technician
N13	Parks and Recreation	Sports Facilities Superintendent
N13	Parks and Recreation	Facilities Maintenance Superintendent
N13	City Manager's Office	Assistant to the City Manager
N13	City Manager's Office	Airport Manager
N13	Community Development	Senior Planner
N14	Public Works	Fleet Supervisor
N14	Public Works	Street Supervisor
N15	IT	Network Management Specialist
N16	Public Works/Utilities	Civil Engineer II
N16	Parks and Recreation	Recreation Superintendent
N16	Municipal Utilities	Utilities Superintendent - Wastewater
N16	Municipal Utilities	Utilities Superintendent - Water
N17	Parks and Recreation	Parks and Facilities Administrator
N18	Community Development	Chief Building Official
N18	Municipal Utilities	Engineering Manager; Development Engineering Manager
N18	Public Works	Storm Water and Environmental Manager
N18	Public Works	Operations Manager-Public Works
N18	Public Works	Traffic Engineering Manager
N18	Community Development	Planning Manager
N20	Public Works	City Engineer

Pay Scales – Management

Approved FY2023	Minimum	Midpoint	Maximum
MG1	94,894	111,120	127,346
Hourly	45.622	53.423	61.224
Bi-Weekly	3,649.77	4,273.85	4,897.92
MG2	113,021	132,348	151,676
Hourly	54.337	63.629	72.921
Bi-Weekly	4,346.96	5,090.31	5,833.69
MG3	119,802	140,288	160,774
Hourly	57.597	67.446	77.295
Bi-Weekly	4,607.77	5,395.69	6,183.62
MG4	126,988	148,703	170,419
Hourly	61.052	71.492	81.932
Bi-Weekly	4,884.15	5,719.35	6,554.58
MG5	134,607	157,627	180,644
Hourly	64.715	75.782	86.848
Bi-Weekly	5,177.19	6,062.58	6,947.85
MGR	230,770	-	-
Hourly	110.947	-	-
Bi-Weekly	8,875.77	-	-

Grade	Department	Job Title
MG1	City Clerk's Office	City Clerk
MG1	Communications	Communications Director
MG1	Finance	Finance Officer
MG2	Human Resources	Human Resources Director
MG2	IT	IT Director
MG2	Library	Library Director
MG2	Parks and Recreation	Parks and Recreation Director
MG3	Economic Development	Economic Development Director
MG4	Community Development	Community Development Director
MG4	City Manager's Office	Administrative Services Director
MG4	Police	Chief of Police
MG4	Fire	Fire Chief
MG4	Municipal Utilities	Municipal Utilities Director
MG4	Public Works	Public Works Director
MG5	City Manager's Office	Assistant City Manager
MGR	City Manager's Office	City Manager

Pay Scales – AFSCME Union

Approved FY2023	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A06	50,118	52,624	55,255	58,017	59,758	61,551
Hourly	24.095	25.300	26.565	27.893	28.730	29.592
Bi-Weekly	1,927.62	2,024.00	2,125.19	2,231.42	2,298.38	2,367.35
A07	52,905	55,551	58,327	61,244	63,080	64,973
Hourly	25.435	26.707	28.042	29.444	30.327	31.237
Bi-Weekly	2,034.81	2,136.58	2,243.35	2,355.54	2,426.15	2,498.96
A08	55,686	58,471	61,395	64,465	66,400	68,392
Hourly	26.772	28.111	29.517	30.993	31.923	32.881
Bi-Weekly	2,141.77	2,248.88	2,361.35	2,479.42	2,553.85	2,630.46
A09	58,463	61,385	64,455	67,677	69,707	71,797
Hourly	28.107	29.512	30.988	32.537	33.513	34.518
Bi-Weekly	2,248.58	2,360.96	2,479.04	2,602.96	2,681.04	2,761.42
A10	61,248	64,309	67,525	70,901	73,029	75,219
Hourly	29.446	30.918	32.464	34.087	35.110	36.163
Bi-Weekly	2,355.69	2,473.42	2,597.12	2,726.96	2,808.81	2,893.04
A11	64,027	67,228	70,589	74,119	76,342	78,632
Hourly	30.782	32.321	33.937	35.634	36.703	37.804
Bi-Weekly	2,462.58	2,585.69	2,714.96	2,850.73	2,936.23	3,024.31
A13	70,185	73,694	77,380	81,249	83,687	86,197
Hourly	33.743	35.430	37.202	39.062	40.234	41.441
Bi-Weekly	2,699.42	2,834.38	2,976.15	3,124.96	3,218.73	3,315.27

Grade	Department	Job Title
A06	Municipal Utilities	Utilities Operator Assistant
A07	Parks and Recreation	Groundskeeper
A07	Parks and Recreation	Park Maintenance Technician I
A07	Public Works	Equipment Operator
A08	Municipal Utilities	Utilities Operator I
A09	Parks and Recreation	Facilities Maintenance Technician
A09	Parks and Recreation	Park Maintenance Technician II
A09	Parks and Recreation	Groundskeeper II
A09	Parks and Recreation	Mechanic--Golf Course
A09	Public Works	Fleet Technician
A09	Public Works	Traffic Technician
A10	Municipal Utilities	Utilities Operator II
A11	Municipal Utilities	Utilities Operator III
A11	Parks and Recreation	Lead Park Maintenance Technician
A11	Public Works	Lead Equipment Operator
A11	Public Works	Lead Fleet Technician
A13	Municipal Utilities	Utilities Operator IV
A13	Public Works	Lead Traffic Technician

Pay Scales – Teamsters Police Department Union

Annual salary estimate based on working 2,053 hours per year.

Approved FY2023	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PON	57,808	-	-	-	-	-	-	-	-
Hourly	28.158	-	-	-	-	-	-	-	-
Bi-Weekly	2,223.38	-	-	-	-	-	-	-	-
PO	64,232	67,443	70,816	74,358	76,589	78,887	81,254	83,691	86,201
Hourly	31.287	32.851	34.494	36.219	37.306	38.425	39.578	40.765	41.988
Bi-Weekly	2,470.46	2,593.96	2,723.69	2,859.92	2,945.73	3,034.12	3,125.15	3,218.88	3,315.42

Grade	Department	Job Title
PON	Police	Police Officer Recruit
PO	Police	Police Officer

Pay Scales – Police Department Command Staff

Approved FY2023	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
PS8	90,278	94,792	99,532	104,510	107,644	110,874		
Hourly	43.403	45.573	47.852	50.245	51.752	53.305		
Bi-Weekly	3,472.23	3,645.85	3,828.15	4,019.62	4,140.15	4,264.38		
PS	89,106	93,561	98,240	103,153	106,247	109,435		
Hourly *	43.403	45.573	47.852	50.245	51.752	53.305		
Bi-Weekly	3,427.15	3,598.50	3,778.46	3,967.42	4,086.42	4,209.04		
PL	92,889	97,533	102,411	107,532	110,758	114,080	117,501	121,027
Hourly	44.658	46.891	49.236	51.698	53.249	54.846	56.491	58.186
Bi-Weekly	3,572.65	3,751.27	3,938.88	4,135.85	4,259.92	4,387.69	4,519.27	4,654.88
PC	105,964	111,261	116,825	122,666	126,345	130,135	134,039	138,060
Hourly	50.944	53.491	56.166	58.974	60.743	62.565	64.442	66.375
Bi-Weekly	4,075.54	4,279.27	4,493.27	4,717.92	4,859.42	5,005.19	5,155.35	5,310.00

* Hourly rate based on working 2,053 hours per year.

Grade	Department	Job Title
PS8	Police	Police Sergeant (8-hour)
PS	Police	Police Sergeant (9-hour)
PL	Police	Police Lieutenant
PC	Police	Police Captain

Pay Scales – Fire Department Union and Part-time Non-Union Duty Crew

Annual salary estimate based on working 2,912 hours per year.

Approved FY2023	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
F08	51,106	53,662	56,344	59,160	60,934	62,762	64,646	66,586	68,583
Hourly *	17.550	18.428	19.349	20.316	20.925	21.553	22.200	22.866	23.552
Bi-Weekly	1,965.62	2,063.92	2,167.08	2,275.38	2,343.62	2,413.92	2,486.38	2,561.00	2,637.81
F09	56,784	59,623	62,605	65,735	67,707	69,739	71,830	73,985	76,204
Hourly	19.500	20.475	21.499	22.574	23.251	23.949	24.667	25.407	26.169
Bi-Weekly	2,184.00	2,293.19	2,407.88	2,528.27	2,604.12	2,682.27	2,762.69	2,845.58	2,930.92
F10	62,462	65,587	68,866	72,308	74,477	76,711	79,011	81,382	
Hourly	21.450	22.523	23.649	24.831	25.576	26.343	27.133	27.947	
Bi-Weekly	2,402.38	2,522.58	2,648.69	2,781.08	2,864.50	2,950.42	3,038.88	3,130.08	
F11	63,802	66,993	70,342	73,860	76,076	78,359	80,709	83,129	85,622
Hourly	21.910	23.006	24.156	25.364	26.125	26.909	27.716	28.547	29.403
Bi-Weekly	2,453.92	2,576.65	2,705.46	2,840.77	2,926.00	3,013.81	3,104.19	3,197.27	3,293.15
F12	70,179	73,688	77,372	81,242	83,679	86,189	88,775	91,440	
Hourly	24.100	25.305	26.570	27.899	28.736	29.598	30.486	31.401	
Bi-Weekly	2,699.19	2,834.15	2,975.85	3,124.69	3,218.42	3,314.96	3,414.42	3,516.92	
LE8	73,703	77,388	81,257	85,320	87,880	90,517	93,234		
Hourly	35.434	37.206	39.066	41.019	42.250	43.518	44.824		
Bi-Weekly	2,834.73	2,976.46	3,125.27	3,281.54	3,380.00	3,481.42	3,585.92		
F14	73,703	77,389	81,259	85,322	87,881	90,517	93,234		
Hourly	25.310	26.576	27.905	29.300	30.179	31.084	32.017		
Bi-Weekly	2,834.73	2,976.50	3,125.35	3,281.62	3,380.04	3,481.42	3,585.92		
LP8	76,149	79,957	83,955	88,152	90,796	93,521	96,327		
Hourly	36.610	38.441	40.363	42.381	43.652	44.962	46.311		
Bi-Weekly	2,928.81	3,075.27	3,229.04	3,390.46	3,492.15	3,596.96	3,704.88		
F15	76,149	79,958	83,956	88,155	90,799	93,522	96,326		
Hourly	26.150	27.458	28.831	30.273	31.181	32.116	33.079		
Bi-Weekly	2,928.81	3,075.31	3,229.08	3,390.58	3,492.27	3,597.00	3,704.85		

* Rate for Part Time (Non-Union) Recruit. Employee will be moved off of recruit status when clearance program is passed and FFI and EMT certifications are obtained. All other Part Time (Non-Union) Duty Crew positions follow the Union Contract pay scales (F09 – F15 above) for like positions.

Part Time Duty Crew (POC) Standby On-Call Pay is \$4.00 per hour

Grade	Department	Job Title
F08	Fire	EMT only (part-time only)
F08	Fire	Firefighter recruit (part-time only)
F09	Fire	Firefighter EMT
F10	Fire	Paramedic only (part-time only)
F10	Fire	Fire Engineer EMT
F11	Fire	Firefighter Paramedic
F12	Fire	Fire Engineer Paramedic
F14	Fire	Fire Lieutenant EMT
LE8	Fire	Fire Lieutenant EMT (8-hour shift)-CRR
F15	Fire	Fire Lieutenant Paramedic
LP8	Fire	Fire Lieutenant Paramedic (8-hour shift)-CRR
F15	Fire	Public Education Coordinator (part-time only)

Pay Scales – Fire Department Command Staff

Approved FY2023	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
CPT	86,201	90,511	95,036	99,788	102,782	105,866		
Hourly	29.602	31.082	32.636	34.268	35.296	36.355		
Bi-Weekly	3,315.42	3,481.19	3,655.23	3,838.00	3,953.15	4,071.77		
DIV	95,004	99,755	104,743	109,980	113,279	116,678	120,178	
Hourly	45.675	47.959	50.357	52.875	54.461	56.095	57.778	
Bi-Weekly	3,654.00	3,836.73	4,028.58	4,230.00	4,356.88	4,487.62	4,622.23	
DC	103,809	108,998	114,448	120,170	123,775	127,487	131,312	135,252
Hourly	49.908	52.403	55.023	57.774	59.507	61.292	63.131	65.025
Bi-Weekly	3,992.65	4,192.23	4,401.85	4,621.92	4,760.58	4,903.35	5,050.46	5,202.00

Grade	Department	Job Title
CPT	Fire	Fire Battalion Chief
DIV	Fire	Fire Division Chief - Community Risk Reduction
DIV	Fire	Fire Division Chief - Training & Safety
DC	Fire	Fire Deputy Chief-EMS
DC	Fire	Fire Deputy Chief-Fire

Pay Scales – Seasonal

Approved FY2023	Step 1	Step 2	Step 3	Step 4	Step 5	
REC1	9.75	10.25	10.75	11.25	11.75	Gym Supervisor, Program Assistant
REC2	11.25	11.75	12.25	12.75	13.25	Non-Certified Program Instructor
REC3	11.75	12.25	12.75	13.25	13.75	Non-Certified Official (Tots-1st grade)
REC4	13.75	14.25	14.75	15.25	15.75	Non-Certified Official II (2nd grade-7th grade)
REC5	14.75	15.25	15.75	16.25	16.75	Certified Program Instructor, Senior Comm Center Attendant
REC6	16.75	17.25	17.75	18.25	18.75	Certified Official
HWK1	11.25	11.75	12.25	12.75	13.25	Hawkeye Park Concessions
AQU1	10.50	11.00	11.50	12.00	12.50	Aquatic Admissions/Concessions
AQU2	11.00	11.50	12.00	12.50	13.00	Aquatic Water Slide Attendant
AQU3	12.00	12.50	13.00	13.50	14.00	Aquatic Maintenance
AQU4	12.50	13.00	13.50	14.00	14.50	Aquatic Life Guard, Admissions/Concessions Lead
AQU5	14.50	15.00	15.50	16.00	16.50	Aquatic Safety Instructor
AQU6	15.50	16.00	16.50	17.00	17.50	Aquatic Head Guard
AQU7	16.00	16.50	17.00	17.50	18.00	Aquatic Lesson Coordinator
AQU8	18.75	19.25	19.75	20.25	20.75	Aquatic Center Manager
AQU9	18.25	18.75	19.25	19.75	20.25	Aquatic Private Lesson Instructor
OC1	6.25	6.75	7.25	7.75	8.25	Tin Cup/Beverage Cart (plus tips)
OC2	10.00	10.50	11.00	11.50	12.00	Clubhouse Services
OC3	10.25	10.75	11.25	11.75	12.25	Banquet Bartender
OC4	10.75	11.25	11.75	12.25	12.75	Starter Supervisor
OC5	12.50	13.00	13.50	14.00	14.50	Tin Cup Cook
OC6	11.75	12.25	12.75	13.25	13.75	Banquet Server
OC7	12.50	13.00	13.50	14.00	14.50	Pro Shop Associate
OC8	14.00	14.50	15.00	15.50	16.00	Banquet Cook
OC9	20.75	21.25	21.75	22.25	22.75	Asst Food & Beverage Manager, Asst Pro Shop Manager, Asst Greenskeeper
SL1	12.50	13.00	13.50	14.00	14.50	Summer Seasonal Labor-Sports Complex (nights and weekends)
SL2	17.00	17.50	18.00	18.50	19.00	3-10 Month Laborers; 10-month Utility Locator
INT	15.00	-	-	-	-	Interns
INE	17.00	-	-	-	-	Intern-Engineering

* Step movement is based on returning from season to season

* Seasonal pay scales effective March 28, 2022

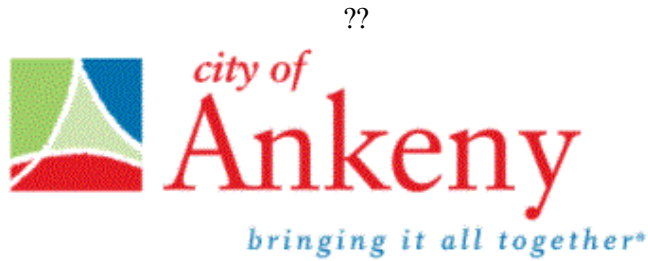
Exhibit D

Pay Plan

Policies and Procedures

- All new employees will be placed on the grade assigned for the position hired and be placed on the first step unless otherwise approved in a collective bargaining agreement. A new employee may be hired at a rate up to and including the midpoint of the pay grade for such reasons as market conditions or the employee's experience exceeds stated requirements, if approved by the Human Resources Director. Any request to hire above the midpoint must be approved by the City Manager.
- All step increases will occur on the pay period in which July 1 falls. Employees are eligible for a step increase upon a satisfactory performance evaluation. New employees hired between July 1 and January 1 are eligible for a step increase on July 1. New employees hired after January 1 are not eligible for a step increase the next July 1 unless special arrangements were approved at the time of hire. Employees receiving a promotional increase mid-year are still eligible for the July 1 step increase.
- Newly created positions will be evaluated by the Human Resources Director using a standard job evaluation method so that the classification and appropriate pay grade can be determined.
- An employee who is promoted from a classification in one grade to a classification in a higher pay grade shall receive at least the minimum rate of the new salary grade range or be placed on the step that would give a salary increase of up to 10%, whichever is greater.
- An employee in a position that has been reclassified from one salary grade to a higher salary grade shall be placed in the new grade at the range minimum. If the employee's salary is above the new range minimum, the employee shall be placed on a step in the new grade closest to, but not lower than, the rate the employee was receiving prior to the reclassification.
- An employee in a position which has been reclassified from one salary grade to a lower salary grade shall be placed on a step in the new grade closest to, but not lower than, the rate the employee was receiving prior to the reclassification. If the employee's salary at the time of the reclassification exceeds the new range maximum, the employee shall retain his/her present salary, and such employee shall not be eligible for further increases until his/her salary is again within the new salary range.
- An employee who transfers from one classification to another classification in the same pay grade shall receive no salary adjustment. This includes moving from part-time to full-time status.

- An employee accepting a voluntary demotion from a classification in one salary grade to a classification in a lower salary grade shall be placed in the new salary grade on the step closest to, but not lower than, his/her current pay. If the employee's salary at the time of the demotion exceeds the new range maximum, the employee's salary shall be adjusted to the new maximum.
- An employee who is demoted from a classification in one salary grade to a classification in a lower salary grade for non-performance reasons shall be placed in the new salary grade on the step closest to, but not lower than, the rate the employee was receiving when the demotion occurred. If the employee's salary at the time of the demotion exceeds the new range maximum, the employee shall retain his/her present salary and such employee shall not be eligible for further increases until his/her salary is again within the salary range for the new position.
- An employee who is demoted from a classification in one salary grade to a classification in a lower salary grade for performance reasons shall be placed in the new salary grade at the step where the employee would receive at least a 5% decrease in salary. If the employee's salary at the time of the demotion exceeds the new range maximum, the employee's salary shall be adjusted to the new pay range maximum, or at the step where the employee would receive at least a 5% decrease.
- The pay plan may be adjusted annually based on the market or a cost of living adjustment. (A published salary adjustment structure survey may be used.)



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022

Set Public Hearing Date

EXECUTIVE SUMMARY:

Significant changes requiring amendment of the current budget for Fiscal Year July 1, 2021 - June 30, 2022 include the following:

Amended revenues include increases related to the receipt of American Rescue Plan Act (ARPA) grant funds, water sales, utility hookup fees and bond proceeds to current refund the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

Amended expenditures include increases related to inflation (e.g. costs of goods and services, fuel and natural gas costs), seasonal pay plan adjustments and the current refunding of the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

FISCAL IMPACT: ??Yes

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on March 18, 2022.

ACTION REQUESTED:

Action: Consider motion to set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022 and direct City Clerk to publish notice of such hearing (date of hrg: 4/04/22 @ 5:30 p.m.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice of Public Hearing

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of ANKENY
Fiscal Year July 1, 2021 - June 30, 2022

The City of ANKENY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 4/4/2022 05:30 PM

Contact: Jennifer Sease

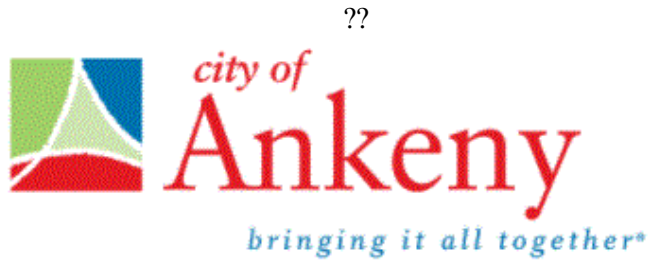
Phone: (515) 965-6400

Meeting Location: Ankeny Kirkendall Public Library - Council Chambers

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	41,979,358	0	41,979,358
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	41,979,358	0	41,979,358
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	9,093,301	-105,455	8,987,846
Other City Taxes	6	3,032,520	85,000	3,117,520
Licenses & Permits	7	2,459,600	19,000	2,478,600
Use of Money & Property	8	1,022,510	-256,300	766,210
Intergovernmental	9	16,839,245	2,701,168	19,540,413
Charges for Service	10	40,486,180	4,096,139	44,582,319
Special Assessments	11	500	-500	0
Miscellaneous	12	5,471,568	-103,292	5,368,276
Other Financing Sources	13	20,011,000	19,542,675	39,553,675
Transfers In	14	17,299,094	-3,163,109	14,135,985
Total Revenues & Other Sources	15	157,694,876	22,815,326	180,510,202
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	24,993,041	-267,876	24,725,165
Public Works	17	7,625,603	414,063	8,039,666
Health and Social Services	18	19,000	-12,000	7,000
Culture and Recreation	19	8,734,715	281,752	9,016,467
Community and Economic Development	20	4,335,958	130,420	4,466,378
General Government	21	4,603,980	154,467	4,758,447
Debt Service	22	23,630,465	14,392,185	38,022,650
Capital Projects	23	37,757,069	175,794	37,932,863
Total Government Activities Expenditures	24	111,699,831	15,268,805	126,968,636
Business Type/Enterprise	25	38,136,091	13,672,386	51,808,477
Total Gov Activities & Business Expenditures	26	149,835,922	28,941,191	178,777,113
Transfers Out	27	17,299,094	-3,163,109	14,135,985
Total Expenditures/Transfers Out	28	167,135,016	25,778,082	192,913,098
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-9,440,140	-2,962,756	-12,402,896
Beginning Fund Balance July 1, 2021	30	111,193,693	26,532,451	137,726,144
Ending Fund Balance June 30, 2022	31	101,753,553	23,569,695	125,323,248

Explanation of Changes: Amended revenues include increases related to the receipt of American Rescue Plan Act (ARPA) grant funds, water sales, utility hookup fees and bond proceeds to current refund the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B. Amended expenditures include increases related to inflation (e.g. costs of goods and services, fuel and natural gas costs), seasonal pay plan adjustments and the current refunding of the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.



ANKENY CITY COUNCIL

City Council Agenda

March 21, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

Print

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?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

??

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Hearing - Amendment of Current Budget for FY22 - 4/4/22 @ 5:30 p.m.***
- ***Public Hearing - SRF Loan Application - 4/4/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 SW Des Moines Street Parks - Phase 1 - 4/4/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 4/18/22 @ 5:30 p.m.***
- ***Public Hearing - NE 36th Street Reconstruction: Interstate 35 to NE Four Mile Drive - 4/18/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 Asphalt Street Resurfacing Program - 4/18/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 Hope Kimberly Voluntary Annexation - 4/18/22@ 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