ANKENY CITY COUNCIL

Regular Meeting

Monday, February 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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All City Council meetings are open to the public. Assistive Listening Devices (ALD) are available for persons with impaired hearing. To request information in an alternative format or request an accommodation to participate in a City Council meeting, contact the Office of the City Clerk at 965-6405.
Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

ELECTRONIC MEETING INFORMATION

https://zoom.us/j/97312992966?pwd=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:	Denise Hoy, City Clerk
PLEDGE OF ALLEGIANCE:	Mark Holm, Mayor

CEREMONY:

1. ESGR Award Ceremony

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the February 21, 2022 Agenda:

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

C. PUBLIC HEARING(S):

1. PH 2022-08 Proposed vacation of 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# C1-1. Consider motion to close Public Hearing 2022-08.

2. PH 2022-09 Proposed ASR #3 - Bid Package #2 - Well Pump and Control Building

Action# C2-1. Consider motion to close Public Hearing 2022-09.

3. PH 2022-10 Proposed NW 36th Street and NW Weigel Drive Water Main

Action# C3-1. Consider motion to close Public Hearing 2022-10.

4. PH 2022-11 Proposed NW 36th Street & NW State Street Interim Improvements

Action# C4-1. Consider motion to close Public Hearing 2022-11.

5. PH 2022-12 Proposed Infrastructure Agreement between the City of Ankeny and Costco Wholesale Corporation

Action# C5-1. Consider motion to close Public Hearing 2022-12.

6. PH 2022-13 Proposed Issuance of Not to Exceed $28,500,000 General Obligation Bonds

Action# C6-1. Consider motion to close Public Hearing 2022-13.

7. PH 2022-14 Proposed Issuance of Not to Exceed $7,600,000 General Obligation Urban Renewal Bonds

Action# C7-1. Consider motion to close Public Hearing 2022-14.

8. PH 2022-15 Proposed Issuance of Not to Exceed $400,000 General Obligation Bonds

Action# C8-1. Consider motion to close Public Hearing 2022-15.

9. PH 2022-16 Proposed Issuance of Not to Exceed $3,000,000 Water Revenue Capital Loan Notes

Action# C9-1. Consider motion to close Public Hearing 2022-16.

10. PH 2022-17 Proposed Issuance of Not to Exceed $235,000 Water Revenue Capital Loan Notes

Action# C10-1. Consider motion to close Public Hearing 2022-17.

11. PH 2022-18 Proposed Issuance of Not to Exceed $174,600 Water Revenue Capital Loan Notes

Action# C11-1. Consider motion to close Public Hearing 2022-18.

12. PH 2022-19 Proposed Issuance of Not to Exceed $400,000 Water Revenue Capital Loan Notes

Action# C12-1. Consider motion to close Public Hearing 2022-19.

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 February 7, 2022, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Park Board meeting of November 29, 2021

CA - 3 Receive and file minutes of the Human Rights Commission meetings of November 11, 2021 and January 27, 2022

CA - 4 Receive and file minutes of the Plan and Zoning Commission meeting of January 19, 2022.

CA - 5 Receive and file minutes of the Zoning Board of Adjustment meeting of January 4, 2022.

CA - 6 Receive and file minutes of the Civil Service Commission meeting of January 10, 2022.

- **Licenses and Permits**

CA - 7 Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

CA - 8 Consider motion to receive and file Financial Reports for January 2022.

CA - 9 Consider motion to receive and file Building Permit Report for January 2022.

CA - 10 Consider motion to receive and file Utility Billing Report for January 2022.

CA - 11 Consider motion to approve Payment #23 in the amount of $4,869.98 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

CA - 12 Consider motion to approve Payment #6 in the amount of $129,442.74 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

CA - 13 Consider motion to approve Payment #10 in the amount of $20,190.20 to FOX

Engineering Associates, Inc., for engineering services on the Ankeny ASR project.

CA - 14 Consider motion to approve Payment #19 in the amount of $5,835.00 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main Improvements - Phase 3 project.

CA - 15 Consider motion to approve Payment #11 in the amount of $340.00 to MSA Professional Services, Inc., for engineering services on the High Trestle Trail Trailhead and Parking Lot Project.

CA - 16 Consider motion to approve Payment #8 in the amount of $50,100.60 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.

CA - 17 Consider motion to approve the February 21, 2022 Accounts Payable. (Finance Committee: K. Walter-Ashby, Chp, K. Whiting, B. Bentz)

- **Personnel Items**

CA - 18 Consider motion to adopt **RESOLUTION** amending the 401 Plan Document Adoption Agreement for the City of Ankeny, Iowa.

CA - 19 Consider motion to accept the Civil Service Commission certified lists for appointment to:
Customer Service Representative - Finance and Park Maintenance Technician - Parks and Recreation, subject to passing any further departmental requirements.

- **Community Development Items**

CA - 20 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of Public Utility Easement, associated with Lot 1, The District at Prairie Trail Plat 11(date of hrg: 3/7/22 @ 5:30 p.m.)

- **Engineering Items**

CA - 21 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement and temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (Southwest Corner of NW 36th Street and North Ankeny Boulevard - GreenState Credit Union)

CA - 22 Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with Threshold Otter Creek, LLC concerning the construction of a traffic signal at the proposed intersection of NE 36th Street and NE Spectrum Drive associated with the Spectrum 36 Development in the City of Ankeny, Iowa.

- **Capital Improvement Projects**

CA - 23 **2020 CIPP Lining Project**: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Municipal Pipe Tool of $419,491.40; c) Approval of Change Order #1 in the amount of ($3,175.00); d) Final Payment #3 in the amount of $1,499.29 / Release of Retainage in the amount of $20,974.57.

CA - 24 **2021 Saylor Creek Repairs & Restoration Project**: Consider motion to approve: a) Final Change Order #2 decreasing the contract amount by $15,640.44; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Elder Corporation in the amount of $142,363.31; and d) Final Payment #3 in the

amount of $7,576.48; and Retainage Payment in the amount of $7,118.17.

- **Administrative Items - none**

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-24

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-24.

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:
Cultural Arts Board
- Hilary Kodatt - effective immediately - term expires 04/30/2025 (Seat 2)
Economic Development Council
- David Kinsley - effective immediately - term expires 06/30/2023 (Seat 3)
Planning and Zoning Commission
- Randy Weisheit - effective immediately - term expires 12/31/2022 (Seat 4)

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

2. An amendment to **RESOLUTION 2021-461** by adding Des Moines Sister Cities Commission and making an appointment for service.

Action# H2-1. Consider motion to amend RESOLUTION 2021-461 by adding Des Moines Sister Cities Commission and appointing Eric Baker as 1st Representative.

- **Approval of Ordinances:**

1. Ord 2095 An Ordinance amending Chapter 30, Economic Development Council, of the Municipal Code of the City of Ankeny, Iowa.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2095, sending it on its final passage and publication as required by law.

2. Ord 2096 An Ordinance vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2.

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2096.

3. 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)

Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2097.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump & Control Building (PH 2022-09)

Action# J1-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $3,232,000.00; 2) receive and file report of bids received February 15, 2022; and 3) adopt RESOLUTION making award of construction contract with WRH, Inc. in the amount of $2,989,800.00.

2. Proposed NW 36th Street & NW Weigel Drive Water Main (PH 2022-10)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $1,399,380.00; 2) receive and file report of bids received February 15, 2022; 3) adopt RESOLUTION making award of construction contract with On Track Construction in the amount of $1,298,500.00; and 4) adopt RESOLUTION approving contract and bonds with On Track Construction in the amount of $1,298,500.00.

3. Proposed NW 36th Street & NW State Street Interim Improvements (PH 2022-11)

Action# J3-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, estimate of cost $712,129.00 and enhancement of payment; 2) receive and file report of bids received February 15, 2022; 3) adopt RESOLUTION making award of construction contract with Con-Struct, Inc. in the amount of $628,798.00; and 4) adopt RESOLUTION approving contract and bonds with Con-Struct, Inc. in the amount of $628,798.00.

4. Proposed Infrastructure Agreement between the City of Ankeny and Costco Wholesale Corporation (PH 2022-12)

Action# J4-1. Consider motion to adopt RESOLUTION approving an infrastructure agreement between the City of Ankeny and Costco Wholesale Corporation.

5. Consider motion to set a public hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan.

Action# J5-1. Consider motion to set public hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan and direct City Clerk to publish notice 30 days prior to hearing (date of hrg: 4/4/22 @ 5:30 p.m.).

6. NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive
Initiate Special Assessment Proceedings

Action# J6-1. Consider motion to adopt a preliminary RESOLUTION for the construction of street, storm sewer, sanitary sewer, water main, street lighting, and other improvements in the City of Ankeny, State of Iowa.

Action# J6-2. Consider motion to adopt RESOLUTION fixing value of lots.

Action# J6-3. Consider motion to adopt RESOLUTION adopting preliminary plat and schedule, estimate of cost, and proposed plans and specifications for the construction of the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

Action# J6-4. Consider motion to adopt RESOLUTION of Necessity (proposed).

7. Proposed 2022 PCC Street Patching Program
Initiate Proceedings

Action# J7-1. Consider motion to adopt RESOLUTION ordering construction on the 2022 PCC Street Patching Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/15/22 @ 10:30 AM / date of hrg: 3/21/22 @ 5:30 PM)

8. Proposed 2022 CIPP Lining Project
Initiate Proceedings

Action# J8-1. Consider motion to adopt RESOLUTION ordering construction on the 2022 CIPP Lining Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 03/15/22 @ 10:30 a.m./date of hrg: 03/21/22 @ 5:30 p.m.)

9. Proposed 2022 PCC Reconstruction Program - NW 5th Street
Initiate Proceedings

Action# J9-1. Consider motion to adopt RESOLUTION ordering construction on the 2022 PCC Reconstruction Program - NW 5th Street project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/15/22 @ 10:30 A.M. / date of hrg: 3/21/22 @ 5:30 P.M.)

10. Resolution concerning the establishment of Central Iowa Water Works

Action# J10-1. Consider motion to adopt RESOLUTION approving the City of Ankeny's participation in further discussions and exploration concerning the establishment of Central Iowa Water Works.

11. Diamond Hills Greenway Stream Repairs project
Professional Services Agreement with Nilles Associates, Inc.

Action# J11-1. Consider motion to approve the Professional Services Agreement with Nilles Associates, Inc. for design engineering services on the Diamond Hills Greenway Stream Repairs in an amount not to exceed $37,900.00 and authorize the Mayor to execute said Agreement.

12. Proposed Issuance of Not to Exceed $28,500,000 General Obligation Bonds (PH 2022-13)

Action# J12-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed $28,500,000 General Obligation Bonds.

13. Proposed Issuance of Not to Exceed $7,600,000 General Obligation Urban Renewal Bonds (PH 2022-14)

Action# J13-1. Consider motion to adopt RESOLUTION instituting proceedings to take

additional action for the issuance of not to exceed $7,600,000 General Obligation Urban Renewal Bonds.

14. Proposed Issuance of Not to Exceed $400,000 General Obligation Bonds (PH 2022-15)

Action# J14-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed $400,000 General Obligation Bonds.

15. Proposed Issuance of Not to Exceed $3,000,000 Water Revenue Capital Loan Notes (PH 2022-16)

Action# J15-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $3,000,000 Water Revenue Capital Loan Notes.

16. Proposed Issuance of Not to Exceed $235,000 Water Revenue Capital Loan Notes (PH 2022-17)

Action# J16-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $235,000 Water Revenue Capital Loan Notes.

17. Proposed Issuance of Not to Exceed $174,600 Water Revenue Capital Loan Notes (PH 2022-18)

Action# J17-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $174,6000 Water Revenue Capital Loan Notes.

18. Proposed Issuance of Not to Exceed $400,000 Water Revenue Capital Loan Notes (PH 2022-19)

Action# J18-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $400,000 Water Revenue Capital Loan Notes.

19. Proposed Issuance of General Obligation Bonds, Series 2022A

Action# J19-1. Consider motion to adopt RESOLUTION authorizing the issuance of General Obligation Bonds, Series 2022A, and levying a tax for the payment thereof.

20. Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2022 - June 30, 2023
Set Public Hearing Date

Action# J20-1. Consider motion to set a public hearing on the maximum property tax dollars for Fiscal Year July 1, 2022 - June 30, 2023 for March 7, 2022 at 5:30 p.m. and direct City Clerk to publish notice of such hearing.

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:**

  - ***CAPS Meeting - Budget Workshop - Hotel/Motel & Enterprise Funds - 2/28/22 @ 5:30 p.m.***
  - ***Public Hearing - SE Delaware Ave HMA Widening - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 PCC Pavement Preservation - SW State St - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - N Ankeny Blvd Fiber Optic Upgrade - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 PCC Reconstruction Program - SE Peachtree Dr - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - NE Four Mile Drive RCB - Deer Creek - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - Ordinance - Entertainment District - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - Vacate - PUE - Lot 1, The District at Prairie Trail Plat 11 - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - Proposed Maximum Property Tax Dollars - 3/7/22 @ 5:30 p.m.***
  - ***Public Informational Meeting - FY2023 Budget - 3/10/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 CIPP Lining Project - 3/21/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 PCC Reconstruction Program - NW 5th St - 3/21/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 PCC Street Patching Program - 3/21/22 @ 5:30 p.m.***
  - ***Public Hearing - Resolution of Necessity - NE 36th Street Reconstruction Project - 3/21/22 @ 5:30 p.m.***
  - ***Public Hearing - SRF Loan Application - 4/4/22 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Hearing

LEGAL:

SUBJECT:

PH 2022-08:

Proposed vacation of 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:

The City has received a request to vacate a portion of Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Merchant Street and SW Park Square Drive. The purpose of the proposed public land vacation is to allow a trash enclosure to remain as was constructed as part of the District Building 6 at 1345 SW Park Square Drive. The area to be vacated is not part of the paved public parking area and is currently being used for sidewalks, greenspace, and a trash enclosure which is necessary to provide capacity for the event uses as part of District Building 6. Therefore, the subject portion of public land is unnecessary for municipal use. City staff has reviewed the request, and has determined that the vacation is appropriate.

FISCAL IMPACT: **??Yes**

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to vacate 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.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval of the request to vacate 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 at their meeting on January 19, 2022.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-08.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Ordinance
Vacation Exhibit
P&Z Minutes
Staff Report
Applicant Letter
Aerial Map

PUBLIC HEARING 2022-08 **5:30 P.M.** **FEBRUARY 21, 2022**

PROPOSED VACATION OF 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

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2097 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.

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

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- Consider **MOTION** to close Public Hearing 2022-08.

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

Preparer Information: Deb Gervais, City of Ankeny, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

ORDINANCE

**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 21st day of March, 2022.

CITY OF ANKENY, IOWA

_____
Mark E. Holm, Mayor

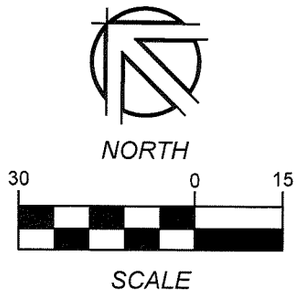
ATTEST:

_____
Denise L. Hoy, City Clerk

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

**1st Con _____ (Public Hearing)
2nd Con _____
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
O	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

THAREN J. HELGERSON LICENSED 18530 IOWA PROFESSIONAL LAND SURVEYOR

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: _____ 1-11-22

Name: Tharen J. Helgerson, P.L.S. No. 18530 Date

My license renewal date is December 31, 2022 Date of survey: 09/09/21

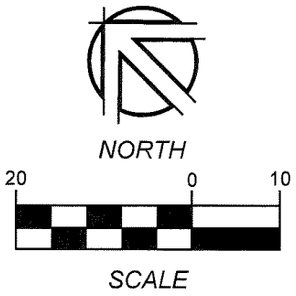
Pages or sheets covered by this seal: Sheets 1 and 2 of 2 sheets only

NILLES ASSOCIATES
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	NAI No.: 18154	DRAWN BY: TJH	DWG No.: 1/2
LOCATION: THE DISTRICT AT PRAIRIE TRAIL PLAT 8 ANKENY, IOWA	DATE: 12/22/21	CHECKED BY: RJS	SHEET TITLE: EX-1

V:\NAI 2017\Projects 2017\18154\dwg\18154-VX.dwg

EXHIBIT "A"



SUBJECT PROPERTY LEGAL DESCRIPTION

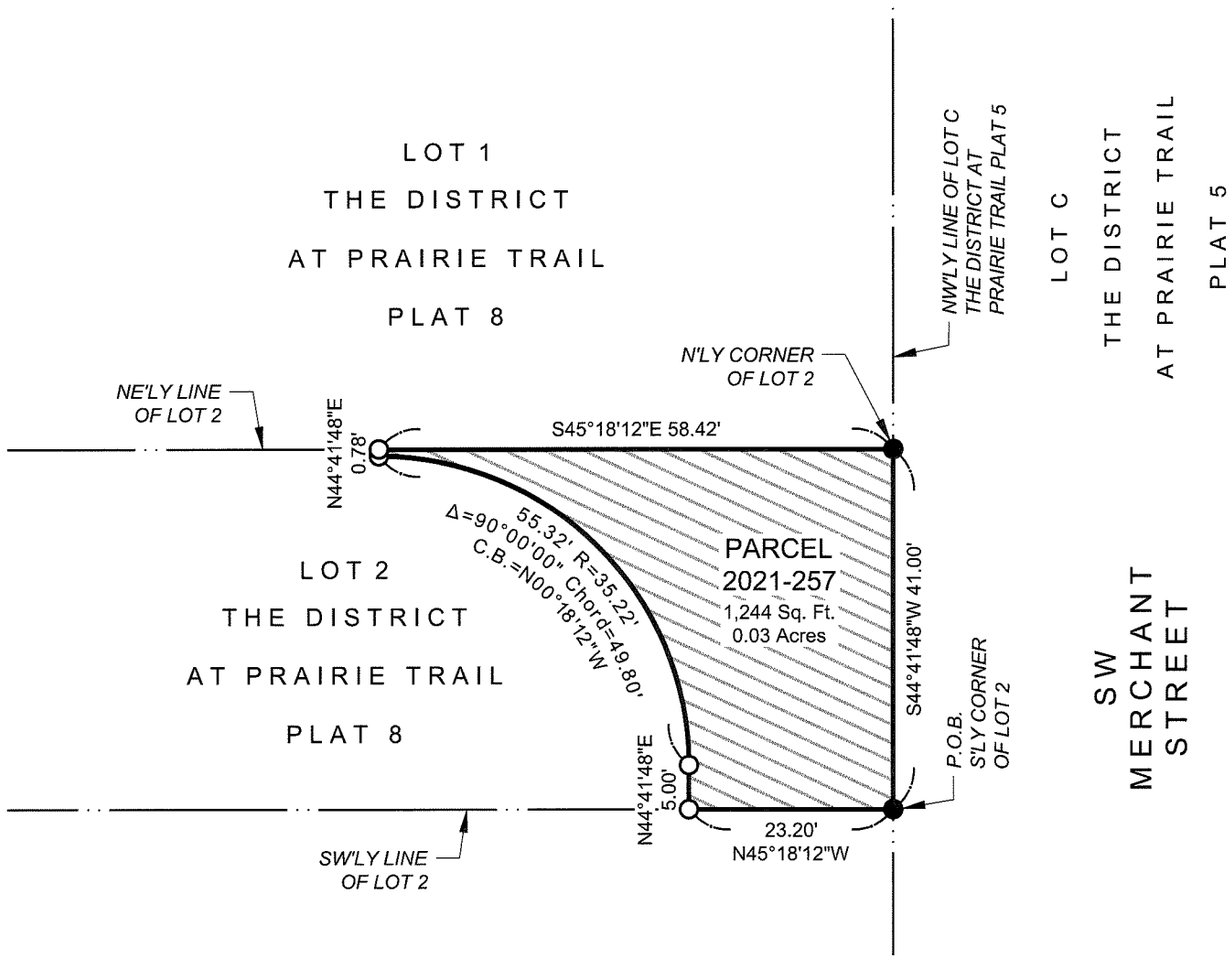
Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa.

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.



NILES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT: PUBLIC LAND VACATION	NAI No.: 18154	DRAWN BY: TJH	DWG No.: 2/2
LOCATION: THE DISTRICT AT PRAIRIE TRAIL PLAT 8 ANKENY, IOWA	DATE: 12/22/21	CHECKED BY: RJS	SHEET TITLE: EX-2

V:\NAI 2017\Projects 2017\18154\dwg\18154-VX.dwg

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 19, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair T.Flack called the January 19, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Annette Renaud and Todd Ripper. Absent: Ted Rapp and Lisa West. Staff present: E.Jensen, E.Carstens, D.Gervais, L.Hutzell, B.Fuglsang

BUSINESS ITEMS
Item #4. Request to vacate a portion of public land, Lot 2, The District at Prairie Trail Plat 8
D.Gervais reported that the City received a request to vacate a portion of Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Merchant Street and SW Park Square Drive. The area to be vacated is not part of the paved public parking area and is currently being used for sidewalks, greenspace, and a trash enclosure for event uses as part of District Building 6. She stated the purpose of the proposed public land vacation is to allow a trash enclosure to remain, as was constructed, as part of the District Building 6 at 1345 SW Park Square Drive. Staff's recommendation is that the Plan & Zoning Commission recommend City Council approval of the request to vacate a portion of Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Merchant Street and SW Park Square Drive.

T.Ripper asked if the trash enclosure is currently located on this property. Staff responded yes.

There were no comments from the applicant.

Motion by T.Ripper to recommend City Council approval of the request to vacate 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. Second by G.Hunter. All voted aye. Motion carried 4 – 0.

city of Ankeny

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Plan and Zoning Commission
Staff Report

Meeting Date: January 19, 2022

Agenda Item: Lot 2, The District at Prairie Trail Plat 8 – Public Land Vacation
Report Date: January 4, 2022
Prepared By: Deb Gervais, Senior Planner EJC

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request to vacate a portion of Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Merchant Street and SW Park Square Drive.

Discussion

The City has received a request to vacate a portion of Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Merchant Street and SW Park Square Drive. The purpose of the proposed public land vacation is to allow a trash enclosure to remain as was constructed as part of the District Building 6 at 1345 SW Park Square Drive. The area to be vacated is not part of the paved public parking area and is currently being used for sidewalks, greenspace, and a trash enclosure which is necessary to provide capacity for the event uses as part of District Building 6. Therefore, the subject portion of public land is unnecessary for municipal use.

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

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

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

December 22, 2021

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

RE: Lot 2, The District at Prairie Trail Plat 8 – Public Land Vacation Approval Letter

Planning and Building Director, Honorable Mayor and Members of the City Council:

On behalf of DRA Properties, we are applying for the City of Ankeny to vacate a portion of City owned property located in The District at Prairie Trail Plat. The area lies southwesterly of District Building No. 6 located at the intersection of SW Park Square Drive and SW Merchant Street. The area to be vacated is not part of the paved public parking area and is used for sidewalks, greenspace, and a trash enclosure added to provide capacity for the event uses within District Building 6.

We recognize the growing need for buildings within the District to make use of adjacent open space areas and believe this should be the last vacation request of this kind. A similar request was recently applied for and granted on the proposed District 5 building for another trash enclosure and electric transformer.

We respectfully request the City's review and approval of this right-of-way vacation and conveyance. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further.

Thank you very much for your time and consideration.

Sincerely,

Roger J. Silver

Roger J. Silver, ASLA
NILLES ASSOCIATES, INC.

N

1 inch = 100 feet

Date: 1/4/2022

District at Prairie Trail Plat 8
Public Land Vacation

Ankeny
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??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-09: Proposed ASR #3 - Bid Package #2 - Well Pump and Control Building

EXECUTIVE SUMMARY:

ASR #3 - Bid Package #2 - Well Pump and Control Building

The ASR #3 - Bid Package #2 - Well Pump and Control Building project will include the construction of one aquifer storage and recovery system, well pump, control building, interior process piping, chemical feed systems, electrical and control systems, buried water and sanitary sewer piping, grading, paving, and other items as detailed in the Contract Documents.

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

1. WRH Inc. $2,989,800.00

2. Woodruff Construction Inc. $3,283,170.00

The Engineer's Estimate for the project was $3,232,000.00. The bids ranged from approximately 2% above to 7% below the engineer's estimate. The City reviewed the bid results both internally and with the project's engineering consultant and WRH, Inc. has completed a few projects for clients of Fox Strand Engineering in the past with positive results. It is recommended that the project be awarded to WRH, Inc. of Amana, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project after the date set forth in the written Notice to Proceed, and they will have until June 30, 2022 to substantially complete the project and July 7, 2022 to fully complete the project.

FISCAL IMPACT: **??No**

This project is included in the City's current Capital Improvements Program with construction scheduled in 2022 and 2023.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost ($3,232,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the ASR #3 - Bid Package #2 - Well Pump and Control Building Project.

3. Receive and file the report of bids received on February 15, 2022.

4. Approve Resolution, making award of construction contract to WRH, Inc. of Amana, Iowa.

5. Authorize the Mayor to sign the Notice of Award to WRH, Inc. of Amana, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 10, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as February 15, 2022, and setting the public hearing date as February 21, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-09.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
RES - plans, specs
Bid Sheet
Bid Tabulation
RES - making award
Notice of Award
Project Location Map

PUBLIC HEARING 2022-09 **5:30 P.M.** **FEBRUARY 21, 2022**

PROPOSED WELL NO. 7 / ASR NO. 3 – BID PACKAGE 2 – WELL PUMP & CONTROL BUILDING

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 Well No. 7 / ASR No. 3 – Bid Package 2 – Well Pump & Control Building project. Notice of this hearing was published in the Des Moines Register on the 4th day of February, 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 2022-09.

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 WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING", 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 WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING

WHEREAS, on the **18th** day of **January**, 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 Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building; 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 February, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
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BID LETTING **10:30 A.M.** **FEBRUARY 15, 2022**

WELL NO. 7/ASR NO. 3 – BID PACKAGE 2 – WELL PUMP & CONTROL BUILDING

The purpose of this meeting is to receive, open and tabulate bids for construction of the Well No. 7/ASR No. 3 – Bid Package 2 – Well Pump & Control Building project in accordance with the Plans and Specifications prepared by Fox Strand.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $3,232,000

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (3) Acknowledged
1)	✓	Woodruff Inc 1920 Philadelphia Ames IA 50010	$3,283,170.00	✓
* 2)	✓	WRH Inc POBox 256 Amana 52203	$2,989,800.00	✓
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 February 21, 2022 at 5:30 P.M.

Donald Clark
Don Clark, Municipal Utilities Director

ATTEST:

Denise L. Hoy
Denise L. Hoy, City Clerk

BID TABULATION

Well No. 7 / ASR No. 3 - Bid Package 2
Well Pump and Control Building
Ankeny, Iowa

BID DATE: February 15, 2022 @ 10:30 AM

FOX STRAND PN: 3379-20A.440

BIDDER	ENGINEER'S ESTIMATE	WRH, Inc. PO Box 256 Amana, IA 52203	Woodruff Construction, Inc. 1920 Philadelphia St #102 Ames, IA 50010
CHECK OR BID BOND		X	X
ACKNOWLEDGE ADDENDA		X	X
BIDDER STATUS FORM		X	X
DESCRIPTION		TOTAL PRICE	TOTAL PRICE
LUMP SUM BID PRICE	**$ 3,230,000.00**	**$ 2,989,800.00**	**$ 3,283,170.00**

PREPARED BY:
FOX STRAND
AMES, IOWA

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING", 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 WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING

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 Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building, described in the plans and specifications heretofore adopted by this Council on February 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **WRH, Inc.** of **Amana, Iowa**

Amount of bid: **$2,989,800.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A
Project:	Well No. 7 / ASR No. 3 – Bid Package 2 – Well Pump and Control Building		
Contract Name:			
Bidder:	WRH, Inc.		
Bidder's Address:	PO Box 256, Amana, IA 52203		

You are notified that Owner has accepted your Bid dated February 15, 2022, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for **Well No. 7 / ASR No. 3 – Bid Package 2 – Well Pump and Control Building**:

The Contract Price of the awarded Contract is **$2,989,800**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. 3. Other conditions precedent (if any):
    a. Before you may start work at site; paragraph 2.01.B of the General Conditions provides that you must deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
    b. Paragraph 2.03 states that before starting construction, a preliminary progress schedule, a preliminary schedule of submittals, and a preliminary schedule of values are required.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Ankeny**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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ASR #3 - Bid Package #2 - Well Pump and Control Building
Map is for Location Purposes Only

W E S N

1 in = 150 ft

Date: 1/10/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-10:

Proposed NW 36th Street and NW Weigel Drive Water Main

EXECUTIVE SUMMARY:

NW 36th Street and NW Weigel Drive Water Main

The NW 36th Street and NW Weigel Drive Water Main project includes construction of a 16-inch diameter water main along NW Weigel Drive, from NW 18th Street to NW 36th Street, and along NW 36th Street, from NW Weigel Drive to NW Irvinedale Drive. The project also consists of earthwork, culvert and driveway replacements, and other associated work.

The improvements include construction of approximately 8,900 lineal feet of trenched 16-inch water main, 60 LF of trenched 12-inch water main, 120 LF of trenched 16-inch restrained joint water main, 110 LF of

trenchless 16-inch water main with casing pipe, water services, fire hydrants, a hydrant relocation, tracer wire access pedestals, water main fittings of various sizes, culvert removal and replacement, granular resurfacing, driveway removal, traffic control, erosion control, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, February 15, 2022. Six (6) bids were received as follows:

1. On Track Construction $1,298,500.00
2. J&K Contracting, LLC $1,365,365.00
3. Rognes Corporation $1,524,000.00
4. Vanderpool Construction $1,726,965.00
5. Synergy Contracting, LLC $1,886,866.00
6. Absolute Infrastructure $1,995,902.00

The Engineer's Estimate for the project was $1,399,380.00. The bids ranged from approximately 7% below the estimate to 43% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. On Track Construction has completed a few jobs for the City with the most recent project being West Outfall Basin Sanitary Sewer Improvements and Irvinedale Drive Transmission Main - Phase 1. It is recommended that the project be awarded to On Track Construction of Nevada, 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 4, 2022), and they will have 110 Working Days to fully complete the project.

FISCAL IMPACT: **??No**

This project is included in the City's current Capital Improvements Program with construction scheduled in 2022.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost ($1,357,755.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the NW 36th Street and NW Weigel Drive Water Main Project.

3. Receive and file the report of bids received on February 15, 2022.

4. Approve Resolution, making award of construction contract to On Track Construction of Nevada, Iowa.

5. Approve Resolution, approving contract and bonds with On Track Construction in the amount of $1,298,500.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 18, 2022: The City Council approved a Resolution ordering construction and setting the bid

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

PUBLIC OUTREACH EFFORTS:

Notice of Intent to Commence a Public Improvement Project was mailed to affected property owners as required by the Iowa Code, along with legal publication in the Des Moines Register on February 4, 2022. The affected property owners were given the opportunity to meet in person or by phone with City staff and the Consulting Engineer to discuss the proposed improvements and easements that need to be acquired for the project.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-10.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2022-10 **5:30 P.M.** **FEBRUARY 21, 2022**

PROPOSED NW 36TH STREET & NW WEIGEL DRIVE WATER MAIN

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 NW 36th Street & NW Weigel Drive Water Main project. Notice of this hearing was published in the Des Moines Register on the 4th day of February, 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 2022-10.

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 NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN", 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 NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN

WHEREAS, on the **18th** day of **January**, 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 NW 36th Street and NW Weigel Drive Water Main; 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 February, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
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BID LETTING **10:30 A.M.** **FEBRUARY 15, 2022**

NW 36TH STREET & NW WEIGEL DRIVE WATER MAIN

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW 36th Street & NW Weigel Drive Water Main project in accordance with the Plans and Specifications prepared by MSA Professional Services, Inc.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $1,399,380

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (1) Acknowledged
1)	✓	Rognes Corp 720 SW Goodwin St. Ankeny IA 50023	$1,524,000⁻	✓
2)	✓	Vanderpool Construction 1100 N 14th St Indianola. IA 50125	$1,726,965⁰⁰	✓
* 3)	✓	On Track 1316 6th St Nevada IA 50201	$1,298,500⁰⁰	✓
4)	✓	Absolute Infrastructure 1220 NE Station Crossing Dr Grimes, IA 50111	$1,995,902⁰⁰	✓
5)	✓	Synergy Contracting 7481 US Hwy 69 Des Moines IA 50320	$1,886,866⁰⁰	✓
6)	✓	J+K Contracting 10703 Justin Dr Urbandale 50322	$1,365,365⁰⁰	✓

*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 February 21, 2022 at 5:30 P.M.

Donald Clark
Don Clark, Municipal Utilities Director

ATTEST:

Denise L. Hoy
Denise L. Hoy, City Clerk

BID TABULATION

PROJECT: NW 36th STREET AND NW WEIGEL DRIVE WATER MAIN — **PROJECT NUMBER: 09085046**

OWNER: CITY OF ANKENY — **BID DATE: 2/15/2022**

ITEM CODE	ITEM DESCRIPTION	UNITS	QUANTITY	MSA Engineer's Estimate		ON TRACK CONSTRUCTION		J&K CONTRACTING		ROGNES CORPORATION		VANDERPOOL CONSTRUCTION		SYNERGY CONTRACTING		ABSOLUTE INFRASTRUCTURE	
				UNIT PRICE	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Division 2: Earthwork																	
2010-108-D-1	Topsoil , On-site	CY	6,460	$ 15.00	$ 96,900.00	$ 2.00	$ 12,920.00	$ 6.00	$ 38,760.00	$ 2.00	$ 12,920.00	$ 12.50	$ 80,750.00	$ 14.00	$ 90,440.00	$ 12.00	$ 77,520.00
2010-108-J-3-a	Remokval of Known Pipe and Condut, CMP	LF	168	$ 15.00	$ 2,520.00	$ 25.00	$ 4,200.00	$ 15.00	$ 2,520.00	$ 18.00	$ 3,024.00	$ 50.00	$ 8,400.00	$ 42.00	$ 7,056.00	$ 45.00	$ 7,560.00
Division 3: Trench Excavation and Backfill																	
3010-108-F-0	Trench Compaction Testing	LS	1	$ 9,000.00	$ 9,000.00	$ 8,075.00	$ 8,075.00	$ 8,500.00	$ 8,500.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 10,500.00	$ 10,500.00	$ 10,350.00	$ 10,350.00
Division 4: Sewers and Drains																	
4030-108-A-1A	Pipe Culvert, Trenched, CMP, 15"	LF	124	$ 50.00	$ 6,200.00	$ 65.00	$ 8,060.00	$ 60.00	$ 7,440.00	$ 130.00	$ 16,120.00	$ 87.00	$ 10,788.00	$ 119.00	$ 14,756.00	$ 115.00	$ 14,260.00
4030-108-A-1B	Pipe Culvert, Trenched, CMP, 24"	LF	9	$ 70.00	$ 630.00	$ 220.00	$ 1,980.00	$ 100.00	$ 900.00	$ 175.00	$ 1,575.00	$ 139.00	$ 1,251.00	$ 210.00	$ 1,890.00	$ 195.00	$ 1,755.00
4030-108-A-1C	Pipe Culvert, Trenched, CMP, 30"	LF	35	$ 90.00	$ 3,150.00	$ 155.00	$ 5,425.00	$ 150.00	$ 5,250.00	$ 190.00	$ 6,650.00	$ 160.00	$ 5,600.00	$ 224.00	$ 7,840.00	$ 195.00	$ 6,825.00
4030-108-B-0A	Pipe Apron, CMP, 15"	EA	6	$ 350.00	$ 2,100.00	$ 950.00	$ 5,700.00	$ 1,500.00	$ 9,000.00	$ 1,400.00	$ 8,400.00	$ 875.00	$ 5,250.00	$ 2,380.00	$ 14,280.00	$ 1,450.00	$ 8,700.00
4030-108-B-0B	Pipe Apron, CMP, 24"	EA	2	$ 500.00	$ 1,000.00	$ 1,050.00	$ 2,100.00	$ 2,000.00	$ 4,000.00	$ 1,650.00	$ 3,300.00	$ 1,400.00	$ 2,800.00	$ 2,800.00	$ 5,600.00	$ 1,825.00	$ 3,650.00
4030-108-B-0C	Pipe Apron, CMP, 30"	EA	3	$ 900.00	$ 2,700.00	$ 1,600.00	$ 4,800.00	$ 2,500.00	$ 7,500.00	$ 2,700.00	$ 8,100.00	$ 1,750.00	$ 5,250.00	$ 3,325.00	$ 9,975.00	$ 2,455.00	$ 7,365.00
Divison 5: Water Mains and Appurtenances																	
5010-108-A-1A	Water Main, Trenched, C900, 16"	LF	8,832	$ 100.00	$ 883,200.00	$ 100.00	$ 883,200.00	$ 100.00	$ 883,200.00	$ 129.00	$ 1,139,328.00	$ 128.00	$ 1,130,496.00	$ 150.50	$ 1,329,216.00	$ 153.00	$ 1,351,296.00
5010-108-A-1B	Water Main, Trenched, C900, 12"	LF	54	$ 75.00	$ 4,050.00	$ 145.00	$ 7,830.00	$ 95.00	$ 5,130.00	$ 105.00	$ 5,670.00	$ 91.00	$ 4,914.00	$ 168.00	$ 9,072.00	$ 125.00	$ 6,750.00
5010-108-A-1C	Water Main, Trenched, Restrained Joint, 16"	LF	120	$ 200.00	$ 24,000.00	$ 135.00	$ 16,200.00	$ 200.00	$ 24,000.00	$ 175.00	$ 21,000.00	$ 137.00	$ 16,440.00	$ 196.00	$ 23,520.00	$ 165.00	$ 19,800.00
5010-108-B-2	Water Main with Casing Pipe, Trenchless, C900, 16"	LF	105	$ 675.00	$ 70,875.00	$ 725.00	$ 76,125.00	$ 530.00	$ 55,650.00	$ 635.00	$ 66,675.00	$ 950.00	$ 99,750.00	$ 700.00	$ 73,500.00	$ 1,100.00	$ 115,500.00
5010-108-C-1A	Bend, DIP, 16", 45DEG	EA	8	$ 3,675.00	$ 29,400.00	$ 3,750.00	$ 30,000.00	$ 3,000.00	$ 24,000.00	$ 2,500.00	$ 20,000.00	$ 3,200.00	$ 25,600.00	$ 4,130.00	$ 33,040.00	$ 3,225.00	$ 25,800.00
5010-108-C-1B	Reducer, DIP, 16"x12"	EA	1	$ 5,250.00	$ 5,250.00	$ 2,085.00	$ 2,085.00	$ 2,000.00	$ 2,000.00	$ 1,600.00	$ 1,600.00	$ 2,500.00	$ 2,500.00	$ 2,940.00	$ 2,940.00	$ 5,025.00	$ 5,025.00
5010-108-C-1C	Reducer, DIP, 12"x6"	EA	1	$ 2,625.00	$ 2,625.00	$ 1,400.00	$ 1,400.00	$ 1,500.00	$ 1,500.00	$ 800.00	$ 800.00	$ 1,500.00	$ 1,500.00	$ 1,995.00	$ 1,995.00	$ 1,425.00	$ 1,425.00
5010-108-C-1D	Tee, 16"X12"	EA	1	$ 5,250.00	$ 5,250.00	$ 4,595.00	$ 4,595.00	$ 4,000.00	$ 4,000.00	$ 3,200.00	$ 3,200.00	$ 4,700.00	$ 4,700.00	$ 5,740.00	$ 5,740.00	$ 4,365.00	$ 4,365.00
5010-108-D-0A	Water Service Stub, Near-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1	$ 2,100.00	$ 2,100.00	$ 2,685.00	$ 2,685.00	$ 2,500.00	$ 2,500.00	$ 1,875.00	$ 1,875.00	$ 1,700.00	$ 1,700.00	$ 3,325.00	$ 3,325.00	$ 2,525.00	$ 2,525.00
5010-108-D-0B	Water Servcie Stub, Far-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1	$ 3,675.00	$ 3,675.00	$ 4,650.00	$ 4,650.00	$ 3,000.00	$ 3,000.00	$ 2,600.00	$ 2,600.00	$ 2,700.00	$ 2,700.00	$ 3,535.00	$ 3,535.00	$ 4,975.00	$ 4,975.00
5010-999-A	Connect to Existing Main	EA	1	$ 5,250.00	$ 5,250.00	$ 11,000.00	$ 11,000.00	$ 35,000.00	$ 35,000.00	$ 4,500.00	$ 4,500.00	$ 13,000.00	$ 13,000.00	$ 5,040.00	$ 5,040.00	$ 6,350.00	$ 6,350.00
5010-999-B	Tracer Wire Access Pedestal	EA	7	$ 275.00	$ 1,925.00	$ 1,000.00	$ 7,000.00	$ 350.00	$ 2,450.00	$ 100.00	$ 700.00	$ 775.00	$ 5,425.00	$ 735.00	$ 5,145.00	$ 750.00	$ 5,250.00
5020-108-A-0A	Valve, DIP 16"	EA	3	$ 8,925.00	$ 26,775.00	$ 9,950.00	$ 29,850.00	$ 10,000.00	$ 30,000.00	$ 9,500.00	$ 28,500.00	$ 10,800.00	$ 32,400.00	$ 13,440.00	$ 40,320.00	$ 11,875.00	$ 35,625.00
5020-108-A-0B	Valve, DIP, 12"	EA	1	$ 6,300.00	$ 6,300.00	$ 3,650.00	$ 3,650.00	$ 4,000.00	$ 4,000.00	$ 3,800.00	$ 3,800.00	$ 4,500.00	$ 4,500.00	$ 5,845.00	$ 5,845.00	$ 4,350.00	$ 4,350.00
5020-108-C-0	Fire Hydrant Assembly	EA	7	$ 6,300.00	$ 44,100.00	$ 7,350.00	$ 51,450.00	$ 8,000.00	$ 56,000.00	$ 7,150.00	$ 50,050.00	$ 8,500.00	$ 59,500.00	$ 9,030.00	$ 63,210.00	$ 9,750.00	$ 68,250.00
5020-1008-I-O	Fire Hydrant Assembly Removal and Relocation	EA	1	$ 2,100.00	$ 2,100.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 3,800.00	$ 3,800.00	$ 3,900.00	$ 3,900.00	$ 3,220.00	$ 3,220.00	$ 2,550.00	$ 2,550.00
Division 7: Streets and Related Work																	
7030-108-A-0	Remvoal of Granular Surfacing	SY	223	$ 10.00	$ 2,230.00	$ 25.00	$ 5,575.00	$ 10.00	$ 2,230.00	$ 30.00	$ 6,690.00	$ 7.00	$ 1,561.00	$ 14.00	$ 3,122.00	$ 14.00	$ 3,122.00
7030-108-H-2A	Driveway, Granular	SY	98	$ 25.00	$ 2,450.00	$ 30.00	$ 2,940.00	$ 15.00	$ 1,470.00	$ 30.00	$ 2,940.00	$ 30.00	$ 2,940.00	$ 28.00	$ 2,744.00	$ 33.00	$ 3,234.00
7030-108-H-2B	Granular Surfacing, Class A Crushed Stone	SY	125	$ 25.00	$ 3,125.00	$ 35.00	$ 4,375.00	$ 20.00	$ 2,500.00	$ 30.00	$ 3,750.00	$ 30.00	$ 3,750.00	$ 28.00	$ 3,500.00	$ 33.00	$ 4,125.00
Division 8: Traffic Control																	
8030-108-A-0	Traffice Control	LS	1	$ 5,000.00	$ 5,000.00	$ 4,500.00	$ 4,500.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 6,500.00	$ 6,500.00
Division 9: Site Work and Landscaping																	
9010-108-A-0A	Conventional Seeding, Fertilizing and Mulching, Type 2	AC	5	$ 2,500.00	$ 12,500.00	$ 2,775.00	$ 13,875.00	$ 3,000.00	$ 15,000.00	$ 2,400.00	$ 12,000.00	$ 3,000.00	$ 15,000.00	$ 3,850.00	$ 19,250.00	$ 3,750.00	$ 18,750.00
9010-108-A-0B	Temporary Seeding and BFM Mulching	AC	5	$ 1,000.00	$ 5,000.00	$ 2,775.00	$ 13,875.00	$ 3,000.00	$ 15,000.00	$ 2,200.00	$ 11,000.00	$ 3,000.00	$ 15,000.00	$ 3,850.00	$ 19,250.00	$ 3,750.00	$ 18,750.00
9040-108-N-1	Silt Fence	LF	6,000	$ 3.00	$ 18,000.00	$ 1.70	$ 10,200.00	$ 1.50	$ 9,000.00	$ 1.75	$ 10,500.00	$ 1.80	$ 10,800.00	$ 2.00	$ 12,000.00	$ 3.00	$ 18,000.00
9040-108-N-3	Silt Fence, Removal of Device	LF	6,000	$ 1.00	$ 6,000.00	$ 0.10	$ 600.00	$ 0.05	$ 300.00	$ 0.50	$ 3,000.00	$ 0.05	$ 300.00	$ 0.25	$ 1,500.00	$ 0.10	$ 600.00
Division 11: Miscellaneous																	
11,020-108-A-0	Mobilization	LS	1	$ 104,000.00	$ 104,000.00	$ 52,580.00	$ 52,580.00	$ 92,065.00	$ 92,065.00	$ 32,783.00	$ 32,783.00	$ 133,500.00	$ 133,500.00	$ 51,000.00	$ 51,000.00	$ 125,000.00	$ 125,000.00
	TOTAL BID ITEMS				**$1,399,380.00**		**$1,298,500.00**		**$1,365,365.00**		**$1,516,850.00**		**$1,726,965.00**		**$1,886,866.00**		**$1,995,902.00**

Highlighted item on Rognes Corporation bid was not correct on their bid form. Unit price for bid item was $7,150 but extended price math was incorrect. Math error does affect total overall bid amount, but does not affect overall bid order.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN", 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 NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN

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 NW 36th Street and NW Weigel Drive Water Main, described in the plans and specifications heretofore adopted by this Council on February 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **On Track Construction** of **Nevada, Iowa**

Amount of bid: **$1,298,500.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN", 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 NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN

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 NW 36th Street and NW Weigel Drive Water Main, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **On Track Construction** of **Nevada, Iowa**

Amount of bid: **$1,298,500.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **21st** day of **February**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of February, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and On Track Construction 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:

NW 36th STREET AND NW WEIGEL DRIVE WATER MAIN

The NW 36th Street and NW Weigel Drive Water Main project includes construction of water main along NW Weigel, from NW 18th Street to NW 36th Street, and along NW 36th Street, from NW Weigel Drive to NW Irvinedale Drive. The project also consists of earthwork, culvert and driveway replacements, and other associated work.

The improvements include construction of approximately 8,900 LF of trenched 16-inch water main, 60 LF of trenched 12-inch water main, 120 LF of trenched 16-inch restrained joint water main, 110 LF of trenchless 16-inch water main with casing pipe, water services, fire hydrants, a hydrant relocation, tracer wire access pedestals, water main fittings of various sizes, culvert removal and replacement, granular surfacing, driveway removal, traffic control, erosion control, 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 One Million Two Hundred Ninety-Eight Thousand Five Hundred and 00/100 DOLLARS ($ 1,298,500.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **one hundred ten (110) working days.** Full completion for the overall project shall be defined as all water main construction completed and tested, with the streets, driveways, fully open, all surface restoration complete, and 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:

On -Track Construction, LLC.
Contractor

By: _____
Signature

President
Title

1316 6th St. Suite 109
Street Address

Nevada, IA 50201
City, State, Zip Code

515-451-6719
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1321-24 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 _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and ___ _____, to me known, who, being by me duly sworn, did say that they are the ___ _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP 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 Iowa)
) SS
Story County)

On this 16th day of February, 2022, before me a Notary Public in and for said county, personally appeared Matt Ruage, to me personally known, who being by me duly sworn did say that person is President of said On Track Construction, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Matt Ruage, and that said instrument was signed and sealed on behalf of the said Matt Ruage, by authority of its managers and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said On Track Construction, by it voluntarily executed.

Joseph D. Winter
Notary Public in and for the State of Iowa
My commission expires June 3, 2024

NOTARIAL SEAL IOWA
JOSEPH D WINTER
Commission Number 809041
My Commission Expires
6/3/2024

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				
1	Topsoil, On-site	CY	6,460	$2.00	$12,920.00
2	Removal of Known Pipe and Conduit, CMP	LF	168	$25.00	$4,200.00
	TRENCH EXCAVATION AND BACKFILL				
3	Trench Compaction Testing	LS	1	$8,075.00	$8,075.00
	SEWERS AND DRAINS				
4	Pipe Culvert, Trenched, CMP, 15"	LF	124	$65.00	$8,060.00
5	Pipe Culvert, Trenched, CMP, 24"	LF	9	$220.00	$1,980.00
6	Pipe Culvert, Trenched, CMP, 30"	LF	35	$155.00	$5,425.00
7	Pipe Apron, CMP, 15"	EA	6	$950.00	$5,700.00
8	Pipe Apron, CMP, 24"	EA	2	$1,050.00	$2,100.00
9	Pipe Apron, CMP, 30"	EA	3	$1,600.00	$4,800.00
	WATER MAINS AND APPURTENANCES				
10	Water Main, Trenched, C900, 16"	LF	8,832	$100.00	$883,200.00
11	Water Main, Trenched, C900, 12"	LF	54	$145.00	$7,830.00
12	Water Main, Trenched, Restrained Joint, 16"	LF	120	$135.00	$16,200.00
13	Water Main with Casing Pipe, Trenchless, C900, 16"	LF	105	$725.00	$76,125.00
14	Bend, DIP, 16", 45 DEG	EA	8	$3,750.00	$30,000.00
15	Reducer, DIP, 16"x12"	EA	1	$2,085.00	$2,085.00
16	Reducer, DIP, 12"x6"	EA	1	$1,400.00	$1,400.00
17	Tee, 16"x12"	EA	1	$4,595.00	$4,595.00
18	Water Service Stub, Near-Side, Polyethylene, 1", w/ Curb Stop (Typ.)	EA	1	$2,685.00	$2,685.00
19	Water Service Stub, Far-Side, Polyethylene, 1", w/ Curb Stop (Typ.)	EA	1	$4,650.00	$4,650.00
20	Connection to Existing Main	EA	1	$11,000.00	$11,000.00

21	Tracer Wire Access Pedestal	EA	7	$1,000.00	$7,000.00
22	Valve, DIP, 16"	EA	3	$9,950.00	$29,850.00
23	Valve, DIP, 12"	EA	1	$3,650.00	$3,650.00
24	Fire Hydrant Assembly	EA	7	$7,350.00	$51,450.00
25	Fire Hydrant Assembly Removal and Relocation	EA	1	$5,000.00	$5,000.00
	STREETS AND RELATED WORK				
26	Removal of Granular Surfacing	SY	223	$25.00	$5,575.00
27	Driveway, Granular	SY	98	$30.00	$2,940.00
28	Granular Surfacing, Class A Crushed Stone	SY	125	$35.00	$4,375.00
	TRAFFIC				
29	Traffic Control	LS	1	$4,500.00	$4,500.00
	SITE WORK & LANDSCAPING				
30	Conventional Seeding, Fertilizing and Mulching, Type 2	AC	5	$2,775.00	$13,875.00
31	Temporary Seeding and BFM Mulching	AC	5	$2,775.00	$13,875.00
32	Silt Fence	LF	6,000	$1.70	$10,200.00
33	Silt Fence, Removal of Device	LF	6,000	$0.10	$600.00
	MISCELLANEOUS				
34	Mobilization	LS	1	$52,580.00	$52,580.00

TOTAL AMOUNT BID = $ 1,298,500.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, On Track Construction, LLC, as Principal (hereinafter the "Contractor" or "Principal") and IMT 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 One Million Two Hundred Ninety Eight Thousand Five Hundred and No/100 DOLLARS ($1,298,500.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of February, 20 22, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NW 36th STREET AND NW WEIGEL DRIVE WATER MAIN

The NW 36th Street and NW Weigel Drive Water Main project includes construction of water main along NW Weigel, from NW 18th Street to NW 36th Street, and along NW 36th Street, from NW Weigel Drive to NW Irvinedale Drive. The project also consists of earthwork, culvert and driveway replacements, and other associated work.

The improvements include construction of approximately 8,900 LF of trenched 16-inch water main, 60 LF of trenched 12-inch water main, 120 LF of trenched 16-inch restrained joint water main, 110 LF of trenchless 16-inch water main with casing pipe, water services, fire hydrants, a hydrant relocation, tracer wire access pedestals, water main fittings of various sizes, culvert removal and replacement, granular surfacing, driveway removal, traffic control, erosion control, 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 February, 2022.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

On Track Construction, LLC
Contractor

By: _____
Signature

President
Title

SURETY:

IMT Insurance Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Joseph I. Schmit
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains LLC
Company Name

4200 University Ave, Ste 200
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-244-0166
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.**

IMT INSURANCE

POWER OF ATTORNEY

Know All Persons By These Presents, that **IMT Insurance Company** a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jeffrey R. Baker, Nancy D. Baltutat, Patrick K. Duff, Mark E. Keairnes, Greg T. LaMair, Joseph I. Schmit, Christopher R. Seiberling, and Jill Shaffer

of **West Des Moines** and State of **Iowa** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

*******Unlimited Amounts*******

and to bind **IMT Insurance Company** thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of **IMT Insurance Company**, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of **IMT Insurance Company** on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 21st day of February, 2022.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President

STATE OF IOWA
COUNTY OF Dallas } ss:

On this 21st day of February, 2022, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the **IMT Insurance Company**, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
TAMI M SODA-GOOD
Commission Number 816649
My Commission Expires 4/22/2022

Tami M. Soda-Good

Notary Public, Dallas County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the **IMT Insurance Company** do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the **IMT Insurance Company**, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 21st day of February, 2022.

Dalene Holland

Dalene Holland, Secretary

SY 06 06 (01/19)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/15/2022

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 Krist Insurance Group of Iowa LLC 1055 Jordan Creek Parkway Suite 218 West Des Moines IA 50266	CONTACT NAME: PHONE (A/C, No, Ext): 515-270-0909 FAX (A/C, No): 515-270-9296 E-MAIL ADDRESS: kristinsurance@kristinsurance.com
INSURED ONTRACK-01 On Track Construction, LLC Mr. Matthew Runge 1316 6th St STE 109 Nevada IA 50201	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Ins Co of America — 12572 INSURER B : Selective Insurance Company of — 19259 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1587265770 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR Contractual Llab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y		S 2270041	4/1/2021	4/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			S 2270041	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			S 2270041	4/1/2021	4/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9039908	4/1/2021	4/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			S 2270041	4/1/2021	4/1/2022	leased/rented equipt	175,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: NW 36th Street & NW Weigel Drive Water Main
City of Ankeny is listed as Additional Insured

CERTIFICATE HOLDER

City of Ankeny
410 W First St
Ankeny IA 50023
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. BLANKET ADDITIONAL INSUREDS

a. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

b. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

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If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

c. The coverages provided in Paragraphs **a.** and **b.** do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. **Exclusions**

(1) With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

(a) 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 site of the covered operations has been completed; or

(b) 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.

(2) With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations,** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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 architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. **Conditions**

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph **4. Other Insurance, a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary and will not contribute with any other insurance available to an additional insured under this coverage part provided that:

(1) The additional insured is a Named Insured under such other insurance.

(2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. **PROPERTY DAMAGE CARE, CUSTODY OR CONTROL**

The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(4)** and **(5)** do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

(1) Personal property in the care, custody or control of the insured; and

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(2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under **(1)** and **(2)** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of $100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under **(1)** and **(2)** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

3. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) IN SURANCE PROGRAM OR SIMILAR PROJECT

The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance b. Excess Insurance (1)(a):**

(v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy.

4. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion **(SECTION I — COVERAGES; COVERAGE A,** exclusion **e.)** does not apply to this provision. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) Arising out of his or her providing or failing to provide professional health care services.

5. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

Paragraph **c.** is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph **f.(1)** is deleted in its entirety.

6. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement"

7. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

8. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to $1,000,000.

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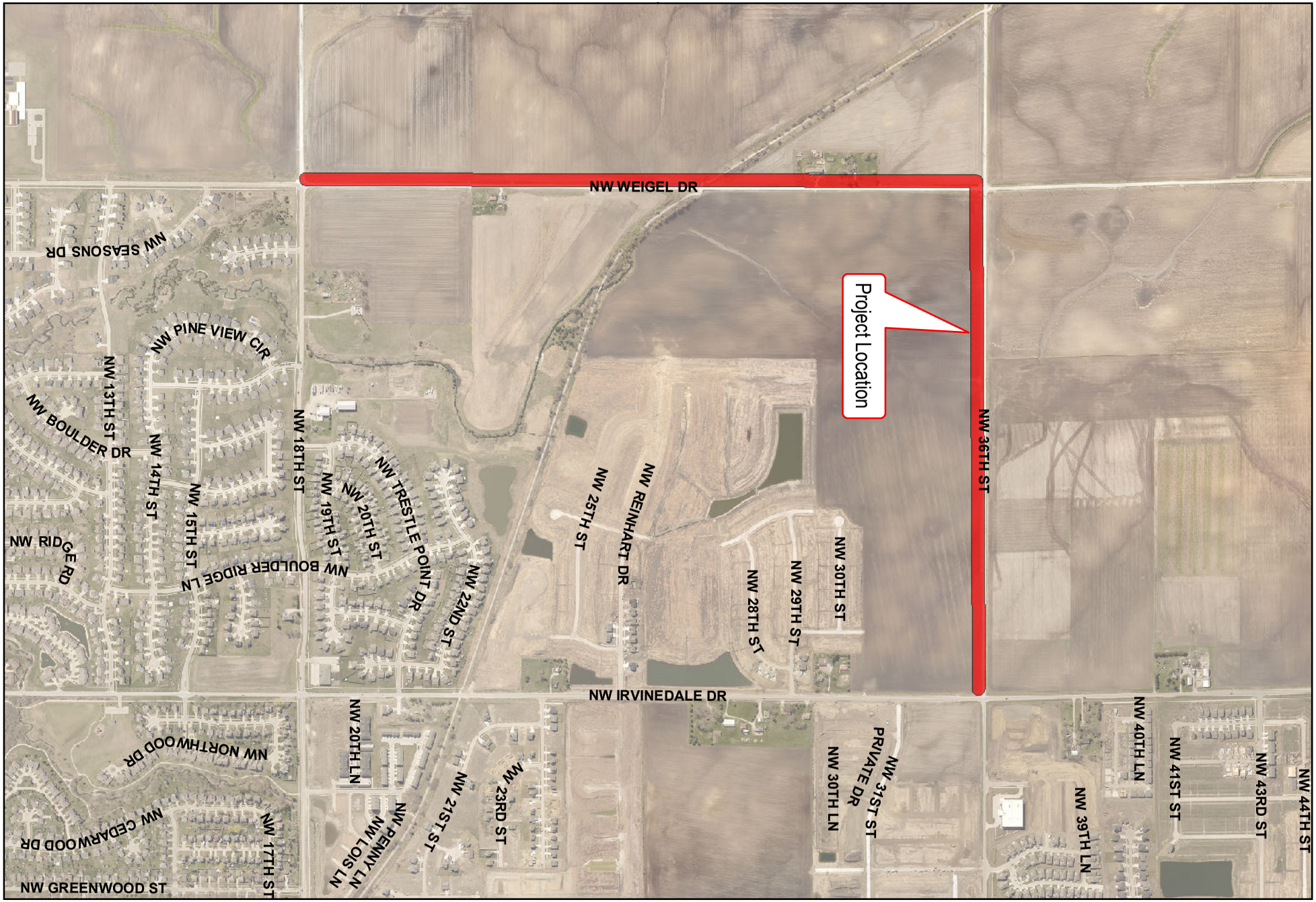

city of Ankeny
bringing it all together

NW 36TH ST & NW WEIGEL DR 16" WATER MAIN

MAP IS FOR LOCATIONAL PURPOSES ONLY

1 in = 1,000 ft

Date: 4/1/2020

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-11: Proposed NW 36th Street & NW State Street Interim Improvements

EXECUTIVE SUMMARY:

The NW 36th Street & NW State Street Interim Improvements will construct improvements that will provide acceptable intersection operation and safety for the next 8-10 years, or until the City proceeds with the ultimate five-lane urban roadway construction, whichever comes first. The improvements include widening NW 36th Street to provide an interim westbound left-turn lane and a permanent eastbound right-turn lane, and constructing a span-wire traffic signal with pedestrian pushbuttons and signal heads to cross each street.

Due to concerns with manufacturing and shipping delays, the City will furnish the fiber optic cables, low-voltage ATC controller and cabinet with accessories, and 48V LED modules for contractor installation.

The improvements include approximately 2,450 SY of 9” thick PCC street pavement, 30 LF of 15” and

24” RCP storm sewer, 200 LF of subdrain, a span-wire traffic signal with pedestrian facilities, 565 CY of Class 10 excavation, 220 SY of pavement removal, 1,350 LF of curb and gutter removal, subgrade preparation, modified subbase, and removal and replacement of driveways, pedestrian ramps and sidewalks. Other associated improvements include granular driveway, traffic control, pavement markings, erosion control, surface restoration, and miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, February 15, 2022. Seven (7) bids were received as follows:

1. Con-struct, Inc. $628,798.00

2. Hawkeye Paving Corporation $693,177.50

3. Absolute Concrete Construction, Inc. $699,589.30

4. Sternquist Construction $727,090.00

5. Shekar Engineering, PLC $742,869.51*

4. Alliance Construction Group, LLC $785,233.25

The Engineer's Estimate for the project was $712,129.00. The bids ranged from approximately 12% below to 10% above the estimate. Public Works staff reviewed the bid results both internally and with the project's engineering consultant, Snyder & Associates, Inc. Con-Struct, Inc. completed the SW State Street & SW Prairie Trail Parkway Traffic Signalization for the City of Ankeny in 2019, and it is recommended that the project be awarded to Con-Struct, Inc. of Ames, Iowa. (* see adjustments in Bid Tabulation, attached)

Pending project approval and award by the City Council, the Contractor shall begin construction no earlier than the day following the last day of student attendance for Ankeny Community School District in June 2022 and complete the project within forty-five (45) working days. A mandatory six-day work week is required and working days will be charged on Saturdays. An enhancement of payment for early completion is available at a rate of $1,000.00 per unused working day, to a maximum of $10,000.00. For the duration of the project, eastbound traffic will be detoured to NW 18th Street. Westbound traffic will be permitted on NW 36th Street.

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 ($712,129.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost and enhancement of payment for the NW 36th Street & NW State Street Interim Improvements.

3. Receive and file the report of bids received on February 15, 2022.

4. Approve Resolution, making award of construction contract to Con-Struct, Inc. of Ames, Iowa.

5. Approve Resolution, approving contract and bonds with Con-Struct, Inc. in the amount of $628,798.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 18, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as February 15, 2022, and setting the public hearing date as February 21, 2022.

PUBLIC OUTREACH EFFORTS:

Project information letters were mailed to adjacent property owners in November 2021.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-11.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2022-11 **5:30 P.M.** **FEBRUARY 21, 2022**

PROPOSED NW 36TH STREET & NW STATE STREET INTERIM IMPROVEMENTS

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract, estimate of cost and enhancement of payment, for construction of certain public improvements described in general as construction of the NW 36th Street & NW State Street Interim Improvements project. Notice of this hearing was published in the Des Moines Register on the 4th day of February, 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 2022-11.

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, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS", 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, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

WHEREAS, on the **18th** day of **January**, 2022, plans, specifications, form of contract, estimate of cost and enhancement of payment were filed with the Clerk for the construction of certain public improvements described in general as the NW 36th Street and NW State Street Interim Improvements; and

WHEREAS, notice of hearing on plans, specifications, form of contract, estimate of cost and enhancement of payment 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, estimate of cost and enhancement of payment are hereby approved as the plans, specifications, form of contract, estimate of cost and enhancement of payment for the public improvements, as described in the preamble of this Resolution.

Section 2. If the Contractor succeeds in fully completing the work in less than forty-five (45) working days, an enhancement of payment in the amount of One Thousand Dollars ($1,000) per working day remaining within the forty-five (45) working day deadline, up to a maximum of Ten Thousand Dollars ($10,000), will be issued to the Contractor.

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

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny

bringing it all together

BID LETTING **10:30 A.M.** **FEBRUARY 15, 2022**

NW 36TH STREET & NW STATE STREET INTERIM IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW 36th Street & State Street Interim Improvements project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost $712,129

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1)	✓	SheKar Engineering 2600 MLK JR Des Moines, IA 50310	$742,840.21	
2)	✓	Hawkeye Paving PO Box 849 Bettendorf, IA 52722	$693,177.50	
3)	✓	Halbrook Excavating 4807 SE Rio Ct Ankeny IA 50023	$730,000.00	
4)	✓	Absolute Concrete PO Box 148 Slater IA 50244	$699,589.30	
5)	✓	Alliance Construction 9400 Plum Drive Urbandale, IA	$785,233.25	
* 6)	✓	Con-Struct, Inc 305 South Dayton Ames, IA 50010	$628,798.00	

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	Sternquist 1110 N 4th St Indianola 50125	$727,090.00	
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 February 21, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Denise L. Hoy

Denise L. Hoy, City Clerk

TABULATION OF BIDS
NW 36th Street and NW State Street Interim Improvements
City of Ankeny
Project No. 121.0352.01
Bid Date/Time: February 15, 2022 at 13:00 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 CON-STRUCT INC AMES, IA		2 HAWKEYE PAVING CORP DAVENPORT, IA		3 ABSOLUTE CONCRETE CONSTRUCTION, INC, SLATER, IA		4 STERNQUIST CONSTRUCTION INDIANOLA, IA		5 HALBROOK EXCAVATING ANKENY, IA		6 SHEKAR ENGINEERING, PLC DES MOINES, IA		7 ALLIANCE CONSTRUCTION GROUP URBANDALE, IA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK																		
2.1	Clearing and Grubbing	LS	1	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00	$ 8,800.00	$ 8,800.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00
2.2	Topsoil, On-site	CY	633	$ 25.00	$ 15,825.00	$ 30.00	$ 18,990.00	$ 10.00	$ 6,330.00	$ 40.00	$ 25,320.00	$ 44.00	$ 27,852.00	$ 40.00	$ 25,320.00	$ 15.00	$ 9,495.00	$ 42.00	$ 26,586.00
2.3	Excavation, Class 10	CY	564	$ 20.00	$ 11,280.00	$ 60.00	$ 33,840.00	$ 35.00	$ 19,740.00	$ 45.00	$ 25,380.00	$ 49.50	$ 27,918.00	$ 45.00	$ 25,380.00	$ 12.00	$ 6,768.00	$ 47.00	$ 26,508.00
2.4	Below Grade Excavation (Core Out), Modified Subbase	CY	150	$ 70.00	$ 10,500.00	$ 10.00	$ 1,500.00	$ 30.00	$ 4,500.00	$ 10.00	$ 1,500.00	$ 11.00	$ 1,650.00	$ 10.00	$ 1,500.00	$ 74.75 (1)	$ 11,212.50	$ 15.00	$ 2,250.00
2.5	Subgrade Preparation, 12 Inch Depth	SY	2960	$ 3.50	$ 10,360.00	$ 5.00	$ 14,800.00	$ 1.00	$ 2,960.00	$ 10.00	$ 29,600.00	$ 11.00	$ 32,560.00	$ 10.00	$ 29,600.00	$ 23.76	$ 70,329.60	$ 12.00	$ 35,520.00
2.6	Subbase, Modified, 8 Inch Depth	SY	720	$ 13.50	$ 9,720.00	$ 15.00	$ 10,800.00	$ 27.00	$ 19,440.00	$ 20.00	$ 14,400.00	$ 22.00	$ 15,840.00	$ 20.00	$ 14,400.00	$ 12.97 (2)	$ 9,338.40	$ 22.00	$ 15,840.00
2.7	Compaction Testing	LS	1	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 6,500.00	$ 6,500.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00
	SEWERS AND DRAINS																		
4.1	Storm Sewer, Trenched, 15" RCP 2000D	LF	20	$ 160.00	$ 3,200.00	$ 160.00	$ 3,200.00	$ 250.00	$ 5,000.00	$ 250.00	$ 5,000.00	$ 275.00	$ 5,500.00	$ 250.00	$ 5,000.00	$ 154.20	$ 3,084.00	$ 275.00	$ 5,500.00
4.2	Storm Sewer, Trenched, 24" RCP 2000D	LF	8	$ 200.00	$ 1,600.00	$ 230.00	$ 1,840.00	$ 330.00	$ 2,640.00	$ 500.00	$ 4,000.00	$ 550.00	$ 4,400.00	$ 500.00	$ 4,000.00	$ 175.60	$ 1,404.80	$ 550.00	$ 4,400.00
4.3	Subdrain, Corrugated PVC, Type 1, 6 Inch Dia.	LF	268	$ 30.00	$ 8,040.00	$ 18.00	$ 4,824.00	$ 23.00	$ 6,164.00	$ 30.00	$ 8,040.00	$ 33.00	$ 8,844.00	$ 30.00	$ 8,040.00	$ 15.00	$ 4,020.00	$ 32.00	$ 8,576.00
4.4	Subdrain Outlets and Connections	EA	4	$ 500.00	$ 2,000.00	$ 500.00	$ 2,000.00	$ 710.00	$ 2,840.00	$ 350.00	$ 1,400.00	$ 385.00	$ 1,540.00	$ 350.00	$ 1,400.00	$ 500.00	$ 2,000.00	$ 375.00	$ 1,500.00
4.5	Remove Subdrain	LF	297	$ 6.00	$ 1,782.00	$ 10.00	$ 2,970.00	$ 12.00	$ 3,564.00	$ 15.00	$ 4,455.00	$ 17.00	$ 5,049.00	$ 15.00	$ 4,455.00	$ 5.00	$ 1,485.00	$ 20.00	$ 5,940.00
	WATER MAIN																		
5.1	Water Main, Trenched, C900, 12 Inch Dia	LF	54	$ 200.00	$ 10,800.00	$ 170.00	$ 9,180.00	$ 210.00	$ 11,340.00	$ 250.00	$ 13,500.00	$ 275.00	$ 14,850.00	$ 250.00	$ 13,500.00	$ 130.71	$ 7,058.34	$ 275.00	$ 14,850.00
5.2	Water Main Connection	EA	2	$ 1,500.00	$ 3,000.00	$ 4,000.00	$ 8,000.00	$ 3,200.00	$ 6,400.00	$ 3,500.00	$ 7,000.00	$ 3,850.00	$ 7,700.00	$ 3,500.00	$ 7,000.00	$ 650.00	$ 1,300.00	$ 4,000.00	$ 8,000.00
5.3	Remove Water Main	LF	52	$ 25.00	$ 1,300.00	$ 30.00	$ 1,560.00	$ 33.00	$ 1,716.00	$ 35.00	$ 1,820.00	$ 38.50	$ 2,002.00	$ 35.00	$ 1,820.00	$ 35.00	$ 1,820.00	$ 40.00	$ 2,080.00
	STRUCTURES FOR SANITARY AND STORM																		
6.1	Manhole, SW-401, 48 Inch Dia	EA	1	$ 6,000.00	$ 6,000.00	$ 7,000.00	$ 7,000.00	$ 6,500.00	$ 6,500.00	$ 3,000.00	$ 3,000.00	$ 3,300.00	$ 3,300.00	$ 3,000.00	$ 3,000.00	$ 4,243.00	$ 4,243.00	$ 3,500.00	$ 3,500.00
6.2	Intake, SW-501	EA	1	$ 4,800.00	$ 4,800.00	$ 4,000.00	$ 4,000.00	$ 6,200.00	$ 6,200.00	$ 3,500.00	$ 3,500.00	$ 3,850.00	$ 3,850.00	$ 3,500.00	$ 3,500.00	$ 3,850.00	$ 3,850.00	$ 4,000.00	$ 4,000.00
6.3	Intake, SW-541	EA	1	$ 6,500.00	$ 6,500.00	$ 11,000.00	$ 11,000.00	$ 18,500.00	$ 18,500.00	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 5,000.00	$ 5,000.00	$ 4,977.50	$ 4,977.50	$ 5,500.00	$ 5,500.00
6.4	Remove Intake	EA	1	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,100.00	$ 1,100.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 1,100.00	$ 1,100.00
	STREETS AND RELATED WORK																		
7.1	PCC Pavement Samples and Testing	LS	1	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 1,800.00	$ 1,800.00	$ 6,500.00	$ 6,500.00	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00
7.2	PCC Pavement Widening, 9 Inch Depth	SY	2427	$ 95.00	$ 230,565.00	$ 76.00	$ 184,452.00	$ 98.00	$ 237,846.00	$ 85.00	$ 206,295.00	$ 100.00	$ 242,700.00	$ 92.00	$ 223,284.00	$ 92.01 (3)	$ 223,308.27	$ 98.75	$ 239,666.25
7.3	Removal of Sidewalk	SY	409	$ 15.00	$ 6,135.00	$ 10.00	$ 4,090.00	$ 15.00	$ 6,135.00	$ 12.00	$ 4,908.00	$ 15.00	$ 6,135.00	$ 12.00	$ 4,908.00	$ 5.00	$ 2,045.00	$ 13.00	$ 5,317.00
7.4	Removal of Driveway	SY	46	$ 15.00	$ 690.00	$ 10.00	$ 460.00	$ 20.00	$ 920.00	$ 25.00	$ 1,150.00	$ 30.00	$ 1,380.00	$ 25.00	$ 1,150.00	$ 10.00	$ 460.00	$ 30.00	$ 1,380.00
7.5	Sidewalk, PCC, 4 Inch Depth	SY	54	$ 55.00	$ 2,970.00	$ 48.00	$ 2,592.00	$ 100.00	$ 5,400.00	$ 60.00	$ 3,240.00	$ 48.00	$ 2,592.00	$ 50.00	$ 2,700.00	$ 69.15 (4)	$ 3,734.10	$ 49.00	$ 2,646.00
7.6	Sidewalk, PCC, 5 Inch Depth	SY	330	$ 60.00	$ 19,800.00	$ 50.00	$ 16,500.00	$ 75.00	$ 24,750.00	$ 65.00	$ 21,450.00	$ 52.00	$ 17,160.00	$ 55.00	$ 18,150.00	$ 72.91 (5)	$ 24,060.30	$ 49.00	$ 16,170.00
7.7	Sidewalk, PCC, 6 Inch Depth	SY	39	$ 75.00	$ 2,925.00	$ 60.00	$ 2,340.00	$ 112.00	$ 4,368.00	$ 80.00	$ 3,120.00	$ 120.00	$ 4,680.00	$ 65.00	$ 2,535.00	$ 96.73 (6)	$ 3,772.47	$ 155.00	$ 6,045.00
7.8	Detectable Warning, Galvanized Steel	SF	79	$ 65.00	$ 5,135.00	$ 50.00	$ 3,950.00	$ 75.00	$ 5,925.00	$ 55.00	$ 4,345.00	$ 55.00	$ 4,345.00	$ 75.00	$ 5,925.00	$ 50.00	$ 3,950.00	$ 55.00	$ 4,345.00
7.9	Driveway, Paved, Type A, 6 Inch Depth	SY	94	$ 80.00	$ 7,520.00	$ 60.00	$ 5,640.00	$ 92.00	$ 8,648.00	$ 80.00	$ 7,520.00	$ 56.00	$ 5,264.00	$ 65.00	$ 6,110.00	$ 96.73 (7)	$ 9,092.62	$ 80.00	$ 7,520.00
7.10	Driveway, Granular, Class A	TON	37.6	$ 50.00	$ 1,880.00	$ 40.00	$ 1,504.00	$ 60.00	$ 2,256.00	$ 58.00	$ 2,180.80	$ 65.00	$ 2,444.00	$ 58.00	$ 2,180.80	$ 35.00	$ 1,316.00	$ 60.00	$ 2,256.00
7.11	Pavement Removal	SY	217	$ 15.00	$ 3,255.00	$ 20.00	$ 4,340.00	$ 20.00	$ 4,340.00	$ 13.00	$ 2,821.00	$ 15.00	$ 3,255.00	$ 13.00	$ 2,821.00	$ 18.00	$ 3,906.00	$ 15.00	$ 3,255.00
7.12	Curb and Gutter Removal, 3 Foot Width	LF	1362	$ 20.00	$ 27,240.00	$ 15.00	$ 20,430.00	$ 15.00	$ 20,430.00	$ 12.00	$ 16,344.00	$ 15.00	$ 20,430.00	$ 12.00	$ 16,344.00	$ 35.00	$ 47,670.00	$ 13.00	$ 17,706.00
	TRAFFIC CONTROL																		
8.1	Traffic Signalization	LS	1	$ 155,000.00	$ 155,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 115,000.00	$ 115,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,470.11	$ 120,470.11	$ 110,000.00	$ 110,000.00
8.2	Handhole Type IV, 30"x 48", Pre-cast Polymer Concrete Handhole	EA	2	$ 2,300.00	$ 4,600.00	$ 2,000.00	$ 4,000.00	$ 1,800.00	$ 3,600.00	$ 1,800.00	$ 3,600.00	$ 1,980.00	$ 3,960.00	$ 2,000.00	$ 4,000.00	$ 2,070.00	$ 4,140.00	$ 2,000.00	$ 4,000.00
8.3	Fiber Optic Cable 96 CT SM (City Furnished)	LF	6480	$ 2.30	$ 14,904.00	$ 1.60	$ 10,368.00	$ 1.50	$ 9,720.00	$ 1.50	$ 9,720.00	$ 2.00	$ 12,960.00	$ 2.00	$ 12,960.00	$ 1.73 (8)	$ 11,210.40	$ 1.75	$ 11,340.00
8.4	Fiber Optic Fusion Splice	EA	12	$ 80.00	$ 960.00	$ 110.00	$ 1,320.00	$ 100.00	$ 1,200.00	$ 100.00	$ 1,200.00	$ 110.00	$ 1,320.00	$ 120.00	$ 1,440.00	$ 115.00	$ 1,380.00	$ 110.00	$ 1,320.00
8.5	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	2	$ 1,150.00	$ 2,300.00	$ 140.00	$ 280.00	$ 125.00	$ 250.00	$ 125.00	$ 250.00	$ 137.50	$ 275.00	$ 145.00	$ 290.00	$ 143.75	$ 287.50	$ 140.00	$ 280.00
8.6	CCH Panel, 12 CT, CCH-CP12-A9-P03RH	EA	2	$ 800.00	$ 1,600.00	$ 600.00	$ 1,200.00	$ 560.00	$ 1,120.00	$ 560.00	$ 1,120.00	$ 616.00	$ 1,232.00	$ 645.00	$ 1,290.00	$ 644.00	$ 1,288.00	$ 600.00	$ 1,200.00
8.7	Traffic Signs, Remove and Reinstall	LS	1	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00	$ 600.00	$ 600.00	$ 990.00	$ 990.00	$ 1,050.00	$ 1,050.00	$ 1,080.00	$ 1,080.00	$ 625.00	$ 625.00
8.8	Traffic Signs, Remove	LS	1	$ 200.00	$ 200.00	$ 220.00	$ 220.00	$ 200.00	$ 200.00	$ 250.00	$ 250.00	$ 220.00	$ 220.00	$ 250.00	$ 250.00	$ 240.00	$ 240.00	$ 275.00	$ 275.00
8.9	Traffic Sign	EA	1	$ 600.00	$ 600.00	$ 550.00	$ 550.00	$ 500.00	$ 500.00	$ 350.00	$ 350.00	$ 550.00	$ 550.00	$ 550.00	$ 550.00	$ 600.00	$ 600.00	$ 375.00	$ 375.00
8.10	Painted Pavement Markings, Durable	STA	62.9	$ 150.00	$ 9,435.00	$ 140.00	$ 8,806.00	$ 125.00	$ 7,862.50	$ 100.00	$ 6,290.00	$ 140.00	$ 8,806.00	$ 145.00	$ 9,120.50	$ 150.00	$ 9,435.00	$ 125.00	$ 7,862.50
8.11	Painted Symbols and Legends, Durable	EA	8	$ 300.00	$ 2,400.00	$ 330.00	$ 2,640.00	$ 300.00	$ 2,400.00	$ 225.00	$ 1,800.00	$ 330.00	$ 2,640.00	$ 330.00	$ 2,640.00	$ 360.00	$ 2,880.00	$ 250.00	$ 2,000.00
8.12	Pavement Markings Removed	STA	8.8	$ 100.00	$ 880.00	$ 230.00	$ 2,024.00	$ 215.00	$ 1,892.00	$ 85.00	$ 748.00	$ 240.00	$ 2,112.00	$ 245.00	$ 2,156.00	$ 258.00	$ 2,270.40	$ 90.00	$ 792.00
8.13	Grooves Cut for Pavement Markings	STA	9.7	$ 90.00	$ 873.00	$ 140.00	$ 1,358.00	$ 130.00	$ 1,261.00	$ 200.00	$ 1,940.00	$ 150.00	$ 1,455.00	$ 150.00	$ 1,455.00	$ 156.00	$ 1,513.20	$ 225.00	$ 2,182.50
8.14	Grooves Cut for Symbols and Legends	EA	2	$ 150.00	$ 300.00	$ 190.00	$ 380.00	$ 175.00	$ 350.00	$ 225.00	$ 450.00	$ 192.50	$ 385.00	$ 200.00	$ 400.00	$ 210.00	$ 420.00	$ 250.00	$ 500.00
8.15	Temporary Traffic Control	LS	1	$ 12,000.00	$ 12,000.00	$ 16,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00	$ 25,000.00	$ 25,000.00	$ 15,675.00	$ 15,675.00	$ 16,500.00	$ 16,500.00	$ 17,100.00	$ 17,100.00	$ 20,000.00	$ 20,000.00
8.16	Portable Dynamic Message Sign	CDAY	30	$ 175.00	$ 5,250.00	$ 110.00	$ 3,300.00	$ 100.00	$ 3,000.00	$ 100.00	$ 3,000.00	$ 110.00	$ 3,300.00	$ 125.00	$ 3,750.00	$ 120.00	$ 3,600.00	$ 125.00	$ 3,750.00
	SITE WORK AND LANDSCAPING																		
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1.1	$ 2,400.00	$ 2,640.00	$ 550.00	$ 605.00	$ 500.00	$ 550.00	$ 500.00	$ 550.00	$ 550.00	$ 605.00	$ 550.00	$ 605.00	$ 600.00	$ 660.00	$ 550.00	$ 605.00
9.2	Conventional Seeding and Fertilizing, Type 6	AC	1.1	$ 2,400.00	$ 2,640.00	$ 2,600.00	$ 2,860.00	$ 2,500.00	$ 2,750.00	$ 3,500.00	$ 3,850.00	$ 2,750.00	$ 3,025.00	$ 2,750.00	$ 3,025.00	$ 3,000.00	$ 3,300.00	$ 2,800.00	$ 3,080.00
9.3	Filter Sock, 9 Inch Dia	LF	2350	$ 4.00	$ 9,400.00	$ 2.00	$ 4,700.00	$ 1.50	$ 3,525.00	$ 2.00	$ 4,700.00	$ 2.00	$ 4,700.00	$ 2.00	$ 4,700.00	$ 2.10	$ 4,935.00	$ 2.00	$ 4,700.00
9.4	Filter Sock, Removal	LF	2350	$ 1.50	$ 3,525.00	$ 0.30	$ 705.00	$ 0.10	$ 235.00	$ 0.25	$ 587.50	$ 0.50	$ 1,175.00	$ 0.50	$ 1,175.00	$ 0.30	$ 705.00	$ 0.50	$ 1,175.00
9.5	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix	AC	2.2	$ 3,500.00	$ 7,700.00	$ 3,600.00	$ 7,920.00	$ 3,500.00	$ 7,700.00	$ 3,500.00	$ 7,700.00	$ 3,850.00	$ 8,470.00	$ 4,050.00	$ 8,910.00	$ 4,200.00	$ 9,240.00	$ 3,800.00	$ 8,360.00
9.6	Inlet Protection Device, Drop-in	EA	6	$ 200.00	$ 1,200.00	$ 200.00	$ 1,200.00	$ 200.00	$ 1,200.00	$ 195.00	$ 1,170.00	$ 215.00	$ 1,290.00	$ 225.00	$ 1,350.00	$ 234.00	$ 1,404.00	$ 225.00	$ 1,350.00
9.7	Inlet Protection Device, Maintenance and Removal	EA	6	$ 50.00	$ 300.00	$ 60.00	$ 360.00	$ 10.00	$ 60.00	$ 50.00	$ 300.00	$ 55.00	$ 330.00	$ 75.00	$ 450.00	$ 60.00	$ 360.00	$ 55.00	$ 330.00
	MISCELLANEOUS																		
11.1	Mobilization	LS	1	$ 46,000.00	$ 46,000.00	$ 50,000.00	$ 50,000.00	$ 55,000.00	$ 55,000.00	$ 60,000.00	$ 60,000.00	$ 32,000.00	$ 32,000.00	$ 69,785.70	$ 69,785.70	$ 58,000.00	$ 58,000.00	$ 100,000.00	$ 100,000.00
11.2	Temporary Granular Sidewalk	SY	55	$ 20.00	$ 1,100.00	$ 40.00	$ 2,200.00	$ 10.00	$ 550.00	$ 75.00	$ 4,125.00	$ 85.00	$ 4,675.00	$ 75.00	$ 4,125.00	$ 30.00	$ 1,650.00	$ 85.00	$ 4,675.00
11.3	Concrete Washout, Roll-Off Container	LS	1	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00
		TOTAL BID:			$ 712,129.00		$ 628,798.00		$ 693,177.50		$ 699,589.30		$ 727,090.00		$ 730,000.00		(9) $ 742,869.51		$ 785,233.25
		BID SECURITY:					10%		10%		10%		10%		10%		10%		10%

Notes
1- Extended bid price was incorrectly listed as $11,211.75. Does not affect bid result.
2- Extended bid price was incorrectly listed as $9,337.68. Does not affect bid result.
3- Extended bid price was incorrectly listed as $223,311.85. Does not affect bid result.
4- Extended bid price was incorrectly listed as $3,734.00. Does not affect bid result.
5- Extended bid price was incorrectly listed as $24,061.71. Does not affect bid result.
6- Extended bid price was incorrectly listed as $3,772.38. Does not affect bid result.
7- Extended bid price was incorrectly listed as $9,092.39. Does not affect bid result.
8- Extended bid price was incorrectly listed as $11,178.00. Does not affect bid result.
9- Extended bid price was incorrectly listed as $742,840.21. Does not affect bid result

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS", 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 NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

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 NW 36th Street and NW State Street Interim Improvements, described in the plans and specifications heretofore adopted by this Council on February 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Con-Struct, Inc.** of **Ames, Iowa**

Amount of bid: **$628,798.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS", 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 NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

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 NW 36th Street and NW State Street Interim Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Con-Struct, Inc.** of **Ames, Iowa**

Amount of bid: **$628,798.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **21st** day of **February**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of February, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Con-Struct 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:

NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

The NW 36th Street and NW State Street Interim Improvements project includes street widening to provide a westbound left-turn lane, and construction of an eastbound right-turn lane, a span-wire traffic signal, and sidewalk located on NW 36th Street, from approximately 500' west of NW State Street to approximately 800' east of NW State Street in the City of Ankeny.

The improvements include approximately 2,450 SY of 9" thick PCC street pavement, 30 LF of 15" and 24" RCP storm sewer, 200 LF of subdrain, a span-wire traffic signal with pedestrian facilities, 565 CY of Class 10 excavation, 220 SY of pavement removal, 1,350 LF of curb and gutter removal, subgrade preparation, modified subbase, and removal and replacement of driveways, pedestrian ramps and sidewalks. Other associated improvements include granular driveway, traffic control, pavement markings, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the fiber optic cables, 48V LED signal modules, and low-voltage ATC cabinet, controller and accessories for contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of SIX HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED NINETY EIGHT AND NO/DOLLARS ($628,798.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **forty-five (45) working days. A mandatory six-day work week is required and working days will be charged on Saturdays.** Full

completion for the overall project shall be defined as all utility, grading, and pavement construction completed and the traffic signal fully operational, with the new streets, driveways, and sidewalks fully open to traffic, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1000.00) per working day** will be assessed for work not fully completed within the designated Contract term(s).

Should the Contractor succeed in fully completing the work in less than forty-five (45) working days, an enhancement of payment in the amount of One Thousand Dollars ($1,000.00) per working day remaining within the forty-five (45) working day deadline, up to a maximum amount of Ten Thousand Dollars ($10,000), will be issued to the Contractor.

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Con-Struct
Contractor

By: _____
Signature

President
Title

305 South Dayton Ave
Street Address

Ames, IA 50010
City, State, Zip Code

515-232-6443
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0944-32 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
Story County)

On this 17th day of February, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Doug Waite and _____, to me known, who, being by me duly sworn, did say that they are the Presiaunt, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Jan Searcy
Notary Public in and for the State of Iowa
My commission expires 11-6, 2023

NOTARIAL SEAL IOWA
JAN SEARCY
Commission Number 807340
My Commission Expires
11-6-23

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				
2.1	Clearing and Grubbing	LS	1	$ 2,000.00	$ 2,000.00
2.2	Topsoil, On-site	CY	633	$ 30.00	$ 18,990.00
2.3	Excavation, Class 10	CY	564	$ 60.00	$ 33,840.00
2.4	Below Grade Excavation (Core Out), Modified Subbase	CY	150	$ 10.00	$ 1,500.00
2.5	Subgrade Preparation, 12 Inch Depth	SY	2960	$ 5.00	$ 14,800.00
2.6	Subbase, Modified, 8 Inch Depth	SY	720	$ 15.00	$ 10,800.00
2.7	Compaction Testing	LS	1	$ 3,000.00	$ 3,000.00
	SEWERS AND DRAINS				
4.1	Storm Sewer, Trenched, 15" RCP 2000D	LF	20	$ 160.00	$ 3,200.00
4.2	Storm Sewer, Trenched, 24" RCP 2000D	LF	8	$ 230.00	$ 1,840.00
4.3	Subdrain, Corrugated PVC, Type 1, 6 Inch Dia.	LF	268	$ 18.00	$ 4,824.00
4.4	Subdrain Outlets and Connections	EA	4	$ 500.00	$ 2,000.00
4.5	Remove Subdrain	LF	297	$ 10.00	$ 2,970.00
	WATER MAIN				
5.1	Water Main, Trenched, C900, 12 Inch Dia	LF	54	$ 170.00	$ 9,180.00
5.2	Water Main Connection	EA	2	$ 4,000.00	$ 8,000.00
5.3	Remove Water Main	LF	52	$ 30.00	$ 1,560.00
	STRUCTURES FOR SANITARY AND STORM				
6.1	Manhole, SW-401, 48 Inch Dia	EA	1	$ 7,000.00	$ 7,000.00
6.2	Intake, SW-501	EA	1	$ 4,000.00	$ 4,000.00
6.3	Intake, SW-541	EA	1	$ 11,000.00	$ 11,000.00
6.4	Remove Intake	EA	1	$ 1,000.00	$ 1,000.00

	STREETS & RELATED WORK				
7.1	PCC Pavement Samples and Testing	LS	1	$ 4,000.00	$ 4,000.00
7.2	PCC Pavement Widening, 9 Inch Depth	SY	2427	$ 76.00	$ 184,452.00
7.3	Removal of Sidewalk	SY	409	$ 10.00	$ 4,090.00
7.4	Removal of Driveway	SY	46	$ 10.00	$ 460.00
7.5	Sidewalk, PCC, 4 Inch Depth	SY	54	$ 48.00	$ 2,592.00
7.6	Sidewalk, PCC, 5 Inch Depth	SY	330	$ 50.00	$ 16,500.00
7.7	Sidewalk, PCC, 6 Inch Depth	SY	39	$ 60.00	$ 2,340.00
7.8	Detectable Warning, Galvanized Steel	SF	79	$ 50.00	$ 3,950.00
7.9	Driveway, Paved, Type A, 6 Inch Depth	SY	94	$ 60.00	$ 5,640.00
7.10	Driveway, Granular, Class A	TON	37.6	$ 40.00	$ 1,504.00
7.11	Pavement Removal	SY	217	$ 20.00	$ 4,340.00
7.12	Curb and Gutter Removal, 3 Foot Width	LF	1362	$ 15.00	$ 20,430.00
	TRAFFIC CONTROL				
8.1	Traffic Signalization	LS	1	$ 110,000.00	$ 110,000.00
8.2	Handhole Type IV, 30"x 48", Pre-cast Polymer Concrete Handhole	EA	2	$ 2,000.00	$ 4,000.00
8.3	Fiber Optic Cable 96 CT SM (City Furnished)	LF	6480	$ 1.60	$ 10,368.00
8.4	Fiber Optic Fusion Splice	EA	12	$ 110.00	$ 1,320.00
8.5	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	2	$ 140.00	$ 280.00
8.6	CCH Panel, 12 CT, CCH-CP12-A9-P03RH	EA	2	$ 600.00	$ 1,200.00
8.7	Traffic Signs, Remove and Reinstall	LS	1	$ 1,000.00	$ 1,000.00
8.8	Traffic Signs, Remove	LS	1	$ 220.00	$ 220.00
8.9	Traffic Sign	EA	1	$ 550.00	$ 550.00
8.10	Painted Pavement Markings, Durable	STA	62.9	$ 140.00	$ 8,806.00
8.11	Painted Symbols and Legends, Durable	EA	8	$ 330.00	$ 2,640.00
8.12	Pavement Markings Removed	STA	8.8	$ 230.00	$ 2,024.00
8.13	Grooves Cut for Pavement Markings	STA	9.7	$ 140.00	$ 1,358.00
8.14	Grooves Cut for Symbols and Legends	EA	2	$ 190.00	$ 380.00
8.15	Temporary Traffic Control	LS	1	$ 16,000.00	$ 16,000.00
8.16	Portable Dynamic Message Sign	CDAY	30	$ 110.00	$ 3,300.00

	SITE WORK & LANDSCAPING						
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1.1	$	550.00	$	605.00
9.2	Conventional Seeding and Fertilizing, Type 6	AC	1.1	$	2,600.00	$	2,860.00
9.3	Filter Sock, 9 Inch Dia	LF	2350	$	2.00	$	4,700.00
9.4	Filter Sock, Removal	LF	2350	$	0.30	$	705.00
9.5	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix	AC	2.2	$	3,600.00	$	7,920.00
9.6	Inlet Protection Device, Drop-in	EA	6	$	200.00	$	1,200.00
9.7	Inlet Protection Device, Maintenance and Removal	EA	6	$	60.00	$	360.00
	MISCELLANEOUS						
11.1	Mobilization	LS	1	$	50,000.00	$	50,000.00
11.2	Temporary Granular Sidewalk	SY	55	$	40.00	$	2,200.00
11.3	Concrete Washout, Roll-off Container	LS	1	$	3,000.00	$	3,000.00

TOTAL AMOUNT BID = $ 628,798.00

Bond No. IAC592206

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Con-Struct 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 SIX HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED NINETY EIGHT AND NO/DOLLARS ($628,798.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

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

NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

The NW 36th Street and NW State Street Interim Improvements project includes street widening to provide a westbound left-turn lane, and construction of an eastbound right-turn lane, a span-wire traffic signal, and sidewalk located on NW 36th Street, from approximately 500' west of NW State Street to approximately 800' east of NW State Street in the City of Ankeny.

The improvements include approximately 2,450 SY of 9" thick PCC street pavement, 30 LF of 15" and 24" RCP storm sewer, 200 LF of subdrain, a span-wire traffic signal with pedestrian facilities, 565 CY of Class 10 excavation, 220 SY of pavement removal, 1,350 LF of curb and gutter removal, subgrade preparation, modified subbase, and removal and replacement of driveways, pedestrian ramps and sidewalks. Other associated improvements include granular driveway, traffic control, pavement markings, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the fiber optic cables, 48V LED signal modules, and low-voltage ATC cabinet, controller and accessories for contractor installation.

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.

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

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 February, 20 22.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

Con-Struct Inc.
Contractor

By: _____
Signature

PRESIDENT
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Zachary Pate
Printed Name of Attorney-in-Fact Officer

Merchants Bonding Company (Mutual)
Company Name

PO 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.**

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Iowa)
)
County of Story)

On this 17th day of February, in the year 2022, before me personally come(s) Doug Waite, to me known, who, being duly sworn, deposes and says that he/she is the President of the Con-Struct Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Jan Searcy
Notary Public

JAN SEARCY
Commission Number 807340
My Commission Expires
11-6-23
NOTARIAL SEAL IOWA

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 21st day of February, in the year 2022, before me personally come(s) Zachary Pate, Attorney(s)-in-Fact of Merchants Bonding Company (Mutual) with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Merchants Bonding Company (Mutual) company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LISA M. FRANCOUR
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

Lisa M Francour
Notary Public

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,

Jennifer Boyles; Jonathan Pate; Nick Hochban; Thomas G Kemp; Thomas M Lahl; Troy Staples; Zachary Pate

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 aut hority 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 6th day of April , 2017 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April 2017 , 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.

NOTARIAL SEAL IOWA

ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
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 February , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/17/2022

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 156-629-8 CON-STRUCT INCORPORATED 305 S DAYTON AVE AMES, IA 50010-6413	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: FEDERATED SERVICE INSURANCE COMPANY — 28304 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 411** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	6059602	12/01/2021	12/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY — SCHEDULED AUTOS HIRED AUTOS ONLY — NON-OWNED AUTOS ONLY	N	N	6059602	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	6059603	12/01/2021	12/01/2022	EACH OCCURRENCE AGGREGATE	$8,000,000 $8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	6059604	12/01/2021	12/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

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

RE: NW 36TH ST AND NW STATE STREET INTERIM IMPROVEMENTS, ANKENEY IA
ADDITIONAL INSURED INCLUDES: SNYDER & ASSOCIATES INC AND THE CITY OF ANKENY
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER

156-629-8 411 1
SNYDER & ASSOCIATES INC
2727 SW SNYDER BLVD
ANKENY, IA 50023-8402

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

Michael G Kern

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

© Insurance Services Office, Inc., 2018

2. "Bodily injury" or "property damage" occurring after:
   a. 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
   b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

city of Ankeny
bringing it all together

NW 36th Street & NW State Street Interim Improvements

Map is for Locational Purposes Only.

1 in = 800 ft

Date: 3/18/2021

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Economic Development

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-12:

Proposed Infrastructure Agreement between the City of Ankeny and Costco Wholesale Corporation

EXECUTIVE SUMMARY:

Costco Wholesale Corporation is proposing to invest more than $20 million in an approximately 195,000 square foot wholesale/retail and e-commerce delivery center as part of the Spectrum 36 development on the City's northeast side. To support this investment, as well as several hundred acres of future investment in the immediate area, the City intends to advance the timing of planned improvements to NE 36th Street to coincide with the opening of Costco' proposed facility.

This proposed infrastructure agreement between Costco and the City outlines the timing of both the public and private improvements associated with this project. As part of the agreement, the City is committing to completing the Otter Creek Phase III sewer project, which is already underway, and undertaking

improvements to NE 36th Street, including widening and urbanizing the roadway, installing a traffic signal at NE 36th Street and Spectrum Drive, and associated utility improvements. The City intends to have these improvements completed by October 31, 2022 and open to traffic to support the opening of Costco's store . Costco intends to open their store in fall 2022. The agreement includes penalties in the form of payments in-lieu of taxes (shortfall payments) if Costco does not complete their store and receive a certificate of occupancy by January 1, 2023. The City's portion of the project was included in the 2022 Capital Improvement Program and will include cost-sharing with adjacent property owners through the special assessment process. Costco will not receive any financial assistance from the City for their project.

FISCAL IMPACT: **??Yes**

This agreement commits the City to completing certain public improvements that have already been awarded and are under construction or will be publicly bid and awarded by the City Council. This agreement brings together the planned public improvements by the City and Costco's private investment to ensure the timing of all the improvements are aligned to support the opening of Costco's new facility in Ankeny.

This agreement will require Costco to make annual payments to the City in-lieu of taxes over the course of five years or until they receive a certificate of occupancy for their new facility. Either the taxes from their completed store or these shortfall payments will be used to support the cost of public improvements to be undertaken by the City. Actual costs of planned improvements will be considered by the Council following the public bidding process, which is expected in March/April.

CITY MANAGER'S RECOMMENDATIONS:

To approve the infrastructure agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

A public hearing date was set at the February 7, 2022 City Council meeting. The NE 36th Street widening project and Otter Creek trunk sewer projects were included in the 2022 CIP which was approved at the December 20, 2021 City Council meeting.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-12.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Costco Infrastructure Agreement
Costco Infra Agmnt Reso

PUBLIC HEARING 2022-12 **5:30 P.M.** **FEBRUARY 21, 2022**

PROPOSED INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF ANKENY AND COSTCO WHOLESALE CORPORATION

Mayor:

This is the time and place for a public hearing on the matter of a proposed infrastructure agreement between the City of Ankeny and Costco Wholesale Corporation related to business expansion. The Notice of Hearing on this proposal was published in the Des Moines Register on the 11th day of February, 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, Derek Lord, Director of Economic Development, provide a report to the Council on this proposed infrastructure agreement."

After Report:

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

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

- Consider **MOTION** to close Public Hearing 2022-12.

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

INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement ("**Agreement**" or "**Infrastructure Agreement**") is made as of the "**Effective Date**" (as hereinafter defined), by and between the City of Ankeny, Iowa, a municipal corporation with its principal offices located at 410 W 1st St, Ankeny, IA 50023 (the "**City**") and Costco Wholesale Corporation, a Washington corporation, with its principal offices located at 999 Lake Drive, Issaquah, Washington 98027 ("**Costco**"). The Parties are the City and Costco.

WITNESSETH:

WHEREAS, in furtherance of the objectives of Chapter 403 and Chapter 15A of the Code of Iowa, 2021, as amended (the "**Urban Renewal Act**"), the City is engaged in carrying out urban renewal project activities in an area known as the Northeast Ankeny Urban Renewal Area ("**Urban Renewal Area**"); and

WHEREAS, the City has planned to construct certain Public Use Improvements in the Urban Renewal Area to facilitate economic development throughout the Area; and

WHEREAS, Costco has acquired or will acquire certain property located within the Urban Renewal Area, as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "**Costco Property**"); and

WHEREAS, Costco intends to develop and construct on the Costco Property an approximately 195,000 square foot wholesale and retail general merchandise facility, which facility also may include, without limitation, a pharmacy, tire sales and installation center, liquor sales, a vehicle fueling facility, a car wash, photo processing, butcher, deli and bakery services, optometry services, related office space, related parking, and other improvements, including, but not limited to, an e-commerce fulfillment operation (collectively, the "**Costco Project**") and in connection therewith, Costco intends to hire not less than approximately 100 full time employee equivalents, with benefits and wages starting at $17.00/hour; and

WHEREAS, the City is willing to accelerate its construction of the Public Use Improvements (as described on Exhibit B attached hereto) to coincide with Costco's completion of the Costco Project; and

WHEREAS, the City believes that its accelerated completion of the Public Use Improvements and the development of the Costco Project is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined in this Agreement shall have the following meanings unless a different meaning clearly appears from the context:

Agreement or **Infrastructure Agreement** means this Agreement and all Exhibits hereto, as the same may be from time to time modified, amended or supplemented.

City means the City of Ankeny, Iowa.

City Bonds or **Bonds** mean the general obligation bonds to be issued by the City in one or more series for the purpose of funding the Public Use Improvements. The City Bonds shall be issued in an aggregate principal amount estimated to be approximately $5,672,000 and also may be used to pay capitalized interest and costs of issuance of the City Bonds. Such aggregate principal amount may change depending on a variety of factors, such as the costs of projects, actual Bond sale terms, tax rates and levies, the timing of the sale, inclusion of capitalized interest, as necessary, and other factors.

Code means the Code of Iowa, 2021, as amended.

Costco means Costco Wholesale Corporation, a Washington corporation.

Costco Construction Plans means the plans, specifications, drawings and related documents reflecting the development and construction work to be performed by Costco in developing and constructing the Costco Project on the Costco Property in accordance with this Agreement. The Costco Construction Plans will contain sufficient detail as required by the building inspector of the City or as required by applicable City codes. The Costco Construction Plans may be amended by Costco in its sole discretion as long as Costco obtains the City's approval when required by the City Code and such amended Plans are consistent with this Agreement, which approval, if required, will not be unreasonably withheld.

Costco Project is defined above in the recitals.

Costco Property means the property within the Urban Renewal Area and described in Exhibit A hereto.

County means Polk County, Iowa.

Debt Service means the scheduled principal and interest payments (including capitalized interest) related to the City Bonds.

Effective Date means the last date that any Party signs the same version of this Agreement that contains all Exhibits based upon the date set forth next to each Party's signature to the Agreement.

Public Use Improvement Depiction means the drawing reflecting the work to be performed by the City in the Urban Renewal Area in accordance with this Agreement, which drawing is attached as Exhibit C hereto. The City will not alter the major components of the

Public Use Improvements described in Exhibit B and depicted in Exhibit C (i.e., existence of turning lanes, number of lanes, signalization) without the written consent Costco.

Public Use Improvements means the Public Use Improvements described on Exhibit B and depicted in Exhibit C.

Shortfall Payment(s) means the payments described in Section 6.1(h) of this Agreement.

Spectrum 36 Development means the property described on Exhibit D.

State means the State of Iowa.

Tax Increment means the property tax revenues derived from the assessed valuation of the Spectrum 36 Development that are divided and made available to the City under the provisions of Section 403.19 of the Code.

Termination Date means the date of termination of this Agreement as set forth in Section 10.10 hereof.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the Party claiming the delay, including but not limited to, storms, floods, fires, explosions or other casualty losses, extreme or unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, the acts of any federal, State or local governmental unit (other than the City), pandemics (including COVID-19), epidemics, moratorium, insurrections, war, terrorist act, riots and failure of utility services. Notwithstanding the foregoing, each Party acknowledges and agrees that it is entering into this Agreement and committing to perform its respective obligations with an awareness of the effects of the COVID-19 outbreak, as of the Effective Date, the continuation of which the Parties agree will not be deemed an Unavoidable Delay absent changes in circumstances or occurrence of events beyond the Parties' reasonable control which would independently meet the definition of an Unavoidable Delay.

Urban Renewal Area means the property within the Northeast Ankeny Urban Renewal Area as described by the Northeast Ankeny Urban Renewal Plan, as amended from time to time.

Urban Renewal Plan means the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area approved by the City Council, as previously amended, and as may be amended from time to time.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties as of the Effective Date:

(a) The City is a municipal corporation organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and

carry out its obligations under this Agreement and has taken all actions required to authorize this Agreement.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing, nor do they conflict with or contravene any laws, order, rule or regulation applicable to the City.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2 Representations and Warranties of Costco. Costco makes the following representations and warranties as of the Effective Date:

(a) Costco Wholesale Corporation is a corporation duly organized and validly existing under the laws of the State of Washington, is qualified to do business in the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

(b) This Agreement has been duly and validly authorized, executed and delivered by Costco and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Costco enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of (i) the articles of incorporation, bylaws or other corporate governing document of Costco, or (ii) any contractual restriction, evidence of indebtedness, agreement or instrument to which Costco is now a party or by which it or its property is bound, the breach of which would adversely affect Costco's ability to perform its obligations hereunder.

(d) To Costco's knowledge, there are no actions, suits or proceedings pending against Costco in any court or before any arbitrator or before or by any governmental body in which there is a reasonable probability of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Costco as it relates to the performance of its obligations under this Agreement

or which in any manner raises any questions affecting the validity of this Agreement or Costco's ability to perform its obligations under this Agreement.

(e) To Costco's knowledge, Costco has not received any written notice from any local, State or federal official in the State that the activities of Costco with respect to the Costco Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Costco is not currently aware of any State or federal claim filed or threatened in writing to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Costco Property, and Costco is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

ARTICLE III
CONSTRUCTION OF COSTCO PROJECT

Section 3.1 Construction of Costco Project. Contingent on the City's compliance with the terms of this Agreement in all material respects, including but not limited to continued compliance with their respective covenants in this Agreement, and contingent upon satisfaction of the Conditions Precedent set forth below in Section 3.1(A), Costco agrees that it will cause the Costco Project to be constructed on the Costco Property in conformance with this Agreement in all material respects, and the Costco Construction Plans submitted to the City. Costco reasonably expects that the construction of the Costco Project (land, buildings and equipment) will require an investment in excess of Twenty Million Dollars ($20,000,000).

(a) Conditions Precedent to Construction of Costco Project. It is recognized and agreed that the ability of Costco to perform the obligations described in this Agreement, is subject to completion and satisfaction of certain actions. Specifically, all obligations of Costco to construct the Costco Project are subject to each of the following Conditions Precedent:

(i) Costco has obtained fee simple title to the Costco Property;

(ii) The representations and warranties made by the City in Section 2.1 shall be true and correct;

(iii) The City is not in Default (as defined in Section 9.1 below) under this Agreement;

(iv) There has not been a substantial change for the worse in the financial resources and ability of the City, which change(s) make it likely, in the reasonable judgment of the Costco, that the City will be unable to fulfill its covenants and obligations under this Agreement.

Section 3.2 Costco Construction Plans. Subject to Section 3.1(a) above, Costco shall cause Costco Construction Plans to be provided to the City for each building to be constructed and all other work to be undertaken as part of the Costco Project, which Plans shall be in conformity

in all material respects with this Agreement and all applicable State and local laws and regulations. The City agrees that the construction plans and specifications submitted to the building official of the City for the Costco Property shall be deemed to be adequate to be the Costco Construction Plans, if such plans and specifications are approved by the City building official. The Costco Construction Plans may be amended by Costco in accordance with the City's requirements for amending construction plans as long as the Costco Construction Plans remain consistent with the terms of this Agreement and to the extent that City approval is required for any such amendments, such approval shall not be unreasonable withheld.

Section 3.3 Completion of Construction. Subject to Section 3.1(a) above and Unavoidable Delays, Costco shall endeavor to obtain a final certificate of occupancy for the Costco Project by **October 31, 2022**, or by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Costco Project to be constructed or provided by Costco shall be in conformity with the Costco Construction Plans.

Section 3.4. Final Certificate of Occupancy. Upon issuance of a final certificate of occupancy for the Costco Project, the Costco Project shall, for all purposes of this Agreement, be deemed to be completed. The issuance of such final certificate of occupancy shall be conclusive evidence of termination of the covenants and conditions of this Agreement with respect to the obligations of Costco to construct the Costco Project.

ARTICLE IV
RESERVED

ARTICLE V
CONSTRUCTION OF PUBLIC USE IMPROVEMENTS

Section 5.1. Public Use Improvements. Contingent on Costco's compliance with the terms of this Agreement in all material respects, including but not limited to continued compliance with the covenants in Section 6.1, and contingent upon satisfaction of the Conditions Precedent set forth below in Section 5.1(a), the City intends to issue City Bonds to fund, and then construct, certain Public Use Improvements. The City's obligation to issue the City Bonds to construct the Public Use Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapters 384 and 403 of the Code with respect to the issuance of the City Bonds, including the holding of all required public hearings relating to the same. The description of the Public Use Improvements to be funded by the City Bonds and other related information is contained in Exhibit B.

(a) Conditions Precedent to Issuing City Bonds for Public Use Improvements. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings relating to the issuance of the City Bonds. All

obligations of City to issue the City Bonds and construct Public Use Improvements are subject to each of the following Conditions Precedent:

(i) The representations and warranties made by Costco in Section 2.2 shall be true and correct;

(ii) Costco is not in Default (as defined in Section 9.1 below) under this Agreement; and

(iii) There has not been a substantial change for the worse in the financial resources and ability of Costco, which change(s) make it likely, in the reasonable judgment of the City, that Costco will be unable to fulfill its covenants and obligations under this Agreement.

Section 5.2 Other Improvements. The City may determine to construct additional infrastructure improvements, in its sole discretion, when undertaking the construction of any of the Public Use Improvements, provided the additional infrastructure improvements do not materially adversely affect the construction of the Costco Project or the scheduled completion of the Public Use Improvements.

Section 5.3 Completion Date for Public Use Improvements. The City agrees, subject to Section 5.1(a), its obligations under Chapter 26 of the Code of Iowa, and Unavoidable Delays, to endeavor to cause the Public Use Improvements to be completed by **October 31, 2022**, or by such other date as the parties shall mutually agree upon in writing.

Section 5.4 Authority to Design, Engineer and Construct. The City shall design, engineer and construct the Public Use Improvements in accordance with current City standards and design guidelines, other applicable design standards, the depiction of the Public Use Improvement set forth on Exhibit C attached hereto, the terms of this Agreement, and in accordance with the provisions of the Iowa Code, including required public notice(s) and hearing(s) on the proposed Public Use Improvements.

Section 5.5 Right of Way and Easements. Except as set forth below, the City shall obtain, through condemnation, if necessary, all required property and rights of way (including, without limitation, grading easements) necessary for construction of the Public Use Improvements, as determined by final engineering design.

Section 5.6 Non-responsibility of Costco. The City acknowledges and agrees that Costco has no obligation or responsibility or liability whatsoever with respect to the obligation to construct, or design, or the quality of construction of, the Public Use Improvements.

Section 5.7 No Special Assessment. The Costco Property shall not be specially assessed for any of the Public Use Improvements to be constructed by City pursuant to this Agreement, but nothing in this Section shall preclude the City from specially assessing the Costco Property on the same basis as it is assessing all other properties in the vicinity of the Costco Property for improvements other than the Public Use Improvements.

Section 5.8 No Special Legal Entitlements. Costco recognizes and agrees that all of the Public Use Improvements shall be owned and maintained by the City for the benefit of the general public; that all use thereof by Costco and its employees, customers and suppliers shall be on the same basis as the general public; and that Costco shall have no special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance or use of the Public Use Improvements.

ARTICLE VI
COVENANTS

Section 6.1. Covenants of Costco. Costco agrees with the City as follows:

(a) Subject to Unavoidable Delays, Costco shall acquire the Costco Property on or before **March 15, 2022**.

(b) In carrying out the development and construction of the Costco Project, Costco shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, marital status, familial status, or physical disability. Costco shall ensure that applicants for employment are considered, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age, religion, marital status, familial status, or physical disability.

(c) Costco will comply with all applicable land development laws and City ordinances, and all laws, rules and regulations applicable to the Costco Project, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Costco.

(d) During the term of this Agreement, (i) Costco shall pay, or cause to be paid, when due and on the same basis as any other owner of real property in Polk County, Iowa, all real property taxes and assessments payable with respect to all and any parts of the Costco Property and (ii) Costco agrees that it will not seek any tax deferral, exemption, or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other chapter of the Code, of the taxation of real property contained in the Costco Property. For the avoidance of doubt, this provision does NOT prevent Costco from challenging the assessed value of the Costco Property through regular assessment appeal processes.

(e) Costco will use commercially reasonable efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Costco Project, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Costco Project may be lawfully constructed.

(f) Costco will reasonably cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the development and construction of the Costco Project that are a direct result of Costco's activities on the Costco Property.

(g) By signing this Agreement, Costco hereby agrees to comply with all the terms and provisions of this Agreement pertaining to Costco's obligations with respect to the construction of the Costco Project. Without limiting the generality of the foregoing, Costco agrees that: (i) it will endeavor to obtain a final certificate of occupancy for the Costco Project within the time limit set forth herein subject to Unavoidable Delay; (ii) the Costco Project shall be constructed and completed in accordance with the Costco Construction Plans; (iii) the Costco Project shall be constructed and completed free and clear of any mechanic's liens or materialman's liens (or bonded during resolution of any disputes); and (iv) all costs of constructing the Cost Project shall be paid when due.

(h) If, and only if, a final certificate of occupancy for the Costco Project is not issued by January 1, 2023 (as such date may be extended by reason of the occurrence of one or more Unavoidable Delays), Costco shall owe, as the City's sole and exclusive remedy for such a failure, a semi-annual payment to the City each in an amount equal to $212,500 (each a "**Shortfall Payment**") to be paid on October 1, 2024 and April 1, 2025. If, and only if, a final certificate of occupancy for the Costco Project is not issued by January 1, 2024, Costco shall owe, as the City's sole and exclusive remedy for such a failure, Shortfall Payments to be paid on October 1, 2025 and April 1, 2026. If, and only if, a final certificate of occupancy for the Costco Project is not issued by January 1, 2025 (as such date may be extended by reason of the occurrence of one or more Unavoidable Delays), Costco shall owe, as the City's sole and exclusive remedy for such a failure, Shortfall Payments to be paid on October 1, 2026 and April 1, 2027. If, and only if, a final certificate of occupancy for the Costco Project is not issued by January 1, 2026 (as such date may be extended by reason of the occurrence of one or more Unavoidable Delays), Costco shall owe, as the City's sole and exclusive remedy for such a failure, Shortfall Payments to be paid on October 1, 2027 and April 1, 2028. If, and only if, a final certificate of occupancy for the Costco Project is not issued by January 1, 2027 (as such date may be extended by reason of the occurrence of one or more Unavoidable Delays), Costco shall owe, as the City's sole and exclusive remedy for such a failure, Shortfall Payments to be paid on October 1, 2028 and April 1, 2029. Notwithstanding the foregoing, Costco's obligation to make any Shortfall Payment shall terminate on the date on which the City has received $2,125,000.00 (in the aggregate) from Shortfall Payments and any Tax Increment. If a Shortfall Payment is not made when due, interest at a rate of Prime Rate plus 1% per annum shall accrue from the due date of the Shortfall Payment. Notwithstanding the foregoing, a Shortfall Payment shall not be required if the Public Use Improvements are not completed by January 1 of the year in which Shortfall Payment would otherwise be due. It is expressly acknowledged and agreed by the City that except for making Shortfall Payments, Costco shall have no other obligation or liability hereunder as a consequence of its failure to obtain a final certificate of occupancy for the Costco Project by the aforesaid date.

ARTICLE VII
RESERVED

ARTICLE VIII
ASSIGNMENT OR TRANSFER

Section 8.1. Status of Costco; No Transfer or Assignment. Costco represents and agrees that, prior to the date on which a final certificate of occupancy for the Costco Project is issued, Costco will maintain its existence as a corporation and will not wind up or otherwise dispose of all or substantially all of the Costco Property or Costco Project, or assign, participate, or otherwise act in such manner as to convey to any third party any interest in this Agreement unless: (a) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Costco under this Agreement arising after the transfer of this Agreement; and (b) the City consents thereto in writing in advance, such consent not to be unreasonably withheld.

Section 8.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. Prior to the Termination Date, Costco, or its permitted successors or assigns, agree that the Costco Property or Costco Project cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Costco Property or the Costco Project from property tax liability. Nor can the Costco Property or Costco Project be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE IX
DEFAULT

Section 9.1. Default. No Party shall be deemed to be in "**Default**" of this Agreement unless and until such Party has failed to perform, or breached, one its obligations, covenants or representations/warranties set forth in this Agreement and has not cured such failure or breach within thirty (30) days of its receipt of written notice from any other Party to this Agreement specifying the nature of such failure or breach, provided, however, that if such failure or breach cannot, in the exercise of good faith diligent efforts, be cured within said thirty (30) day period, said defaulting Party shall have such additional time as is reasonably necessary to cure its failure/breach, provided that the defaulting Party commences such cure efforts immediately and diligently prosecutes such cure. In the event said defaulting Party fails to cure its failure/breach within the aforesaid time period, said Party shall be deemed to be in "**Default**" hereunder.

Section 9.2 Remedies. Should any Party be in Default under this Agreement, each of the other parties shall have all rights and remedies at law or in equity against the Party in Default, including without limitation, the right to terminate this Agreement.

Section 9.3 Costco Default; Sole Remedy. Notwithstanding anything seemingly to the contrary herein, the sole remedy of the City for Costco's failure to obtain the issuance of a final certificate of occupancy for the Costco Project within the time frame set forth herein is as set forth in Section 6.1(h) above.

Section 9.4 Limitation on Liability. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANOTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY INCURRED OR SUFFERED BY ANY PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE X
MISCELLANEOUS

Section 10.1. Conflict of Interest. Costco represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Costco Property during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Costco Property, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Costco Property, or in any activity, or benefit therefrom, which is part of the Costco Property at any time during or after such person's tenure.

Section 10.2. Notices. Any notice, demand, or other communication under this Agreement by either Party to the other shall be effective upon receipt or refusal of receipt to the following addresses:

(a) in the case of Costco, is addressed or delivered personally to Costco at:

Costco Wholesale Corporation, 999 Lake Drive, Issaquah, WA 98027,
Attention: Gail Tsuboi, Property Management

(b) in the case of City, is addressed or delivered personally to City at:

City of Ankeny, Iowa, 410 W. First St., Ankeny, IA 50023-1557,
Attn: City Clerk

Any Party may change the address for notices to be delivered to it, and copies thereof to any address other than a post office box by serving not less than ten (10) days prior written notice to the other Party in accordance with the provisions contained in this paragraph.

Section 10.3. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Iowa applicable to contracts wholly to be performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

Section 10.4. Entire Agreement. This Agreement and exhibits attached constitute the entire agreement of the Parties and supersedes all prior offers, agreements, arrangements and contracts, whether oral or written, concerning the subject matter hereof.

Section 10.5. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and the parties shall thereupon amend this Agreement to legally and most closely embody the spirit and intent of the invalid provisions.

Section 10.6. No Third-Party Beneficiaries. No rights or privileges of any Party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 10.7. Interpretation. Section headings are for convenience of reference only and are in no way intended to interpret, define or limit the scope or content of this Agreement or any provision hereof and shall be given no legal effect in the interpretation of this Agreement. This Agreement shall not be construed more strictly against one Party than against any other Party merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the City and Costco and their respective attorneys, have contributed substantially and materially to the preparation of each and every provision of this Agreement.

Section 10.8. Amendment; Waiver. This Agreement may not be amended, waived or modified in any respect unless the same shall be in writing and signed by all parties. No waiver by a Party of any Default by any other Party shall constitute a waiver of any other breach or default by said other Party, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give another Party any contractual right by custom, estoppel, or otherwise.

Section 10.9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and Costco and their affiliates, and their respective permitted successors and assigns, including any and all covenants and conditions contained in this Agreement.

Section 10.10. Termination Date. This Agreement will terminate on the first to occur of (a) the date of issuance of a final certificate of occupancy for the Costco Project and any due and owing Shortfall Payments have been paid by Costco; or (b) the date upon which those City Bonds issued specifically to fund the costs for the Public Use Improvements are repaid in full, or (c) **December 31, 2029;** provided, however, that in the event Costco does not acquire the Costco Property on or before **March 15, 2022**, this Agreement will automatically terminate as of **March 15, 2022**, unless the parties hereto agree otherwise in writing, and the Parties will have no liability to the other thereafter.

Section 10.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Costco has caused this Agreement to be duly executed in its name and on its behalf by its duly authorized representative, all on or as of the day first above written (the Effective Date).

[Signatures continue on the following pages.]

CITY OF ANKENY, IOWA,
an Iowa municipal corporation

_____

Mayor
Date: _____, 2022

ATTEST:

_____

City Clerk
Date: _____, 2022

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2022, before me a Notary Public in and for said County, personally appeared _____ , to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ankeny, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Roll Call No. _____, passed on the _____ day of _____ _____, 2022, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

_____
Notary, State of Iowa

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By _____
Title: EVP

Date: FEB. 10, 2022

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

This record was acknowledged before me on Feb. 10, 2022, by Pat Callans as EVP of Costco Wholesale Corporation, a Washington corporation, on behalf of whom the record was executed.

S GARDNER
17915
NOTARY
PUBLIC
COMMISSION EXPIRES 05-06-25
STATE OF WASHINGTON

_____
Notary Public in and for said State

EXHIBIT A
LEGAL DESCRIPTION OF COSTCO PROPERTY

Lot 1 in Spectrum 36-Plat 1, an Official Plat in Ankeny, Polk County, Iowa

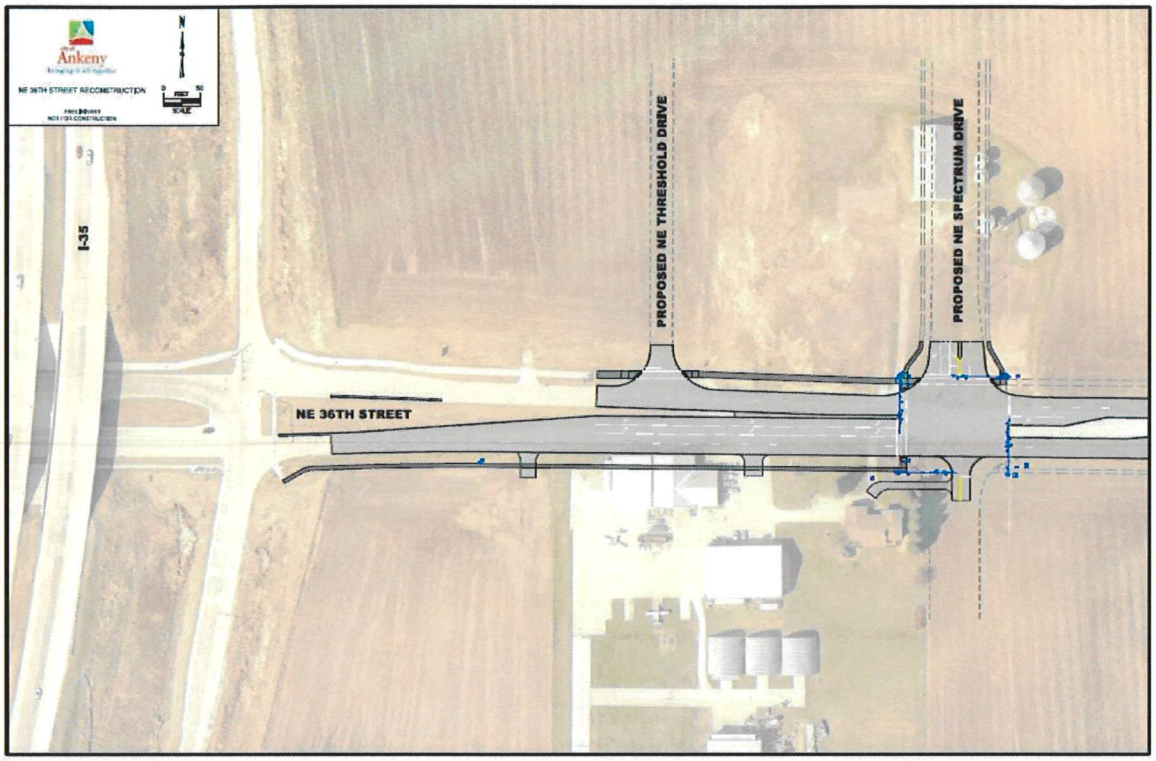
EXHIBIT B

DESCRIPTION OF PUBLIC USE IMPROVEMENTS

Project	**Estimated Completion Date**
Roadway project: approx. 2,000 LF of improvements to NE 36th Street between I-35 & NE 29th Street to the east Includes pavement, curb, gutter, storm sewer, water, and traffic signal Engineer's estimate: $5,190,000	October 31, 2022
Trunk sewer project: Extending 24" trunk sewer 1500LF east/north east north of Costco site. Engineer's estimate: $728,000	October 31, 2022

EXHIBIT C
DEPICTION OF PUBLIC USE IMPROVEMENTS

Roadway:



Trunk Sewer:

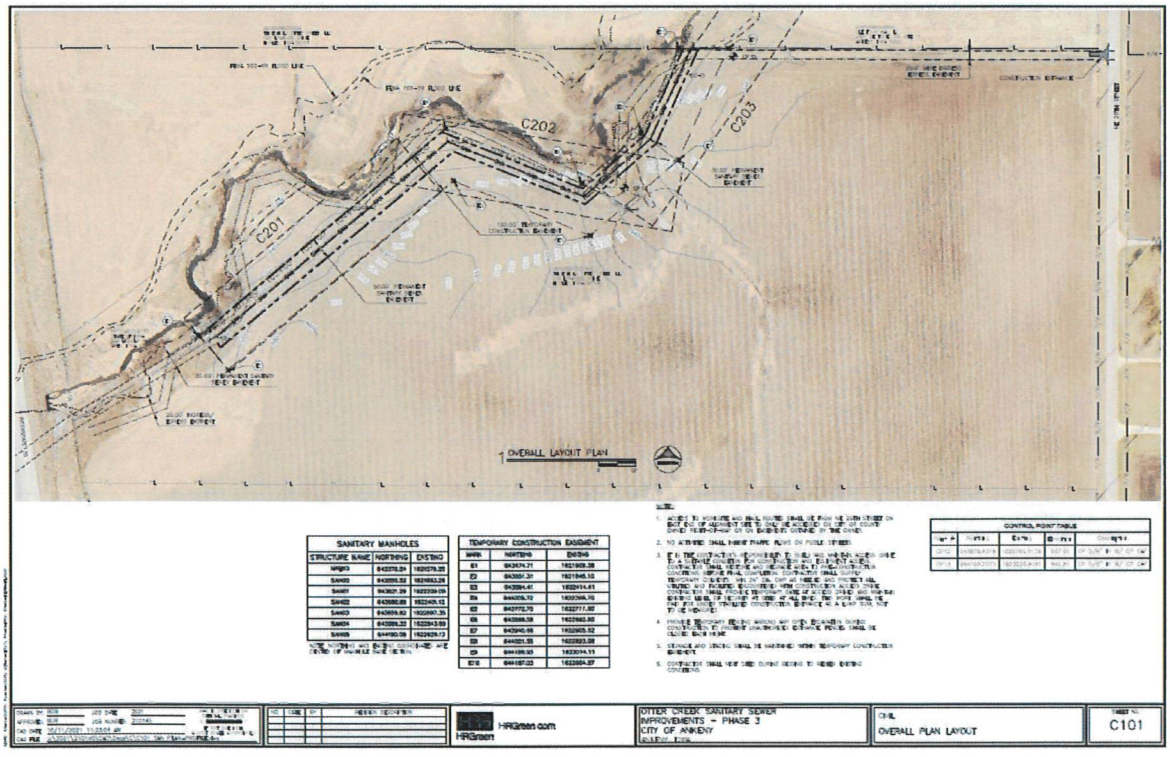


EXHIBIT D

Spectrum 36 Development

The Spectrum 36 Development includes approximately 125 acres to be developed consistent with the approved Spectrum 36 Neighborhood Plan and legally described as:

PROPERTY DESCRIPTION

OUTLOT "Z", ALBAUGH ESTATES, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA EXCEPT WARRANTY DEED RECORDED IN BOOK 14727, PAGE 786 OF THE POLK COUNTY RECORDER'S OFFICE.

AND

THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT ALBAUGH ESTATES AND EXCEPT INTERSTATE 35 .

AND

LOTS 1 AND 2, ALBAUGH ESTATES, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA EXCEPT WARRANTY DEEDS RECORDED IN BOOK 13510, PAGE 774 AND BOOK 13510, PAGE 777 AND BOOK 13636, PAGE 986 OF THE POLK COUNTY RECORDER'S OFFICE.

01990338-1\10174-647

INFRASTRUCTURE AGREEMENT

By and Between

CITY OF ANKENY, IOWA,

and

COSTCO WHOLESALE CORPORATION

_____, 2022

Execution Version

RESOLUTION 22-XXXX

A RESOLUTION APPROVING AN INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF ANKENY AND COSTCO WHOLESALE CORPORATION

WHEREAS, the City Council has a goal to ensure the economic vitality of the community; and

WHEREAS, Costco Wholesale Corporation is proposing to make a substantial investment in Ankeny and create employment opportunities to accommodate its business objectives; and

WHEREAS, Costco Wholesale Corporation proposes to construct an approximately 195,000 square foot wholesale/retail facility and e-commerce fulfillment operation, located in the City of Ankeny; and

WHEREAS, the City intends to advance planned infrastructure improvements to accommodate Costco's proposed investment while supporting additional economic development in the area surrounding the planned Costco Wholesale Corporation site; and

WHEREAS, City staff negotiated an Infrastructure Agreement between the City of Ankeny and Costco Wholesale Corporation that outlines the expected timeline for planned public and private improvements, which includes remedies if certain timelines are not met; and

WHEREAS, on February 21, 2022 a hearing was held on said Infrastructure Agreement and after said hearing the City Council of the City of Ankeny determined it to be in the best interest of the City to approve said Agreement in the form attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the Infrastructure Agreement between the City of Ankeny and Costco Wholesale Corporation and authorizes the Mayor and the City Clerk to execute said Agreement and authorizes the City staff to do all things necessary to carry out the terms of the Infrastructure Agreement.

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-13: Proposed Issuance of Not to Exceed $28,500,000 General Obligation Bonds

EXECUTIVE SUMMARY:

The not to exceed $28,500,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2022 Capital Improvement Program and refund 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 2022-13.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution

PUBLIC HEARING 2022-13 5:30 P.M. FEBRUARY 21, 2022

PROPOSED ISSUANCE OF NOT TO EXCEED $28,500,000 GENERAL OBLIGATION BONDS

Mayor:

This is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed $28,500,000 General Obligation Bonds, in order to provide funds to pay the costs of:

the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the city, including General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B, for essential corporate purposes.

Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Section 384.25 of the Code of Iowa.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID BONDS?"

City Clerk:

None in the Clerk's Office

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed bond issuance.”

Mayor After Staff Report:

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

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

1. Consider MOTION to close public hearing 2022-13.

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $28,500,000 GENERAL OBLIGATION BONDS", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $28,500,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed $28,500,000 General Obligation Bonds, for the essential corporate purposes, in order to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction,

reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the city, including General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $28,500,000 General Obligation Bonds, for the foregoing essential corporate purposes.

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

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

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-14: Proposed Issuance of Not to Exceed $7,600,000 General Obligation Urban Renewal Bonds

EXECUTIVE SUMMARY:

The not to exceed $7,600,000 General Obligation Urban Renewal Bonds (for essential corporate urban renewal purposes) are being proposed to fund the urban renewal projects in the 2022 Capital Improvement Program. This includes the NE 36th Street Reconstruction - Interstate 35 to NE Four Mile Drive project in the Northeast Ankeny Urban Renewal Area and the West 1st Street Widening and Improvements - Phase 1 and Uptown Parking Improvements projects in the 1991 City of Ankeny Urban Renewal Area.

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 2022-14.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution

PUBLIC HEARING 2022-14 5:30 P.M. FEBRUARY 21, 2022

PROPOSED ISSUANCE OF NOT TO EXCEED $7,600,000 GENERAL OBLIGATION URBAN RENEWAL BONDS

Mayor:

This is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed $7,600,000 General Obligation Urban Renewal Bonds, in order to provide funds to pay the costs of:

aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements, for essential corporate urban renewal purposes.

Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Sections 384.24(3)(q), 384.25 and 403.12 of the Code of Iowa.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID BONDS?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed bond issuance."

Mayor After Staff Report:

"IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED BOND ISSUANCE?" (Inform them to come to the microphone, give their name and address for the record.)

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

1. Consider MOTION to close public hearing 2022-14.

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $7,600,000 GENERAL OBLIGATION URBAN RENEWAL BONDS", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $7,600,000 GENERAL OBLIGATION URBAN RENEWAL BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed $7,600,000 General Obligation Urban Renewal Bonds, for the essential corporate urban renewal purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $7,600,000 General Obligation Urban Renewal Bonds, for the foregoing essential corporate urban renewal purposes.

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-15: Proposed Issuance of Not to Exceed $400,000 General Obligation Bonds

EXECUTIVE SUMMARY:

The not to exceed $400,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Annual Park Development Program in the 2022 Capital Improvement Program.

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 2022-15.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution

PUBLIC HEARING 2022-15 5:30 P.M. FEBRUARY 21, 2022

PROPOSED ISSUANCE OF NOT TO EXCEED $400,000 GENERAL OBLIGATION BONDS

Mayor:

This is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed $400,000 General Obligation Bonds, in order to provide funds to pay the costs of:

the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park, for general corporate purposes.

Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Section 384.26 of the Code of Iowa.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID BONDS?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed bond issuance."

Mayor After Staff Report:

"IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED BOND ISSUANCE?" (Inform them to come to the microphone, give their name and address for the record.)

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

1. Consider MOTION to close public hearing 2022-15.

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $400,000 GENERAL OBLIGATION BONDS", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $400,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed $400,000 General Obligation Bonds, for the general corporate purposes, in order to provide funds to pay the costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $400,000 General Obligation Bonds, for the foregoing general corporate purposes.

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-16: Proposed Issuance of Not to Exceed $3,000,000 Water Revenue Capital Loan Notes

EXECUTIVE SUMMARY:

The not to exceed $3,000,000 Water Revenue Capital Loan Notes are being proposed to fund the construction of the High Trestle Trail Transmission Main - Phase 1 project in the 2022 Capital Improvement Program.

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 2022-16.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution

PUBLIC HEARING 2022-16 5:30 P.M. FEBRUARY 21, 2022

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

Mayor:

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

acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 1 Project.

Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

Mayor:

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

City Clerk:

None in the Clerk's Office

Mayor:

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

Mayor After Staff Report:

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

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

1. Consider MOTION to close public hearing 2022-16.

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

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

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

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

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

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $3,000,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 1 Project, and has considered the extent of objections received from residents or property owners

as to the proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

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

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

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

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-17: Proposed Issuance of Not to Exceed $235,000 Water Revenue Capital Loan Notes

EXECUTIVE SUMMARY:

The not to exceed $235,000 Water Revenue Capital Loan Notes are being proposed to fund the design of the South Ankeny Boulevard Transmission Main project in the 2022 Capital Improvement Program.

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 2022-17.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution

PUBLIC HEARING 2022-17 5:30 P.M. FEBRUARY 21, 2022

PROPOSED ISSUANCE OF NOT TO EXCEED $235,000 WATER REVENUE CAPITAL LOAN NOTES

Mayor:

This is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $235,000 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of:

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

Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

Mayor:

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

City Clerk:

None in the Clerk's Office

Mayor:

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

Mayor After Staff Report:

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

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

1. Consider MOTION to close public hearing 2022-17.

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $235,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $235,000 WATER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $235,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main Project, and has considered the extent of objections received from residents or property owners as to the

proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed $235,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

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

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

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-18: Proposed Issuance of Not to Exceed $174,600 Water Revenue Capital Loan Notes

EXECUTIVE SUMMARY:

The not to exceed $174,600 Water Revenue Capital Loan Notes are being proposed to fund the design of the High Trestle Trail Transmission Main - Phase 2 project in the 2022 Capital Improvement Program.

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 2022-18.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution

PUBLIC HEARING 2022-18 5:30 P.M. FEBRUARY 21, 2022

PROPOSED ISSUANCE OF NOT TO EXCEED $174,600 WATER REVENUE CAPITAL LOAN NOTES

Mayor:

This is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $174,600 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of:

acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 2 Project.

Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

Mayor:

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

City Clerk:

None in the Clerk's Office

Mayor:

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

Mayor After Staff Report:

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

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

1. Consider MOTION to close public hearing 2022-18.

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $174,600 WATER REVENUE CAPITAL LOAN NOTES", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $174,600 WATER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $174,600 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 2 Project, and has considered the extent of objections received from residents or property owners

as to the proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed $174,600 Water Revenue Capital Loan Notes, for the foregoing purposes.

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

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

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-19: Proposed Issuance of Not to Exceed $400,000 Water Revenue Capital Loan Notes

EXECUTIVE SUMMARY:

The not to exceed $400,000 Water Revenue Capital Loan Notes are being proposed to fund the design of the Northwest Water Tower project in the 2022 Capital Improvement Program.

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 2022-19.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution

PUBLIC HEARING 2022-19 5:30 P.M. FEBRUARY 21, 2022

PROPOSED ISSUANCE OF NOT TO EXCEED $400,000 WATER REVENUE CAPITAL LOAN NOTES

Mayor:

This is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $400,000 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of:

acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower Project.

Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

Mayor:

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

City Clerk:

None in the Clerk's Office

Mayor:

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

Mayor After Staff Report:

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

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

1. Consider MOTION to close public hearing 2022-19.

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $400,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $400,000 WATER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $400,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower Project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of

Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed $400,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

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

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

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 February 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, February 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

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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.

PUBLIC FORUM

1. Melisa Cox, Ankeny Chamber, updated council on February events.
2. Reza Kargarzadh, Hope Development & Realty, announced that his company has purchased several hundred acres of land in Ankeny for development and he wanted to introduce himself and staff.
3. Danielle Seifert requested council consider providing an incentive for an entertainment complex she is considering building in Ankeny.
4. Renee Potts reported on activities that took place on January 17 for the MLK Day of Service.

APPROVAL OF AGENDA

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

PUBLIC HEARINGS

1. PH 2022-07. Mayor Holm announced that this is the time and place for a public hearing on the matter of the proposed Ordinance 2096 vacating a public utility easement associated with Lot 20, Ashland Ridge Plat 2. Notice of this hearing was published in the Des Moines Register on the 28th day of January, 2022.

   Eric Jensen, Community Development Director, reported that the applicant and property owner, Scott Von Hagen, is requesting that the City vacate a portion of a public utility easement, located on Lot 20, Ashland Ridge Plat 2. The request is to vacate three feet of the 10-foot public utility easement to facilitate the use of the property. The applicant has provided letters of authorization from all applicable utility companies.

   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 2022-07. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Approval of official council actions of the regular meeting of January 18, 2022, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of January 4, 2022.

Licenses and Permits

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

Finance/Budget

4. Change Order #1 increasing the contract amount by $4,059.50 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition (2021) project.
5. Change Order #3 increasing the contract amount by $100,986.00 to McAninch Corporation for construction services on the Irvinedale
   Drive Transmission Main - Phase 3 project.
6. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $248,000.00 with Snyder & Associates, Inc. for construction engineering services on the NW 36th Street Widening - NW Ash Dr to N Ankeny Blvd project.
7. Payment #2 in the amount of $108,300.00 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition project.
8. Payment #9 in the amount of $52,850.19 to FOX Engineering Associates, Inc., for engineering services on the Ankeny ASR project.
9. Payment #7 in the amount of $71,838.02 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.
10. Payment #5 in the amount of $5,701.90 to HR Green, Inc., for engineering services on the Oralabor Gateway Trail project.
11. Payment #9 in the amount of $4,171.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 1 project.
12. Payment #12 in the amount of $4,440.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.
13. Payment #20 in the amount of $9,293.28 to Shive Hattery for design\development services on the Ankeny Senior Community Center.
14. Payment #18 in the amount of $22,485.13 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
15. Payment #11 in the amount of $16,200.50 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
16. Payment #14 in the amount of $8,141.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
17. Payment #6 in the amount of $34,225.25 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
18. Payment #10 in the amount of $11,774.55 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
19. Payment #14 in the amount of $9,273.07 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
20. Payment #8 in the amount of $561.00 to Snyder & Associates, Inc., for engineering services on the Saylor Creek Stabilization at Sanitary Manhole 20J21 project.
21. Payment #21 in the amount of $4,456.90 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
22. February 7, 2022 Accounts Payable by Fund: General $272,379; Hotel Motel Tax $2,456; Road Use Tax $112,209; Library Foundation $557; Solid Waste $2,918; Water $170,959; Sewer $34,033; Stormwater $1,925; Golf Course $15,026; Enterprise Project $188,478; Revolving $48,311; Risk Management $75,114; Health Insurance $543; BAN/Bond Activity $2,000; Capital Projects $289,091; Payroll Totals $2,843,771; Service Transfers/ACH Drafts ($361,338); Agenda Payments Approved Separately ($363,713). Grand Total $3,334,719.
23. **RESOLUTION 2022-036** authorizing the purchase of traffic signal pole assemblies for installation with the NE 36th Street Reconstruction, I-35 to NE Four Mile Drive, project.
24. **RESOLUTION 2022-037** authorizing the purchase of traffic signal cabinets and controllers for installation with the NW 36th Street Widening: NW Ash Drive to N Ankeny Blvd.
25. **RESOLUTION 2022-038** declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

26. Reject bid awarded to Central Iowa Fencing on January 3, 2022 and approve bid received from American Fence Company for the installation of a security fence and gates at the Ankeny Police Department.

Community Development

27. **RESOLUTION 2022-039** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of 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. (date of hrg: 2/21/22 @ 5:30 p.m.)
28. **RESOLUTION 2022-040** 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 Four Mile Distribution Center Plat 1.
29. **RESOLUTION 2022-041** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of sanitary sewer in Four Mile Distribution Center Plat 1.
30. **RESOLUTION 2022-042** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Four Mile Distribution Center Plat 1.
31. **RESOLUTION 2022-043** accepting final plat, platted easements, off-site easement, and subdivision bond for seeding and erosion control for The District at Prairie Trail Plat 11.
32. **RESOLUTION 2022-044** accepting final plat, minimum protection elevations, warranty deed for streets, and platted easements for Deer Creek Village Plat 2.
33. Approve the Hansen Plat 1 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.
34. **RESOLUTION 2022-045** accepting the final plat for Hansen Plat 1, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.
35. Approve the Bauer Heights Plat 4 preliminary plat, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.
36. **RESOLUTION 2022-046** accepting final plat, subdivision performance bonds for seeding and silt fence, performance and maintenance bonds for underground improvements, platted easements, and sewer connection fee, for Chapman Brothers Farm Plat 3.
37. **RESOLUTION 2022-047** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and storm sewer in Chapman Brothers Farm Plat 3.
38. **RESOLUTION 2022-048** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of paving in Chapman Brother Farms Plat 3.
39. **RESOLUTION 2022-049** initiating the annexation of, and providing for the giving of notice and the filing of an application for annexation of certain territory located adjacent to the Northeast Quadrant of Ankeny.
40. **RESOLUTION 2022-050** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, platted easements, and sewer and water connection fee, for Housby Ankeny Plat 1.

Engineering

41. **RESOLUTION 2022-051** accepting maintenance bond for water main and sanitary sewer in Deer Creek Village Plat 2.
42. **RESOLUTION 2022-052** accepting a proposal from Shekar Engineering, PLC in the amount of $126,728.95 for the construction of the 2022 Pedestrian Ramp Improvements Program - Ashland Meadows project.

43. **RESOLUTION 2022-053** accepting a proposal from Howrey Construction, Inc. in the amount of $126,125.25 for the construction of the 2022 Sidewalk Gaps and Trail Replacement project.
44. **RESOLUTION 2022-054** accepting a proposal from Redbud, LLC in the amount of $66,642.00 for the construction of the Landscaping Improvements for High Trestle Extension - SE Magazine Road to SE Oralabor Road project.
45. **RESOLUTION 2022-055** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (811 NW 37th Court - Dabrowska aka Perry)
46. **RESOLUTION 2022-056** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (807 NW 37th Court - Houghton)
47. **RESOLUTION 2022-057** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (460 NW 36th Street - OSPC Ankeny Real Estate, LLC)
48. **RESOLUTION 2022-058** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (240 NW 36th Street - Forselles II Partners, LLC)
49. **RESOLUTION 2022-059** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (120 NW 36th Street - CF Investors, LLC)
50. **RESOLUTION 2022-060** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement and temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (Piper Properties Plat 2 Condominiums - Harvester Land Holdings, L.C.)

Administrative

51. **RESOLUTION 2022-061** approving construction contract and bond with Gingerich Well & Pump Service, LLC of Kalona, Iowa, in the amount of $3,234,033.00 for the Well #7 - ASR #3 - Bid Package 1 - Well Construction project.
52. **RESOLUTION 2022-062** authorizing matching funds as part of the City of Ankeny's application to the U.S. Economic Development Administration's Travel, Tourism & Outdoor Recreation Grant program for the High Trestle Trail Experience Park.
53. **RESOLUTION 2022-063** setting a public hearing on an infrastructure agreement between the City of Ankeny and Costco Wholesale Corporation. (date of hrg: 2/21/2022 @ 5:30 p.m.)
54. **RESOLUTION 2022-064** fixing date of regular council meetings which fall on a Monday that are designated as an official holiday with the City of Ankeny Employee Handbook.
55. **RESOLUTION 2022-065** setting a public hearing on creating an Entertainment District by City Ordinance. (date of hrg: 03/07/2022 @ 5:30 p.m.)

Approval of Consent Agenda Items

1. Council Member Bentz moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-55. Ayes: Bentz, Ruddy, Perry, Walter-Ashby, Whiting.

BOARDS AND COMMISSIONS

1. Council Member Perry moved, Whiting seconded, to approve the Mayors appointments to expiring Board and Commission Members as presented. Ayes: Perry, Whiting, Bentz, Ruddy, Walter-Ashby.
   Economic Development Council - Bethany Langner - effective immediately - term expires 06/30/2024
   Examiners & Appeals Board - Dan Woellhof - effective immediately - term expires 12/31/2024

APPROVAL OF ORDINANCES

1. **Ord 2093.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD zoning of certain property owned by Stubbs Development and Lemar Koethe. Council Member Whiting moved, Ruddy seconded, to accept third consideration of ORDINANCE 2093, sending it on its final passage and publication as required by law. Ayes: Whiting, Ruddy, Bentz, Perry, Walter-Ashby.
2. **Ord 2094.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Dan and Beverly Jury. Council Member Walter-Ashby moved, Bentz seconded, to accept third consideration of ORDINANCE 2094, sending it on its final passage and publication as required by law. Ayes: Walter-Ashby, Bentz, Perry, Ruddy, Whiting.
3. **Ord 2095**. An Ordinance amending Chapter 30, Economic Development Council, of the Municipal Code of the City of Ankeny, Iowa. Council Member Ruddy moved, Whiting seconded, to accept second consideration of ORDINANCE 2095. Ayes: Ruddy, Whiting, Bentz, Perry, Walter-Ashby.
4. **Ord 2096.** An Ordinance vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2 (PH 2022-07). Council Member Perry moved, Whiting seconded, to accept first consideration of ORDINANCE 2096. Ayes: Perry, Whiting, Bentz, Ruddy, Walter-Ashby.

NEW BUSINESS

1. Proposed SE Delaware Avenue HMA Widening - Initiate Proceedings
   Council Member Perry moved, Whiting seconded, to adopt **RESOLUTION 2022-066** ordering construction on the SE Delaware HMA Widening project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 AM / date of hrg: 3/7/22 @ 5:30 PM) Ayes: Perry, Whiting, Bentz, Ruddy, Walter-Ashby.
2. Proposed 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) Initiate Proceedings
   Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-067** ordering construction on the 2022 PCC Pavement Preservation Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 AM / date of hrg: 3/7/22 @ 5:30 PM) Ayes: Whiting, Ruddy, Bentz, Perry, Walter-Ashby.
3. Proposed North Ankeny Boulevard Fiber Optic Upgrade - Initiate Proceedings
   Council Member Whiting moved, Perry seconded, to adopt **RESOLUTION 2022-068** ordering construction of the North Ankeny Boulevard Fiber Optic Upgrade and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 AM / date of hrg: 3/7/22 @ 5:30 PM) Ayes: Whiting, Perry, Bentz, Ruddy, Walter-Ashby.
4. Proposed 2022 PCC Reconstruction Program - SE Peachtree Drive - Initiate Proceedings
   Council Member Whiting moved, Walter-Ashby seconded, to adopt **RESOLUTION 2022-069** ordering construction on the 2022 PCC Reconstruction Program - SE Peachtree Drive project

and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 A.M. / date of hrg: 3/7/22 @ 5:30 P.M.) Ayes: Whiting, Walter-Ashby, Bentz, Perry, Ruddy.

5. Proposed NE Four Mile Drive RCB for Deer Creek - Initiate Proceedings
   Council Member Whiting moved, Perry seconded, to adopt **RESOLUTION 2022-070** ordering construction on the NE Four Mile Drive RCB for Deer Creek project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 3/1/22 @ 10:30 a.m./date of hrg: 3/7/22 @ 5:30 p.m.) Ayes: Whiting, Perry, Bentz, Ruddy, Walter-Ashby.
6. Proposed Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements - Professional Services Agreement with HR Green, Inc.
   Council Member Bentz moved, Whiting seconded, to approve the Professional Services Agreement with HR Green, Inc. for the design engineering and bidding phase services on the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in an amount not to exceed $355,700.00 and authorize the Mayor to execute said agreement. Ayes: Bentz, Whiting, Perry, Ruddy, Walter-Ashby.
7. Fiber Optic Network Master Plan - Professional Services Agreement with Olsson Associates
   Council Member Ruddy moved, Walter-Ashby seconded, to approve the Professional Services Agreement with Olsson Associates for engineering services on the Fiber Optic Network Master Plan in an amount not to exceed $85,000.00 and authorize the Mayor to execute said Agreement. Ayes: Ruddy, Walter-Ashby, Bentz, Perry, Whiting.
8. Proposed NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard - Professional Services Agreement with McClure Engineering Company
   Council Member Whiting moved, Bentz seconded, to approve the Professional Services Agreement with McClure Engineering Company for the design engineering and bidding phase services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in an amount not to exceed $385,000.00 and authorize the Mayor to execute said agreement. Ayes: Whiting, Bentz, Perry, Ruddy, Walter-Ashby.
9. Proposed S. Ankeny Blvd. Transmission Main Project - Professional Services Agreement with Short Elliot Hendrickson, Inc. (SEH)
   Council Member Whiting moved, Perry seconded, to approve the Professional Services Agreement with SEH, for the design engineering and bidding phase services on the S. Ankeny Blvd. Transmission Main Project in an amount not to exceed $216,800.00 and the Mayor to execute said agreement. Ayes: Whiting, Perry, Bentz, Ruddy, Walter-Ashby.
10. Proposed N. Ankeny Blvd. Water Main Project - Professional Services Agreement with Short Elliot Hendrickson, Inc. (SEH)
    Council Member Walter-Ashby, second by Ruddy, to approve the Professional Services Agreement with SEH, for the design engineering and bidding phase services on the N. Ankeny Blvd. Water Main Project in an amount not to exceed $19,700.00 and the Mayor to execute said agreement. Ayes: Walter-Ashby, Ruddy, Bentz, Perry, Whiting.
11. Proposed Not to Exceed $28,500,000 General Obligation Bonds - Initiate Proceedings
    Council Member Perry moved, Whiting seconded, to adopt **RESOLUTION 2022-071** fixing date for a meeting on the proposition of the issuance of not to exceed $28,500,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for essential corporate purposes), and providing for publication of notice thereof (date of hrg: 2/21/22 @ 5:30 p.m.). Ayes: Perry, Whiting, Bentz, Ruddy, Walter-Ashby.
12. Proposed Not to Exceed $7,600,000 General Obligation Urban Renewal Bonds - Initiate Proceedings
    Council Member Whiting moved, Bentz seconded, to adopt **RESOLUTION 2022-072** fixing date for a meeting on the proposition of the issuance of not to exceed $7,600,000 General Obligation Urban Renewal Bonds of the City of Ankeny, State of Iowa (for essential corporate urban renewal purposes), and providing for publication of notice thereof (date of hrg: 2/21/22 @ 5:30 p.m.). Ayes: Whiting, Bentz, Perry, Ruddy, Walter-Ashby.

13. Proposed Not to Exceed $400,000 General Obligation Bonds - Initiate Proceedings
    Council Member Ruddy moved, Whiting seconded, to adopt **RESOLUTION 2022-073** fixing a date for a meeting on the proposition of the issuance of not to exceed $400,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes), and providing for publication of notice thereof (date of hrg: 2/21/22 @ 5:30 p.m.). Ayes: Ruddy, Whiting, Bentz, Perry, Walter-Ashby.
14. Proposed Not to Exceed $3,000,000 Water Revenue Capital Loan Notes - Initiate Proceedings
    Council Member Walter-Ashby moved, Perry seconded, to adopt **RESOLUTION 2022-074** fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $3,000,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 5:30 p.m.). Ayes: Walter-Ashby, Perry, Bentz, Ruddy, Whiting.
15. Proposed Not to Exceed $235,000 Water Revenue Capital Loan Notes - Initiate Proceedings
    Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-075** fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $235,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 5:30 p.m.). Ayes: Whiting, Ruddy, Bentz, Perry, Walter-Ashby.
16. Proposed Not to Exceed $174,600 Water Revenue Capital Loan Notes - Initiate Proceedings
    Council Member Perry moved, Whiting seconded, to adopt **RESOLUTION 2022-076** fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $174,600 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 5:30 p.m.). Ayes: Perry, Whiting, Bentz, Ruddy, Walter-Ashby.
17. Proposed Not to Exceed $400,000 Water Revenue Capital Loan Notes - Initiate Proceedings
    Council Member Bentz moved, Ruddy seconded, to adopt **RESOLUTION 2022-077** fixing date for a meeting on the Authorization of a loan and disbursement agreement and the issuance of not to exceed $400,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 5:30 p.m.). Ayes: Bentz, Ruddy, Perry, Walter-Ashby, Whiting.

ADJOURNMENT

1. Meeting was adjourned at 6:15 PM.

_____ _____

Denise L. Hoy, City Clerk Mark E. Holm, Mayor

Published in the Des Moines Register on 02/11/2022

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ANKENY CITY COUNCIL

City Council Agenda

February 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:

LEGAL:

SUBJECT:

Receive and file minutes of the Park Board meeting of November 29, 2021

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Minutes

Ankeny Park Board Meeting
November 29, 2021

Meeting Minutes:

Call to Order: Chad Hade called the Park Board meeting to order at 5:30 p.m. Due to the Covid-19 pandemic, the meeting was conducted as an electronic meeting. Park Board members and City staff participated by electronic conferencing. All board members were present. Nick Lenox, Ryan Harkema, and Leslie Reab represented City of Ankeny staff.

Approval of Minutes: The October meeting minutes were reviewed and approved with a motion from Amber Smith and a second from Josh Craighead. All approved.

Action Item #1, Approval of 2022 Fees: Lenox presented the 2022 fee structure to the Park Board. Lenox showed a comparison with past years fees and proposed incremental increases for certain programs. A general discussion ensued. Fees were reviewed and approved with a motion from Josh Craighead and a second from Lisa McDaniel. The fees will be brought to City Council for approval on December 20.

Director's Report: Lenox informed the board the Albaugh Community Center ribbon cutting has been scheduled for December 20 at 3pm, Lenox will email the board an invite. Lenox will invite newly appointed Assistant City manager Mike Schrock to attend a Park Board meeting so he can gain insight on current department activities. Lenox informed board members that there will not be a December Park Board meeting unless items arise that need immediate attention.

Chairperson's Report – Lisa McDaniel: No report.

Board Member Reports:

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

Adjournment: Chad Hade moved meeting adjournment and Aaron Bradshaw provided the second. The meeting was adjourned at 6:15 p.m.

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

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Receive and file minutes of the Human Rights Commission meetings of November 11, 2021 and January 27, 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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HRC Minutes November
HRC Minutes Jan

Meeting Minutes

Human Rights Commission

Thursday, November 11, 2021
5:30 p.m.
City Council Chambers-Ankeny Kirkendall Public Library
1250 SW District Dr, Ankeny, Iowa

Blake Campbell	
Stephanie Gott	Lindsay Norland
Isaiah McGee	Tim Olson
Mindi Nguyen	Jeanette Thomas - Chair

CALL TO ORDER:
The meeting was called to order by Thomas at 5:34 pm.

ROLL CALL:
Campbell-absent, Gott-absent, McGee-present, Nguyen-present, Norland- present, Olson-absent, Thomas-present. Also present was Nick Osborne, staff member-Assistant to the City Manager.

1. **MOTION TO APPROVE THE MINUTES FROM OCTOBER 14, 2021**
   McGee moved to approve the minutes from the October 11 meeting. Norland seconded. All voted aye and the motion carried.

2. **DISCUSSION**
   - **WEBSITE**
     Mr. Osborne showed the Commission the complaints section of the website.
   - **MARKETING PLAN**
     Mr. Osborne stated his plan to meet with the Ankeny Communications Department to develop a marketing plan to improve awareness of the Commission and the complaint procedure. He will also print brochures in English and Spanish for Housing issues and the Iowa Civil Rights Commission complaint procedure. They will be posted at the library.
   - **BUDGET**
     The City has plans to allocate the Commission $5,000 for contracting and $5,000 for material costs each year.
   - **CITY LOGO**
     City administration confirmed that the Commission is allowed to use the City logo
   - **REAPPOINTMENT PROCEDURE**
     Mr. Osborne distributed reappointment forms to those whose terms will expire on 12/31/21. If there are any vacancies, the Mayor will appoint replacements.

- **LONG TERM CALENDAR**
  Deferred until January meeting.

3. ADJOURN

Nguyen moved to adjourn, Norland seconded at 6:13 pm.

Next meeting: Thursday, January 27 at 5:30 pm.

Meeting Minutes

Human Rights Commission

Thursday, January 27, 2022
5:30 p.m.
City Council Chambers-Ankeny Kirkendall Public Library
1250 SW District Dr, Ankeny, Iowa

Aubrey Alvarez
Blake Campbell
Isaiah McGee
Mindi Nguyen
Lindsay Norland
Tim Olson
Laura Parkinson

NOMINATE AND APPROVE CHAIR AND VICE CHAIR:
McGee nominated for Chair- approved unanimously. Olson nominated for Vice Chair- approved unanimously.

CALL TO ORDER:
McGee called to order meeting at 5:35 pm.

ROLL CALL:
Alvarez- present, Campbell-present, McGee-present, Nguyen-absent, Norland- present, Olson-present, Parkinson- present. Also present was Nick Osborne, staff member- Assistant to the City Manager.

1. **MOTION TO APPROVE THE AGENDA FOR JANUARY 27, 2022.**
   Olson moved to approve the agenda. Campbell seconded. All voted aye, motion carried
2. **MOTION TO APPROVE THE MINUTES FROM NOVEMBER 11, 2021**
   Campbell moved to approve the minutes from the November 11 meeting. Norland seconded. All voted aye and the motion carried.

3. **DISCUSSION**
   - **STAFF REPORT**
     Mr. Osborne reported that informational brochures from the Iowa Civil Rights Commission are now available in the library lobby. The City is also considering passing the same HRC budget as the current year- $10,000.
   - **LONG TERM CALENDAR FOR HRC ACTIVITIES**
     HRC asked Mr. Osborne to work with City Communications staff to craft a social media post seeking community groups who could host informational presentations. Post will be published within one week. Group brainstormed different groups who might be interested in presentations: Rotary, Chamber of Commerce, Ankeny Young Professionals, Uptown Ankeny, Kiwanis, Lions, School Board, Ankeny Leadership Institute, and Impact Community Partnership. HRC members tasked to provide contact information for above organizations and members will be assigned duty of

contacting different groups at the next scheduled meeting. HRC asked Mr. Osborne to inquire about a shared drive for committee work. He will report back at the next meeting. HRC members also discussed events. HRC is most comfortable approaching other organizations about co-sponsoring events and collaborating. HRC also proposed recognizing certain months on social media that celebrate different groups, e.g. February Black History Month. Olsen volunteered to organize a calendar recognizing each group and a short write up.

- **MLK EVENT REQUEST FROM MAYOR HOLM**
  HRC began discussing the possibility of an event and will explore it more fully at future meetings.

4. **ADJOURN**
   Alvarez moved to adjourn, Norland seconded. All voted aye at 6:33 pm.

   Next meeting: Thursday, February 24 at 5:30 pm.

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ANKENY CITY COUNCIL

City Council Agenda

February 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: 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 January 19, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
P&Z Minutes 2022-01-19

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 19, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair T.Flack called the January 19, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Annette Renaud and Todd Ripper. Absent: Ted Rapp and Lisa West. Staff present: E.Jensen, E.Carstens, D.Gervais, L.Hutzell, B.Fuglsang

AMENDMENTS TO THE AGENDA
Motion by T.Ripper to approve the January 19, 2022 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 4 – 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 January 4, 2022 minutes of the Plan and Zoning Commission meeting.
Item #2. Bauer Heights Plat 4 Preliminary Plat (County)
Motion to recommend City Council approval of the Bauer Heights Plat 4 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion by A.Renaud to approve the recommendations for Consent Agenda Item(s) #1 - #2. Second by T.Ripper. All voted aye. Motion carried 4 – 0.

PUBLIC HEARINGS
There were no public hearings.

BUSINESS ITEMS
Item #3. Vintage Business Park Neighborhood Plan 5th Amendment
D.Gervais reported the Vintage Business Park at Prairie Trail consists of 95.3 acres originally owned and developed by DRA Properties. She said the site is generally located north of Vintage Parkway and south of John Deere. It is zoned Prairie Trail PUD in the Business Park Precinct. She noted that this neighborhood is the transitional area between John Deere and the residential to the south. This is the 5th amendment to the original Neighborhood Plan. D.Gervais said the proposed changes are for the area around Lots 7 and 8. She explained that originally Lot 7 showed three office buildings and now the proposed amendment is to have six single-story office buildings and a shared parking lot with access onto SW Magazine Road. Lot 8 shows changes to the allowed street access, which is dependent upon completion of a traffic study. Staff recommends approval of the Vintage Business Park Neighborhood Plan 5th Amendment and rescinding the previous approved plan.

Adam Schoeppner, Nilles Associates, 1250 SW State Street, Suite A, Ankeny on behalf of the applicant. He said the applicant is looking to create more of a business park atmosphere with this lot and the amendment would provide them more flexibility to make that happen. He asked the Commission if they had any questions.

There were no questions from the Commission.

Motion by G.Hunter to recommend City Council approval of the 5th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved September 20, 2021. Second by T.Ripper. All voted aye. Motion carried 4 – 0.

Item #4. Request to vacate a portion of public land, Lot 2, The District at Prairie Trail Plat 8
D.Gervais reported that the City received a request to vacate a portion of Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Merchant Street and SW Park Square Drive. The area to be vacated is not part of the paved public parking area and is currently being used for sidewalks, greenspace, and a trash enclosure for event uses as part of District Building 6. She stated the purpose of the proposed public land vacation is to allow a trash enclosure to remain, as was constructed, as part of the District Building 6 at 1345 SW Park Square Drive. Staff's recommendation is that the Plan & Zoning Commission recommend City Council approval of the request to vacate a portion of Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Merchant Street and SW Park Square Drive.

T.Ripper asked if the trash enclosure is currently located on this property. Staff responded yes.

There were no comments from the applicant.

Motion by T.Ripper to recommend City Council approval of the request to vacate 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. Second by G.Hunter. All voted aye. Motion carried 4 – 0.

REPORTS
City Council Meeting
E.Jensen reported on his attendance at the January 18, 2022 City Council meeting. Commissioners Trina Flack, Glenn Hunter and Todd Ripper were re-appointed for another 4-year term on the Plan and Zoning Commission.

Director's Report
E.Jensen presented the tentative agenda items for the February 8, 2022 Plan and Zoning Commission meeting and the Plan and Zoning Commission 2021 Annual Report was provided to the Commission.

Commissioner's Reports
There were no reports.

MISCELLANEOUS ITEMS
February 7, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT
There being no further business, motion by T.Flack to adjourn the meeting. Second by T.Ripper. Meeting adjourned at 6:45 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

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ANKENY CITY COUNCIL

City Council Agenda

February 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: Planning and Building

COUNCIL GOAL: Ensure Economic Vitality ??

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of January 4, 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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ZBOA 2022-01-04 Minutes

Meeting Minutes

Zoning Board of Adjustment

Tuesday, January 4, 2022
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER
Chair Matt Ott called the January 4, 2022 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

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

AMENDMENTS TO THE AGENDA
There were no amendments to the agenda.

MINUTES OF THE NOVEMBER 16, 2021 and DECEMBER 7, 2021 REGULAR MEETINGS
Motion by K.Tomlinson to approve the November 16, 2021 meeting minutes as submitted. Second by N.Sungren. Motion carried 3 – 0 – 2. (Abstain: J.Baxter and B.Walker)

Motion by J.Baxter to approve the December 7, 2021 meeting minutes as submitted. Second by B.Walker. Motion carried 3 – 0 – 2. (Abstain: M.Ott and N.Sungren)

COMMUNICATIONS / CORRESPONDENCE
There were no communications.

BUSINESS ITEMS
PUBLIC HEARINGS:

#22-01 **Tyler Christowski**
2103 NW Reinhart Drive
Lot 14, Centennial Pointe Plat 6
RE: Variance – Rear Yard Setback

Chair M.Ott opened the public hearing.

Tyler Christowski, Downing Construction, 509 E Scenic Valley Avenue, Indianola representing the homeowner at 2103 NW Reinhart Drive, Ankeny. He said there is an existing 12x12-foot deck on the backside of the home. He is requesting to place a roof over the existing deck, which would encroach into the 35-foot setback by 3-feet.

The Board had no questions or comments.

L.Hutzell reported the subject property at 2103 NW Reinhart Drive is owned by Jerry and Jeanne Zwald. The proposal is to construct a 12x12-foot roof to cover the existing deck. She said the zoning for the area is R-2, One-Family and Two-Family Residence District. L.Hutzell stated the applicant has requested a variance to allow the required 35-foot rear yard setback be reduced to 32-feet. She shared that a building permit to cover the existing 12x12-foot deck was submitted and was placed on hold since construction of the roof would extend into the 35-foot rear yard setback. She noted Code Section 192.05(3)E and presented a diagram showing the proposed roof over the existing deck. L.Hutzell said construction of the proposed roof will not infringe on the properties to the east or west. Notification was sent regarding this appeal to all property owners within 250' of the subject property and to date, staff has not received any communication expressing concern or disapproval, nor communication endorsing the variance. The Staff position is to grant a variance to Ankeny Municipal Code Section 192.05(3)E to allow a 32-foot rear yard setback for construction of a 12x12-foot portion of a covered deck at 2103 NW Reinhart Drive. Staff's position is based on a determination that the decreased rear yard

setback from the resulting covered deck would not impair adequate supply of air and light, would not decrease public danger of visibility, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

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

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

There were no comments or concerns

Board Action on Filing #22-01 property located at 2103 NW Reinhart Drive
Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.05(3)E to allow a 32-foot rear yard setback for construction of a 12x12-foot portion of a covered deck at 2103 NW Reinhart Drive, subject to the applicant acquiring all necessary building permits. The Board's position is based on a determination that the decreased rear yard setback from the resulting covered deck would not impair adequate supply of air and light, would not decrease public danger of visibility, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by B.Walker. All voted aye. 5 – 0.

NEW BUSINESS
Board Secretary B.Fuglsang reviewed the Boardview Novus Agenda program with Board members. The Boardview Novus Agenda will be utilized in future Board meetings.

REPORTS
J.Baxter asked staff about the status of the code rewrite. E.Jensen provided the Board with an overview of the progress that has been made to date.

E.Jensen shared with the Board the 2021 calendar year-end building permit numbers for Ankeny.

There being no further business, the meeting adjourned at 5:29 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment

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ANKENY CITY COUNCIL

City Council Agenda

February 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: COUNCIL GOAL: ??

Human Resources

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of January 10, 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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Civil Service Minutes

Meeting Minutes

Civil Service Commission

Monday, January 10, 2022
12:00 p.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER

ROLL CALL

The meeting was called to order by Ray Blase. Roll call taken. All present by phone.

1. **MOTION TO APPROVE THE MINUTES OF 12-13-21**
   Tracy moved to approve the minutes from December 13, 2021. Luetje seconded the motion. All voted aye and the motion carried.

2. **MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO POLICE OFFICER IN THE POLICE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.**
   Luetje moved to certify the list of applicants eligible for appointment to Police Officer in the Police department, subject to passing any further department requirements. Tracy seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Ash	Shaun
2	Paulsen	Matthew
3	Jacks	Daniel
4	Crocker	Kyle
4	Bradley	Jessica
6	Johnson	Carter
7	Romero	Alan
7	Dowell	Jordan
9	Hanian	Mariah
10	Mohlencamp	Justin
10	Eisentrager	Tanner
12	Sandy	Chase
13	Hardt	Erik
14	Scharnau	Dylan
15	Horn	Conner
15	Jacobson	Andrew
17	Burdess	Courtney
18	Hintze	Nathan
19	Hopper	John

3. **MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO EQUIPMENT OPERATOR IN THE PUBLIC WORKS DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.**

Blase moved to certify the list of applicants eligible for appointment to Equipment Operator in the Public Works department, subject to passing any further department requirements. Luetje seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Joyce	Jerry
2	Albright	James
3	Sappington	Erik
4	Dalbey	Robert
5	Robinson	James
6	King	Chris
7	BARTON	CHAD
8	Coverdale	Thomas
9	Schattschneider	Cory

4. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 12:05 p.m.
Next meeting: Monday, February 14, 2022, at 12:00 pm

Respectfully submitted,
Dawn Gean
Dawn Gean
Clerk of the Civil Service Commission

??

ANKENY CITY COUNCIL

City Council Agenda

February 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

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. Cazador Mexican Restaurant, Inc., d/b/a Cazador Mexican Restaurant, 103 NE Delaware Ave.- Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective March 3, 2022.

2. Hy-Vee, Inc., d/b/a Hy-Vee Market Cafe, 410 N Ankeny Blvd - Class C Liquor License (LC) includes Catering, Outdoor Service, Sunday Sales (Renewal) - Effective March 3, 2022.

3. Calbateg3, LLC, d/b/a Grumpy Goat Tavern, 810 E 1st St. - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective March 5, 2022.

4. Wonderdogs, Inc., d/b/a Fong's Pizza, 1450 SW Vintage Pkwy, Ste. 120 - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective March 15, 2022.

5. Thunderhead of Ankeny Inc., d/b/a Chicken Coop, 1325 SW Oralabor Rd #212 - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective February 28, 2022.

6. Magee's Irish Pub LLC, d/b/a/ Magee's Irish Pub & Eatery, 1610 SW Main St., Ste. 107 - Class C Liquor License (LC) 5 Day Liquor License (Outdoor Privilege) - Event March 17, 2022 through March 20, 2022.

7. Great Caters of Iowa, Inc., d/b/a/ Great Caters of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Liquor License (LC) 5 Day Liquor License - Event March 5, 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

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Finance

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to receive and file Financial Reports for January 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

Annette Graeve
Finance Officer
Finance Department

Monthly Finance Report – January 2022

To the Honorable Mayor and City Council:

The financial reports for the month of January are submitted herewith. In January, the City's financial activities are generally slower due to the slow-down in construction and recreation programming. The timing of these activities helps the City's departments work on planning, engineering, snow removal, and budgeting for the upcoming fiscal year. Because of this, changes in the City's financial position are not usually dramatic during the winter months. This change of pace allows more time to be spent on analyzing other aspects of the monthly financial reports. One of the reports that normally receives less attention is the City's Investment Schedule.

The Investment Schedule is provided to the City Council as one of the monthly financial reports. The Investment Schedule presents all of the City's investments by fund; however, this report does not include the City's general checking accounts. For each individual investment, the institution is shown from where it was purchased, the type of investment, and its effective interest rate. Also, shown for each investment is the purchase and maturity dates, the number of days of the investment, and the principal amounts of the investment including any purchased accrued interest and any premium or discount. Cumulative interest earnings on each investment are shown along with their current book balances. This information is provided so that the Council and the public can review the City's investments to ensure due diligence and prudent management by the Finance Department.

At the bottom of the report (page 2), investment totals are provided by institution and by investment type. The City's investments totaled $154,376,482 in January and were invested with six banking institutions and three brokerage firms. Of the City's investments, $28,500,000 is invested in certificates of deposit, $112,898,089 is invested in money markets and $12,978,393 is invested in commercial paper.

Current investment rates range from 0.01% to 0.35%, with money markets being the most stable source of interest income. Recent bids to place certificate of deposits with local banks are similar when compared to last year. The investment portfolio does include some commercial paper, where rates are slightly more attractive than other investment types, but are limited to maintain security and diversity in the portfolio as defined in the City's Investment Policy.

For fiscal year 2022, interest income accounts for 0.80% of the general fund's revenue budget, which is nearly five times less than the original fiscal year 2021 budget. Interest income projections for fiscal year 2022 are proposed to be revised from $300,000 down to $130,000. This significant decrease can be attributed to the most uncertain investment environment in modern history due to the continued COVID-19 breakout. There have been dramatic declines in interest rates for commercial paper, government agencies, treasuries, and other short-term investment vehicles. The City is challenged with finding safe, high-yielding instruments.

Interest income is an important revenue source for the City which helps offset utility rates and property taxes. The Investment Schedule provides the City Council with a detailed look at where the City's funds

are being invested and what types of returns the City is earning. The maintenance and care of the City's investment portfolio is essential to funding services, as well as ensuring that the City's payments for vendors, debt and payroll are met. The Investment Schedule provides this information to the City Council on a monthly basis.

Respectfully submitted,

Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
January 31, 2022

Cash Basis Fund Balances	$ 154,604,510.29
Investments	$ 154,376,481.70
Checking Account Balance (per bank)	501,140.60
Deposits in Transit	72,431.21
Outstanding Checks	(381,818.22)
Cash Drawer/Petty Cash *	2,275.00
Estimated Tax Payment	34,000.00
Total	$ 154,604,510.29

* 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
	$ 2,275.00

City of Ankeny
Cash Balance Summary
January 31, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance January 31, 2022
General:							
General	100	$ 27,081,132.04	$ 21,619,759.14	$ -	$ 20,582,312.40	$ 902,618.96	$ 27,215,959.82
Hotel/Motel Tax	233	376,025.19	2,000.00	902,618.96	687,310.00	-	593,334.15
Special Revenue:							
Fire Gift	220	24,732.92	1,631.98	-	-	-	26,364.90
Hawkeye Park Player Fees	240	38,264.81	4,285.00	-	-	-	42,549.81
Police Gift	250	5,826.05	1,650.00	-	-	-	7,476.05
Road Use Tax	260	8,620,560.30	5,293,828.43	-	3,707,876.93	-	10,206,511.80
Police Seizure	270	79,266.99	12,322.70	-	9,689.00	-	81,900.69
Tax Increment Financing	280	2,023,247.61	4,911,718.13	-	88,298.00	-	6,846,667.74
Police and Fire Retirement	290	1,915,725.71	1,263,915.29	-	1,462,915.98	-	1,716,725.02
Landfill Post-Closure	295	100,530.22	-	-	-	-	100,530.22
Friends of the Ankeny Library	430	82,918.92	31,087.35	-	30,429.61	-	83,576.66
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	660.00	-	3,640.00	-	7,184.85
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	7,754,315.97	-	2,341,728.56	-	7,081,544.26
Enterprise:							
Solid Waste	500	267,454.62	681,197.16	-	837,377.25	-	111,274.53
Utility Deposits	505	338,251.96	144,793.01	-	99,235.00	-	383,809.97
Water Operations	510	15,133,977.75	12,088,217.99	-	9,195,068.47	1,380,235.92	16,646,891.35
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,753,988.92	-	1,380,235.92	305,703.79	-	2,828,521.05
Sewer Operations	550	10,755,542.23	10,561,714.81	-	6,094,125.54	408,851.03	14,814,280.47
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	824,252.08	-	408,851.03	60,643.75	-	1,172,459.36
Storm Water	580	1,376,781.31	1,965,740.05	-	509,411.44	-	2,833,109.92
Golf Course	590	806,979.42	1,241,791.64	-	1,006,578.97	-	1,042,192.09
Capital Project:							
Utility Fund Capital Projects	6**	13,602,455.47	1,013,791.21	355,000.00	3,626,961.93	355,000.00	10,989,284.75
Special Assessments	8**	-	-	-	-	-	-
Capital Projects	8** & 9**	41,188,466.99	3,736,994.14	-	16,415,580.61	-	28,509,880.52
Total Budgeted		$ 137,726,143.55	$ 72,371,658.04	$ 3,046,705.91	$ 67,064,887.23	$ 3,046,705.91	$ 143,032,914.36
Internal Service:							
Revolving	710	582,886.84	672,570.54	-	601,873.42	-	653,583.96
Risk Management	720	1,158,401.15	1,229,633.93	-	855,026.71	-	1,533,008.37
Health Insurance	730	6,455,291.71	2,779,157.39	-	2,495,836.91	-	6,738,612.19
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		$ 10,807,943.46	$ 4,764,751.51	$ -	$ 4,001,099.04	$ -	$ 11,571,595.93
Total [1]		$ 148,534,087.01	$ 77,136,409.55	$ 3,046,705.91	$ 71,065,986.27	$ 3,046,705.91	$ 154,604,510.29

[1] Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
January 31, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance January 31, 2022
Utility Fund Capital Projects:							
Water Main Replacement	610	$ 1,235,531.45	$ -	$ -	$ 337,044.46	$ -	$ 898,486.99
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	-	988,623.52	-	(21,730.39)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(39,279.70)	-	-	36,275.02	-	(75,554.72)
Aquifer Storage Replacement #1	632	2,995,747.00	-	355,000.00	298,980.68	-	3,051,766.32
NW 36th & NW Weigel Water Main	634	(13,648.13)	7,888.13	-	-	-	(5,760.00)
Sanitary Sewer Replacement	650	2,037,199.63	-	-	275,999.06	-	1,761,200.57
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	-	-	59,570.94	-	256,429.06
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	168,191.27	-	-	25,204.20	-	142,987.07
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	-	355,230.71	-	504,615.10
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	-	-	16,736.34	-	33,263.66
Tradition Park Basin Flood Repair	687	(269,929.85)	-	-	-	-	(269,929.85)
High Trestle Trail Channel Stab. - Phase 1	688	115,840.30	-	-	36,275.01	-	79,565.29
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	-	-	34,805.80	-	235,086.50
Total Utility Fund Capital Projects		$ 13,602,455.47	$ 1,013,791.21	$ 355,000.00	$ 3,626,961.93	$ 355,000.00	$ 10,989,284.75

City of Ankeny
Capital Projects Cash Balance Summary
January 31, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance January 31, 2022
Capital Project Funds:							
NE 36th Reconstruction-I-35 to Four Mile	896	$ (17,924.10)	$ -	$ -	$ 346,036.30	$ -	(363,960.40)
High Trestle Trail Restroom & Amenities	898	222,500.00	-	-	137,500.00	-	85,000.00
BAN/Bond Activity	900	2,678,906.65	236,784.81	-	66,773.51	-	2,848,917.95
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	-	2,128,825.91	-	730,542.66
SE Hulsizer Road Realignment	908	(20,065.69)	-	-	191,159.65	-	(211,225.34)
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	-	-	12,319.25	-	2,151.61
Park Maintenance Facility Renovation	914	476,639.62	-	-	680,094.58	-	(203,454.96)
Pavement Preservation Program	915	369,384.09	-	-	345,582.63	-	23,801.46
Annual Street Replacement Program	916	1,706,879.55	-	-	772,358.11	-	934,521.44
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	-	-	1,845.00	-	2,784,145.28
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	-	-	69,911.84	-	(38,331.77)
Annual Sidewalks/Trails	936	273,915.71	-	-	212,158.39	-	61,757.32
Older Parks Renovation	937	399,584.29	-	-	212,604.10	-	186,980.19
High Trestle Trail Extension	938	150,849.55	320,000.00	-	823,782.29	-	(352,932.74)
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	-	-	269.00	-	273,307.94
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	-	-	2,748,457.98	-	2,238,863.98
SE Creekview Paving/Drainage	962	231,329.71	21,405.00	-	-	-	252,734.71
Street Patching Program	963	1,326,971.34	-	-	835,740.58	-	491,230.76
Traffic Signalization	965	1,605,472.97	-	-	906,841.20	-	698,631.77
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	1,287,884.78	-	2,650,217.99	-	(48,165.51)
Park Development	973	629,947.55	3,000.00	-	517,802.63	-	115,144.92
Park Land Acquisition	974	81,690.18	-	-	2.00	-	81,688.18
Prairie Trail Public Improvements	977	8,599,916.39	-	-	184,311.64	-	8,415,604.75
NE Delaware Reconstruction 5th-18th	979	250,000.00	-	-	137,913.36	-	112,086.64
S Ankeny & Magazine Safety	982	100,932.83	-	-	473,576.13	-	(372,643.30)
SE Crosswinds/SE 77th Improvements	983	(805,113.54)	-	-	16,199.88	-	(821,313.42)
Ankeny Library Playground	984	21,412.51	-	-	11,336.00	-	10,076.51
PRSC Parking Lot Improvements	987	123,280.00	-	-	26,022.00	-	97,258.00
Oralabor & State Street Overpass	988	35,000.00	-	-	53,298.10	-	(18,298.10)
High Trestle Trail Trailhead & Pkg Lot	989	322,050.00	-	-	238,887.72	-	83,162.28
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	-	-	234,235.41	-	58,229.73
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	$ 3,736,994.14	$ -	$ 16,415,580.61	$ -	$ 28,509,880.52

City of Ankeny
Revenue Summary by Fund
January 31, 2022

Fund	Budget Number	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of January 31, 2022	Variance	Percent [2]
General:							
General	100	$ 34,914,489.26	$ 38,335,982.81	$ 37,684,219.00	$ 21,619,759.14	$ (16,064,459.86)	57.37%
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	1,631.98	(15,368.02)	9.60%
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	-	1,650.00	1,650.00	
Road Use Tax	260	7,017,938.25	8,209,309.76	8,732,000.00	5,293,828.43	(3,438,171.57)	60.63%
Police Seizure	270	11,907.24	2,328.21	6,200.00	12,322.70	6,122.70	198.75%
Tax Increment Financing	280	8,692,250.00	8,780,810.18	9,110,301.00	4,911,718.13	(4,198,582.87)	53.91%
Police and Fire Retirement	290	2,215,675.83	2,252,963.40	2,389,713.00	1,263,915.29	(1,125,797.71)	52.89%
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	31,087.35	10,887.35	153.90%
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	660.00	(720.00)	47.83%
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	7,754,315.97	(6,854,563.03)	53.08%
Enterprise:							
Solid Waste	500	969,245.14	1,033,264.93	1,176,500.00	681,197.16	(495,302.84)	57.90%
Utility Deposits	505	175,112.77	190,560.45	215,000.00	144,793.01	(70,206.99)	67.35%
Water Operations	510	14,307,193.75	17,689,723.18	16,898,148.00	12,088,217.99	(4,809,930.01)	71.54%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	33,368.66	-	-	-	-	
Sewer Operations	550	16,941,428.82	18,881,394.17	15,778,006.00	10,561,714.81	(5,216,291.19)	66.94%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	2,464,813.86	3,225,761.70	3,247,060.00	1,965,740.05	(1,281,319.95)	60.54%
Golf Course	590	1,369,033.89	1,808,498.72	1,725,000.00	1,241,791.64	(483,208.36)	71.99%
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	3,736,994.14	(24,835,315.86)	13.08%
Total Budgeted Revenues		$ 132,385,070.05	$ 156,708,454.45	$ 140,395,782.00	$ 72,371,658.04	$ (68,024,123.96)	51.55%
Internal Service:							
Revolving	710	$ 1,077,219.44	$ 1,052,222.98	$ 1,194,027.00	$ 672,570.54	$ (521,456.46)	56.33%
Risk Management	720	1,465,471.59	1,850,530.80	1,054,000.00	1,229,633.93	175,633.93	116.66%
Health Insurance	730	4,728,663.68	4,695,875.26	4,851,000.00	2,779,157.39	(2,071,842.61)	57.29%
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	$ 4,764,751.51	$ (2,487,014.49)	65.70%
Total All Revenues [1]		$ 139,855,027.44	$ 164,487,637.87	$ 147,647,548.00	$ 77,136,409.55	$ (70,511,138.45)	52.24%

[1] Includes interfund transactions.
[2] January is 58.3% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
January 31, 2022

Fund	Budget Number	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of January 31, 2022	Variance	Percent [2]
General:							
General	100	$ 30,172,860.85	$ 31,625,929.69	$ 37,898,857.00	$ 20,582,312.40	$ (17,316,544.60)	54.31%
Hotel/Motel Tax	233	872,442.43	488,398.77	794,072.00	687,310.00	(106,762.00)	86.56%
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	3,707,876.93	(3,280,312.07)	53.06%
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	1,462,915.98	(1,111,459.02)	56.83%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	17,856.10	35,631.42	20,000.00	30,429.61	10,429.61	152.15%
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	837,377.25	(320,651.75)	72.31%
Utility Deposits	505	139,500.00	171,585.00	208,000.00	99,235.00	(108,765.00)	47.71%
Water Operations	510	9,245,136.87	10,867,811.78	15,395,535.00	9,195,068.47	(6,200,466.53)	59.73%
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	6,094,125.54	(3,137,736.46)	66.01%
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	509,411.44	(423,795.56)	54.59%
Golf Course	590	1,442,950.04	1,491,559.00	1,818,932.00	1,006,578.97	(812,353.03)	55.34%
Capital Project:							
Utility Fund Capital Projects	6**	8,861,957.87	4,070,502.57	11,023,750.00	3,626,961.93	(7,396,788.07)	32.90%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	30,672,135.90	27,987,534.84	26,733,319.00	16,415,580.61	(10,317,738.39)	61.40%
Total Budgeted Expenditures		$ 138,702,130.07	$ 147,800,876.47	$ 149,835,922.00	$ 67,064,887.23	$ (82,771,034.77)	44.76%
Internal Service:							
Revolving	710	$ 993,977.17	$ 1,004,042.19	$ 1,194,027.00	$ 601,873.42	$ (592,153.58)	50.41%
Risk Management	720	1,339,442.05	1,754,405.96	1,054,000.00	855,026.71	(198,973.29)	81.12%
Health Insurance	730	3,617,690.69	3,879,564.17	5,388,000.00	2,495,836.91	(2,892,163.09)	46.32%
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	$ 4,001,099.04	$ (3,687,427.96)	52.04%
Total All Expenditures [1]		$ 144,700,013.21	$ 154,486,763.79	$ 157,524,449.00	$ 71,065,986.27	$ (86,458,462.73)	45.11%

[1] Includes interfund transactions.
[2] January is 58.3% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
January 31, 2022

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of January 31, 2022	Over (under) Budget	Percent [1]
General Fund:						
Property Tax:						
General Property Tax	$ 21,182,764	$ 23,406,273	$ 24,918,522	$ 13,210,084	$ (11,708,438)	53.01%
Ag Land Tax	12,090	13,090	12,943	9,328	(3,615)	72.07%
Airport Authority Levy	520,868	580,365	617,815	327,523	(290,292)	53.01%
Subtotal	$ 21,715,722	$ 23,999,728	$ 25,549,280	$ 13,546,935	$ (12,002,345)	53.02%
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	11,252	(4,048)	73.54%
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	1,067,431	(253,569)	80.80%
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	$ 2,264,718	$ (645,407)	77.82%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	$ 64,258	$ 12,711	$ 58,000	$ 78,670	$ 20,670	135.64%
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	1,580	(2,420)	39.50%
Garbage Licenses	1,400	1,200	1,400	-	(1,400)	0.00%
Pet Licenses	19,783	44,039	25,000	20,939	(4,061)	83.75%
Fire Permits	3,170	8,885	7,000	2,213	(4,787)	31.61%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,150	14,525	14,000	8,180	(5,820)	58.43%
Building Permits	1,809,995	2,333,174	1,753,000	1,028,563	(724,437)	58.67%
Electrical Permits	178,164	192,981	141,000	102,655	(38,345)	72.81%
Heating Permits	115,850	128,679	94,000	68,732	(25,269)	73.12%
Plumbing Permits	132,677	149,211	127,000	75,801	(51,199)	59.69%
Driveway Permits	16,175	22,985	18,000	9,205	(8,795)	51.14%
Sidewalk Permits	16,700	23,685	19,000	8,705	(10,295)	45.82%
Moving/Demolition Permits	250	450	200	150	(50)	75.00%
Fence & Oversize Permits	53,321	115,325	99,000	38,156	(60,844)	38.54%
Subtotal	$ 2,441,603	$ 3,069,489	$ 2,372,600	$ 1,448,208	$ (924,392)	61.04%
Use of Money and Property:						
Interest	$ 1,869,636	$ 367,184	$ 300,000	$ 73,463	$ (226,537)	24.49%
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	36,041	(13,959)	72.08%
Park Shelter Rentals	9,824	18,985	17,000	12,288	(4,712)	72.28%
Sports Complex Rentals	61,523	96,612	72,000	75,065	3,065	104.26%
Aquatic Center Rentals	13,291	28,136	27,000	247	(26,753)	0.91%
Miscellaneous Rentals	4,877	3,628	13,000	6,714	(6,286)	51.64%
Subtotal	$ 2,061,680	$ 602,810	$ 529,934	$ 226,265	$ (303,669)	42.70%
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	39,899	6,899	120.90%
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	156,290	50,116	147.20%
Subtotal	$ 1,480,178	$ 3,175,259	$ 1,420,006	$ 949,967	$ (470,039)	66.90%
Service Charges:						
Police and Fire:						
Insurance Reports	$ 9,070	$ 8,325	$ 9,000	$ 5,318	$ (3,682)	59.09%
Fire/Ambulance Reports	270	205	200	60	(140)	30.00%
False Alarm Fees	3,800	4,455	4,000	950	(3,050)	23.75%
Ambulance Charges	2,150,712	2,331,846	2,140,704	1,610,503	(530,201)	75.23%
Fingerprinting	15,115	5,013	20,000	7,046	(12,954)	35.23%
Towing Surcharge	2,060	2,290	2,000	1,070	(930)	53.50%
Plan Review Fees	14,460	17,075	15,000	20,750	5,750	138.33%
Parks and Recreation:						
Admissions	320,376	248,738	412,000	361,990	(50,010)	87.86%
Season Passes	27,010	383,366	410,000	56,746	(353,254)	13.84%
Special Population	5,233	3,867	12,000	1,762	(10,238)	14.68%
Special Programs	152,511	62,776	158,000	75,518	(82,482)	47.80%
Rec Programs - Tax Exempt	231,089	298,889	315,000	244,337	(70,663)	77.57%

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of January 31, 2022	Over (under) Budget	Percent [1]
Swimming Lessons	26,021	98,960	97,000	5,855	(91,145)	6.04%
Dog Park Passes	35,611	39,026	35,000	15,485	(19,515)	44.24%
Housing and Subdivision:						
Housing Code	48,725	54,505	70,000	63,725	(6,275)	91.04%
Plan Review Fees	224,747	396,464	224,000	195,728	(28,272)	87.38%
Site Plan Review	11,920	12,030	11,000	10,560	(440)	96.00%
Zoning	5,200	7,990	4,000	3,335	(665)	83.38%
Subdivision Filing Fees	11,605	14,220	12,000	8,460	(3,540)	70.50%
Board of Adjustment Fees	1,940	4,920	1,000	1,500	500	150.00%
Architect Review Board Fees	6,625	4,910	4,000	3,820	(180)	95.50%
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	260	(240)	52.00%
Copy Charges	5,226	4,712	8,000	5,013	(2,987)	62.67%
Miscellaneous Service Charges	16,104	13,645	9,000	7,606	(1,394)	84.52%
Subtotal	$ 3,631,274	$ 4,285,775	$ 4,309,042	$ 2,871,500	$ (1,437,542)	66.64%
Other Revenues:						
Map Sales	$ 55	$ 25	$ -	$ 15	$ 15	
Sales/Salvages	3,170	6,470	600	1,741	1,141	290.09%
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	8,265	(9,735)	45.91%
Refunds/Rebates	25,413	3,851	-	11,489	11,489	
Prairie Ridge Maint Reimb	174,126	211,109	241,132	51,145	(189,988)	21.21%
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	30,944	(29,056)	51.57%
Library Fines	29,139	19,374	40,000	12,341	(27,659)	30.85%
Miscellaneous Library Revenues	3,460	7,808	8,000	3,792	(4,208)	47.40%
Miscellaneous Revenues	12,627	110,363	3,500	16,858	13,358	481.65%
Overages/Shortages	900	971	-	778	778	
Subtotal	$ 517,086	$ 574,481	$ 593,232	$ 312,167	$ (281,065)	52.62%
Fund Total	$ 34,914,489	$ 38,335,983	$ 37,684,219	$ 21,619,759	$ (16,064,460)	57.37%
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:						
Intergovenmental Revenue:						
Road Use Taxes	$ 7,017,938	$ 8,171,259	$ 8,704,000	$ 5,286,729	$ (3,417,271)	60.74%
Interest	-	34,286	28,000	-	(28,000)	0.00%
Grants	-	-	-	4,735	4,735	
Salvage Sales	-	3,765	-	2,364	2,364	
Fund Total	$ 7,017,938	$ 8,209,310	$ 8,732,000	$ 5,293,828	$ (3,438,172)	60.63%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	$ 8,060,008	$ 8,126,830	$ 8,251,135	$ 4,474,379	$ (3,776,756)	54.23%
TIF District Urban Renewal II	-	259,026	366,255	210,449	(155,806)	57.46%
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	$ 4,911,718	$ (4,198,583)	53.91%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	$ 2,083,465	$ 2,128,826	$ 2,265,320	$ 1,200,917	$ (1,064,403)	53.01%
Non-property Taxes:						
Mobile Home Tax	1,418	1,420	1,000	998	(2)	99.82%
Utility Replacement Tax	16,291	14,399	16,485	8,343	(8,142)	50.61%
Intergovenmental 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	$ 1,263,915	$ (1,125,798)	52.89%
Debt Service Fund:						
Property Tax:						
General Property Tax	$ 13,157,967	$ 13,540,664	$ 14,164,758	$ 7,527,988	$ (6,636,770)	53.15%
Non-property Taxes:						
Mobile Home Tax	8,278	8,385	9,000	5,811	(3,189)	64.57%
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 January 31, 2022	Over (under) Budget	Percent [1]
Intergovenmental 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	$ 7,754,316	$ (6,854,563)	53.08%
Solid Waste Fund:						
Recycling Fees	$ 947,603	$ 1,013,951	1,158,000	670,196	(487,804)	57.88%
Service Charges	17,633	18,479	18,000	11,001	(6,999)	61.12%
Interest	4,009	835	500	-	(500)	0.00%
Fund Total	$ 969,245	$ 1,033,265	$ 1,176,500	$ 681,197	$ (495,303)	57.90%
Water Fund:						
Refunds	$ 19,340	$ 7,452	11,000	8,435	$ (2,565)	76.68%
Sales Tax	801	501	-	(206)	(206)	
Excise Tax	697,494	854,186	894,000	610,912	(283,088)	68.33%
Cell Tower Lease	78,382	104,105	79,576	37,041	(42,535)	46.55%
Outside Billing	29,206	25,040	22,000	3,253	(18,747)	14.79%
Water Sales	9,479,446	12,019,100	11,769,054	8,839,204	(2,929,850)	75.11%
Hook Up Fees	312,617	708,238	200,000	208,194	8,194	104.10%
Meter Sales	463,347	568,996	600,000	293,410	(306,590)	48.90%
Temporary Water Sales	108,100	118,620	87,000	48,920	(38,080)	56.23%
Water Availability	2,977,547	3,131,602	3,128,518	1,932,755	(1,195,763)	61.78%
Service Charges	94,128	118,893	97,000	77,629	(19,371)	80.03%
Unapplied Credits	(5,364)	9,362	-	27,166	27,166	
Deposits	175,113	190,560	215,000	144,793	(70,207)	67.35%
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	$ 12,233,011	$ (4,880,137)	71.48%
Sewer Fund:						
Sales Tax	$ 237,836	$ 267,234	$ 240,000	$ 139,329	$ (100,671)	58.05%
Refunds	-	1,704	-	-	-	
Miscellaneous	5,933	-	-	-	-	
Miscellaneous Service Charge	67,688	71,340	70,000	38,049	(31,951)	54.36%
Sewer Disposal Fee	-	1,435	-	-	-	
Sewer Rental	9,466,913	10,842,210	9,076,946	5,917,061	(3,159,885)	65.19%
Hook Up Fees	877,613	1,163,433	400,000	742,492	342,492	185.62%
Sewer Availability	6,231,200	6,527,031	5,975,060	3,712,729	(2,262,331)	62.14%
Interest	54,245	7,008	16,000	12,056	(3,944)	75.35%
Fund Total	$ 16,941,429	$ 18,881,394	$ 15,778,006	$ 10,561,715	$ (5,216,291)	66.94%
Storm Water Fund						
Permits	$ 10,122	$ 131,131	$ 87,000	$ 55,070	$ (31,930)	63.30%
Interest	25,013	7,493	6,000	-	(6,000)	0.00%
Sales Tax	41,906	56,134	59,000	35,503	(23,497)	60.17%
Service Charges	2,387,744	3,031,004	3,095,060	1,874,539	(1,220,521)	60.57%
Miscellaneous	29	-	-	628	628	
Fund Total	$ 2,464,814	$ 3,225,762	$ 3,247,060	$ 1,965,740	$ (1,281,320)	60.54%
Golf Course Fund:						
Refunds	$ 975	$ 1,748	$ 1,000	$ 1,980	$ 980	198.00%
Rebates	-	128	-	-	-	
Commissions	1,213	-	2,000	7,979	5,979	398.95%
Miscellaneous Service Charges	23,032	9,419	29,000	14,721	(14,279)	50.76%
Gift Certificates	2,593	5,161	-	3,757	3,757	
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)	-	(331)	(331)	
Food and Beverage Sales	154,464	134,467	225,000	145,649	(79,351)	64.73%
Clubhouse and Banquet Rental	41,811	25,162	38,000	17,945	(20,055)	47.22%
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	401,488	(110,512)	78.42%
Merchandise Sales	74,720	103,715	106,000	61,872	(44,128)	58.37%
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	$ 1,241,792	$ (483,208)	71.99%
Total - Major Operating Funds	$ 110,652,836	$ 131,367,670	$ 111,567,826	$ 67,528,992	$ (44,038,834)	60.53%

[1] January is 58.3% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
January 31, 2022

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	$ 7,000	$ 70,954	$ 63,954	1014%	$ 911,040	$ 973,921	$ 62,881	107%
Police Operations	1112	309,707	205,643	(104,064)	66%	7,742,612	3,358,768	(4,383,844)	43%
Police Support Services	1114	48,000	21,614	(26,386)	45%	2,228,406	1,311,515	(916,891)	59%
Crossing Guards	1119	-	329	329		87,586	69,329	(18,257)	79%
Emergency Preparedness	1140	-	-	-	N/A	92,961	54,918	(38,043)	59%
Fire Support	1141	389,200	210,291	(178,909)	54%	1,120,554	618,777	(501,777)	55%
Fire Suppression	1142	1,000	8,632	7,632	863%	3,102,992	1,878,937	(1,224,055)	61%
Emergency Medical Services	1144	2,141,704	1,628,711	(512,993)	76%	5,192,452	2,611,708	(2,580,744)	50%
Code Enforcement	1460	2,458,200	1,563,329	(894,871)	64%	1,906,063	1,059,464	(846,599)	56%
Animal Control	2224	500	260	(240)	52%	13,000	10,500	(2,500)	81%
Subtotal		$ 5,355,311	$ 3,709,764	$ (1,645,547)	69%	$ 22,397,666	$ 11,947,836	$ (10,449,830)	53%
Health & Social Services:									
Mosquito Control	2223	$ -	$ -	$ -		$ -	$ -	$ -	
Special Populations	2448	12,000	1,762	(10,238)	15%	19,000	730	(18,270)	4%
				-				-	
Subtotal		$ 12,000	$ 1,762	$ (10,238)	15%	$ 19,000	$ 730	$ (18,270)	4%
Culture & Recreation:									
Library	2331	$ 229,616	$ 181,828	$ (47,788)	79%	$ 2,495,852	$ 1,412,535	$ (1,083,317)	57%
Park Administration	2440	57,000	37,886	(19,114)	66%	328,156	206,717	(121,439)	63%
Park Maintenance	2441	-	171	171	N/A	1,690,743	823,382	(867,361)	49%
Recreation Programs	2442	475,000	316,558	(158,442)	67%	913,738	550,647	(363,091)	60%
Community Center	2443	50,000	69,505	19,505	139%	129,050	36,970	(92,080)	29%
Aquatic Centers	2444	1,108,000	546,984	(561,016)	49%	1,287,567	774,059	(513,508)	60%
Prairie Ridge Sports Complex	2445	336,761	121,032	(215,729)	36%	997,488	505,931	(491,557)	51%
Hawkeye Concessions	2446	63,000	30,829	(32,171)	49%	59,449	22,166	(37,283)	37%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		$ 2,319,377	$ 1,304,794	$ (1,014,583)	56%	$ 7,902,643	$ 4,332,408	$ (3,570,235)	55%
Public Works:									
Public Transportation	3540	$ -	$ -	$ -		$ -	$ -	$ -	
Airport Authority	3548	637,714	338,132	(299,582)	53%	637,414	318,707	(318,707)	50%
Subtotal		$ 637,714	$ 338,132	$ (299,582)	53%	$ 637,414	$ 318,707	$ (318,707)	50%
Community & Economic Development:									
Development Engineering	3545	$ 98,000	$ 30,306	$ (67,694)	31%	$ 878,523	$ 533,661	$ (344,862)	61%
Housing Authority	3648	-	-	-	N/A	13,208	8,208	(5,000)	62%
Economic Development	4886	-	-	-	N/A	351,107	193,929	(157,178)	55%
Planning & Building	4887	34,000	30,210	(3,790)	89%	1,095,316	613,251	(482,065)	56%
Subtotal		$ 132,000	$ 60,516	$ (71,484)	46%	$ 2,338,154	$ 1,349,049	$ (989,105)	58%
General Government:									
Communications	2335	$ -	$ 2,400	$ 2,400	N/A	$ 424,502	$ 231,451	$ (193,051)	55%
Mayor and City Council	4881	-	-	-	N/A	224,741	124,712	(100,029)	55%
Human Resources	4882	-	-	-	N/A	466,648	244,542	(222,106)	52%
City Manager	4883	-	-	-	N/A	1,022,837	666,721	(356,116)	65%
City Clerk	4884	100,400	107,090	6,690	107%	495,162	254,626	(240,536)	51%
Finance	4885	28,792,279	15,930,221	(12,862,058)	55%	545,865	302,489	(243,376)	55%
Information Technology	4889	335,138	165,081	(170,057)	49%	1,340,555	756,967	(583,588)	56%
City Hall Building	4891	-	-	-	N/A	83,670	52,074	(31,596)	62%
Subtotal		$ 29,227,817	$ 16,204,792	$ (13,023,025)	55%	$ 4,603,980	$ 2,633,582	$ (1,970,398)	57%
Total General Fund		$ 37,684,219	$ 21,619,759	$ (16,064,460)	57%	$ 37,898,857	$ 20,582,312	$ (17,316,545)	54%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	$ 3,000	$ 2,000	$ (1,000)	67%	$ 794,072	$ 687,310	$ (106,762)	87%

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	$ -	$ -	$ -	N/A	$ 682,000	$ 390,341	$ (291,659)	57%
Roadway Administration	3261	8,732,000	5,293,828	(3,438,172)	61%	1,844,154	1,088,372	(755,782)	59%
Roadway Maintenance	3262	-	-	-	N/A	2,418,791	1,317,143	(1,101,648)	54%
Snow and Ice Control	3263	-	-	-	N/A	836,126	324,841	(511,285)	39%
Traffic Safety	3265	-	-	-	N/A	1,207,118	587,180	(619,938)	49%
Total Road Use Tax Fund		$ 8,732,000	$ 5,293,828	$ (3,438,172)	61%	$ 6,988,189	$ 3,707,877	$ (3,280,312)	53%
Tax Increment Financing									
Community and Economic Development	4280	$ 9,110,301	$ 4,911,718	$ (4,198,583)	54%	$ 1,997,804	$ 88,298	$ (1,909,506)	4%
Police and Fire Retirement									
Public Safety:	4290	$ 2,389,713	$ 1,263,915	$ (1,125,798)	53%	$ 2,574,375	$ 1,462,916	$ (1,111,459)	57%
Debt Service									
Debt Service:	4300	$ 14,608,879	$ 7,754,316	$ (6,854,563)	53%	$ 23,630,465	$ 2,341,729	$ (21,288,736)	10%
Solid Waste									
Enterprise:	3500	$ 1,176,500	$ 681,197	$ (495,303)	58%	$ 1,158,029	$ 837,377	$ (320,652)	72%
Water									
Enterprise:									
Utility Deposits	3505	$ 215,000	$ 144,793	$ (70,207)	67%	$ 208,000	$ 99,235	$ (108,765)	48%
Water Administration	3510	16,898,148	12,088,218	(4,809,930)	72%	13,119,565	7,969,800	(5,149,765)	61%
Water Maintenance	3512	-	-	-	N/A	2,275,970	1,225,269	(1,050,701)	54%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	5,314,238	305,704	(5,008,534)	6%
Total Water Fund		$ 17,113,148	$ 12,233,011	$ (4,880,137)	71%	$ 20,917,773	$ 9,600,007	$ (11,317,766)	46%
Sewer									
Enterprise:									
Wastewater Administration	3550	$ 15,778,006	$ 10,561,715	$ (5,216,291)	67%	$ 7,942,079	$ 5,200,589	$ (2,741,490)	65%
Wastewater Operations	3552	-	-	-	N/A	1,289,783	893,536	(396,247)	69%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Sewer Sinking	3570	-	-	-	N/A	4,076,288	60,644	(4,015,644)	1%
Total Sewer Fund		$ 15,778,006	$ 10,561,715	$ (5,216,291)	67%	$ 13,308,150	$ 6,154,769	$ (7,153,381)	46%
Storm Water									
Enterprise:									
Storm Water Administration	3580	$ 3,247,060	$ 1,965,740	$ (1,281,320)	61%	$ 735,388	$ 404,196	$ (331,192)	55%
Street Cleaning	3584	-	-	-	N/A	197,819	105,215	(92,604)	53%
Total Storm Water Fund		$ 3,247,060	$ 1,965,740	$ (1,281,320)	61%	$ 933,207	$ 509,411	$ (423,796)	55%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	$ 1,000	$ 1,980	$ 980	198%	$ 615,474	$ 322,138	$ (293,336)	52%
Golf Course Pro Shop	2592	1,182,000	844,569	(337,431)	71%	612,958	327,861	(285,097)	53%
Golf Course Banquet Services	2595	542,000	395,242	(146,758)	73%	590,500	356,580	(233,920)	60%
Total Golf Course Fund		$ 1,725,000	$ 1,241,792	$ (483,208)	72%	$ 1,818,932	$ 1,006,579	$ (812,353)	55%
Total		$ 111,567,826	$ 67,528,992	$ (44,038,834)	61%	$ 112,019,853	$ 46,978,586	$ (65,041,267)	42%

City of Ankeny
Investment Schedule
January 2022

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance January 31, 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	-	-	-	-	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
	Great Western Bank	MM	Money market	0.100%	N/A	N/A	MM	27,092,950.71	-	-	16,025.09	-	27,092,950.71
Subtotal								$ 42,092,950.71	$ -	$ -	$ 203,038.81	$ 6,000,000.00	$ 36,092,950.71
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	-	-	-	-	4,992,901.39
3000595287	Lincoln Savings Bank	CD	CD	0.250%	2/5/2021	2/5/2022	365	3,000,000.00	-	-	-	-	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
	Lincoln Savings Bank	MM	Money market	0.100%	N/A	N/A	MM	14,761,322.65	-	-	8,689.93	-	14,761,322.65
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	76,838,385.20	-	-	36,975.55	15,814,314.42	61,024,070.78
	Farmers State Bank	MM	Money market	0.350%	N/A	N/A	MM	10,019,729.53	-	-	20,633.74	-	10,019,729.53
Subtotal								$ 133,590,984.30	$ -	$ -	$ 73,165.78	$ 20,807,453.31	$ 112,783,530.99
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								$ 182,183,935.01	$ -	$ -	$ 288,260.37	$ 27,807,453.31	$ 154,376,481.70
	Totals by Institution												
	Bank of the West							$ -	$ -	$ -	$ -	$ -	$ -
	Bankers Trust							-	-	-	-	-	-
	BNP Paribas							-	-	-	-	-	-
	Community State							7,500,000.00	-	-	-	-	7,500,000.00
	Farmers State Bank							15,019,729.53	-	-	20,633.74	-	15,019,729.53

City of Ankeny
Investment Schedule
January 2022

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance January 31, 2022
	First National Bank							-	-	-	-	-	-
	Great Southern Bank							-	-	-	-	-	-
	Great Western Bank							103,931,335.91	-	-	53,000.64	15,814,314.42	88,117,021.49
	IPAIT							15,000,015.52	-	-	199,074.95	7,000,000.00	8,000,015.52
	Lincoln Savings Bank							17,761,322.65	-	-	8,689.93	-	17,761,322.65
	Northwest Bank							3,000,000.00	-	-	-	-	3,000,000.00
	RBC Wealth Management							12,978,630.01	-	-	6,861.11	4,993,138.89	7,985,491.12
	Robert W. Baird & Co.							4,992,901.39	-	-	-	-	4,992,901.39
	Two Rivers Bank							-	-	-	-	-	-
	South Story Bank & Trust							2,000,000.00	-	-	-	-	2,000,000.00
	US Bank							-	-	-	-	-	-
	Wells Fargo							-	-	-	-	-	-
	Total							$ 182,183,935.01	$ -	$ -	$ 288,260.37	$ 27,807,453.31	$ 154,376,481.70
	Totals by Type												
	Mutual fund							$ -	$ -	$ -	$ -	$ -	$ -
	CD							35,500,000.00	-	-	199,069.50	7,000,000.00	28,500,000.00
	Money market							128,712,403.61	-	-	82,329.76	15,814,314.42	112,898,089.19
	Federal security							-	-	-	-	-	-
	Commercial paper							17,971,531.40	-	-	6,861.11	4,993,138.89	12,978,392.51
								$ 182,183,935.01	$ -	$ -	$ 288,260.37	$ 27,807,453.31	$ 154,376,481.70

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Building Permit Report for January 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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January 2022 Building Permit Report

City of Ankeny

Building Permit Report

Month of January 2022

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	January-22		January-21		1/1/2022-1/31/2022		1/1/2021-1/31/2021		7/1/2021-1/31/2022	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	39	$10,945,646	45	$12,183,729	39	$10,945,646	45	$12,183,729	299	$89,920,893
New Single Family Attached/Duplex	12	$2,980,589	20	$4,426,892	12	$2,980,589	20	$4,426,892	138	$33,504,263
New Multi - Family*	1	$750,000	0	$0	1	$750,000	0	$0	45	$16,929,010
Total New Residential Permits	**52**	**$14,676,235**	**65**	**$16,610,621**	**52**	**$14,676,235**	**65**	**$16,610,621**	**482**	**$140,354,166**
Additions/Alterations/Other (1)	48	$897,843	41	$653,716	48	$897,843	41	$653,716	433	$5,198,532
Total New Dwelling Units	***51***		***65***		***51***		***65***		***527***	
NON-RESIDENTIAL										
New Commercial	0	$0	0	$0	0	$0	0	$0	15	$41,039,813
COM Additions/Alterations/Other	5	$1,845,109	11	$2,321,258	5	$1,845,109	11	$2,321,258	72	$35,135,178
New Church	0	$0	0	$0	0	$0	0	$0	0	$0
CHR Additions/Alterations/Other	0	$0	2	$6,000	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	**5**	**$1,845,109**	**13**	**$2,327,258**	**5**	**$1,845,109**	**13**	**$2,327,258**	**89**	**$76,229,991**
MISC PERMITS (2)	24	$105,831	29	$68,080	24	$105,831	29	$68,080	607	$709,385
TOTALS	**129**	**$17,525,018**	**148**	**$19,659,675**	**129**	**$17,525,018**	**148**	**$19,659,675**	**1611**	**$222,492,074**

(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 duplexs; RMF includes apartments & stacked condo units

* includes footing & foundation permits

The City Of Ankeny
Building Permit Report (Monthly)
Issued from January 2022

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	1/6/2022	$267,578	21-8393-NEW	920 NE Meadow Landing Dr	Elevated Builders LLC	Elevated Builders LLC
Single Family Detached	New Building	1/10/2022	$309,629	22-0119-NEW	4424 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/10/2022	$254,400	22-0120-NEW	4420 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/10/2022	$308,889	22-0122-NEW	4416 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/10/2022	$251,840	22-0118-NEW	4428 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/10/2022	$251,840	22-0123-NEW	4408 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/10/2022	$251,840	22-0125-NEW	4417 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/11/2022	$274,696	22-0126-NEW	4413 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/11/2022	$353,687	22-0127-NEW	4412 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/11/2022	$309,629	22-0129-NEW	4404 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/11/2022	$276,616	22-0130-NEW	4326 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/11/2022	$353,687	22-0131-NEW	4409 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/11/2022	$314,804	21-8485-NEW	2710 NW Boulder Ridge Rd	Gardner Homes Inc	Gardner Homes Inc
Single Family Detached	New Building	1/11/2022	$251,608	22-0132-NEW	4405 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/12/2022	$264,205	21-8399-NEW	3415 NE 11th St	Elevated Builders LLC	Elevated Builders LLC
Single Family Detached	New Building	1/12/2022	$262,630	21-8521-NEW	2612 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	1/12/2022	$250,151	21-8522-NEW	2608 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	1/12/2022	$246,488	21-8523-NEW	2604 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	1/12/2022	$261,357	21-8524-NEW	2406 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	1/12/2022	$250,151	21-8525-NEW	2402 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	1/13/2022	$238,119	21-8332-NEW	1401 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	1/13/2022	$203,571	21-8333-NEW	1405 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	1/13/2022	$221,100	21-8334-NEW	1503 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	1/13/2022	$211,986	21-8335-NEW	1507 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	1/13/2022	$320,911	22-0183-NEW	2216 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/13/2022	$221,921	21-8339-NEW	1511 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	1/13/2022	$473,726	21-8483-NEW	6110 NE Briarwood Dr	Unique Homes	Unique Homes
Single Family Detached	New Building	1/18/2022	$268,821	22-0187-NEW	3909 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	1/18/2022	$277,026	22-0188-NEW	3801 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	1/18/2022	$241,068	22-0189-NEW	4129 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	1/18/2022	$483,566	22-0216-NEW	1015 NE 59th Ct	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	1/19/2022	$279,261	22-0218-NEW	2305 NW 29th St	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	1/21/2022	$370,923	21-8510-NEW	5019 NE Seneca Dr	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	1/21/2022	$304,262	21-8486-NEW	2106 NW Linwood Ct	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	1/24/2022	$264,313	22-0316-NEW	4412 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/25/2022	$286,261	22-0171-NEW	1207 NW 27th St	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	1/25/2022	$265,619	22-0318-NEW	4409 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/27/2022	$256,374	21-7857-NEW	511 NE Vista Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	1/31/2022	$191,093	22-0333-NEW	5602 NE Northgate Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	1/11/2022	$237,605	21-8383-NEW	2801 NW 33rd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	1/11/2022	$237,565	21-8472-NEW	2805 NW 33rd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	1/11/2022	$237,276	21-8473-NEW	2809 NW 33rd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC

Single Family Attached	New Building	1/11/2022	$237,668	21-8474-NEW	2813 NW 33rd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	1/11/2022	$237,071	21-8475-NEW	2817 NW 33rd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	1/11/2022	$237,162	21-8476-NEW	2821 NW 33rd Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	1/11/2022	$272,952	21-5251-NEW	1102 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	1/11/2022	$270,850	21-5297-NEW	1202 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	1/11/2022	$272,952	21-5298-NEW	1206 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	1/11/2022	$270,850	21-5299-NEW	1210 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	1/24/2022	$234,354	21-8426-NEW	4304 NW Arlan Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	1/24/2022	$234,284	21-8427-NEW	4308 NW Arlan Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Multi-Family (Collier)	Ftg/Found/Garage	1/10/2022	$750,000	21-7794-NEW	1645 SW Magazine Rd	JCorp Inc	JCorp Inc
Single Family Detached	Solar	1/4/2022	$15,000	21-8482-SOL	2226 NW Ashland Pkwy	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	1/5/2022	$29,690	21-7853-ALT	509 SW Maple St	Groundworks Foundation Rec Sys	Groundworks Foundation Rec Sys
Single Family Detached	Building Alteration	1/5/2022	$19,070	21-7928-ALT	1202 SW Elm St	Jordan Ruby	Jordan Ruby
Single Family Detached	Solar	1/5/2022	$34,562	21-8430-SOL	815 NW 37th Ct	SunPro Solar	Sunpro Solar
Single Family Detached	Solar	1/5/2022	$25,135	22-0006-SOL	505 SE Aster Ct	SunPro Solar	Marc Jones Construction
Single Family Detached	Building Alteration	1/5/2022	$19,418	22-0040-ALT	3116 SE 23rd St	Adam Stevens	Adam Stevens
Single Family Detached	Solar	1/5/2022	$49,801	22-0098-SOL	4106 NW Northwood Dr	SunPro Solar	Marc Jones Construction
Single Family Detached	Pergola	1/5/2022	$10,304	22-0102-PERG	604 NW Cherry Glen Dr	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Building Alteration	1/6/2022	$8,932	21-8206-ALT	3644 NE Winding Trail Dr	Vishal Patel	Vishal Patel
Single Family Detached	Building Alteration	1/6/2022	$17,400	22-0025-ALT	1821 SE Justice St	Vishal Patel	Vishal Patel
Single Family Detached	Building Alteration	1/6/2022	$13,920	22-0109-ALT	3202 NW 25th St	Jamie Hughes-Lika	Larry Hughes
Single Family Detached	Building Alteration	1/6/2022	$6,403	22-0115-ALT	1910 NW 9th St	Darling Property Investments LLC	Basement RX
Single Family Detached	Solar	1/10/2022	$23,000	21-8267-SOL	1007 NW Mils Ct	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	1/10/2022	$171,892	22-0160-ALT	303 NE 28th St	Firstcall Construction	Firstcall Construction
Single Family Detached	Building Alteration	1/11/2022	$928	21-7960-ALT	1204 NW 25th St	Vishal Patel	Vishal Patel
Single Family Detached	Building Alteration	1/11/2022	$25,520	22-0148-ALT	705 NW Ridgeline Ct	Heilman Construction LLC	Heilman Construction LLC
Single Family Detached	Building Alteration	1/11/2022	$22,040	22-0168-ALT	202 SW 50th St	Ultimate Construction Services	Ultimate Construction Services
Single Family Detached	Building Alteration	1/13/2022	$31,784	22-0146-ALT	4903 NE Jan Rose Pkwy	Oakwood Builders Group	Oakwood Builders Group
Single Family Detached	Building Alteration	1/13/2022	$8,000	22-0190-ALT	5713 NE Sherman Ct	Wireone	Wireone
Single Family Detached	Solar	1/14/2022	$15,444	22-0214-SOL	2608 NW Abilene Rd	SunPro Solar	Marc Jones Construction
Single Family Detached	Solar	1/14/2022	$21,119	22-0225-SOL	3212 NW 14th St	SunPro Solar	Marc Jones Construction
Single Family Detached	Building Alteration	1/14/2022	$11,600	22-0238-ALT	3506 NW 17th St	Tesir Alhussaini	Tesir Alhussaini
Single Family Detached	Solar	1/17/2022	$11,206	22-0241-SOL	3913 NW 6th St	One Source Solar	1 Source Solar
Single Family Detached	Solar	1/17/2022	$13,162	22-0242-SOL	5223 NE Seneca Dr	One Source Solar	1 Source Solar
Single Family Detached	Solar	1/17/2022	$8,225	22-0244-SOL	1308 NE 53rd Ct	One Source Solar	1 Source Solar
Single Family Detached	Building Alteration	1/18/2022	$43,662	21-7255-ALT	3620 NW 13th St	Dalluge Robert	Dalluge Robert
Single Family Detached	Building Alteration	1/18/2022	$16,000	21-8356-ALT	3605 SW Court Ave	Ferris Construction LLC	Ferris Construction LLC
Single Family Detached	Porch	1/19/2022	$2,880	21-7959-PRCH	2103 NW Reinhart Dr	Downing Construction Inc	Downing Construction Inc
Single Family Detached	Solar	1/19/2022	$19,628	22-0223-SOL	1601 NW Abbie Dr	SunPro Solar	Marc Jones Construction
Single Family Detached	Pergola	1/20/2022	$39,000	22-0258-PERG	3002 NE Briarwood Dr	Paramount Pergolas	Paramount Pergolas
Single Family Attached	Building Alteration	1/21/2022	$6,496	22-0314-ALT	4628 NE Milligan Ln	Lucas S Hall	Lucas S Hall
Single Family Detached	Building Alteration	1/24/2022	$2,000	21-8170-ALT	3304 SE Plum Ct	Modern Touches	Modern Touches
Single Family Detached	Building Alteration	1/24/2022	$10,811	22-0286-ALT	3213 NW 29th St	Blair Price	Blair Price

Single Family Detached	Building Alteration	1/24/2022	$27,840	22-0293-ALT	917 NE Forest Ridge Dr	Adis Smajlovic	Adis Smajlovic
Single Family Detached	Building Alteration	1/24/2022	$4,000	22-0332-ALT	825 SE Cortina Dr	BAM Basements	BAM Basements
Single Family Attached	Building Alteration	1/24/2022	$5,568	22-0367-ALT	202 SW Heritage Ln	Thomas Davis	Thomas Davis
Single Family Detached	Building Alteration	1/26/2022	$10,000	21-8488-ALT	2215 SW Abilene Rd	Hickory Construction Inc	Hickory Construction Inc
Single Family Detached	Solar	1/26/2022	$43,229	22-0370-SOL	3116 SW Sunnybrooke Ct	Dexton Lybbert	Skyline Solar
Single Family Attached	Building Alteration	1/27/2022	$9,744	22-0379-ALT	531 SW Heritage Ln	Hubbell Homes LC	Hubbell Homes LC
Single Family Detached	Building Alteration	1/27/2022	$12,296	22-0418-ALT	2110 NW Pleasant St	Nick Wuertz	Nick Wuertz
Single Family Detached	Building Alteration	1/31/2022	$20,462	22-0377-ALT	416 NE 55th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	Gazebo	1/31/2022	$2,400	22-0389-GAZ	5103 NW 12th St	Todd Morris	Todd Morris
Single Family Detached	Shed	1/21/2022	$1,600	22-0315-SHD	4322 NW Sharmin Dr	Donny Roberts	Tuff Shed
Single Family Detached	Swimming Pool	1/18/2022		22-0143-POOL	1014 SW Springfield Dr	Robert Ashby	Robert Ashby
Single Family Detached	Swimming Pool	1/31/2022		22-0442-POOL	4956 NE Bellagio Dr	Central Iowa Pool & Spa	Central Iowa Pool & Spa
Single Family Detached	Spa/Hot Tub	1/27/2022		22-0406-SPA	3304 SW Timber Green Rd	Scott Sumner	Central Iowa Pool & Spa
Single Family Detached	Deck	1/6/2022	$2,400	21-8508-DECK	4123 NW Linwood Dr	Rodgers Building & Remodel	Rodgers Building & Remodel
Single Family Detached	Deck	1/25/2022	$4,272	22-0174-DECK	4313 NW 5th St	Vishal Patel	Vishal Patel
Retail	Building Addition	1/10/2022	$500,000	21-7797-ADD	2510 SW State St	Seneca Companies	Seneca Companies
Office	Building Alteration	1/10/2022	$1,285,861	21-8480-ALT	800 E 1st St Ste 2500	DCI Group	DCI Group
Other	Building Alteration	1/13/2022	$3,248	22-0205-ALT	1520 SW Ordnance Rd	Vishal Patel	Vishal Patel
Office	Building Alteration	1/20/2022	$25,000	22-0162-ALT	1810 SW Plaza Shops Ln Ste F	Keystone Construction Svcs	Keystone Construction Svcs
Office	Building Alteration	1/31/2022	$31,000	22-0135-ALT	2825 S Ankeny Blvd Ste 109	DRA Properties	DRA Properties LLC
Office	Fence/Wall	1/10/2022		22-0111-FNCE	411 SW Ordnance Rd	City Of Ankeny	Central Iowa Fencing
Single Family Detached	Fence/Wall	1/13/2022		21-7777-FNCE	1912 SE Oliver Dr	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	1/24/2022		21-8344-FNCE	2815 SW Chestnut Dr	Bos Fencing	Bos Fencing
Other	Sign	1/5/2022	$5,697	21-7644-SIGNP	455 SW Ankeny Rd	Image 360	Image 360
Retail	Sign	1/5/2022	$2,496	21-7994-SIGNP	1610 SW Main St Ste 208	Signarama Urbandale	Signarama Urbandale
Office	Sign	1/10/2022	$4,210	22-0140-SIGNP	309 N Ankeny Blvd Ste 101	Archetype Signmakers	Archetype Signmakers
Retail	Sign	1/11/2022	$2,653	21-8002-SIGNP	2410 SW White Birch Dr Ste 105	Signarama - Ankeny	Signarama - Ankeny
Retail	Sign	1/11/2022	$3,000	21-8284-SIGNP	1935 SE Delaware Ave	Chesnut Signs	Chesnut Signs
Retail	Sign	1/11/2022	$4,000	21-8285-SIGNP	127 N Ankeny Blvd	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	1/18/2022	$4,250	22-0239-SIGNP	1604 NW State St Unit 103	Signs & Designs	Signs & Designs
Office	Sign	1/18/2022	$4,250	22-0240-SIGNP	1604 NW State St Unit 103	Signs & Designs	Signs & Designs
Office	Sign	1/20/2022	$1,650	22-0110-SIGNP	2325 SW State St Ste D	ASI Signage	ASI Signage
Office	Sign	1/21/2022	$6,010	22-0182-SIGNP	1345 SW Park Square Dr Ste 200	Tri-City Sign Company	Tri-City Sign Company
Office	Sign	1/21/2022	$6,010	22-0184-SIGNP	1345 SW Park Square Dr Ste 200	Tri-City Sign Company	Tri-City Sign Company
Office	Sign	1/21/2022	$6,865	22-0185-SIGNP	1345 SW Park Square Dr Ste 200	Tri-City Sign Company	Tri-City Sign Company
Office	Sign	1/24/2022	$12,500	21-7699-SIGNP	1010 SE 54th St	JT Logistics	Fastsigns
Retail	Sign	1/24/2022	$17,000	22-0112-SIGNP	915 SE Corporate Woods Dr	Chesnut Signs	Chesnut Signs
Retail	Sign	1/24/2022	$17,000	22-0113-SIGNP	915 SE Corporate Woods Dr	Chesnut Signs	Chesnut Signs
Retail	Sign	1/26/2022	$3,000	21-8519-SIGNP	833 E 1st St Ste 102	Oskam Signs	Oskam Signs
Multi-Family	Sign	1/26/2022	$5,239	22-0257-SIGNP	207 NE Delaware Ave Ste 20	Kness Signs	Kness Signs

Restaurant	Canopy/Tent	1/27/2022	$0	22-0368-TENT	1610 SW Main St Ste 107	Meredith Todd	Meredith Todd
Single Family Detached	Sidewalk	1/17/2022		21-8431-RSWRP	1104 SW 47th Cir	Des Moines Excavating	Des Moines Excavating
Single Family Detached	Sidewalk	1/27/2022		22-0380-RSWRP	4403 SW Elm Ct	Matthews White Plumbing	Matthews White Plumbing
Single Family Detached	Demolition	1/12/2022		22-0213-DEMO	709 SW 3rd St	Tom Davies	John McBride

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: COUNCIL GOAL: ??

Finance

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Utility Billing Report for January 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													$ -
March													$ -
April													$ -
May													$ -
June													$ -
FY Total	187,734	1,357,738,720	$ 8,277,396	$ 42.49	$ 1,932,217	178,097	$ 753,430	$ 99,210	$ 5,871,559	$ 3,692,190	174,805	$ 1,877,746	$ 21,750,318
FY 22 Average	26,819	193,962,674	1,182,485	$ 6.07	276,031	25,442	107,633	14,173	838,794	527,456	24,972	268,249	1,812,526
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

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ANKENY CITY COUNCIL

City Council Agenda

February 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: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #23 in the amount of $4,869.98 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive
Contractor: Civil Design Advantage
Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111
Finance Budget Code: 959.3959.4210 ***Finance Project Code:*** 959.4210

Vendor Project or Invoice #: ***PO #***
Original Contract Date: January 20, 2020 ***Vendor #*** 2407

Date of Council Meeting 2/21/2022 **PAYMENT REQUEST #** 23

PAYMENT PERIOD: From: 01/03/22 through: 01/30/22

Contract Summary

Original Contract Amount:	$ 319,825.00		
Net change by Change Orders:	$ 382,040.00		
Contract Amount to Date: (line 1 ± 2)		$ 701,865.00	
Total completed and stored to date:	$ 547,828.09		
Retainage: ____ % of Completed Work:	$ -		
Total Earned less Retainage:		$ 547,828.09	
Less previous applications for payment:		$ 542,958.11	
SUBTOTAL			$ 4,869.98
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 4,869.98
Balance to finish, including retainage:		$ 154,036.91	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

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

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Civil Design Advantage
Firm Name

Joshua A. Ingstad 2/5/2022
Signature Date

City of Ankeny Staff Approval Jon Hoyt 2/7/2022
Signature Date

Submit to: _____

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

Date Printed: 2/5/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/6/2020	$ 3,006.82
2	4/20/2020	$ 10,124.88
3	6/15/2020	$ 64,848.50
4	7/20/2020	$ 23,002.40
5	8/17/2020	$ 49,467.25
6	9/21/2020	$ 21,149.25
7	10/19/2020	$ 44,163.30
8	11/16/2020	$ 23,739.55
9	12/21/2020	$ 18,016.50
10	1/18/2021	$ 16,663.68
11	2/15/2021	$ 31,705.63
12	3/15/2021	$ 12,534.60
13	4/19/2021	$ 19,870.89
14	5/17/2021	$ 18,899.17
15	6/21/2021	$ 16,209.06
16	7/19/2021	$ 24,988.55
17	8/16/2021	$ 30,259.52
18	9/20/2021	$ 23,842.81
19	10/18/2021	$ 21,762.06
20	11/15/2021	$ 20,029.36
21	12/20/2021	$ 21,584.30
22	1/17/2022	$ 27,090.03
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TOTAL $ 542,958.11

Record of Change Orders

#	Date	Amount
1	4/5/2021	$ 382,040.00
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	TOTAL	$ 382,040.00

Contract Time Remaining:

CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 2/5/2022

Invoice

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

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

February 04, 2022
Project No: 2002.053
Invoice No: 36169

Project 2002.053 C. Ankeny - NW 18th Street Extension

Professional Services from January 03, 2022 through January 30, 2022

Task	201	Concept Preparation		
			Total this Task	**0.00**
Task	230	Cost Opinion		
			Total this Task	**0.00**
Task	301	Construction Drawings - Preliminary		
			Total this Task	**0.00**
Task	303	Construction Drawings - Final		
			Total this Task	**0.00**
Task	304	Construction Drawings - Check		
			Total this Task	**0.00**
Task	306	Easement/Acquisition Plats		
			Total this Task	**0.00**
Task	308	Public Street Photometric Plan		
			Total this Task	**0.00**
Task	309	Front End Contract Documents		
			Total this Task	**0.00**
Task	310	Assessment Plat & Schedule		
			Total this Task	**0.00**
Task	311	Bidding Services		
			Total this Task	**0.00**
Task	312	Bid Letting Services		
			Total this Task	**0.00**
Task	501	Project Information Meeting		
			Total this Task	**0.00**
Task	503	Preconstruction Meeting		
			Total this Task	**0.00**

Task 601 Construction Staking

Professional Personnel

	Hours	Rate	Amount	
Technician 1	1.50	56.00	84.00	
Senior Technician	3.00	142.00	426.00	
Total Labor				**510.00**
			Total this Task	**$510.00**

Task 602 Construction Observation

Professional Personnel

	Hours	Rate	Amount	
Engineer 1	1.00	87.00	87.00	
Technician 4	29.00	89.00	2,581.00	
Technician 7	1.00	119.00	119.00	
Total Labor				**2,787.00**
			Total this Task	**$2,787.00**

Task 603 Construction Administration

Professional Personnel

	Hours	Rate	Amount	
Engineer 8	9.00	166.00	1,494.00	
Total Labor				**1,494.00**
			Total this Task	**$1,494.00**

Task 604 Shop Drawings

Total this Task **0.00**

Task 605 Record Drawings

Total this Task **0.00**

Task 701 Geotecnical Investigation

Total this Task **0.00**

Task 702 Phase 1 Environmental Assessment

Total this Task **0.00**

Task 703 Wetland Services

Total this Task **0.00**

Task 704 Right-of-Way Services

Total this Task **0.00**

Task 705 Geotechnical Observation (ABE)

Total this Task **0.00**

Task 998 Permits & Fees

Total this Task **0.00**

Task 999 Reimbursable Expenses

Unit Billing

1/5/2022	Mileage	135.0 miles @ 0.585	78.98	
	Total Units		**78.98**	**78.98**

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	36169

Total this Task **$78.98**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	4,869.98	542,958.11	547,828.09
Limit			701,865.00
Remaining			154,036.91

Total this Invoice **$4,869.98**

Project Manager Joshua Trygstad

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

February 5, 2022

Attn: Jim Haberichter, P.E.
City of Ankeny
220 West First Street
Ankeny, Iowa 50023

RE: Billing Information Report #23
NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive
Ankeny, Iowa
CDA 2002.053

Dear Jim:

Enclosed, please find a copy of Billing Information Report #23 for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive.

During this time, Civil Design Advantage provided construction observation and administration for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of $129,442.74 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:

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Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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: February 21, 2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: January 1, 2022 Through: January 31, 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:	$ 831,243.13		
Retainage: 3 % of Completed Work:	$ 24,937.29	Max 3% of $1,000,000 or $30,000	
Total Earned less Retainage:		$ 806,305.83	
Less previous applications for payment:		$ 676,863.09	
SUBTOTAL			$ 129,442.74
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 129,442.74
Balance to finish, including retainage:		$ 2,238,220.72	
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

2-1-22
Date

Engineer / Consultant Approval: Snyder & Associates, Inc.
Firm Name

Signature
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: 2022.02.04 08:49:34-06'00'

Date

City of Ankeny Staff Approval:

Signature

2/4/2022
Date

Submit to: Jim Haberichter, PE | Civil Engineer II
E-mail: JHaberichter@Ankenylowa.gov *Phone:* (515) 963-3536 *Fax:* (515) 963-3536

Date Printed: 1/31/2022

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
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 676,863.09

Record of Change Orders

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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**

Date Printed: 1/31/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	ITEM NUMBER	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
10	2101-0850001	CLEARING AND GRUBBING	ACRE	5.20		5.20	$ 9,000.00	$ 46,800.00		$ -	4.94	4.94	$ 44,460.00	0.26	95.00%
20	2102-0425070	SPECIAL BACKFILL	TON	131.10		131.10	$ 35.00	$ 4,588.50		$ -	0.00	0.00	$ -	131.10	0.00%
30	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	21,902.00		21,902.00	$ 15.00	$ 328,530.00		$ -	21,463.96	21,463.96	$ 321,959.40	438.04	98.00%
40	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,553.00		1,553.00	$ 10.00	$ 15,530.00		$ -	0.00	0.00	$ -	1,553.00	0.00%
50	2105-8425015	TOPSOIL, STRIP, SALVAGE, AND SPREAD	CY	2,449.00		2,449.00	$ 6.00	$ 14,694.00		$ -	1,959.20	1,959.20	$ 11,755.20	489.80	80.00%
60	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	STA	1.10		1.10	$ 1,800.00	$ 1,980.00		$ -	0.00	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	0.00	$ -	1.00	0.00%
80	2123-7450020	SHOULDER FINISHING, EARTH	STA	69.80		69.80	$ 365.00	$ 25,477.00		$ -	0.00	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	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	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		$ -	4.00	4.00	$ 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	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	3.00	$ 10,500.00	0.00	100.00%
140	2416-1160015	CULVERT, CONCRETE ENTRANCE PIPE, 15 IN. DIA.	LF	12.00		12.00	$ 200.00	$ 2,400.00		$ -	11.00	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	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	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	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	336.00	$ 28,560.00	0.00	100.00%
190	2510-6745850	REMOVAL OF PAVEMENT	SY	361.70		361.70	$ 12.00	$ 4,340.40		$ -	0.00	0.00	$ -	361.70	0.00%
200	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EA	1.00		1.00	$ 800.00	$ 800.00		$ -	1.00	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	766.20	$ 9,194.40	0.00	100.00%
220	2511-0302500	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	SY	58.70		58.70	$ 71.00	$ 4,167.70		$ -	0.00	0.00	$ -	58.70	0.00%
230	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	7,834.70		7,834.70	$ 40.50	$ 317,305.35		$ -	0.00	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	0.00	$ -	19.70	0.00%
250	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	298.00		298.00	$ 90.00	$ 26,820.00		$ -	0.00	0.00	$ -	298.00	0.00%
260	2511-7528101	DETECTABLE WARNINGS, CAST IRON	SF	80.00		80.00	$ 45.00	$ 3,600.00		$ -	0.00	0.00	$ -	80.00	0.00%
270	2519-1001000	FENCE, CHAIN LINK, VINYL COATED, 48 IN. HEIGHT	LF	96.00		96.00	$ 65.00	$ 6,240.00		$ -	0.00	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	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	0.00	$ -	224.00	0.00%
300	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	91.00		91.00	$ 22.00	$ 2,002.00		$ -	0.00	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	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	0.00	$ -	28.00	0.00%
330	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	22.20		22.20	$ 150.00	$ 3,330.00		$ -	0.00	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	0.00	$ -	4.00	0.00%
350	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	21.50		21.50	$ 105.00	$ 2,257.50		$ -	0.00	0.00	$ -	21.50	0.00%
360	2527-9263190	SYMBOLS AND LEGENDS REMOVED	EA	4.00		4.00	$ 125.00	$ 500.00		$ -	0.00	0.00	$ -	4.00	0.00%
370	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	9.30		9.30	$ 105.00	$ 976.50		$ -	0.00	0.00	$ -	9.30	0.00%
380	2528-2518000	SAFETY CLOSURE	EA	6.00		6.00	$ 200.00	$ 1,200.00		$ -	0.00	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	0.00	$ -	341.00	0.00%
400	2528-8445110	TRAFFIC CONTROL	LS	1.00		1.00	$ 14,000.00	$ 14,000.00		$ -	0.05	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	0.00	$ -	608.00	0.00%
420	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	30.00		30.00	$ 125.00	$ 3,750.00		$ -	0.00	0.00	$ -	30.00	0.00%
430	2533-4980005	MOBILIZATION	LS	1.00		1.00	$ 225,000.00	$ 225,000.00		$ -	0.50	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	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	0.00	$ -	1.00	0.00%
460	2554-0212020	VALVE BOX EXTENSION	EA	2.00		2.00	$ 500.00	$ 1,000.00		$ -	0.00	0.00	$ -	2.00	0.00%
470	2554-0214000	FIRE HYDRANT ADJUSTMENT	EA	2.00		2.00	$ 3,500.00	$ 7,000.00		$ -	0.00	0.00	$ -	2.00	0.00%
480	2599-9999005	('EACH' ITEM) PVC DRAINAGE INLET	EA	4.00		4.00	$ 3,000.00	$ 12,000.00		$ -	0.00	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	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	0.00	$ -	5.10	0.00%
510	2601-2700020	TRANSITION MAT	SF	200.00		200.00	$ 15.00	$ 3,000.00		$ -	0.00	0.00	$ -	200.00	0.00%
520	2602-0000150	STABILIZED CONSTRUCTION ENTRANCE, EC-303	LF	250.00		250.00	$ 62.50	$ 15,625.00		$ -	130.00	130.00	$ 8,125.00	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	520.00	$ 1,300.00	6,355.00	7.56%
540	2602-0000351	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	6,875.00		6,875.00	$ 0.30	$ 2,062.50		$ -	0.00	0.00	$ -	6,875.00	0.00%
550	2602-0010010	MOBILIZATIONS, EROSION CONTORL	EA	5.00		5.00	$ 500.00	$ 2,500.00		$ -	4.00	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	0.00	$ -	1.00	0.00%
570	2599-9999010	('LUMP SUM' ITEM) PEDESTRIAN BRIDGE LIGHTING	LS	1.00		1.00	$ 215,000.00	$ 215,000.00		$ -	0.00	0.00	$ -	1.00	0.00%
580	2402-2720000	EXCAVATION, CLASS 20	CY	240.00		240.00	$ 50.00	$ 12,000.00	60.00	$ 3,000.00	60.00	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		$ -	0.00	0.00	$ -	220.00	0.00%
600	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	75.40		75.40	$ 1,000.00	$ 75,400.00	31.60	$ 31,600.00	18.40	50.00	$ 50,000.00	25.40	66.31%
610	2403-7303000	STRUCTURAL CONCRETE COATING	SY	759.00		759.00	$ 74.00	$ 56,166.00		$ -	0.00	0.00	$ -	759.00	0.00%
620	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	49,388.00		49,388.00	$ 1.75	$ 86,429.00	5,283.50	$ 9,246.13	3,076.00	8,359.50	$ 14,629.13	41,028.50	16.93%
630	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE, 180'-2 X 12'-0	EACH	1.00		1.00	$ 645,000.00	$ 645,000.00		$ -	0.00	0.00	$ -	1.00	0.00%

640	2501-0201057	PILES, STEEL, HP 10 X 57 - FRAME FOOTINGS	LF	2,240.00		2,240.00	$ 60.00	$ 134,400.00	1,120.00	$ 67,200.00	1,120.00	2,240.00	$ 134,400.00	0.00	100.00%
650	2501-0201274	PILES, STEEL, HP 12 X 74 - ABUTMENT	LF	640.00		640.00	$ 70.00	$ 44,800.00	320.00	$ 22,400.00	320.00	640.00	$ 44,800.00	0.00	100.00%
660	2507-2638610	CONCRETE SLOPE PROTECTION	SY	187.30		187.30	$ 350.00	$ 65,555.00		$ -	0.00	0.00	$ -	187.30	0.00%
670	2599-9999014	ABUTMENT FRAME FORMLINER	SF	6,543.00		6,543.00	$ 20.00	$ 130,860.00		$ -	0.00	0.00	$ -	6,543.00	0.00%
680	2599-9999018	ANTI-GRAFFITI COATING	SY	759.00		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 = $ 133,446.13** **COMPLETED = $ 831,243.13** **27.30%**

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 4, 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. 6
FINANCE PROJECT NO. 938.4459
S&A PROJECT NO. 120.0274

Dear Mr. Haberichter:

Enclosed is Cramer and Associates, Inc.'s Partial Payment Application #6 for the above noted project from January 1, 2022 to January 31, 2022. Construction through this payment application includes structural concrete and structural pilings. Based on project observation, plan quantities, measured quantities, and work completed we recommend approval of Partial Payment Application #6. Approximately 27% of the contract work has been completed and 42 of the 130 working days (32%) has 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 February 21, 2022 council meeting to answer any questions regarding this project.

Respectfully,

SNYDER & ASSOCIATES, INC.

Andy G. Burke, P.E.
Project Manager

Enclosure

CC: Mark Land, P.E., Snyder & Associates

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

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ANKENY CITY COUNCIL

City Council Agenda

February 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: COUNCIL GOAL: ??

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of $20,190.20 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 #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

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: February 21,2022 **PAYMENT REQUEST #** 10

PAYMENT PERIOD: From: January 1, 2022 Through: January 31, 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:	$ 380,758.54		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 380,758.54	
Less previous applications for payment:		$ 360,568.34	
SUBTOTAL			$ 20,190.20
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 20,190.20
Balance to finish, including retainage:		$ 30,241.46	
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 Engineering Associates, Inc

Firm Name

Steven J. Troyer, P.E. 2/15/22

Signature Date

City of Ankeny Staff Approval:

Donald Clark 2/15/22

Signature Date

Submit to: *Don Clark, Director of Municipal Utilities*

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

Date Printed: 2/16/2022

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
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Previous Applications for Payment

No.	Date	Amount
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TOTAL $ 360,568.34

Record of Change Orders

No.	Date	Amount
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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:	-

Date Printed: 2/15/2022

STRAND ASSOCIATES®

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

February 11, 2022
Project No: 7020.001
Invoice No: 0180349

Professional Services: January 1, 2022 through January 31, 2022

Project 7020.001 Ankeny ASR - Final Design

Percent Complete	100.00	Total Earned	172,600.00
		Previous Fee Billing	169,148.00
		Current Fee Billing	3,452.00

Total this Project **$3,452.00**

Outstanding Invoices

Number	Date	Balance
0048789	12/31/2021	39,698.00
Total		**39,698.00**

Contract Amount 172,600.00

Billings to Date 172,600.00

Project 7020.002 Ankeny ASR - IDNR Permit Fees

Total this Project **0.00**

Outstanding Invoices

Number	Date	Balance
0048789	12/31/2021	8,209.69
Total		**8,209.69**

Project 7020.003 Ankeny ASR - Bidding

Percent Complete	40.00	Total Earned	12,400.00

TERMS: Payment is due within 30 days of the date on this invoice.

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	0180349
		Previous Fee Billing	1,240.00	
		Current Fee Billing	11,160.00	
			Total this Project	**$11,160.00**

Outstanding Invoices

Number	Date	Balance
0048789	12/31/2021	1,240.00
Total		**1,240.00**

Contract Amount 31,000.00

Billings to Date 12,400.00

Project 7020.004 Ankeny ASR - Construction Administration; Demolition

Total Labor		**3,442.50**
Total Expenses		**36.80**
	Total this Project	**$3,479.30**

Outstanding Invoices

Number	Date	Balance
0048789	12/31/2021	2,259.50
Total		**2,259.50**

Project 7020.005 Ankeny ASR - RPR Demolition

Total Labor		**1,695.00**
Total Expenses		**116.80**
	Total this Project	**$1,811.80**

Outstanding Invoices

Number	Date	Balance
0048789	12/31/2021	1,443.00
Total		**1,443.00**

Project 7020.006 Ankeny ASR - Geotechnical Report

Total this Project	**0.00**

Project 7020.007 Ankeny ASR - Testing Services; WWTP Demolition

Total Expenses		**287.10**
	Total this Project	**$287.10**

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**

Project 7020.009 Ankeny ASR - Bidding Documents

Total this Project	**0.00**
Total this Invoice	**$20,190.20**

STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

DATE: February 15, 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 January 2022 billing period. Work this period included receiving bids for the well project (Bid Package #1) and completing the design and sending the ASR well pump and control building (Bid Package #2) out for bids. A construction contract has been awarded for Bid Package #1. Bids for Bid Package #2 will be received today. A construction progress meeting was held for the demolition project at the WWTP.

If you have questions or concerns, please contact me. Thank you.

Steven J. Troyer

Steven J. Troyer, P.E., BCEE, Project Manager

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ANKENY CITY COUNCIL

City Council Agenda

February 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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?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #19 in the amount of $5,835.00 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main 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:

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Payment #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title:	Irvinedale Drive Water Main Improvements - Phase III		
Contractor:	McClure Engineering Company		
Address:	1360 NW 121st Street, Clive, IA 50325		
Finance Budget Code:	623.3623.4210	***Finance Project #***	623.4210
Vendor Project or Invoice #:	200478	***PO #***	128593
Original Contract Date:	April 6, 2020	***Vendor #***	2183

Date of Council Meeting: February 21, 2022 **PAYMENT REQUEST #** 19

PAYMENT PERIOD: From: December 26, 2022 Through: January 29, 2022

Contract Summary

Original Contract Amount:	$ 160,700.00		
Net change by Change Orders:	$ 180,450.00		
Contract Amount to Date: (line 1 ± 2)		$ 341,150.00	
Total completed and stored to date:	$ 302,667.52		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 302,667.52	
Less previous applications for payment:		$ 296,832.52	
SUBTOTAL			$ 5,835.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 5,835.00
Balance to finish, including retainage:		$ 38,482.48	
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 / Cons McClure Engineering Company

Firm Name

Joseph W. Kell 2/14/22

Signature Date

City of Ankeny Donald Clark 2/15/22

Signature Date

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

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

Date Printed: 2/14/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 18th, 2020	$ 12,819.73
2	July 6th, 2020	$ 38,120.28
3	August 3, 2020	$ 18,693.02
4	September 8, 2020	$ 32,016.98
5	October 5, 2020	$ 38,401.58
6	November 2, 2020	$ 4,887.50
7	December 7, 2020	$ 8,452.55
8	January 4, 2021	$ 1,845.00
9	February 1, 2021	$ 3,752.50
10	March 1, 2021	$ 1,710.86
11	April 19, 2021	$ 23,936.64
12	June 21, 2021	$ 5,655.56
13	July 19, 2021	$ 7,276.70
14	September 7, 2021	$ 36,770.87
15	October 18, 2021	$ 41,592.48
16	December 6, 2021	$ 14,765.00
17	December 20, 2021	$ 3,397.50
18	January 17, 2022	$ 2,737.77
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Previous Applications for Payment

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TOTAL **$ 296,832.52**

Record of Change Orders

No.	Date	Amount
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TOTAL **$ -**

Please update Payment Application Sheet

Contract Time Remaining

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

Date Printed: 2/14/2022

Monthly Project Progress Update

McCLURE™
ENGINEERING CO.

McClure Engineering Co.
1360 NW 121st St, Clive, IA, 50325
Phone: 515.964.1229
C:816.500.9958
Jkellinger@mecresults.com

DATE: 02/14/2022	JOB NO: 200478
ATTENTION: Don Clark	
RE: 24-Inch Water Main Along NW Irvinedale Road (Phase 3)	
Location of Project – Ankeny, IA	

Progress in January 2022

- Construction Administration (billed under RPR)
  - Trenchless construction method change
  - Negotiate Change Order #3
  - Coordination of Irvinedale lane closure
- On-Site Resident Project Representative
  - Punch-list items construction observation
- Record Drawings
  - Draft record drawings for pipe installed between 9th St and 18th St
- SRF Loan Application & Administrative Services
  - Coordination of updated Davis-Bacon Wages for MSA project

McCLURE™
ENGINEERING CO.

1360 NW 121st Street
Clive, IA 50325

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

January 31, 2022
Project No: 0000200478-000
Invoice No: 137996
Due Date: March 02, 2022

Project 0000200478-000 Irvinedale Drive Transmission Main-Phase 3
Professional Services from December 26, 2021 to January 29, 2022

Phase I Construction Administration

	Hours	Rate	Amount	
Project Manager II	.50	220.00	110.00	
Totals	.50		110.00	
Total Labor				**110.00**

	Current	Prior	To-Date	
Total Billings	110.00	49,108.40	49,218.40	
Contract Limit (not-to-exceed)			49,250.00	
Contract Limit Remaining			31.60	
		Total this Phase		**$110.00**

Phase K Resident Project Representative

	Hours	Rate	Amount	
Project Manager I	16.00	180.00	2,880.00	
On Site Representative I	14.00	110.00	1,540.00	
Totals	30.00		4,420.00	
Total Labor				**4,420.00**

	Current	Prior	To-Date	
Total Billings	4,420.00	69,714.42	74,134.42	
Contract Limit (not-to-exceed)			106,000.00	
Contract Limit Remaining			31,865.58	
		Total this Phase		**$4,420.00**

Phase O Record Drawings

	Hours	Rate	Amount	
Engineering Technician I	6.00	110.00	660.00	
Totals	6.00		660.00	
Total Labor				**660.00**

	Current	Prior	To-Date
Total Billings	660.00	980.00	1,640.00
Contract Limit (not-to-exceed)			5,150.00

Project	0000200478-000	Irvinedale Drive Transmission Main	Invoice	137996
	Contract Limit Remaining		3,510.00	
			Total this Phase	**$660.00**

Phase P SRF Loan Application & Administrative Services

	Hours	Rate	Amount	
Project Manager I	2.00	170.00	340.00	
Principal	.50	250.00	125.00	
Project Coordinator	2.00	90.00	180.00	
Totals	4.50		645.00	
Total Labor				**645.00**

	Current	Prior	To-Date	
Total Billings	645.00	16,880.00	17,525.00	
Contract Limit (not-to-exceed)			20,600.00	
Contract Limit Remaining			3,075.00	
			Total this Phase	**$645.00**
			Total Due this Invoice	**$5,835.00**

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: COUNCIL GOAL: ??

Parks and Recreation

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consider motion to approve Payment #11 in the amount of $340.00 to MSA Professional Services, Inc., for engineering services on the High Trestle Trail Trailhead and Parking Lot Project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #11 (Final)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: High Trestle Trail Trailhead and Parking Lot
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 989.3989.4210 ***Finance Project #*** 989.4210
Vendor Project or Invoice #: ***PO #***
Original Contract Date: August 17, 2020 ***Vendor #*** 6447

Date of Council Meeting: ~~February 7, 2022~~ February 21, 2022 **PAYMENT REQUEST #** 11

PAYMENT PERIOD: From: December 5, 2021 Through: January 22, 2022

Contract Summary

Original Contract Amount:	$ 55,700.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 55,700.00		
Total completed and stored to date:	$ 55,700.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 55,700.00		
Less previous applications for payment:		$ 55,360.00		
SUBTOTAL			$	340.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	340.00
Balance to finish, including retainage:		$ -		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval: Not Applicable
Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.
Firm Name

Nichole Jungren 01/27/22
Signature Date

City of Ankeny Staff Approval:

Signature Date

Submit to: *Nick Lenox, Parks & Recreation Director*
E-mail: nlenox@ankenyiowa.gov *Phone:* *(515) 963-3576* *Fax:* *(515) 963-3535*

Date Printed: 1/27/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 5, 2020	$ 8,500.00
2	November 2, 2020	$ 3,700.00
3	December 7, 2020	$ 4,340.00
4	April 5, 2021	$ 10,995.00
5	May 3, 2021	$ 6,415.00
6	June 7, 2021	$ 2,350.00
7	July 6, 2021	$ 375.00
8	September 7, 2021	$ 16,195.00
9	October 18, 2021	$ 1,730.00
10	January 3, 2022	$ 760.00
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Previous Applications for Payment

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TOTAL $ 55,360.00

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

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

High Trestle Trail Trailhead and Parking Lot

CONTACT INFORMATION:
Nichole Sungren
Phone: (515) 964-1920
nsungren@msa-ps.com

DATE:
January 27, 2022

PROJECT NUMBERS:
City of Ankeny:
PRK-18-001

MSA:
09085043

TASK 1: SURVEY AND MAPPING

Task 1: 100% Complete

This task is complete.

TASK 2: CONCEPTUAL DESIGN PHASE

Task 2: 100% Complete

This task is complete.

TASK 3: PRELIMINARY DESIGN PHASE

Task 3: 100% Complete

This task is complete.

TASK 4: FINAL DESIGN PHASE

Task 4: 100% Complete

This task is complete.

TASK 5: BIDDING PHASE

Task 5: 100% Complete

This task is complete.

TASK 6: PROJECT ADMINISTRATION PHASE

Task 6: 100% Complete

This task is complete.

TASK 7: CONSTRUCTION ADMINISTRATION PHASE

Task 7: 100% Complete

This task is complete. The final contractor pay application has been submitted.

TASK 8: CONSTRUCTION STAKING

Task 8: 100% Complete

This task has been completed.

TASK 9: CONSTRUCTION OBSERVATION PHASE

Task 9: 100% Complete

This task is complete.

TASK 10: POST CONSTRUCTION PHASE

Task 10: 100% Complete

The as-built documents have been submitted to the City for their records.

MSA™

Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE. INTEREST AT THE RATE OF 1.5% PER MONTH ON UNPAID BALANCE WILL BE ADDED TO YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

City of Ankeny IA
410 West First Street
Ankeny, IA 50023

January 28, 2022
Invoice No: R09085043.0 - 11

00-50-203
Project Manager Nichole Sungren
Client Liaison Nichole Sungren

AMOUNT DUE THIS INVOICE: $340.00

Project R09085043.0 City of Ankeny IA High Trestle Trailhead Parking Lot

Professional Services from December 5, 2021 to January 22, 2022

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey and Mapping	4,800.00	100.00	4,800.00	4,800.00	0.00
Conceptual Deisgn Phase	6,700.00	100.00	6,700.00	6,700.00	0.00
Preliminary Design Phase	13,300.00	100.00	13,300.00	13,300.00	0.00
Final Design Phase	6,350.00	100.00	6,350.00	6,350.00	0.00
Bidding Phase	1,150.00	100.00	1,150.00	1,150.00	0.00
Project Administration	3,500.00	100.00	3,500.00	3,500.00	0.00
Construction Administration	5,000.00	100.00	5,000.00	4,900.00	100.00
Construction Staking	2,000.00	100.00	2,000.00	2,000.00	0.00
Construction Observation	12,300.00	100.00	12,300.00	12,300.00	0.00
Post Construction	600.00	100.00	600.00	360.00	240.00
Total Fee	55,700.00		55,700.00	55,360.00	340.00

Total Fee 340.00

AMOUNT DUE THIS INVOICE: $340.00

For ACH notification, remit to:
ach@msa-ps.com
Account Number: 101065930 Routing Number: 075901590
Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

January 27, 2022

Mr. Nick Lenox
Parks & Recreation Director
City of Ankeny
220 W. 1st Street
Ankeny, IA 50023

Re: High Trestle Trail Trailhead and Parking Lot
Project # 0908543

Dear Mr. Lenox:

Please find attached the Engineering Invoice #11 for work completed between December 5, 2021 and January 22, 2021. Please refer to the attached Project Update for a summary of the work completed to date. The final Contractor pay application has been submitted, the Certificate of Completion has been presented to Council, project as-builts have been submitted to the City staff and this final invoice will close out the project.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to working with City staff in the future.

Sincerely,

MSA Professional Services, Inc.

Nichole Sungren

Nichole Sungren, P.E.
Project Manager

nes
Enc.

© 2022 MSA Professional Services

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:
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 $50,100.60 to Reilly Construction Company Inc., for construction 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 #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: West First St Widening & Improvements - Phase 1
Contractor: Reilly Construction Company, Inc.
Address: 110 E Main PO BOX 99 Ossian, IA 52161
Finance Budget Code: 970.3970.4451 ***Finance Project Code:*** 970.4451
Vendor Project or Invoice #: ***PO #***
Original Contract Date: December 15, 2020 ***Vendor #*** 6038

Date of Council Meeting: February 21, 2022 **PAY REQUEST #** 8

PAYMENT PERIOD From: November 1, 2021 Through: January 31, 2022

Contract Summary

Original Contract Amount:	$ 5,156,005.75		
Net change by Change Orders:	$ 26,447.00		
Contract Amount to Date: (line 1 ± 2)		**$ 5,182,452.75**	
Total completed and stored to date:	$ 2,780,109.05		
Retainage: 0% of Completed Work:	$ 30,000.00	($30,000.00 max)	
Total Earned less Retainage:		$ 2,750,109.05	
Less previous applications for payment:		$ 2,700,008.45	
SUBTOTAL			$ 50,100.60
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 50,100.60

Balance to finish, including retainage: $ 2,432,343.70

Contract Time Remaining (If applicable): 0 of 145 Working Days (2021 Construction)

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: Reilly Construction Company, Inc.
Firm Name

Jared Blodgett — Digitally signed by Jared Blodgett DN: C=US, E=jblodgett@reilly-construction.com, O=Reilly Construction, CN=Jared Blodgett Date: 2022.02.10 15:29:13-06'00' — 2-10-2022
Signature — Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC
Firm Name

Bradley D. Hopkey — Digitally signed by Bradley D. Hopkey DN: C=US, E=bradley.hopkey@foth.com, O="Foth Infrastructure & Environment, LLC", OU=Infrastructure Division, CN=Bradley D. Hopkey Reason: I am approving this document Date: 2022.02.11 08:36:01-06'00'
Signature — Date

City of Ankeny Staff Approval:

Adam L. Lust — 02/10/22
Signature — Date

Submit to: Adam Lust, PE | Public Works Engineering Manager
E-mail: ALust@Ankenylowa.gov Phone: (515) 963-3537 Fax: (515) 963-3535

Date Printed: 2/8/2022

City of Ankeny, Iowa
Public Works - Engineering
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

PAY APPLICATION 8

Contractor: Reilly Construction Company, Inc.
110 E Main
PO BOX 99
Ossian, IA 52161

Division 1: STBG-SWAP-0187(643)--SG-77

Division 2 CS-TSF-0187(645)--85-77

Project Title:	West First St Widening & Improvements - Phase 1		
Project Number:	STBG-SWAP-0187(643)--SG-77 CS-TSF-0187(645)--85-77		
Purchase Order Number:			
Contract Date:			12/15/2020
Original Contract Amount:			$5,156,005.75
Notice to Proceed Date:			
Estimated Completion Date:			9/24/2022
Pay Period:	11/1/2021	to	1/31/2022
Pay Application Number:			8
Date:			2/8/2022
Contract ID:			77-0187-643

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
1	2101-0850002	CLEARING AND GRUBBING	UNIT	628.0		$55.00	$34,540.00	$0.00	618.2	0.0	$34,001.00	$0.00	$34,001.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	508.0		$15.00	$7,620.00	$0.00	70.0	0.0	$1,050.00	$0.00	$1,050.00
3	2102-2170090	EXCAVATION, CLASS 10, WASTE	CY	7512.0		$15.00	$112,680.00	$0.00	5458.0	0.0	$81,870.00	$0.00	$81,870.00
4	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	1311.0		$30.00	$39,330.00	$0.00	627.0	0.0	$18,810.00	$0.00	$18,810.00
5	2115-0100000	MODIFIED SUBBASE	CY	3,654	565	$50.00	$182,700.00	$28,250.00	2128.7	0.0	$106,435.50	$0.00	$106,435.50
6	2123-7450020	SHOULDER FIISHING, EARTH	STA	134.00		$125.00	$16,750.00	$0.00	69.00	0.00	$8,625.00	$0.00	$8,625.00
7	2213-6745500	REMOVAL OF CURB	STA	20.80		$600.00	$12,480.00	$0.00	18.25	0.00	$10,950.00	$0.00	$10,950.00
8	2301-1033070	STANDARD/SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 7 IN	SY	1,355.0		$61.00	$82,655.00	$0.00	1274.9	0.0	$77,770.12	$0.00	$77,770.12
9	2301-1033080	STANDARD/SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 8 IN	SY	3,317.0		$61.00	$202,337.00	$0.00	1186.2	0.0	$72,357.59	$0.00	$72,357.59
10	2301-1033090	STANDARD/SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 9 IN	SY	13,560.0	3,390.0	$58.00	$786,480.00	$196,620.00	6888.5	0.0	$399,531.84	$0.00	$399,531.84
11	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00		$2,500.00	$2,500.00	$0.00	0.02	0.00	$50.00	$0.00	$50.00
12	2301-7000110	PAY ADJ I/D-PCC PAVT THICKNESS	EACH	16,950.0		$1.00	$16,950.00	$0.00	0.0	0.0	$0.00	$0.00	$0.00
13	2304-0101000	TEMPORARY PAVEMENT	SY	3,401.0		$45.00	$153,045.00	$0.00	3308.9	0.0	$148,900.50	$0.00	$148,900.50
14	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	385.0		$35.00	$13,475.00	$0.00	39.5	0.0	$1,382.50	$0.00	$1,382.50
15	2401-6745354	REMOVAL OF CONCRETE FOOTINGS, AS PER PLAN	EACH	8		$750.00	$6,000.00	$0.00	8	0	$6,000.00	$0.00	$6,000.00
16	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1		$2,500.00	$2,500.00	$0.00	0	0	$0.00	$0.00	$0.00
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN	EACH	4		$5,500.00	$22,000.00	$0.00	4	0	$22,000.00	$0.00	$22,000.00
18	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN	EACH	3		$7,500.00	$22,500.00	$0.00	3	0	$22,500.00	$0.00	$22,500.00
19	2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN	EACH	4		$9,500.00	$38,000.00	$0.00	3	0	$28,500.00	$0.00	$28,500.00
20	2435-0140196	MANHOLE, STORM SEWER, SW-401, 96 IN	EACH	1		$14,500.00	$14,500.00	$0.00	1	0	$14,500.00	$0.00	$14,500.00
21	2435-0140300	MANHOLE, STORM SEWER, SW-403 (7X7)	EACH	1		$17,400.00	$17,400.00	$0.00	1	0	$17,400.00	$0.00	$17,400.00
22	2435-0140400	MANHOLE, STORM SEWER, SW-404 (7X7)	EACH	1		$25,000.00	$25,000.00	$0.00	1	0	$25,000.00	$0.00	$25,000.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
23	2435-0250100	INTAKE, SW-501	EACH	8		$3,800.00	$30,400.00	$0.00	4	0	$15,200.00	$0.00	$15,200.00
24	2435-0250310	INTAKE, SW-503 MODIFIED 1	EACH	6		$7,500.00	$45,000.00	$0.00	3	0	$22,500.00	$0.00	$22,500.00
25	2435-0250310	INTAKE, SW-503 MODIFIED 2	EACH	1		$12,200.00	$12,200.00	$0.00	1	0	$12,200.00	$0.00	$12,200.00
26	2435-0250500	INTAKE, SW-505	EACH	4		$6,000.00	$24,000.00	$0.00	4	0	$24,000.00	$0.00	$24,000.00
27	2435-0250600	INTAKE, SW-506	EACH	4		$9,600.00	$38,400.00	$0.00	4	0	$38,400.00	$0.00	$38,400.00
28	2435-0250610	INTAKE, SW-506 MODIFIED 1	EACH	5		$11,000.00	$55,000.00	$0.00	3	0	$33,000.00	$0.00	$33,000.00
29	2435-0250610	INTAKE, SW-506 MODIFIED 2	EACH	8		$18,500.00	$148,000.00	$0.00	4	0	$74,000.00	$0.00	$74,000.00
30	2435-0251100	INTAKE, SW-511	EACH	2		$4,500.00	$9,000.00	$0.00	2	0	$9,000.00	$0.00	$9,000.00
31	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	27		$1,800.00	$48,600.00	$0.00	7	0	$12,600.00	$0.00	$12,600.00
32	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	9		$2,500.00	$22,500.00	$0.00	2	0	$5,000.00	$0.00	$5,000.00
33	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	6		$2,200.00	$13,200.00	$0.00	1	0	$2,200.00	$0.00	$2,200.00
34	2435-0600120	INTAKE ADJUSTMENT, MAJOR	EACH	3		$2,900.00	$8,700.00	$0.00	3	0	$8,700.00	$0.00	$8,700.00
35	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH	2		$2,500.00	$5,000.00	$0.00	1	0	$2,500.00	$0.00	$2,500.00
36	2503-0114212	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	LF	56.0		$135.00	$7,560.00	$0.00	36.0	0.0	$4,860.00	$0.00	$4,860.00
37	2503-0114215	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	LF	502.0		$130.00	$65,260.00	$0.00	268.0	0.0	$34,840.00	$0.00	$34,840.00
38	2503-0114218	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	LF	141.0		$160.00	$22,560.00	$0.00	132.0	0.0	$21,120.00	$0.00	$21,120.00
39	2503-0114224	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	LF	247.0		$165.00	$40,755.00	$0.00	159.0	0.0	$26,235.00	$0.00	$26,235.00
40	2503-0114230	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 30"	LF	459.0		$135.00	$61,965.00	$0.00	459.0	0.0	$61,965.00	$0.00	$61,965.00
41	2503-0114236	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 36"	LF	464.0		$170.00	$78,880.00	$0.00	464.0	0.0	$78,880.00	$0.00	$78,880.00
42	2503-0114242	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 42"	LF	323.0		$185.00	$59,755.00	$0.00	329.0	0.0	$60,865.00	$0.00	$60,865.00
43	2503-0114248	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 48"	LF	642.0		$215.00	$138,030.00	$0.00	642.0	0.0	$138,030.00	$0.00	$138,030.00
44	2503-0200036	REMOVE STORM SEWER LESS THAN OR EQUAL TO 36 IN	LF	1,576		$40.00	$63,040.00	$0.00	1642	0	$65,660.00	$0.00	$65,660.00
45	2503-0200341	STORM SEWER ABONDONMENT, FILL & PLUG, LESS THAN OR EQUAL TO 36 IN	LF	2,358		$35.00	$82,530.00	$0.00	51	0	$1,785.00	$0.00	$1,785.00
46	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN	LF	140.0		$75.00	$10,500.00	$0.00	178.0	0.0	$13,350.00	$0.00	$13,350.00
47	2504-0200404	SANITARY SEWER SERVICE STUB, PVC, 4 IN	LF	556		$70.00	$38,920.00	$0.00	126	0	$8,820.00	$0.00	$8,820.00
48	2504-0200406	SANITARY SEWER SERVICE STUB, PVC, 6 IN	LF	170		$75.00	$12,750.00	$0.00	320	0	$24,000.00	$0.00	$24,000.00
49	2504-0240036	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN	LF	195		$35.00	$6,825.00	$0.00	265	0	$9,275.00	$0.00	$9,275.00
50	2504-0240236	SANITARY SEWER ABONDONMENT, FILL & PLUG, LESS THAN TO EQUAL TO 36 IN	LF	672		$15.00	$10,080.00	$0.00	0	0	$0.00	$0.00	$0.00
51	2510-6745850	REMOVAL OF PAVEMENT	SY	20126.0		$2.00	$40,252.00	$0.00	8408.8	0.0	$16,817.68	$0.00	$16,817.68
52	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	45.0		$1,250.00	$56,250.00	$0.00	34.0	0.0	$42,500.00	$0.00	$42,500.00
53	2511-6745900	REMOVAL OF SIDEWALK	SY	4446.0		$3.00	$13,338.00	$0.00	1994.9	0.0	$5,984.64	$0.00	$5,984.64
54	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN	SY	1146.0	286.0	$37.00	$42,402.00	$10,582.00	1075.1	0.0	$39,778.70	$0.00	$39,778.70
55	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN	SY	2005.0	500.0	$40.00	$80,200.00	$20,000.00	212.5	0.0	$8,500.00	$0.00	$8,500.00
56	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN	SY	394.0	99.0	$44.00	$17,336.00	$4,356.00	322.6	0.0	$14,192.20	$0.00	$14,192.20
57	2511-7528101	DETECTABLE WARNINGS	SF	452	113	$46.00	$20,792.00	$5,198.00	252	0	$11,592.00	$0.00	$11,592.00
58	2512-1750006	CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN	LF	148.0		$36.00	$5,328.00	$0.00	32.0	0.0	$1,152.00	$0.00	$1,152.00
59	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN	SY	322.0	80.0	$44.00	$14,168.00	$3,520.00	424.5	0.0	$18,678.00	$0.00	$18,678.00
60	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN	SY	1,694.0	424.0	$47.00	$79,618.00	$19,928.00	693.7	0.0	$32,603.90	$0.00	$32,603.90
61	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	2,904.0		$3.00	$8,712.00	$0.00	1023.6	0.0	$3,070.80	$0.00	$3,070.80
62	2516-8625000	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	79.0		$450.00	$35,550.00	$0.00	53.1	0.0	$23,895.00	$0.00	$23,895.00
63	2519-1002048	FENCE, CHAIN LINK, 48 IN HEIGHT	LF	88.0		$50.00	$4,400.00	$0.00	88.0	0.0	$4,400.00	$0.00	$4,400.00
64	2519-4200120	REMOVAL OF FENCE, CHAIN LINK	LF	114.0		$24.00	$2,736.00	$0.00	125.0	0.0	$3,000.00	$0.00	$3,000.00
65	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	52		$250.00	$13,000.00	$0.00	0	0	$0.00	$0.00	$0.00
66	2524-6765110	REMOVAL OF TYPE A SIGN	EACH	1		$200.00	$200.00	$0.00	0	0	$0.00	$0.00	$0.00
67	2524-9275100	WOOD POSTS FOR TYPE A SIGNS, 4 IN X 4IN	LF	352.0		$15.00	$5,280.00	$0.00	0.0	0.0	$0.00	$0.00	$0.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
68	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	13		$50.00	$650.00	$0.00	0	0	$0.00	$0.00	$0.00
69	2525-0000100	TRAFFIC SIGNALIZATION	LS		1.00	$315,000.00	$0.00	$315,000.00	0.00	0.08	$0.00	$24,885.00	$24,885.00
70	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	143.60		$40.00	$5,744.00	$0.00	131.31	0.00	$5,252.40	$0.00	$5,252.40
71	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	106.10	26.50	$80.00	$8,488.00	$2,120.00	17.21	0.00	$1,376.80	$0.00	$1,376.80
72	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	104.30		$120.00	$12,516.00	$0.00	17.47	0.00	$2,096.40	$0.00	$2,096.40
73	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	9		$80.00	$720.00	$0.00	20	0	$1,600.00	$0.00	$1,600.00
74	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	14	12	$130.00	$1,820.00	$1,560.00	3	0	$390.00	$0.00	$390.00
75	2527-9263152	PRE-CUT SYMBOLS AND LEGENDS, REGULAR MARKING TAPE	EACH	8		$250.00	$2,000.00	$0.00	0	0	$0.00	$0.00	$0.00
76	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	158.00		$30.00	$4,740.00	$0.00	54.70	0.00	$1,641.00	$0.00	$1,641.00
77	2527-9263190	SYMBOLS AND LEGENDS REMOVED	EACH	14		$100.00	$1,400.00	$0.00	0	0	$0.00	$0.00	$0.00
78	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	106.1	26.5	$41.00	$4,350.10	$1,086.50	17.21	0.00	$705.61	$0.00	$705.61
79	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	14	12	$100.00	$1,400.00	$1,200.00	3	0	$300.00	$0.00	$300.00
80	2528-2518000	SAFETY CLOSURE	EACH	44		$200.00	$8,800.00	$0.00	25	0	$5,000.00	$0.00	$5,000.00
81	2528-5160000	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 16, 2021	LS	1.00		$60,000.00	$60,000.00	$0.00	1.00	0.00	$60,000.00	$0.00	$60,000.00
82	2528-5160000	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY SEPTEMBER 24, 2022	LS	1.00		$50,000.00	$50,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
83	2528-8445110	TRAFFIC CONTROL	LS	1.00		$59,550.00	$59,550.00	$0.00	0.50	0.00	$29,775.00	$0.00	$29,775.00
84	2528-8445113	FLAGGERS	EACH	100.0		$605.00	$60,500.00	$0.00	6.0	0.0	$3,630.00	$0.00	$3,630.00
85	2528-9109020	TEMPORARY LANE SEPARATOR SYSTEM	LF	1,511		$12.00	$18,132.00	$0.00	348	0	$4,176.00	$0.00	$4,176.00
86	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70		$100.00	$7,000.00	$0.00	13	0	$1,300.00	$0.00	$1,300.00
87	2533-4980005	MOBILIZATION	LS	1.00		$85,000.00	$85,000.00	$0.00	1.00	0.00	$85,000.00	$0.00	$85,000.00
88	2554-0114004	WATER MAIN, TRENCHED, PVC, 4 IN	LF	102		$150.00	$15,300.00	$0.00	58	0	$8,700.00	$0.00	$8,700.00
89	2554-0114008	WATER MAIN, TRENCHED, PVC, 8 IN	LF	868		$90.00	$78,120.00	$0.00	733	0	$65,970.00	$0.00	$65,970.00
90	2554-0203000	FITTING BY WEIGHT, DUCTILE IRON	LB	942		$15.00	$14,130.00	$0.00	1707	0	$25,605.00	$0.00	$25,605.00
91	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 3/4 IN	LF	495		$35.00	$17,325.00	$0.00	664	0	$23,236.50	$0.00	$23,236.50
92	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 2 IN	LF	18		$100.00	$1,800.00	$0.00	0	0	$0.00	$0.00	$0.00
93	2554-0205300	WATER SERVICE CORPORATION, AS PER PLAN, 3/4 IN	EACH	13		$300.00	$3,900.00	$0.00	16	0	$4,800.00	$0.00	$4,800.00
94	2554-0205300	WATER SERVICE CORPORATION, AS PER PLAN, 2 IN	EACH	1		$600.00	$600.00	$0.00	0	0	$0.00	$0.00	$0.00
95	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 3/4 IN	EACH	13		$300.00	$3,900.00	$0.00	16	0	$4,800.00	$0.00	$4,800.00
96	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 2 IN	EACH	1		$700.00	$700.00	$0.00	0	0	$0.00	$0.00	$0.00
97	2554-0207004	VALVE, GATE, DIP, 4 IN	EACH	6		$1,100.00	$6,600.00	$0.00	5	0	$5,500.00	$0.00	$5,500.00
98	2554-0207008	VALVE, GATE, DIP, 8 IN	EACH	1		$1,700.00	$1,700.00	$0.00	2	0	$3,400.00	$0.00	$3,400.00
99	2554-0207012	VALVE, GATE, DIP, 12 IN	EACH	1		$2,800.00	$2,800.00	$0.00	0	0	$0.00	$0.00	$0.00
100	2554-0208008	TAPPING VALVE ASSEMBLY, 8 IN	EACH	6		$5,000.00	$30,000.00	$0.00	0	0	$0.00	$0.00	$0.00
101	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	11		$6,400.00	$70,400.00	$0.00	8	0	$51,200.00	$0.00	$51,200.00
102	2554-0212030	VALVE BOX REPLACEMENT	EACH	22		$700.00	$15,400.00	$0.00	0	0	$0.00	$0.00	$0.00
103	2555-0000010	DELIVER AND STOCKPILE SALVEGED MATERIALS	LS	1.00		$2,500.00	$2,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
104	2559-9999005	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	6		$1,200.00	$7,200.00	$0.00	3	0	$3,600.00	$0.00	$3,600.00
105	2559-9999005	ROCK INLET FILTER	EACH	41		$250.00	$10,250.00	$0.00	0	0	$0.00	$0.00	$0.00
106	2599-9999005	SUBDRAIN CLEANOUT, PER PLAN	EACH	26		$1,500.00	$39,000.00	$0.00	12	0	$18,000.00	$0.00	$18,000.00
107	2599-9999005	SUBDRAIN OUTLET INTO STRUCTURE	EACH	97		$300.00	$29,100.00	$0.00	56	0	$16,800.00	$0.00	$16,800.00
108	2559-9999005	WATER SERVICE STUB, TEMPORARY	EACH	14		$1,800.00	$25,200.00	$0.00	2	0	$3,600.00	$0.00	$3,600.00
109	2599-9999009	HANDRAIL	LF	15.0		$200.00	$3,000.00	$0.00	15.0	0.0	$3,000.00	$0.00	$3,000.00
110	2599-9999009	REMOVE WATER MAIN	LF	464.0		$30.00	$13,920.00	$0.00	0.0	0.0	$0.00	$0.00	$0.00
111	2599-9999009	STORM SEWER SERVICE STUB	LF	278.0		$50.00	$13,900.00	$0.00	206.0	0.0	$10,300.00	$0.00	$10,300.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
112	2599-9999009	SUBDRAIN, CORRUGATED PVC, TYPE 2, 8 IN	LF	6,439.0		$20.00	$128,780.00	$0.00	3248.5	0.0	$64,970.00	$0.00	$64,970.00
113	2599-9999009	WATER MAIN ABANDONMENT, FILL & PLUG	LF	154.0		$25.00	$3,850.00	$0.00	0.0	0.0	$0.00	$0.00	$0.00
114	2599-9999010	ADJUSTMENTS TO TRAFFIC SIGNALS	LS	1.00		$60,000.00	$60,000.00	$0.00	0.17	0.00	$10,200.00	$0.00	$10,200.00
115	2599-9999010	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		$17,500.00	$17,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
116	2599-9999010	REMOVE AND SALVAGE MONUMENT SIGN	LS	1.00		$1,000.00	$1,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
117	2599-9999010	WATER SERVICE WITH BLOWOFF	LS	1.00		$4,000.00	$4,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
118	2599-9999014	COMBINED CONCRETE STEPS AND RETAINING WALL	SF	85		$150.00	$12,750.00	$0.00	85	0	$12,750.00	$0.00	$12,750.00
119	2599-9999014	DETECTABLE WARNINGS, TEMPORARY SIDEWALKS	SF	78		$46.00	$3,588.00	$0.00	78	0	$3,588.00	$0.00	$3,588.00
120	2599-9999018	SPECIAL COMPACTION OF SUBGRADE, 6 IN	SY	14702.0	3390.0	$1.50	$22,053.00	$5,085.00	9372.4	0.0	$14,058.60	$0.00	$14,058.60
121	2599-9999018	SPECIAL COMPACTION OF SUBGRADE, 12 IN	SY	5593.0		$2.75	$15,380.75	$0.00	3113.8	0.0	$8,562.87	$0.00	$8,562.87
122	2599-9999018	TEMORARY GRANULAR SIDEWALK	SY	375.0		$20.00	$7,500.00	$0.00	106.7	0.0	$2,133.60	$0.00	$2,133.60
123	2601-2633100	MOWING	ACRE	5.0		$125.00	$625.00	$0.00	1.0	0.0	$125.00	$0.00	$125.00
124	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	8.0		$2,285.00	$18,280.00	$0.00	2.2	0.0	$5,095.55	$0.00	$5,095.55
125	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.5		$1,580.00	$2,370.00	$0.00	0.2	0.0	$316.00	$0.00	$316.00
126	2601-2642120	STABILIZING CROP- SEEDING AND FERTILIZING (URBAN)	ACRE	5.0		$550.00	$2,750.00	$0.00	1.8	0.0	$1,006.50	$0.00	$1,006.50
127	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN DIA.	LF	7152.0		$1.95	$13,946.40	$0.00	615.0	0.0	$1,199.25	$0.00	$1,199.25
128	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	7152.0		$0.25	$1,788.00	$0.00	132.0	0.0	$33.00	$0.00	$33.00
129	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		$95.00	$5,890.00	$0.00	33	0	$3,135.00	$0.00	$3,135.00
130	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		$20.00	$1,240.00	$0.00	0	0	$0.00	$0.00	$0.00
131	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		$20.00	$1,240.00	$0.00	33	0	$660.00	$0.00	$660.00
132	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	14		$500.00	$7,000.00	$0.00	7	0	$3,500.00	$0.00	$3,500.00
CHANGE ORDER 1													
8001	2554-0112008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN.	LF	138.0		$111.00	$15,318.00	$0.00	121.0	0	$13,431.00	$0.00	$13,431.00
8002	2599-9999010	DART BUS SHELTER, DEMOLITION & REMOVAL	LS	1.0		$2,000.00	$2,000.00	$0.00	1.0	0	$2,000.00	$0.00	$2,000.00
CHANGE ORDER 2													
8003	2559-9999005	SANITARY SEWER SERVICE STUB CONNECTION, PVC, 4 IN.	EACH	2.0		$665.00	$1,330.00	$0.00	2.0	0	$1,330.00	$0.00	$1,330.00
8004	2599-9999010	RELOCATE WATER MAIN (CHERRY ST), PVC, 8 IN.	LS	1.0		$1,800.00	$1,800.00	$0.00	1.0	0	$1,800.00	$0.00	$1,800.00
8005	2559-9999005	WATER SERVICE STUB, LIVE TAP, 3/4 IN.	EACH	2.0		$662.00	$1,324.00	$0.00	2.0	0	$1,324.00	$0.00	$1,324.00
8006	2599-9999010	RELOCATE EXISTING WATER SERVICE	LS	1.0		$1,800.00	$1,800.00	$0.00	1.0	0	$1,800.00	$0.00	$1,800.00
8007	2559-9999005	FIRE HYDRANT BARREL EXTENSION	EACH	1.0		$1,463.00	$1,463.00	$0.00	1.0	0	$1,463.00	$0.00	$1,463.00
8008	2599-9999009	STORM SEWER SERVICE STUB, PVC, 4 IN.	LF	21.0		$52.00	$1,092.00	$0.00	21.0	0	$1,092.00	$0.00	$1,092.00
8009	2599-9999014	SPECIAL BACKFILL FOR WATER MAIN, 2 IN. FOAM INSULATION	SF	64.0		$5.00	$320.00	$0.00	64.0	0	$320.00	$0.00	$320.00
						SUBTOTAL	**$4,567,947.25**	**$614,505.50**			**$2,739,432.05**	**$24,885.00**	**$2,764,317.05**

MATERIALS STORED SUMMARY

Description	# of Units		Total Units	Unit Price	Div. 1 Ext. Cost	Div. 2 Ext. Cost	Total Cost
	Div. 1	Div. 2					
CTI - Winter 2021 Steel Storage	1		1	$15,792.00	$15,792.00		$15,792.00
							$0.00
							$0.00
							$0.00
				SUBTOTAL	$15,792.00	$0.00	$15,792.00

PAY REQUEST SUMMARY

		Total Approved	Total Completed
Contract Price		$5,156,005.75	$2,764,317.05
Approved Change Order 1		$17,318.00	
Approved Change Order 2		$9,129.00	
Approved Change Order 3		$0.00	
Approved Change Order 4		$0.00	
Approved Change Order 5		$0.00	
Approved Change Order 6		$0.00	
Revised Contract Price		$5,182,452.75	$2,764,317.05
	Materials Stored		$15,792.00
	Retainage		$30,000.00
	Total Earned Less Retainage		$2,750,109.05
Total Previously Approved (list each)	Pay Request 1	$227,434.02	
	Pay Request 2	$147,190.27	
	Pay Request 3	$462,838.08	
	Pay Request 4	$502,416.35	
	Pay Request 5	$362,376.18	
	Pay Request 6	$739,745.36	
	Pay Request 7	$258,008.19	
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
		Total Previously Approved	$2,700,008.45
		Amount Due This Request	**$50,100.60**
		Percent Complete	53.3%
		Percent of Contract Period Utilized (2021 Working Days)	100.0%

The amount **$50,100.60** is recommended for approval for payment in accordance with the terms of the Contract.

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: ??

Finance

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the February 21, 2022 Accounts Payable. (Finance Committee: K. Walter-Ashby, Chp, K. Whiting, B. Bentz)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
AP Recap
AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
FEBRUARY 21, 2022

Fund		PAYMENTS
100	General Fund	$ 199,547.06
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	27,104.66
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	1,860.21
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	85,240.85
510	Water Fund	766,048.42
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	549,748.32
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	5,718.29
590	Golf Course Fund	3,046.20
600-699	Enterprise Project Funds	63,614.60
710	Revolving Fund	152,369.39
720	Risk Management Fund	9,363.79
730	Health Insurance Fund	95.94
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
896-998	Capital Projects Funds	220,071.32
	Sub Total	$ 2,083,829.05
	Payroll Totals	1,613,183.21
	Service Transfers/ACH Drafts	(181,982.26)
	Agenda Payments Approved Separately	(247,947.03)
	Grand Total	$ 3,267,082.97

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

David A. Jones 2/17/2022

City Manager Date

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 2/10/2022 THRU 2/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/21/2022			235660		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK:	TOTALS:	1	0.00	0.00	0.00
BANK:	TOTALS:	1	0.00	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/10/2022 THRU 2/23/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001844		A TECH INC-TCI							
	I-535868	CAMERA REPLACEMENTS - PW	E	2/23/2022	1,000.00		004344		
	I-536509	INSP/TEST/TAG - PW	E	2/23/2022	159.00		004344		1,159.00
					*** VENDOR TOTALS ***		1 CHECKS		1,159.00
008578		ACCESS TECHNOLOGIES INC							
	I-INV1133775	12/31/21-1/30/22 STATEMENT	R	2/21/2022	2,057.38		235586		2,057.38
					*** VENDOR TOTALS ***		1 CHECKS		2,057.38
000164		G & S HARDWARE INC							
	I-207601/2	SHOP SUPPLIES - PK MNT	R	2/21/2022	16.00		235587		16.00
					*** VENDOR TOTALS ***		1 CHECKS		16.00
008252		D H PACE COMPANY INC							
	I-SVC/56252	DOOR REPAIR - PW	R	2/21/2022	236.00		235588		236.00
					*** VENDOR TOTALS ***		1 CHECKS		236.00
000226		AIRGAS NORTH CENTRAL INC							
	I-9121760408	TIP CTNG/WLDG GRDE/CLNR - PW	R	2/21/2022	136.35		235589		
	I-9121954321	NZL/CLSR - PW	R	2/21/2022	51.86		235589		
	I-9122102946	WIRE MIG - PW	R	2/21/2022	347.34		235589		535.55
					*** VENDOR TOTALS ***		1 CHECKS		535.55
006994		ALLIANCE CONSTRUCTION GROUP LL							
	I-FY22 MNHLE REPLACE	FY22 MANHOLE BOXOUT - PW	R	2/21/2022	8,550.00		235590		8,550.00
					*** VENDOR TOTALS ***		1 CHECKS		8,550.00
009262		AMAZON CAPITAL SERVICES INC							
	C-1HD6-W1FW-W1NJ	CR: SWEATSHIRT - MU	E	2/23/2022	88.10CR		004372		
	C-1JNJ-LC6J-K31N	CR: SHUFFLEBOARD SPRAY-ACC	E	2/23/2022	74.67CR		004372		
	C-1M7Y-NCDK-H43K	CR:BANDAGES P&R	E	2/23/2022	9.85CR		004372		
	I-11VG-FYFH-1KYR	AIR HORN/BARSTOOL/LAMINT-P&R	E	2/23/2022	167.88		004372		
	I-17MN-P76N-W6T3	HAND SANITIZER/BNDGES-P&R	E	2/23/2022	45.85		004372		
	I-1C3D-WLRT-M41H	COMPUTATION PAD - PW	E	2/23/2022	77.15		004372		
	I-1DPY-KNCM-YTF9	BANDAGES - P&R	E	2/23/2022	38.97		004372		
	I-1J4K-FTT1-YFRY	INK CARTRIDGES/PRINTER - MU	E	2/23/2022	284.98		004372		
	I-1MMY-HRTJ-LNH1	FLASH DRIVES - PD	E	2/23/2022	160.00		004372		
	I-1PLR-DYDR-GTH9	PENS - P&R	E	2/23/2022	12.78		004372		
	I-1PWR-W7XC-6HTH	FLASHLIGHT - CD	E	2/23/2022	772.61		004372		
	I-1TRQ-YHK6-3TQ4	USB FOOT PEDAL/HEADSET - PW	E	2/23/2022	101.85		004372		
	I-1Y3W-QLVH-YT6Y	DATE STAMP - PW	E	2/23/2022	32.95		004372		1,522.40
					*** VENDOR TOTALS ***		1 CHECKS		1,522.40

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/10/2022 THRU 2/23/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010761		AMAZON.COM CORPORATE CREDIT							
	C-946553743498	CR: AMAZON REFUND	E	2/23/2022	1.94CR		004379		
	I-436446683993	RUMMIKUB/6 DECK AUTO CARD-KL	E	2/23/2022	64.92		004379		
	I-438333393798	MULTIMEDIA - KL	E	2/23/2022	29.97		004379		
	I-438638443569	MISC BOOKS - KL	E	2/23/2022	132.46		004379		
	I-447547938574	PENS/CUPS/CRDSTK/BALLS-KL	E	2/23/2022	142.21		004379		
	I-449593796685	MISC BOOKS - KL	E	2/23/2022	129.85		004379		
	I-455549883855	BOOK DISSCUSSION BOOKS - KL	E	2/23/2022	721.87		004379		
	I-464445843593	MULTIMEDIA - KL	E	2/23/2022	11.89		004379		
	I-465863739558	MULTIMEDIA - KL	E	2/23/2022	90.80		004379		
	I-466546498576	MULTIMEDIA - KL	E	2/23/2022	11.99		004379		
	I-467359399366	EXTERNAL BLURAY DVD DRIVE-KL	E	2/23/2022	93.95		004379		
	I-497445467877	MULTIMEDIA - KL	E	2/23/2022	25.72		004379		
	I-559797867744	MISC MULTIMEDIA - KL	E	2/23/2022	96.35		004379		
	I-563539779599	MULTIMEDIA - KL	E	2/23/2022	19.96		004379		
	I-584998766937	CHEF CRAFT 50 CNT CUPCAKE-KL	E	2/23/2022	2.99		004379		
	I-597976786549	SPECIAL EVENT SUPPLIES - KL	E	2/23/2022	16.97		004379		
	I-655634597857	SWISS MISS MARSHMALLOW-KL	E	2/23/2022	4.98		004379		
	I-666637588843	BOOKS - KL	E	2/23/2022	26.48		004379		
	I-666738637439	BOOKS - KL	E	2/23/2022	11.66		004379		
	I-683453545338	DIRECT THERMAL PRINTER- KL	E	2/23/2022	248.75		004379		
	I-696799654398	MISC MULTIMEDIA - KL	E	2/23/2022	37.78		004379		
	I-743699793688	MISC MULTIMEDIA - KL	E	2/23/2022	83.86		004379		
	I-764469778986	BOOK DISCUSSION BOOKS - KL	E	2/23/2022	353.60		004379		
	I-769375966746	NETUMSCAN HANDHELD USB-KL	E	2/23/2022	29.87		004379		
	I-788488694435	MULTIMEDIA - KL	E	2/23/2022	115.94		004379		
	I-798387466449	MISC BOOKS - KL	E	2/23/2022	736.04		004379		
	I-847989457344	MULTIMEDIA - KL	E	2/23/2022	50.98		004379		
	I-849856395897	RUBFAC BALLOONS - KL	E	2/23/2022	9.99		004379		
	I-854966385743	BOOKS -KL	E	2/23/2022	11.95		004379		
	I-873549689679	SPECIAL EVENT SUPPLIES-KL	E	2/23/2022	49.70		004379		
	I-879366798844	MISC MULTIMEDIA-KL	E	2/23/2022	78.90		004379		
	I-897966375748	BROOM / DUSTPAN -KL	E	2/23/2022	26.38		004379		
	I-93333978438	SCOTCH LAMINATING -KL	E	2/23/2022	28.78		004379		
	I-943794657577	MULTIMEDIA - KL	E	2/23/2022	32.07		004379		
	I-979694786758	HEADPHONE SPLITTER - KL	E	2/23/2022	12.78		004379		3,540.45
					*** VENDOR TOTALS ***		1 CHECKS		3,540.45
001439		AMERICAN MARKING INC							
	I-0026471	BACKPAINTED ACRYLIC - FD	R	2/21/2022	306.00		235591		306.00
					*** VENDOR TOTALS ***		1 CHECKS		306.00
000012		MILLENNIUM II CORPORATION							
	I-1039876	BLK CABLE TIE/I BEAM LEVEL-P&R	R	2/21/2022	22.18		235592		
	I-1040260	HILLMAN - KL	R	2/21/2022	1.62		235592		
	I-1040722	CONNECTORS/TAPE- AC	R	2/21/2022	15.30		235592		
	I-1040939	HILLMAN - PK MNT	R	2/21/2022	25.99		235592		
	I-1040973	W/D SILCN - OC PRO	R	2/21/2022	5.78		235592		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/10/2022 THRU 2/23/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-1040988	SINGLE CUT KEY -OEC	R	2/21/2022	9.60		235592		
	I-1041617	FLEX LIGHTER - KL	R	2/21/2022	10.20		235592		
	I-1041752	BATTERIES/PAINT/ADHSVE-PRSC	R	2/21/2022	39.13		235592		
	I-1042059	TAMP RES GFCI - FD	R	2/21/2022	25.08		235592		154.88
					*** VENDOR TOTALS ***		1 CHECKS		154.88
003319		MIDWEST SOLID WASTE							
	I-1160140	01/2022 LANDFILL/ROLL OFF FEES	R	2/21/2022	473.86		235593		473.86
					*** VENDOR TOTALS ***		1 CHECKS		473.86
004201		TSJM TOWING SERVICE LLC							
	I-22-44510	WINCHING FEE - PD	R	2/21/2022	50.00		235594		
	I-22-44932	TOW/HOOK FEE - PD	R	2/21/2022	85.00		235594		135.00
					*** VENDOR TOTALS ***		1 CHECKS		135.00
000057		ARNOLD MOTOR SUPPLY							
	I-15NV111094	TIRE CLEANER - STREETS	R	2/21/2022	65.99		235595		
	I-15NV112210	ANTI SEIZE LUBE-OC	R	2/21/2022	8.89		235595		
	I-15NV113097	TEE WRAP - PRSC	R	2/21/2022	67.58		235595		142.46
					*** VENDOR TOTALS ***		1 CHECKS		142.46
010069		AMANDA ARTHUR-STRUSS							
	I-02/24/2022CLASS	2/24/22 WATERCOLOR CLASS	R	2/21/2022	200.00		235596		200.00
					*** VENDOR TOTALS ***		1 CHECKS		200.00
002625		PHILIP L ASCHEMAN PHD							
	I-2/08/2022	PSYCH EVALS - FD	R	2/21/2022	215.00		235597		215.00
					*** VENDOR TOTALS ***		1 CHECKS		215.00
008024		AUREON COMMUNICATIONS LLC							
	I-02/2022	02/01/22-02/28/22 STATEMENT	E	2/23/2022	964.45		004370		964.45
					*** VENDOR TOTALS ***		1 CHECKS		964.45
005865		TASER INTERNATIONAL INC							
	I-INUS053126	100 TASER CARTRIDGES - PD	R	2/21/2022	3,331.00		235598		3,331.00
					*** VENDOR TOTALS ***		1 CHECKS		3,331.00
000067		BAKER & TAYLOR INC							
	I-2036499158	BOOKS -KL	E	2/23/2022	1,628.30		004329		
	I-2036506237	BOOKS - KL	E	2/23/2022	310.54		004329		
	I-2036511120	BOOKS - KL	E	2/23/2022	253.46		004329		
	I-2036511232	BOOKS - KL	E	2/23/2022	402.74		004329		
	I-2036518381	MISC BOOKS - KL	E	2/23/2022	463.17		004329		
	I-H60058210	MULTIMEDIA - KL	E	2/23/2022	24.46		004329		
	I-H60089630	MISC MULTIMEDIA -KL	E	2/23/2022	48.98		004329		3,131.65
					*** VENDOR TOTALS ***		1 CHECKS		3,131.65

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/10/2022 THRU 2/23/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000905		DAVID J BILLINGS							
	I-01/24/22-01/26/22	1/24-26 MEAL REIMBURSEMENTS	E	2/23/2022	218.36		004382		218.36
					*** VENDOR TOTALS ***		1 CHECKS		218.36
005950		BLACKSTONE AUDIO INC							
	I-2021296	MULTIMEDIA/SHELF SVCS -KL	R	2/21/2022	33.95		235599		
	I-2022593	MULTIMEDIA/SHELF SVCS-KL	R	2/21/2022	41.49		235599		
	I-2022813	MULTIMEDIA/SHELF SVCS-KL	R	2/21/2022	52.34		235599		
	I-2023180	MULTIMEDIA/SHELF SVCS-KL	R	2/21/2022	581.14		235599		708.92
					*** VENDOR TOTALS ***		1 CHECKS		708.92
001610		TAYLOR BLAZEK							
	I-2/1/2022	BOOTS REIMBURSEMENT	R	2/21/2022	140.00		235600		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
002958		BLUE VALLEY PUBLIC SAFETY							
	I-16200	NEW STORM SIREN	E	2/23/2022	27,145.86		004352		27,145.86
					*** VENDOR TOTALS ***		1 CHECKS		27,145.86
007515		EFFLUENT INC							
	I-I4923	01/01/22-01/31/22 RENTALS-PKS	R	2/21/2022	77.00		235601		77.00
					*** VENDOR TOTALS ***		1 CHECKS		77.00
008100		BOMGAARS SUPPLY INC							
	I-7974750	SAFETY VEST/JEANS - ENGINEERNG	R	2/21/2022	66.98		235602		66.98
					*** VENDOR TOTALS ***		1 CHECKS		66.98
009487		BOOT BARN INC							
	I-INV00148464	BOOTS - JD ALDRIGE	E	2/23/2022	127.40		004374		127.40
					*** VENDOR TOTALS ***		1 CHECKS		127.40
005174		BOUND TREE MEDICAL LLC							
	I-84301437	AED - PW	R	2/21/2022	1,589.74		235603		
	I-84376285	EMS SUPPLIES-FD	R	2/21/2022	40.58		235603		
	I-84378619	EMS SUPPLIES - FD	R	2/21/2022	746.20		235603		
	I-84380529	EMS SUPPLIES - FD	R	2/21/2022	105.00		235603		
	I-84380530	EMS SUPPLIES - FD	R	2/21/2022	39.00		235603		
	I-84380531	EMS SUPPLIES - FD	R	2/21/2022	64.80		235603		
	I-84382098	EMS SUPPLIES - FD	R	2/21/2022	84.50		235603		
	I-84382099	EMS SUPPLIES -FD	R	2/21/2022	8,931.60		235603		
	I-84384210	EMS SUPPLIES	R	2/21/2022	1,240.96		235603		
	I-84384211	EMS SUPPLIES - FD	R	2/21/2022	986.85		235603		
	I-84384212	EMS SUPPLIES -FD	R	2/21/2022	1,151.60		235603		
	I-84386499	EMS SUPPLIES - FD	R	2/21/2022	913.98		235603		
	I-84386500	EMS SUPPLIES - FD	R	2/21/2022	644.88		235603		16,539.69
					*** VENDOR TOTALS ***		1 CHECKS		16,539.69

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000127		BRICK GENTRY PC							
	I-369358	1/25/2022 STATEMENT 224.016	R	2/21/2022	600.00		235604		
	I-369360	1/25/2022 STATEMENT 224.017	R	2/21/2022	75.00		235604		
	I-369362	01/25/2022 STATEMENT 224.091	R	2/21/2022	90.00		235604		
	I-369364	1/25/2022 STATEMENT 224.001	R	2/21/2022	2,670.00		235604		
	I-369365	1/25/2022 STATEMENT 224.012	R	2/21/2022	105.00		235604		
	I-369367	1/25/2022 STATEMENT 224.003	R	2/21/2022	420.00		235604		
	I-369370	1/25/2022 STATEMENT 224.014	R	2/21/2022	360.00		235604		4,320.00
					*** VENDOR TOTALS ***		1 CHECKS		4,320.00
009566		VARSITY BRANDS HOLDING CO., IN							
	C-915472957	CR: MEDICINE BALL RACK	R	2/21/2022	75.00CR		235605		
	I-915311611	BASKETBALLS - KL	R	2/21/2022	211.96		235605		136.96
					*** VENDOR TOTALS ***		1 CHECKS		136.96
008738		BULB GUY LIGHTING							
	I-16609	BULBS/LAMP/TUBES - PD	R	2/21/2022	729.80		235606		
	I-16624	BALLAST LAMPS - PD	R	2/21/2022	173.30		235606		903.10
					*** VENDOR TOTALS ***		1 CHECKS		903.10
000385		CAPITAL CITY EQUIPMENT CO							
	I-23252D	UNIT #234/214 FILTER	E	2/23/2022	112.94		004335		
	I-23322D	UNIT #214 GRAPPLE HOOK	E	2/23/2022	162.58		004335		275.52
					*** VENDOR TOTALS ***		1 CHECKS		275.52
000453		CARQUEST AUTO PARTS							
	I-2330-731381	TRAILER CONNECTOR - CG	R	2/21/2022	41.76		235607		
	I-2330-732480	UNIT #255 CABIN FILTER	R	2/21/2022	36.39		235607		
	I-2330-732702	UNIT #255 AIR FILTER	R	2/21/2022	36.39		235607		114.54
					*** VENDOR TOTALS ***		1 CHECKS		114.54
000426		CERTIFIED POWER INC							
	I-40512557	PLATE/CABLE/WING/LED - PW	R	2/21/2022	994.33		235608		
	I-40512722	BC FLG YK/U-JOINT - PW	R	2/21/2022	43.91		235608		1,038.24
					*** VENDOR TOTALS ***		1 CHECKS		1,038.24
010935		CF INVESTORS,LLC							
	I-02/2022TEMP ESMNT	02/2022 TEMPORARY EASEMENT	R	2/21/2022	2,220.00		235609		2,220.00
					*** VENDOR TOTALS ***		1 CHECKS		2,220.00
001294		CENTRAL IOWA EMS DIRECTORS							
	I-DAC-15582	3/17-3/18/22 AIRWAY COURSE	R	2/21/2022	150.00		235610		
	I-DAC-15890	3/17-3/18/22 AIRWAY COURSE	R	2/21/2022	150.00		235610		
	I-DAC-15906	3/17-3/18/22 AIRWAY COURSE	R	2/21/2022	150.00		235610		
	I-DAC-15917	3/18-3/18/22 AIRWAY COURSE	R	2/21/2022	150.00		235610		600.00
					*** VENDOR TOTALS ***		1 CHECKS		600.00

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004002		CINTAS CORPORATION							
	I-4108009399	UNIFORM/RUG SVCS - STREETS	R	2/21/2022	364.00		235611		
	I-4108689551	1/25/2022 SERVICES - STREETS	R	2/21/2022	364.00		235611		
	I-4109341823	2/01/2022 SERVICES - STREETS	R	2/21/2022	364.00		235611		
	I-4109341837	2/01/2022 SERVICES - WATER	R	2/21/2022	199.15		235611		
	I-4109624994	RUGS/RAGS/MOPS/UNIFORMS-OCM	R	2/21/2022	36.20		235611		
	I-4110068160	MATS - CH	R	2/21/2022	25.94		235611		
	I-4110068312	2/08/22 SVCS - PSB	R	2/21/2022	27.31		235611		
	I-4110070429	MAT/UNIFORM RENTALS - PKS	R	2/21/2022	81.27		235611		
	I-4110070446	MAT RENTALS -LAKESIDE	R	2/21/2022	7.22		235611		1,469.09
					*** VENDOR TOTALS ***		1 CHECKS		1,469.09
002726		CITY OF DES MOINES TREASURY							
	I-123850	02/2022 WRA MONTHLY ALLCTN	R	2/21/2022	520,622.20		235612		520,622.20
					*** VENDOR TOTALS ***		1 CHECKS		520,622.20
002407		CIVIL DESIGN ADVANTAGE LLC							
	I-36169 #23	PAY 23-NW 18TH EXT WGL/SPRCE	E	2/23/2022	4,869.98		004349		4,869.98
					*** VENDOR TOTALS ***		1 CHECKS		4,869.98
002566		CONSTRUCTION & AGGREGATE							
	I-0349966-IN	HYDRANT ADAPTR/NPPL - MU	R	2/21/2022	90.00		235613		90.00
					*** VENDOR TOTALS ***		1 CHECKS		90.00
002559		CONSUMERS ENERGY							
	I-01/02/22-02/01/22	02/08/2022 STATEMENT	E	2/23/2022	2,409.39		004350		2,409.39
					*** VENDOR TOTALS ***		1 CHECKS		2,409.39
000595		CORE & MAIN LP							
	I-Q192802	6X12 & 4X12 - 1/2 REP - MU	R	2/21/2022	1,980.00		235614		1,980.00
					*** VENDOR TOTALS ***		1 CHECKS		1,980.00
008408		CRAMER AND ASSOCIATES, INC							
	I-PAY 6-HTT EXT	PAY 6-HTT EXT MAG TO ORALABOR	R	2/21/2022	129,442.74		235615		129,442.74
					*** VENDOR TOTALS ***		1 CHECKS		129,442.74
003533		5 TRAILS INC							
	I-17571	PLAQUE - P&R	R	2/21/2022	45.80		235616		45.80
					*** VENDOR TOTALS ***		1 CHECKS		45.80
001654		CUMMINS, INC							
	I-J4-2332	UNIT #120 THREADED PLUG	R	2/21/2022	14.17		235617		14.17
					*** VENDOR TOTALS ***		1 CHECKS		14.17

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001003		DANIELS FILTER SERVICE INC							
	I-103399	MERV 8 PLEATED - PW	R	2/21/2022	134.80		235618		
	I-103436	MERV 8 PLEATED - PW	R	2/21/2022	46.64		235618		
	I-103437	FILTERS - PW	R	2/21/2022	24.16		235618		205.60
					*** VENDOR TOTALS ***		1 CHECKS		205.60
003099		DELL MARKETING L P							
	I-10557614968	COMPUTER MONITOR - FD	R	2/21/2022	242.71		235619		
	I-10559228046	DELL MONITORS - IT	R	2/21/2022	970.84		235619		1,213.55
					*** VENDOR TOTALS ***		1 CHECKS		1,213.55
000605		DEMCO INC							
	I-7072651	JEWEL BOX / 2 RING ALBUM- KL	E	2/23/2022	337.28		004339		337.28
					*** VENDOR TOTALS ***		1 CHECKS		337.28
010341		DES MOINES DOOR, LLC							
	I-14564	OVERHEAD DOOR INSTALL - MU	R	2/21/2022	5,205.00		235620		5,205.00
					*** VENDOR TOTALS ***		1 CHECKS		5,205.00
000843		THE DES MOINES REGISTER							
	I-0004391823	01/2022 LEGAL PUBLICATIONS	E	2/23/2022	2,931.26		004342		2,931.26
					*** VENDOR TOTALS ***		1 CHECKS		2,931.26
000700		DES MOINES STAMP MFG CO							
	I-1192904	HOTSTAMP NAMETAGS - PW	E	2/23/2022	445.50		004340		
	I-1195545	DATE STAMP W/ INK PADS - CH	E	2/23/2022	50.00		004340		495.50
					*** VENDOR TOTALS ***		1 CHECKS		495.50
000160		DES MOINES WATER WORKS							
	I-000131 1/28/2022	01/28/2022 STATEMENT	R	2/21/2022	2,425.00		235621		
	I-000156 1/28/2022	01/28/2022 STATEMENT	R	2/21/2022	40,677.31		235621		
	I-000186 1/28/2022	01/28/2022 STATEMENT	R	2/21/2022	1,470.00		235621		
	I-005039 1/28/2022	01/28/2022 STATEMENT	R	2/21/2022	208,756.59		235621		
	I-005040 1/27/2022	01/27/2022 STATEMENT	R	2/21/2022	141,074.61		235621		
	I-084542 1/27/2022	01/27/2022 STATEMENT	R	2/21/2022	75.00		235621		
	I-084793 1/27/2022	01/27/2022 STATEMENT	R	2/21/2022	75,136.06		235621		
	I-099890 1/27/2022	01/27/2022 STATEMENT	R	2/21/2022	136,861.56		235621		
	I-101656 1/27/2022	01/27/2022 STATEMENT	R	2/21/2022	75,146.27		235621		681,622.40
					*** VENDOR TOTALS ***		1 CHECKS		681,622.40
001327		GL ANKENY LLC							
	I-DOCS258038	UNIT #928 ORING/FLTR/OIL REPAR	R	2/21/2022	21.07		235622		21.07
					*** VENDOR TOTALS ***		1 CHECKS		21.07

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000161		DEWEY FORD INC							
	C-510326	CR: FTCS938043 WARRANTY	R	2/21/2022	964.00CR		235623		
	I-579334 FOW	AMBULANCE AIR FILTER	R	2/21/2022	131.76		235623		
	I-579395 FOW	UNIT #271 MOTOR	R	2/21/2022	53.71		235623		
	I-580154 FOW	UNIT #113 HEATER HOSE	R	2/21/2022	45.13		235623		
	I-580249 FOW	UNIT #79 VALVE	R	2/21/2022	5.46		235623		
	I-FTCS956198	UNIT #116 REPAIRS	R	2/21/2022	2,242.36		235623		1,514.42
					*** VENDOR TOTALS ***		1 CHECKS		1,514.42
011001		BONNIE DIRKSEN							
	I-AFD19707	INSURANCE REFUND	R	2/21/2022	170.00		235624		170.00
					*** VENDOR TOTALS ***		1 CHECKS		170.00
000759		JAY EASON							
	I-2/8/2022	1/3-2/7/22 MILEAGE REIMBURSMNT	E	2/23/2022	18.08		004341		18.08
					*** VENDOR TOTALS ***		1 CHECKS		18.08
005340		ELDER CORPORATION							
	I-PAY 3-2021SYLRCRK	PAY 3-2021 SAYLOR CRK REPAIRS	R	2/21/2022	7,576.48		235625		7,576.48
005340		ELDER CORPORATION							
	I-RTNG-2021 SYLRCRK	RTNG-2021 SAYLOR CRK REPAIRS	R	2/21/2022	7,118.17		235626		7,118.17
					*** VENDOR TOTALS ***		2 CHECKS		14,694.65
005478		EXCEL MECHANICAL COMPANY INC							
	I-149713	MAINT FACILITY REPAIRS - PW	E	2/23/2022	592.87		004361		
	I-149932	SEMI ANNUAL INSPECTION-PW	E	2/23/2022	1,331.50		004361		
	I-150662	RADIANT HEATER REPLACE - PW	E	2/23/2022	1,047.46		004361		
	I-150909	COMPRESSOR REPAIRS FS#3	E	2/23/2022	176.00		004361		
	I-150910	SNOW MELT SYSTEM REPAIR - PD	E	2/23/2022	220.00		004361		
	I-150911	ROOM HUMIDITY ALARMS - PD	E	2/23/2022	264.00		004361		3,631.83
					*** VENDOR TOTALS ***		1 CHECKS		3,631.83
002285		FASTENAL COMPANY							
	I-IADES410925	EARPLUGS/GLASSES - STREETS	E	2/23/2022	301.54		004347		
	I-IADES411376	ZINC HEX LAG SCREWS - TRAFFIC	E	2/23/2022	419.10		004347		
	I-IADES411540	BOLT FOR PRAC	E	2/23/2022	59.63		004347		
	I-IADES411558	HIT PIN/DETENT PIN - PW	E	2/23/2022	99.76		004347		880.03
					*** VENDOR TOTALS ***		1 CHECKS		880.03
005631		FBI-LEEDA							
	I-42380051-22	2022 ANNUAL DUES - SCHAFFER	R	2/21/2022	50.00		235627		
	I-42381412-22	2022 ANNUAL DUES - ECHER	R	2/21/2022	50.00		235627		100.00
					*** VENDOR TOTALS ***		1 CHECKS		100.00

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008142		TRACI L FERGUSON							
	I-02/2022 COOKIES	COOKIE DECORATING CLASS	R	2/21/2022	720.00		235628		720.00
					*** VENDOR TOTALS ***		1 CHECKS		720.00
011234		FIRE SERVICE TRAINING BUREAU							
	I-221001	DOP -JACK MAGNUSSEN	R	2/21/2022	50.00		235629		50.00
					*** VENDOR TOTALS ***		1 CHECKS		50.00
007648		DAIOHS USA INC							
	I-591943	COFFEE SERVICES - PW	E	2/23/2022	110.96		004369		
	I-593748	COFFEE SERVICES - CH	E	2/23/2022	86.50		004369		197.46
					*** VENDOR TOTALS ***		1 CHECKS		197.46
010286		AT&T MOBILITY II LLC							
	I-01272022 FD	12/20/21-1/19/22 STATEMENT-FD	R	2/21/2022	1,131.79		235630		
	I-01272022 PD	12/20/21-1/19/22 STATEMENT-PD	R	2/21/2022	1,451.45		235630		2,583.24
					*** VENDOR TOTALS ***		1 CHECKS		2,583.24
010975		FORSELLES II PARTNERS LLC							
	I-02/2022 LAND IMP	02/2022 LAND IMPROVEMENTS	R	2/21/2022	30.00		235631		
	I-02/2022TEMP ESMT	02/2022 TEMPORARY EASEMENT	R	2/21/2022	3,050.00		235631		3,080.00
					*** VENDOR TOTALS ***		1 CHECKS		3,080.00
005576		FOX ENGINEERING ASSOCIATES INC							
	I-0180349 #10	PAY 10-ANKENY ASR	E	2/23/2022	20,190.20		004362		20,190.20
					*** VENDOR TOTALS ***		1 CHECKS		20,190.20
000211		GALE							
	I-77099888	JANUARY AMISH FICTION 3 PLAN	E	2/23/2022	70.47		004330		
	I-77100052	JAN THRILLER ADVNTR SUSPNSE3	E	2/23/2022	77.22		004330		
	I-77100058	JANUARY CLEAN READS 3 PLAN	E	2/23/2022	70.47		004330		
	I-77100243	JANUARY HISTORY FACT/FCTN2PLN	E	2/23/2022	50.98		004330		
	I-77197161	FEB 5 STAR WESTERN 2 PLAN	E	2/23/2022	38.92		004330		
	I-77197279	FEB BIOGRAPHY 2 PLAN - KL	E	2/23/2022	50.23		004330		
	I-77197887	FEB CHRISTIAN FICTION 4 PLAN	E	2/23/2022	71.97		004330		
	I-77198101	FEB CHRISTIAN ROMANCE 3 PLAN	E	2/23/2022	69.72		004330		499.98
					*** VENDOR TOTALS ***		1 CHECKS		499.98
003712		GALLS, LLC							
	I-020162111	CAP/HAT - PD	R	2/21/2022	57.30		235632		
	I-020226149	UNIFORMS - PD	R	2/21/2022	60.82		235632		
	I-020226150	UNIFORMS - PD	R	2/21/2022	121.64		235632		
	I-020246243	3 RAISED HORN ENAMELED INS-FD	R	2/21/2022	58.31		235632		
	I-020266374	HAT BADGES - PD	R	2/21/2022	810.00		235632		
	I-020273454	JACKET - PD	R	2/21/2022	260.00		235632		
	I-020273483	NAMEPLATE - PD	R	2/21/2022	40.98		235632		
	I-020283688	LONG SLEEVE POLO-AW FD	R	2/21/2022	175.00		235632		
	I-020329862	SKULL CAP/HAT - PD	R	2/21/2022	57.30		235632		

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	I-020335361	SPRAY CASE - PD	R	2/21/2022	249.00		235632		
	I-020339639	BADGE/STATE SEAL - PD	R	2/21/2022	135.00		235632		2,025.35
					*** VENDOR TOTALS ***		1 CHECKS		2,025.35
000227		GRAINGER							
	I-9199846297	PRESSURE GAUGE - AC	E	2/23/2022	177.24		004331		
	I-9199859969	OIL-BASED LIQUID/SPILL KIT-SW	E	2/23/2022	379.96		004331		
	I-9203674370	PRESSURE GAUGE -PRAC	E	2/23/2022	88.62		004331		
	I-9206903867	LOW ARC CHROME BRASS-OC PRO	E	2/23/2022	113.90		004331		759.72
					*** VENDOR TOTALS ***		1 CHECKS		759.72
010263		GREENLAND HOMES INC							
	I-21-7824-ALT	BUILDING PERMIT REIMBURSEMENT	R	2/21/2022	208.80		235633		208.80
					*** VENDOR TOTALS ***		1 CHECKS		208.80
011307		GREENSTATE CREDIT UNION							
	I-02/2022 PERM ESMT	02/2022 PERMANENT EASEMENT	R	2/21/2022	3,910.00		235634		
	I-02/2022 TEMP ESMT	02/2022 TEMPORARY EASEMENT	R	2/21/2022	1,790.00		235634		5,700.00
					*** VENDOR TOTALS ***		1 CHECKS		5,700.00
000252		GRIMES ASPHALT AND PAVING CORP							
	I-21835	2/04/22 COLD MIX	R	2/21/2022	2,584.20		235635		2,584.20
					*** VENDOR TOTALS ***		1 CHECKS		2,584.20
009268		BROCK DANA GRUBBS							
	I-1/02-1/15/22 SNOW	1/02-1/15/22 SR SNOW REMOVAL	R	2/21/2022	1,278.00		235636		1,278.00
					*** VENDOR TOTALS ***		1 CHECKS		1,278.00
005159		JOHN GUZMAN III							
	I-01/20/22-01/21/22	01/20-21/22 MILEAGE RMBSMNT	R	2/21/2022	63.18		235637		63.18
					*** VENDOR TOTALS ***		1 CHECKS		63.18
005993		HANDLEY LAW FIRM							
	I-02/10/2022	JANUARY 2022 SERVICES - PD	E	2/23/2022	9,370.00		004364		9,370.00
					*** VENDOR TOTALS ***		1 CHECKS		9,370.00
011007		HARVESTER LAND HOLDINGS LLC							
	I-02/2022 PERM ESMT	02/2022 PERMANENT EASEMENT	R	2/21/2022	5,240.00		235638		
	I-02/2022 TEMP ESMT	02/2022 TEMPORARY EASEMENT	R	2/21/2022	600.00		235638		5,840.00
					*** VENDOR TOTALS ***		1 CHECKS		5,840.00
001815		HAWKEYE TRUCK EQUIPMENT							
	I-152160	#609 SNOW PLOW	R	2/21/2022	1,617.00		235639		
	I-152301	SPRING PIN KIT/STAND LEG - PW	R	2/21/2022	66.00		235639		1,683.00
					*** VENDOR TOTALS ***		1 CHECKS		1,683.00

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003452		HDR ENGINEERING INC							
	I-1200405633	MODELING FOR ASR - MU	R	2/21/2022	2,321.00		235640		2,321.00
					*** VENDOR TOTALS ***		1 CHECKS		2,321.00
002773		HERC-U-LIFT							
	I-S0118532	BLADE - PW	E	2/23/2022	66.80		004351		66.80
					*** VENDOR TOTALS ***		1 CHECKS		66.80
010211		HONEYBEAR LLC							
	I-02/2022 CLASSES	02/22 ART CAMP	R	2/21/2022	280.00		235641		280.00
					*** VENDOR TOTALS ***		1 CHECKS		280.00
003098		HOTSY CLEANING SYSTEMS IN							
	I-0204656-IN	GASKET/PUMP COUPLING - STREETS	E	2/23/2022	96.14		004353		
	I-0205129-IN	SWIVEL BRASS - PW	E	2/23/2022	57.18		004353		153.32
					*** VENDOR TOTALS ***		1 CHECKS		153.32
011131		STEVEN J HOUGHTON							
	I-02/2022 TEMP ESMT	02/2022 TEMPORARY EASEMENT	R	2/21/2022	595.00		235642		595.00
					*** VENDOR TOTALS ***		1 CHECKS		595.00
004386		HOUSBY HEAVY EQUIPMENT LLC							
	I-P33849	UNIT #241 WIPER BLADE	E	2/23/2022	94.46		004356		
	I-W12536	UNIT #663 VOLVO 50 LOADER	E	2/23/2022	805.90		004356		900.36
					*** VENDOR TOTALS ***		1 CHECKS		900.36
009424		DENISE HOY							
	I-02/09/2022 MILEAGE	02/2022 MILEAGE	E	2/23/2022	25.27		004389		25.27
					*** VENDOR TOTALS ***		1 CHECKS		25.27
009027		HUMANA HEALTH CARE PLANS							
	I-AFD24226	CLAIM REIMBURSEMENT	R	2/21/2022	785.83		235643		785.83
					*** VENDOR TOTALS ***		1 CHECKS		785.83
003165		HUSKY INC							
	I-S3-1819575	LEAF SPRING/NUT/WSHR/PIN - CG	R	2/21/2022	445.07		235644		445.07
					*** VENDOR TOTALS ***		1 CHECKS		445.07
000263		INLAND TRUCK PARTS							
	I-IN-1065077	UNIT #120 REPAIRS	E	2/23/2022	1,669.29		004332		1,669.29
					*** VENDOR TOTALS ***		1 CHECKS		1,669.29
000266		INTERSTATE BATTERY SYSTEM							
	I-40207272	BATTERIES - CG	E	2/23/2022	263.90		004333		
	I-709881	UNIT #247 BATTERY	E	2/23/2022	99.95		004333		363.85
					*** VENDOR TOTALS ***		1 CHECKS		363.85

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002623		INTERSTATE INDUSTRIAL INSTRUME							
	I-218784	WARRANTY REPAIRS - MU	R	2/21/2022	13.35		235645		13.35
					*** VENDOR TOTALS ***		1 CHECKS		13.35
009620		IOWA DEPARTMENT OF HUMAN SERVI							
	I-03 2022	MARCH 2022 STATE SHARE GEMT	E	2/23/2022	12,906.42		004376		12,906.42
					*** VENDOR TOTALS ***		1 CHECKS		12,906.42
006810		IOWA HISTORY JOURNAL							
	I-FY22 RENEWAL	FY22 IA HISTORY JOURNL RNWL-KL	R	2/21/2022	18.95		235646		18.95
					*** VENDOR TOTALS ***		1 CHECKS		18.95
007091		IOWA LAW ENFORCEMENT ACADEMY							
	I-320165	LVL 1 TRAINING - HASSETT/SMITH	R	2/21/2022	14,200.00		235647		14,200.00
					*** VENDOR TOTALS ***		1 CHECKS		14,200.00
003226		IOWA ONE CALL							
	I-238349	12/31/2021 FTP - MU	E	2/23/2022	3,710.70		004354		
	I-238627	12/31/2021 EMAIL - TRFC	E	2/23/2022	103.50		004354		3,814.20
					*** VENDOR TOTALS ***		1 CHECKS		3,814.20
006336		IOWA TRANSIT INC							
	I-32911	HUBS - PW	R	2/21/2022	289.00		235648		289.00
					*** VENDOR TOTALS ***		1 CHECKS		289.00
005535		JETCO INC							
	I-16854	SCADA SOFTWARE UPGRADE-MU	R	2/21/2022	4,446.00		235649		4,446.00
					*** VENDOR TOTALS ***		1 CHECKS		4,446.00
000292		KARL CHEVROLET INC							
	I-02/11/2022	2022 CHEVY EQUINOX - FD	R	2/21/2022	22,385.90		235650		
	I-700919 CVW	UNIT #99 CAP	R	2/21/2022	6.11		235650		22,392.01
					*** VENDOR TOTALS ***		1 CHECKS		22,392.01
000065		RENEWABLE ENERGY GROUP INC							
	I-566615	12/21/21 DIESEL DYED/87E10	E	2/23/2022	18,667.41		004328		
	I-566716	1/3/22 DIESEL DYED/87E10	E	2/23/2022	18,606.98		004328		
	I-566806	1/11/22 DIESEL DYED/87E10	E	2/23/2022	18,971.75		004328		
	I-566872	1/20/22 DIESEL DYED	E	2/23/2022	20,141.76		004328		
	I-566928	1/25/22 DIESEL DYED/87E10	E	2/23/2022	20,043.16		004328		
	I-566971	1/31/22 DIESEL DYED/87E10	E	2/23/2022	20,963.34		004328		
	I-567068	2/07/22 DIESEL DYED/87E10	E	2/23/2022	21,530.00		004328		
	I-87814	12/15/21 DIESEL DYED	E	2/23/2022	479.30		004328		139,403.70
					*** VENDOR TOTALS ***		1 CHECKS		139,403.70

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000581		MIDWEST MOTOR SUPPLY CO INC							
	I-9568131	HOSE CLAMPS/FACESEAL - CG	E	2/23/2022	146.97		004338		
	I-9585123	DUAL CLAMP TIE - CG	E	2/23/2022	103.92		004338		250.89
					*** VENDOR TOTALS ***		1 CHECKS		250.89
008587		KINZLER CONSTRUCTION SERVICES							
	I-2201616.0001	GARAGE DOOR OPENER-PK MNT	R	2/21/2022	316.50		235651		316.50
					*** VENDOR TOTALS ***		1 CHECKS		316.50
007837		DIANE KLEMME							
	I-02/09/2022 MILEAGE	2/9/22 MILEAGE	E	2/23/2022	25.27		004386		25.27
					*** VENDOR TOTALS ***		1 CHECKS		25.27
011301		KNIGHT ELECTRIC LLC							
	I-21-1273-ELE	ELECTRICAL PERMIT REIMBURSMNT	R	2/21/2022	80.00		235652		80.00
					*** VENDOR TOTALS ***		1 CHECKS		80.00
002368		LAWSON PRODUCTS INC							
	I-9309193830	SPLIT WIRE LOOM - CG	E	2/23/2022	10.44		004348		10.44
					*** VENDOR TOTALS ***		1 CHECKS		10.44
006804		MELINDA L LIFE							
	I-02/2021 FITNESS	02/2022 FITNESS REIMBRSMNT	R	2/21/2022	30.00		235653		30.00
					*** VENDOR TOTALS ***		1 CHECKS		30.00
000402		LINDE GAS & EQUIPMENT							
	I-68699378	12/20/21-1/20/22 RENTALS	R	2/21/2022	39.76		235654		39.76
					*** VENDOR TOTALS ***		1 CHECKS		39.76
003193		COLTON LIPPERT							
	I-01/20/22-01/21/22	01/20-1/21/22 MILEAGE	E	2/23/2022	76.64		004383		76.64
					*** VENDOR TOTALS ***		1 CHECKS		76.64
000285		LUBE-TECH & PARTNERS LLC							
	I-2818525	WINDSHIELD WASH/DRUM DEP - CG	R	2/21/2022	351.76		235655		
	I-2818716 A	OIL - CG	R	2/21/2022	1,360.12		235655		
	I-2818716 B	OIL - CG	R	2/21/2022	536.44		235655		2,248.32
					*** VENDOR TOTALS ***		1 CHECKS		2,248.32
009473		MACQUEEN EQUIPMENT, LLC							
	I-W03140	UNIT #209 CONTROLLER REPAIR	R	2/21/2022	93.00		235656		93.00
					*** VENDOR TOTALS ***		1 CHECKS		93.00

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001799		MARTIN MARIETTA AGGREGATE							
	I-34479888	1/21/22 1" CLEAN	R	2/21/2022	432.15		235657		
	I-34495432	1/25/22 1" CLEAN	R	2/21/2022	1,176.65		235657		
	I-34505796	1/26/22 1" CLEAN	R	2/21/2022	701.49		235657		2,310.29
					*** VENDOR TOTALS ***		1 CHECKS		2,310.29
002183		MCCLURE ENGINEERING CO							
	I-200478 #19	PAY 19-IRVNDLE DR WTR MN IMP	R	2/21/2022	5,835.00		235658		5,835.00
					*** VENDOR TOTALS ***		1 CHECKS		5,835.00
001864		MEDIX OCCUPATIONAL HEALTH SERV							
	I-23822	ANNUAL PHYSICALS - FD	E	2/23/2022	2,355.50		004345		2,355.50
					*** VENDOR TOTALS ***		1 CHECKS		2,355.50
004747		MENARDS							
	I-62167	EARMUFFS - PD	R	2/21/2022	46.99		235659		
	I-62484	HDLMP/TIPS/PEN LGHT/CAULK-PW	R	2/21/2022	191.67		235659		
	I-62604	FURRING /REBAR - FD	R	2/21/2022	152.68		235659		
	I-62615	WORK BENCH BLD SUPPLIES-PKS	R	2/21/2022	399.30		235659		
	I-62618	WORK BENCH SUPPLIES - PKS	R	2/21/2022	16.78		235659		
	I-62628	REAR TRIG NOZZLE - PW	R	2/21/2022	27.84		235659		
	I-62633	DUSTER/INOX - PW	R	2/21/2022	71.86		235659		
	I-62657	PAINT/LINERS/MISC - PRSC	R	2/21/2022	179.73		235659		
	I-62660	WORK BENCH SUPPLIES -PKS	R	2/21/2022	149.82		235659		
	I-62691 1/26/22	WIRE BRUSHES - PW	R	2/21/2022	25.47		235659		
	I-62734	SHOP SUPPLIES - PK MNT	R	2/21/2022	91.67		235659		
	I-62735 1/27/22	BULBS/LED LIGHTS - PD	R	2/21/2022	109.92		235659		
	I-62736	PAIL/BAGS/HNDL/PLIER/SAN - MU	R	2/21/2022	190.54		235659		
	I-62746	TOOLBOX/PANS/SPCRS-FD	R	2/21/2022	32.61		235659		
	I-62751	DOG PARK ICE MELT/SHOP SUPS-PK	R	2/21/2022	117.06		235659		
	I-62796	TRASH BAGS/ANT KILLER/TRAPS-MU	R	2/21/2022	17.63		235659		
	I-62798	WASHER/STRAP - KL	R	2/21/2022	18.06		235659		
	I-62885	GLASS BLENDER - FD	R	2/21/2022	42.69		235659		
	I-62913	WSHR/DRVR/BIT/HEX - KL	R	2/21/2022	22.16		235659		
	I-62915	LAKESIDE LIGHTS	R	2/21/2022	7.64		235659		
	I-62925 01/31/22	LAKESIDE LIGHTS	R	2/21/2022	9.99		235659		
	I-62944	CAT6 PATCH CABLE - TRAFFIC	R	2/21/2022	50.10		235659		
	I-62964	SHARPIES/PAINT - PKS	R	2/21/2022	21.40		235659		
	I-62977	STEELSTIK/KWIKWELD-PRSC	R	2/21/2022	23.64		235659		
	I-62993	BULB/LED LIGHTS - PD	R	2/21/2022	29.98		235659		
	I-63013	DRIVER/DRILL/BIN/BLUEDEF - MU	R	2/21/2022	69.70		235659		
	I-63025	WALL MOUNT HOSE HANGER - PD	R	2/21/2022	4.99		235659		
	I-63034	DRILLBIT SET/DRIVE BIT SET-KL	R	2/21/2022	52.98		235659		
	I-63039	TAPE/JIGSAW/PRIMER/BLDE SET-PW	R	2/21/2022	34.87		235659		
	I-63059	BESTAIR ODOR FLTR-LAKESIDE	R	2/21/2022	62.94		235659		
	I-63061	GLASS SCRAPER/SCRAPER - PW	R	2/21/2022	10.93		235659		
	I-63068	TOOL KIT/CUTTERS - PW	R	2/21/2022	67.83		235659		
	I-63088	CLAMP/DRYER VENT - FD	R	2/21/2022	15.80		235659		

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	I-63090	VALVE/ELBOW/ADAPT/CPLING - PD	R	2/21/2022	63.46		235659		
	I-63108	PAINT SUPPLIES - PRSC	R	2/21/2022	110.81		235659		
	I-63112	CLEAN/PAINT/DISC/BRUSHSET-PW	R	2/21/2022	88.62		235659		
	I-63113	GARDEN SUPPLIES - PKS	R	2/21/2022	100.50		235659		
	I-63123	USB CABLES - PKS	R	2/21/2022	33.98		235659		
	I-63124	CUP WHEEL - PD	R	2/21/2022	42.99		235659		2,807.63
					*** VENDOR TOTALS ***		1 CHECKS		2,807.63
009296		MERRITT COMPANY INC							
	I-61387	TOWELS - PW	R	2/21/2022	70.74		235661		70.74
					*** VENDOR TOTALS ***		1 CHECKS		70.74
001931		METRO WASTE AUTHORITY							
	I-70019087	JANUARY CURB IT FEES	E	2/23/2022	84,766.99		004346		84,766.99
					*** VENDOR TOTALS ***		1 CHECKS		84,766.99
004772		MID-IOWA SOLID WASTE EQUIPMENT							
	I-55992	FITTINGS/HOSE END - MU	E	2/23/2022	125.94		004358		125.94
					*** VENDOR TOTALS ***		1 CHECKS		125.94
008058		CTB MIDWEST INC							
	I-1784701 RI	STREET SUPPLIES - PW	E	2/23/2022	223.33		004371		
	I-1787681 RI	MISC PARTS - OC MAINT	E	2/23/2022	22.37		004371		245.70
					*** VENDOR TOTALS ***		1 CHECKS		245.70
000945		MIDWEST WHEEL COMPANIES							
	I-2688642-00	UNIT #247 MAGNET KIT	R	2/21/2022	145.42		235662		
	I-2688841-00	UNIT #247 KIT	R	2/21/2022	334.42		235662		
	I-2688866-00	UNIT #247 WEATHERPROOF HOUSING	R	2/21/2022	52.52		235662		532.36
					*** VENDOR TOTALS ***		1 CHECKS		532.36
010317		JACOB A MILLER							
	I-2/8/22	CDL REIMBURSEMENT	E	2/23/2022	42.00		004390		42.00
					*** VENDOR TOTALS ***		1 CHECKS		42.00
1		ALBERS, ANDREW							
	I-000202202168371	US REFUND	R	2/21/2022	35.90		235709		35.90
1		BRANDT, JONATHAN							
	I-000202202168346	US REFUND	R	2/21/2022	95.70		235710		95.70
1		BROCK, TYLER							
	I-000202202168363	US REFUND	R	2/21/2022	35.04		235711		35.04

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1		BURROWES, RACHEL							
	I-000202202168344	US REFUND	R	2/21/2022	62.94		235712		62.94
1		CAMPOS, FRANCISCO							
	I-000202202168340	US REFUND	R	2/21/2022	23.68		235713		23.68
1		CHECK INTO CASH INC							
	I-000202202168367	US REFUND	R	2/21/2022	138.83		235714		138.83
1		CLENDENEN, ALLISON							
	I-000202202168362	US REFUND	R	2/21/2022	63.98		235715		63.98
1		CRANE, KAITLIN							
	I-000202202168364	US REFUND	R	2/21/2022	60.62		235716		60.62
1		CRILE, RAEANNA							
	I-000202202168354	US REFUND	R	2/21/2022	13.44		235717		13.44
1		DARR, MICHELLE							
	I-000202202168357	US REFUND	R	2/21/2022	32.50		235718		32.50
1		FENSKE, JUSTIN							
	I-000202202168368	US REFUND	R	2/21/2022	67.46		235719		67.46
1		FLORES, OMAR							
	I-000202202168345	US REFUND	R	2/21/2022	65.23		235720		65.23
1		FREEMAN, DYLAN							
	I-000202202168341	US REFUND	R	2/21/2022	53.28		235721		53.28
1		FRUEH, CALLISTA							
	I-000202202168352	US REFUND	R	2/21/2022	20.72		235722		20.72
1		GAULKE, AMY							
	I-000202202168361	US REFUND	R	2/21/2022	97.49		235723		97.49
1		HENRY, JOHN							
	I-000202202168359	US REFUND	R	2/21/2022	56.47		235724		56.47
1		KIRCHHOFF, COLIN							
	I-000202202168353	US REFUND	R	2/21/2022	55.52		235725		55.52
1		LEISURE, WESLEY							
	I-000202202168358	US REFUND	R	2/21/2022	95.00		235726		95.00

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1		LOVAN, CHEUA							
	I-000202202168348	US REFUND	R	2/21/2022	99.31		235727		99.31
1		MARTIN, EMILY S							
	I-000202202168343	US REFUND	R	2/21/2022	42.38		235728		42.38
1		MATTHIAS, MICAH							
	I-000202202168342	US REFUND	R	2/21/2022	14.81		235729		14.81
1		PETERSON, DAMIAN							
	I-000202202168347	US REFUND	R	2/21/2022	49.63		235730		49.63
1		RATCLIFF, HILARY							
	I-000202202168366	US REFUND	R	2/21/2022	100.00		235731		100.00
1		RICE, SAIGE							
	I-000202202168360	US REFUND	R	2/21/2022	63.98		235732		63.98
1		RIEDER, JOHN JR							
	I-000202202168350	US REFUND	R	2/21/2022	53.97		235733		53.97
1		ROTTINGHAUS, TYLER							
	I-000202202168349	US REFUND	R	2/21/2022	65.07		235734		65.07
1		SCHUELER, MEGAN & CO							
	I-000202202168365	US REFUND	R	2/21/2022	60.27		235735		60.27
1		SIEMBIEDA, DANELLE &							
	I-000202202168369	US REFUND	R	2/21/2022	50.07		235736		50.07
1		STEINBACH, ELIZABETH							
	I-000202202168355	US REFUND	R	2/21/2022	58.83		235737		58.83
1		STONE, SUSAN & PHILL							
	I-000202202168356	US REFUND	R	2/21/2022	50.15		235738		50.15
1		VERHEUL, AMY							
	I-000202202168351	US REFUND	R	2/21/2022	24.50		235739		24.50
1		VORWALD, RILEY & ERI							
	I-000202202168370	US REFUND	R	2/21/2022	61.47		235740		61.47
					*** VENDOR TOTALS ***		32 CHECKS		1,868.24

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010051		MOBOTREX INC							
	C-CR0000203127	CR: LED MODULES - TRAFFIC	R	2/21/2022	163.00CR		235663		
	I-254003	LED MODULES - TRAFFIC	R	2/21/2022	163.00		235663		
	I-255948	48V LED MODULES -TRFC	R	2/21/2022	4,696.00		235663		4,696.00
					*** VENDOR TOTALS ***		1 CHECKS		4,696.00
009375		MORGAN MCGREW							
	I-2/09/2022	FIRE VIDEO - COMM	R	2/21/2022	500.00		235664		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
006447		MSA PROFESSIONAL SERVICES INC							
	I-R09085043.0-11 FIN	FINAL-HTT TRLHD/PKNG LOT	E	2/23/2022	340.00		004365		340.00
					*** VENDOR TOTALS ***		1 CHECKS		340.00
006756		MTI DISTRIBUTING INC							
	I-1333237-00	SNOW PLOW CYLINDER -PK MNT	R	2/21/2022	800.31		235665		
	I-1333733-00	OIL FILTER - OC MAINT	R	2/21/2022	29.34		235665		829.65
					*** VENDOR TOTALS ***		1 CHECKS		829.65
002032		MUNICIPAL COLLECTIONS OF AMERI							
	I-54600	01/22 COLLECTION FEES	R	2/21/2022	164.62		235666		
	I-54601	01/22 COLLECTION FEES - OLD	R	2/21/2022	270.93		235666		
	I-54602	01/22 COLLECTION FEES	R	2/21/2022	2.90		235666		438.45
					*** VENDOR TOTALS ***		1 CHECKS		438.45
006750		MUNICIPAL PIPE TOOL							
	I-PAY 3-2020 CIPP LN	PAY 3-2020 CIPP LINING PROJECT	R	2/21/2022	1,499.29		235667		1,499.29
006750		MUNICIPAL PIPE TOOL							
	I-RTNG-2020 CIPP LN	RTNG-2020 CIPP LINING PROJECT	R	2/21/2022	20,974.57		235668		20,974.57
					*** VENDOR TOTALS ***		2 CHECKS		22,473.86
000350		MUNICIPAL SUPPLY INC							
	I-0824482-IN	1/27/2022 METERS - MU	R	2/21/2022	1,354.50		235669		
	I-0824483-IN	HYMAX COUPLING - MU	R	2/21/2022	581.00		235669		
	I-0824484-IN	LINE REPAIR PARTS - PK MNT	R	2/21/2022	345.25		235669		
	I-0824616-IN	GALV BEND/GALV NPPL - MU	R	2/21/2022	12.40		235669		
	I-0825197-IN	MISC SUPPLIES - MU	R	2/21/2022	1,177.75		235669		3,470.90
					*** VENDOR TOTALS ***		1 CHECKS		3,470.90
003057		NAPA AUTO PARTS							
	C-2986-00-679737	CR: WARRANTY INV 679718	R	2/21/2022	58.60CR		235670		
	C-2986-00-679907	CR: VALVE STEM-PD SQUAD CAR	R	2/21/2022	23.48CR		235670		
	I-2986-00-679017	UNIT #201 BEAM	R	2/21/2022	26.14		235670		
	I-2986-00-679125	OIL FILTER/AIR FILTER - CG	R	2/21/2022	15.12		235670		
	I-2986-00-679128	OIL FILTER/AIR FILTER - CG	R	2/21/2022	159.34		235670		
	I-2986-00-679130	OIL FILTER - CG	R	2/21/2022	40.56		235670		
	I-2986-00-679216	REFRIGERANT - CG	R	2/21/2022	219.99		235670		

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	I-2986-00-679229	NAPA GOLD FUEL/AIR FILTER-OC	R	2/21/2022	69.93		235670		
	I-2986-00-679235	BULBS - CG	R	2/21/2022	2.90		235670		
	I-2986-00-679254	SPARK PLUGS - FD	R	2/21/2022	129.10		235670		
	I-2986-00-679344	UNIT #247 BK CONNECTOR	R	2/21/2022	12.14		235670		
	I-2986-00-679426	UNIT #120 AIR FILTERS	R	2/21/2022	86.14		235670		
	I-2986-00-679562	AIR FILTERS - CG	R	2/21/2022	26.70		235670		
	I-2986-00-679619	UNIT #607 BAO BELT	R	2/21/2022	280.38		235670		
	I-2986-00-679685	RUGLYDE - CG	R	2/21/2022	17.69		235670		
	I-2986-00-679718	AIR/FUEL/OIL FILTERS - CG	R	2/21/2022	181.03		235670		
	I-2986-00-679814	OIL FILTER - CG	R	2/21/2022	60.54		235670		
	I-2986-00-679899	VALVE STEM - PD SQUAD CAR	R	2/21/2022	23.48		235670		
	I-677474	CHANGER - CG	R	2/21/2022	7,938.68		235670		9,207.78
					*** VENDOR TOTALS ***		1 CHECKS		9,207.78
010326		BRIAN M. NUSS							
	I-01242210277	WRENCH - CG	R	2/21/2022	40.50		235671		40.50
					*** VENDOR TOTALS ***		1 CHECKS		40.50
000367		O'HALLORAN INTERNATIONAL							
	I-31P141886	TERMINAL - STREETS	E	2/23/2022	27.76		004334		
	I-31P143699	UNIT #269 OIL PAN/HEX FLANGE	E	2/23/2022	992.37		004334		1,020.13
					*** VENDOR TOTALS ***		1 CHECKS		1,020.13
007222		OCLC ONLINE COMPUTER LIBRARY							
	I-1000194486	2/1-2/28/22 WORLDSHARE ILL	E	2/23/2022	45.75		004368		45.75
					*** VENDOR TOTALS ***		1 CHECKS		45.75
003727		OFFICE DEPOT INC							
	I-219510830002	CUPS - PW	R	2/21/2022	40.48		235672		
	I-221802848001	INK CARTRIDGE/INK - MU	R	2/21/2022	135.16		235672		
	I-222450085001	CUP/CLIPS/HGHLGHTR/ENVLPE - PW	R	2/21/2022	567.11		235672		
	I-222947446001	FOLDER/LEGAL PKT - PW	R	2/21/2022	176.28		235672		
	I-223414521001	COCOA/UTENCILS/WSTBSKT/INK-PW	R	2/21/2022	190.35		235672		
	I-224384419001	HOOKS/BATTERY/TISSUE/FLDR-PW	R	2/21/2022	281.67		235672		
	I-224408660001	MAGNETS - PW	R	2/21/2022	3.70		235672		
	I-224488623001	LGL PAD/PEN/PAPER/UTENCILS-CH	R	2/21/2022	55.85		235672		
	I-224519139001	LEGAL PACKET - CLERK	R	2/21/2022	17.49		235672		1,468.09
					*** VENDOR TOTALS ***		1 CHECKS		1,468.09
011200		OPSC ANKENY REAL ESTATE LLC							
	I-02/2022 TEMP ESMT	02/2022 TEMPORARY EASEMENT	R	2/21/2022	1,525.00		235673		1,525.00
					*** VENDOR TOTALS ***		1 CHECKS		1,525.00

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010946		SYLWIA PERRY							
	I-02/2022LAND IMPV	02/2022 LAND IMPROVEMENTS	R	2/21/2022	300.00		235674		
	I-02/2022TEMP ESMNT	02/2022 TEMPORARY EASEMENT	R	2/21/2022	775.00		235674		1,075.00
					*** VENDOR TOTALS ***		1 CHECKS		1,075.00
004611		PETTY CASH							
	I-2/10/22 KL/PD	POSTAGE OWED - KL/PD	R	2/21/2022	8.06		235675		8.06
					*** VENDOR TOTALS ***		1 CHECKS		8.06
000384		PITNEY BOWES INC							
	I-1019958591	02/16/22-05/15/22 RENTALS-CH	R	2/21/2022	84.00		235676		
	I-1020021715	11/29/21-2/26/22 RENTAL-KL	R	2/21/2022	135.00		235676		219.00
					*** VENDOR TOTALS ***		1 CHECKS		219.00
009011		THE PITNEY BOWES RESERVE ACCOU							
	I-02/08/2022	POSTAGE MACHINE REFILL - CH	R	2/21/2022	3,000.00		235677		3,000.00
					*** VENDOR TOTALS ***		1 CHECKS		3,000.00
000047		CURTIS POEHLEIN							
	I-01/13/22TESTS	1/13/22 TEST REIMBURSEMENTS	E	2/23/2022	184.00		004381		184.00
					*** VENDOR TOTALS ***		1 CHECKS		184.00
005176		POLK CITY FIRE & RESCUE DEPART							
	I-JANUARY 2022	01/2022 CHANGE OF QUARTERS	E	2/23/2022	700.00		004360		700.00
					*** VENDOR TOTALS ***		1 CHECKS		700.00
003760		POLK COUNTY TREASURER							
	I-B22-0271	BLOOD DRAW - M. BARDOLE	R	2/21/2022	150.00		235678		150.00
					*** VENDOR TOTALS ***		1 CHECKS		150.00
004410		POLK COUNTY PUBLIC WORKS DEPAR							
	I-D1F71F04 01/2022	STORMWATER FEE - HAMILTON DR	R	2/21/2022	7.32		235679		7.32
					*** VENDOR TOTALS ***		1 CHECKS		7.32
001119		POLK COUNTY TREASURER							
	I-02/2022A	8024-01-351-004 PROPERTY TAXES	R	2/21/2022	35.00		235680		
	I-02/2022B	8024-02-477-004 PROPERTY TAXES	R	2/21/2022	9.00		235680		
	I-02/2022C	8024-02-400-014 PROPERTY TAXES	R	2/21/2022	5.00		235680		49.00
					*** VENDOR TOTALS ***		1 CHECKS		49.00
008508		JOSEPH G POLLARD CO INC							
	I-0207492	FIRE HOSE - MU	R	2/21/2022	199.90		235681		199.90
					*** VENDOR TOTALS ***		1 CHECKS		199.90

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009386		POMP'S TIRE SERVICE, INC							
	I-1400072631	#742 DRIVE TIRES	E	2/23/2022	2,766.00		004373		
	I-1400072754	UNIT #742 STEER TIRES	E	2/23/2022	1,456.00		004373		
	I-1400072869	UNIT #921 TIRES	E	2/23/2022	488.64		004373		
	I-1400072956	UNIT #742 BALANCING COMPOUND	E	2/23/2022	135.00		004373		4,845.64
					*** VENDOR TOTALS ***		1 CHECKS		4,845.64
006106		THE PRESTWICK GROUP INC							
	I-INV7290	FAIRWAY SIGNS - OC MAINT	R	2/21/2022	161.19		235682		161.19
					*** VENDOR TOTALS ***		1 CHECKS		161.19
005151		JULS DESIGN INC							
	I-11917	SCORE CARD DESIGN - COMM	E	2/23/2022	149.05		004359		149.05
					*** VENDOR TOTALS ***		1 CHECKS		149.05
003538		GET SOME GUNS, LLC							
	I-20-692004	JACKETS/ID PANELS - PD	R	2/21/2022	595.00		235683		
	I-20-692055	HASSETT UNIFORM ITEMS-PD	R	2/21/2022	1,215.98		235683		1,810.98
					*** VENDOR TOTALS ***		1 CHECKS		1,810.98
010311		REAL FOOD 4 KIDS							
	I-02/2022	KIDS COOKING CLASS	E	2/23/2022	3,024.00		004378		3,024.00
					*** VENDOR TOTALS ***		1 CHECKS		3,024.00
006038		REILLY CONSTRUCTION CO INC							
	I-PAY 8-W1ST ST WDNG	PAY 8-W1ST ST WDNG/IMP PH1	R	2/21/2022	50,100.60		235684		50,100.60
					*** VENDOR TOTALS ***		1 CHECKS		50,100.60
011311		VENITA REINERS							
	I-02/2022	02/2022 BAGS REIMBURSEMENT	R	2/21/2022	10.00		235685		10.00
					*** VENDOR TOTALS ***		1 CHECKS		10.00
009229		COLTON RINEHART							
	I-01/2022 CERT	01/2022 EMS CERTIFICATION RNWL	E	2/23/2022	25.00		004388		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
010907		RISER INCORPORATED							
	I-2892	REPLACE HEIGHT ADJSTR-ASHLND R	E	2/23/2022	500.00		004380		
	I-2935	BASKETBALL HOOP SUPPLIES-P&R	E	2/23/2022	250.00		004380		750.00
					*** VENDOR TOTALS ***		1 CHECKS		750.00
001163		ROCKMOUNT RESEARCH & ALLOYS							
	I-1268132	FIBER DISC/WHEEL - OC MAINT	R	2/21/2022	154.62		235686		
	I-1268228	C.O. WHEEL OC MAINT	R	2/21/2022	45.90		235686		200.52
					*** VENDOR TOTALS ***		1 CHECKS		200.52

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004079		STRAWBERRY PATCH							
	I-93578	MAYORS YOUTH CNCL SHIRTS - P&R	R	2/21/2022	225.00		235687		225.00
					*** VENDOR TOTALS ***		1 CHECKS		225.00
001769		GARY SANDERS							
	I-01/28/2022HEALTH	01/28/22 HEALTH REIMBURSMNT	R	2/21/2022	31.79		235688		
	I-11/27/21 BOOTS	11/2021 BOOT REIMBURSEMENT	R	2/21/2022	70.59		235688		102.38
					*** VENDOR TOTALS ***		1 CHECKS		102.38
000425		SECRETARY OF STATE							
	I-FY22 NOTARY-JC	FY22 NOTARY RENEWAL-J. CUSACK	R	2/21/2022	30.00		235689		30.00
					*** VENDOR TOTALS ***		1 CHECKS		30.00
005148		JENNA SHERZAN							
	I-02/2022 SHOES	02/2022 SHOE REIMBURSEMENT	E	2/23/2022	140.00		004384		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
001103		SHRED-IT							
	I-8000896628	1/31/22 SHREDDING - PD	R	2/21/2022	57.44		235690		57.44
					*** VENDOR TOTALS ***		1 CHECKS		57.44
010186		SIG SAUER, INC							
	I-4483040	SIG SAUER MPX RIFLES-PD	R	2/21/2022	2,907.12		235691		2,907.12
					*** VENDOR TOTALS ***		1 CHECKS		2,907.12
003348		SMITH'S SEWER SERVICE INC							
	I-415838	HYDROJET CLEAN/UNDRGRND LN-ENG	R	2/21/2022	700.00		235692		
	I-415839	HYDROJET CLEAN/TV TO MNHLE-ENG	R	2/21/2022	700.00		235692		
	I-416953	DRAIN CLEANING - FD	R	2/21/2022	165.00		235692		1,565.00
					*** VENDOR TOTALS ***		1 CHECKS		1,565.00
009548		SPLASH EXPRESS LLC							
	I-31	CAR WASH SERVICES-PD/COMM DEV	R	2/21/2022	620.00		235693		
	I-33	CAR WASH SERVICES-PD/COMM DEV	R	2/21/2022	553.00		235693		1,173.00
					*** VENDOR TOTALS ***		1 CHECKS		1,173.00
001280		SPRAYER SPECIALTIES INC							
	I-1141445-IN	DUST CAP/COUPLER/VLVE/BARB-PW	E	2/23/2022	403.77		004343		
	I-1142429-IN	STREET SUPPLIES - PW	E	2/23/2022	515.38		004343		919.15
					*** VENDOR TOTALS ***		1 CHECKS		919.15
002494		SPRINT SOLUTIONS INC							
	I-902645089-227	01/02/22-02/01/22 STATEMENT	R	2/21/2022	1,056.42		235694		1,056.42
					*** VENDOR TOTALS ***		1 CHECKS		1,056.42

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004495		THE STATION CORNER INC							
	I-2022-14	NUISANCE SNOW REMOVAL - CD	E	2/23/2022	450.00		004357		
	I-2022-15	NUISANCE SNOW REMOVAL - CD	E	2/23/2022	410.00		004357		860.00
					*** VENDOR TOTALS ***		1 CHECKS		860.00
005956		GARRON STRATTON							
	I-02/01/22-02/02/22	02/2022 MEAL REIMBURSEMENT	E	2/23/2022	30.92		004385		30.92
					*** VENDOR TOTALS ***		1 CHECKS		30.92
009965		STROKE DETECTION PLUS INC							
	I-ANKENY IA 2/8/2022	1/30-2/5/22 COVID TESTING	R	2/21/2022	320.00		235695		320.00
					*** VENDOR TOTALS ***		1 CHECKS		320.00
007400		STRYKER SALES CORPORATION							
	I-3657878M	LIFEPAK CR PLUS REPLACE - PD	R	2/21/2022	357.50		235696		357.50
					*** VENDOR TOTALS ***		1 CHECKS		357.50
000124		SYSCO IOWA INC							
	I-239600282	FOOD FOR RESALE - OC	R	2/21/2022	183.99		235697		
	I-239607591	FOOD FOR RESALE - OC	R	2/21/2022	74.48		235697		258.47
					*** VENDOR TOTALS ***		1 CHECKS		258.47
010068		T-MOBILE USA INC							
	I-1/20/2022	MONTHLY INTERNET 12/21-1/20/22	R	2/21/2022	149.57		235698		149.57
					*** VENDOR TOTALS ***		1 CHECKS		149.57
009540		TELEFLEX LLC							
	I-9504996826	EZ IO NEEDLES	E	2/23/2022	6,650.00		004375		6,650.00
					*** VENDOR TOTALS ***		1 CHECKS		6,650.00
006505		TG TECHNICAL SERVICES LLC							
	I-23032	REPLACEMENT SENSOR O2-FD	R	2/21/2022	136.95		235699		136.95
					*** VENDOR TOTALS ***		1 CHECKS		136.95
010127		TK ELEVATOR CORPORATION							
	I-1000405702	1/1-3/31/22 ELEVATOR SVC - PD	E	2/23/2022	195.90		004377		195.90
					*** VENDOR TOTALS ***		1 CHECKS		195.90
006441		TITAN MACHINERY INC							
	I-1373032 CL	#934 REPAIRS	R	2/21/2022	2,407.71		235700		
	I-16559958-GS	UNIT #934 CYLINDER LEAK REPAIR	R	2/21/2022	990.44		235700		3,398.15
					*** VENDOR TOTALS ***		1 CHECKS		3,398.15

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010188		TODAY'S BUSINESS SOLUTIONS, IN							
	I-020722-10	PRINT MANAGEMENT SYSTEM - KL	R	2/21/2022	10,062.72		235701		10,062.72
					*** VENDOR TOTALS ***		1 CHECKS		10,062.72
000444		TOMPKINS INDUSTRIES INC							
	I-405051343	HOSE ASSEMBLY - PRSC	E	2/23/2022	92.20		004336		92.20
					*** VENDOR TOTALS ***		1 CHECKS		92.20
004159		TOYNE INC							
	I-IN0014096	PUMP /JUNCTN BOX -FD	R	2/21/2022	204.74		235702		204.74
					*** VENDOR TOTALS ***		1 CHECKS		204.74
006765		TRAFFIC CONTROL CORPORATION							
	I-132602	CONTROLLER - TRAFFIC	E	2/23/2022	995.00		004366		995.00
					*** VENDOR TOTALS ***		1 CHECKS		995.00
000465		TREASURER STATE OF IOWA							
	I-2/10/2022	MONTHLY SALES & EXCISE TAXES	D	2/10/2022	84,223.00		001880		84,223.00
					*** VENDOR TOTALS ***		1 CHECKS		84,223.00
003278		DAVIS EQUIPMENT CORPORATION							
	I-JI66725	GASKET - OC MAINT	E	2/23/2022	17.76		004355		17.76
					*** VENDOR TOTALS ***		1 CHECKS		17.76
000966		U S BANK							
	I-01/22 P-CARD STMT	U S BANK	D	2/16/2022	23,038.50		001891		23,038.50
					*** VENDOR TOTALS ***		1 CHECKS		23,038.50
008633		HUNTER UDELHOVEN							
	I-02/2022 RNWL	02/2022 EMS RENEWAL	E	2/23/2022	25.00		004387		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
006209		ULINE INC							
	I-144507120	MULTIFOLD TOWELS - OC	R	2/21/2022	144.46		235703		144.46
					*** VENDOR TOTALS ***		1 CHECKS		144.46
005813		EXECUTIVE SERVICES INC							
	I-72730	BUSINESS CARDS: POLICE GENERIC	E	2/23/2022	124.15		004363		
	I-72886	BUSINESS CARDS-RC/TH	E	2/23/2022	153.13		004363		
	I-72887	ENVELOPES - FD	E	2/23/2022	451.98		004363		729.26
					*** VENDOR TOTALS ***		1 CHECKS		729.26
010896		UNIVERSITY OF WISCONSIN NON PA							
	I-202253	CRIM JUST CAREER DAY BOOTH FEE	R	2/21/2022	50.00		235704		50.00
					*** VENDOR TOTALS ***		1 CHECKS		50.00

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002135		UPHDM OCCUPATIONAL MEDICINE							
	I-109309	PRE-EMPLOYMENT TESTS	R	2/21/2022	2,581.50		235705		2,581.50
					*** VENDOR TOTALS ***		1 CHECKS		2,581.50
006789		HD SUPPLY FACILITIES MAINTENAN							
	I-852893	BRASS NOZZLE - STREETS	E	2/23/2022	147.24		004367		
	I-853958	SWIVEL JOINT - MU	E	2/23/2022	209.57		004367		
	I-855772	FIRE HOSE - STREETS	E	2/23/2022	763.34		004367		1,120.15
					*** VENDOR TOTALS ***		1 CHECKS		1,120.15
007496		VALLEY ENVIRONMENTAL SERVICES							
	I-733560	USED OIL DISPOSAL - CG	R	2/21/2022	136.40		235706		136.40
					*** VENDOR TOTALS ***		1 CHECKS		136.40
000519		VERMEER SALES & SERVICE IOWA							
	I-00507874	SUCTION SCREEN - PW	E	2/23/2022	363.27		004337		363.27
					*** VENDOR TOTALS ***		1 CHECKS		363.27
009235		VERTIV CORPORATION							
	I-13061045	BATTERY MAINTENANCE-PD	R	2/21/2022	3,360.00		235707		3,360.00
					*** VENDOR TOTALS ***		1 CHECKS		3,360.00
002569		WASTE CONNECTIONS INC							
	I-3275366T071	01/01-01/31/22 SVCS - MAINT	R	2/21/2022	702.35		235708		
	I-3277441T071	2/1-2/28/22 WASTE SERVICES-CH	R	2/21/2022	215.15		235708		
	I-3277443T071	02/01/22-02/28/22 SVCS - FS#2	R	2/21/2022	56.29		235708		
	I-3277444T071	01/10/22-02/28/22 SVCS ACC/FS1	R	2/21/2022	323.81		235708		
	I-3277445T071	02/01/22 SVCS FS #3	R	2/21/2022	56.29		235708		
	I-3277446T071	02/01/22-02/28/22 SVCS - KL	R	2/21/2022	77.22		235708		
	I-3277448T071	02/1/22-02/28/22 SVCS - OC	R	2/21/2022	112.58		235708		
	I-3277451T071	02/01-02/28/22 SVCS - MAINT	R	2/21/2022	260.16		235708		
	I-3277452T071	02/01/22-02/28/22 SVCS-PK MNT	R	2/21/2022	225.16		235708		
	I-3277453T071	2/1-2/28/22 SERVICES - PD	R	2/21/2022	56.29		235708		2,085.30
					*** VENDOR TOTALS ***		1 CHECKS		2,085.30

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	154		1,621,466.99	0.00	1,621,466.99
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	2		107,261.50	0.00	107,261.50
EFT:	63		355,100.56	0.00	355,100.56
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

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/10/2022 THRU 2/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	219	2,083,829.05	0.00	2,083,829.05
BANK: APGWB TOTALS:	219	2,083,829.05	0.00	2,083,829.05
REPORT TOTALS:	219	2,083,829.05	0.00	2,083,829.05

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: 2/10/2022 THRU 2/23/2022
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

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

February 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: ??

Human Resources

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** amending the 401 Plan Document Adoption Agreement for the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

The IRS has a six-year review schedule for the 401 plan documents MissionSquare Retirement makes available to public sector employers, to ensure they are updated to reflect legislative and regulatory changes. IRS requires that the City execute a new adoption agreement every six years.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Recommends the 401 Plan Document Adoption Agreement

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
401 Adoption Agreement

RESOLUTION NO.

A RESOLUTION AMENDING THE 401 PLAN DOCUMENT ADOPTION AGREEMENT FOR THE CITY OF ANKENY, IOWA

Plan #108924

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the City of Ankeny, Iowa ("Employer") has established and maintains a qualified retirement plan for employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the qualified retirement plan will serve these objectives; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Employer hereby amends and restates the qualified plan (the "Plan") in the form of MissionSquare Retirement Governmental Money Purchase Plan

BE IT FURTHER RESOLVED, that the assets of the Plan shall be held in trust, with the Employer serving as trustee for the exclusive benefit of the Plan participants and their beneficiaries, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Adoption Agreement for the City of Ankeny in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

BE IT FURTHER RESOLVED, that the Human Resources Director shall be the coordinator for the Plan; shall receive reports, notices, etc. from MissionSquare Retirement or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust, may delegate any administrative duties relation to the Plan to appropriate departments; and the Employer hereby authorizes the Human Resources Director to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the Plan.

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT

MissionSquare Retirement
Governmental Money Purchase Plan Adoption Agreement

Plan Number: 108924

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF ANKENY _____ (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement ***(Check One):***

[X] Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:
CITY OF ANKENY

Effective Date of Restatement. The effective date of the Plan shall be:

_____

*(**Note:** The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)*

[ ] New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: _____

*(**Note:** An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)*

I. EMPLOYER: CITY OF ANKENY

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

_____

_____

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

[X] January 1 – December 31 (***Default***)

[ ] The 12 month period ending _____ _____
Month *Day*

IV. Normal Retirement Age shall be age 65 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal RetirementAge. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for theindustry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmentalpension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement agethat is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirementage for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement dependson the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. Aspecial rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest agethat is reasonably representative of the typical retirement age for the industry in which the covered workforce is employedif the participants to which this normal retirement age applies are qualified public safety employees (within the meaning ofsection 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on orafter the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with theauthority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in theFederal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: *Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.*

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the Plan:

   [ ] All Employees
   [ ] All Full Time Employees
   [ ] Salaried Employees
   [ ] Non union Employees
   [ ] Management Employees
   [ ] Public Safety Employees
   [ ] General Employees
   [X] Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) City Manager

   The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

   Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

[X] N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. ***("N/A" is the default provision under the Plan if no selection is made.)***

[ ] Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

[ ] Yes. Age _____ *(not to exceed age 21).*

[X] N/A – No minimum age applies ***("N/A" is the default provision under the Plan if no selection is made.)***

VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows: (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

[X] A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings or $25,000.00 for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

[ ] are required [ ] are not required

to be eligible for this Employer Contribution.

[ ] B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

[ ] Yes [ ] No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

[ ] Yes [ ] No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or $0.)

i. _____% of Earnings,

ii. $ _____, or

iii. a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)),* as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions[1] (pickup is required if Option A is not selected)

[ ] Yes [ ] No ***("Yes" is the default provision under the Plan if no selection is made.)***

[ ] C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar–days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

[ ] Fixed Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or $_____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[1] *Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).*

[ ] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.2 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____% of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____% of Earnings or $_____);

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or $_____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed $_____ or _____ % of Earnings, whichever is [ ] more or [ ] less.

[ ] Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____% of Earnings or $_____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[ ] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____% of Earnings or $_____);

PLUS _____% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____% of Earnings or $_____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed $_____ or _____ % of Earnings, whichever is [ ] more or [ ] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.07 and Article V of the Plan

   [ ] Yes [X] No ***("No" is the default provision under the Plan if no selection is made.)***

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

   [ ] Weekly [ ] Biweekly [ ] Monthly [X] Annually in _____ (*specify month)*

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

   [ ] Weekly [ ] Biweekly [ ] Monthly [ ] Annually in _____ (*specify month)*

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

   A. Plan contributions will be made based on differential wage payments:

      [X] Yes [ ] No ***("Yes" is the default provision under the Plan if no selection is made.)***

   B. Participants who die or become disabled will receive Plan contributions with respect to such service:

      [ ] Yes [X] No ***("No" is the default provision under the Plan if no selection is made.)***

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

   [ ] Yes [X] No ***("No" is the default provision under the Plan if no selection is made.)***

2. Bonuses

   [ ] Yes [X] No ***("No" is the default provision under the Plan if no selection is made.)***

3. Other Pay (specifically describe any other types of pay to be included below)

   _____

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

   [X] Yes [ ] No ***("Yes" is the default provision under the Plan if no selection is made.)***

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

   [ ] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) _____

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	**Percent Vested**
Zero	100%
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):

   [ ] Normal Retirement Age

   [X] 70 ½ ***("70 ½" is the default provision under the Plan if no selection is made.)***

   [ ] Alternate age (after Normal Retirement Age): _____

   [ ] Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

   [X] Yes [ ] No ***("Yes" is the default provision under the Plan if no selection is made.)***

3. Tax-free distributions of up to $3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.

   [ ] Yes [X] No ***("No" is the default provision under the Plan if no selection is made.)***

4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07

   [ ] Yes [X] No ***("No" is the default provision under the Plan if no selection is made.)***

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

   [ ] Yes [X] No ***("No" is the default provision under the Plan if no selection is made.)***

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

[ ] 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.

[X] 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (***"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.)***

[ ] 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

[X] 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

[ ] 2. Other: _____
(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

[ ] A. Accrued unpaid vacation
[ ] B. Accrued unpaid sick leave
[X] C. Accrued unpaid vacation and sick leave
[ ] D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave)*:
_____

[ ] 1. Employer Final Pay Contribution. The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

[X] 2. Employee Designated Final Pay Contribution. Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to 100% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

[ ] 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

[ ] 2. Other: _____
(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

[ ] A. Accrued unpaid vacation
[ ] B. Accrued unpaid sick leave
[ ] C. Accrued unpaid vacation and sick leave
[ ] D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):
_____

[ ] 1. Employer Accrued Leave Contribution. The Employer shall contribute as follows (choose one of the following options):

[ ] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ _____ to the Plan (subject to the limitations of Article V of the Plan).

[ ] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

[ ] **2. Employee Designated Accrued Leave Contribution**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____ % (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: _____

Title: _____

Attest: _____

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

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ANKENY CITY COUNCIL

City Council Agenda

February 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: COUNCIL GOAL: ??

Human Resources

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified lists for appointment to:

Customer Service Representative - Finance and Park Maintenance Technician - Parks and Recreation, subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of

he Civil Service Commission certified lists for appointment to:

Customer Service Representative - Finance

Park Maintenance Technician - Parks and Recreation

, subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
civil service certified lists

city of Ankeny
bringing it all together

February 21, 2022

To: The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the February 7, 2022, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Customer Service Representative:

Rank	Last Name	First Name
1	Dorsett	Joshua
2	Condos	Nichole
3	Beard	Alexandra
3	Blake	Stephanie
3	Schmitz	Nicholas
6	Christensen	Katie
6	Frank	Erin
6	Hoffmann	Annie
6	Pries	Andrew
6	Schmidt	Shelby
6	Villa	Andrew
12	Bowhay	Kylee
12	Copelan	Noel
12	Kasal	Catherine
12	Neades	Saydee
12	Sadler	Andrew
12	Slauson	Tucker
12	Torgerson	JoAnn
19	Frankl	Caylah
19	Hassan	Alesia
19	Herring	Amanda
19	Kelly	Jocee
19	Paisley	Donald
19	Perez	Mitzi
19	Rabah	Mohamad
19	Reutzel	Joshua
19	Young	Bonnie
28	Bahr	Luke
28	Berkland	Garritt
28	Bevilacqua	Elizabeth
28	Deskin	Sara
28	Feauto	Ryan
28	Frye	Deborah
28	Giles	Johnathan
28	Halilovic	Milada
28	Johnson	David
28	Morrow	Audrey
28	Myers	Stephanie
28	Nelson	Bailee
28	Page	Nicole
28	Watson Chandler	Jeannie
28	Wilwerding	Mark

Park Maintenance Technician I:

Rank	Last Name	First Name
1	O'Brien	Stephen
2	Albright	James
2	Eimers	Aaron
2	Riemenschneider	Robert
5	Thompson	Tyler
6	Chapman	Tyler
6	Dunblazier	Justin
6	Murdoch	Thomas
9	Rullestad	Kasey
10	Milius	Benjamin
11	Seuferer	Joseph
12	Dellaca	Nicholas
13	Jennings	Austin
13	Lilly	Joseph
15	Banks	Norman
15	Kovach	Justin
17	Tupe	Steven

18	Patrick	Dustin
18	Sytsma	Cody
20	Marckmann	Daniel
20	Stundins	Sandy

22	Beddingfield	Lisa
22	Hendrickson	Eric
22	Runyan	Cassaundra

Respectfully submitted,
Dawn Gean
Dawn Gean, Clerk of the Civil Service Commission

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of Public Utility Easement, associated with Lot 1, The District at Prairie Trail Plat 11(date of hrg: 3/7/22 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

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. The intent is to create more buildable space in this area. MidAmerican Energy and CenturyLink both released their rights and provided written correspondence. Mediacom was reached out to by Nilles on several occasions since November, requesting them to release their rights; however, Mediacom hasn't provided an official authorization letter. Nilles has performed the necessary due diligence to ensure that no utilities exist within the easement.

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
Notice
Vacation Exhibit
Applicant Letter

RESOLUTION

A RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A PORTION OF PUBLIC UTILITY EASEMENT, ASSOCIATED WITH LOT 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11

WHEREAS, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider vacating a portion of Public Utility Easement associated with Lot 1, The District at Prairie Trail Plat 11, located south of the intersection of SW Park Square Drive and SW Market Street, and being legally described as follows:

SEE ATTACHED EXHIBIT "A"

WHEREAS, City staff have reviewed the request, and determined that the vacation is appropriate; and

WHEREAS, the Code of Iowa provides that public easements be vacated only after notice and hearing as provided by law.

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

1. That a public hearing shall be held at 5:30 P.M. on the 7th day of March, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a portion of Public Utility Easement, associated with Lot 1, The District at Prairie Trail Plat 11, located south of the intersection of SW Park Square Drive and SW Market Street; and

2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

DATED at Ankeny, Iowa this 21st day of February, 2022.

CITY OF ANKENY

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A PORTION OF PUBLIC UTILITY EASEMENT, ASSOCIATED WITH LOT 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF PUBLIC EASEMENT WITHIN THE CITY OF ANKENY, IOWA.

NOTICE IS HEREBY GIVEN that on the 7th day of March, 2022, at 5:30 P.M., in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, a public hearing will be held by said City Council in connection with the proposed Resolution regarding the vacation of certain public easement lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

Said Resolution further proposes that said right-of-way be vacated by the City and conveyed to DRA Properties, LC. Said conveyance will be made by Quit Claim Deed, and without payment of consideration.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the proposed vacation of said public right-of-way, as described above, will be heard before the City Council of the City of Ankeny, Iowa, at the time and place aforesaid, and that at such time and place all parties in interest and citizens shall have an opportunity to be heard.

DATED this 21st day of February, 2022.

CITY OF ANKENY

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

Published in the Des Moines Register on the __ day of _____, 2022.

EXHIBIT "A"

PROPRIETOR & REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

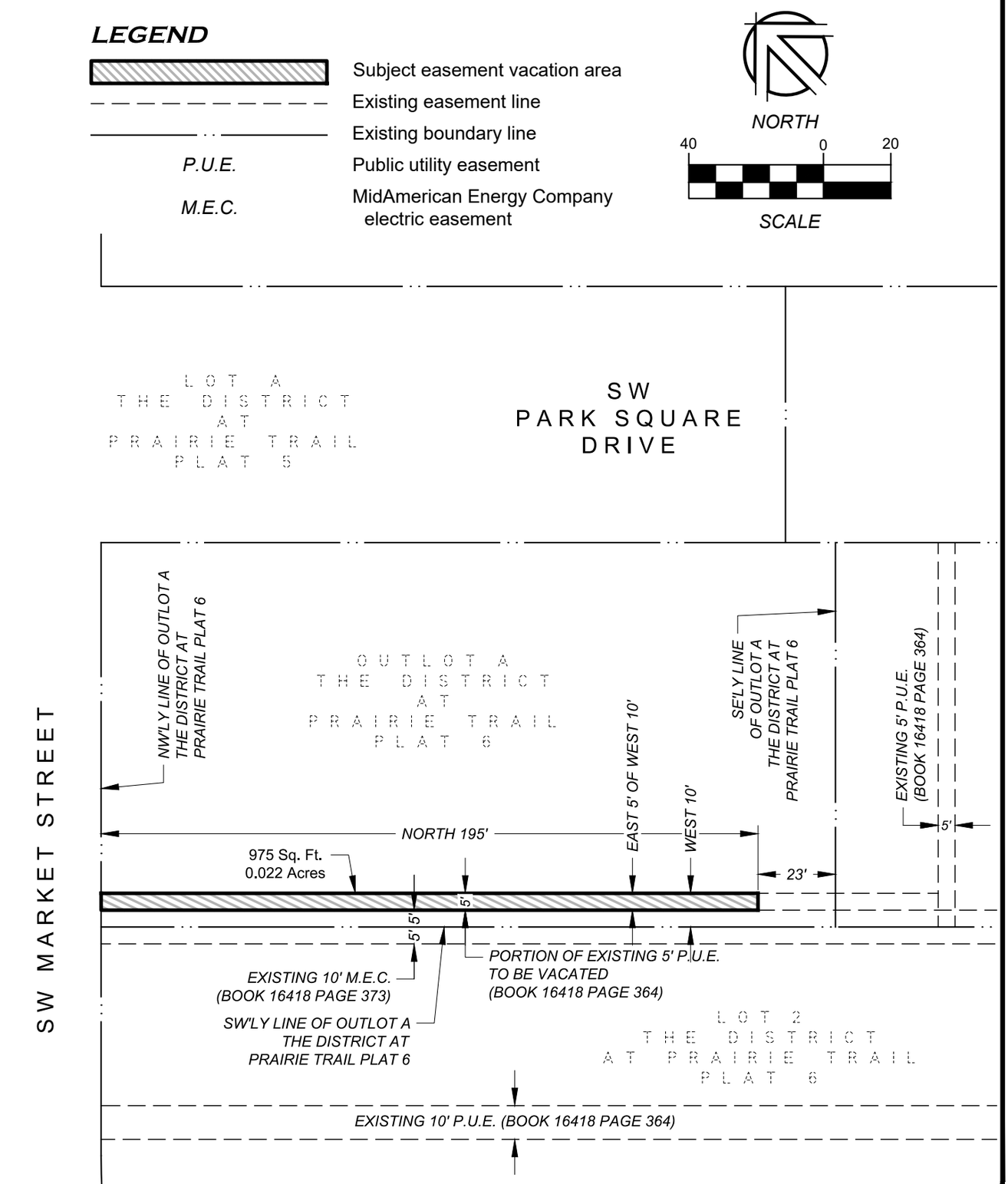
SUBJECT PROPERTY LEGAL DESCRIPTION

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.



NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
PUBLIC UTILITY EASEMENT VACATION	21136	TJH	1/1
LOCATION: THE DISTRICT AT PRAIRIE TRAIL ANKENY, IOWA	DATE: 02/11/22	CHECKED BY: RJS	SHEET TITLE: EX-1

V:\NAI 2017\Projects 2017\21136\dwg\21136-EX.dwg

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

February 11, 2022

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

RE: Lot 1, The District at Prairie Trail Plat 11 Public Utility Easement Vacation Approval Letter

Planning and Building Director, Honorable Mayor and Members of the City Council:

On behalf of DRA Properties, we are applying for the City of Ankeny to vacate a portion of a 5-foot public utility easement located on Lot 1, The District at Prairie Trail Plat 11.

We are preparing a site plan for the newest District building #5 located on Lot 1, The District at Prairie Trail Plat 11. The existing 5-foot P.U.E. runs along the southwesterly side that is also adjacent to a 10' MidAmerican electric easement that straddles said lot line. Only a small portion of the P.U.E. is being used in the southwest corner of the lot. The proposed building is currently outside of the 5' P.U.E. but the footings would fall into the P.U.E.

We would like to vacate the northerly 195 feet of the P.U.E. so that the developer doesn't have any issues with the footings encroaching. We have located the existing electric line that feeds the existing light poles and runs along the back of curb for the parking lot to the southwest. From our research and field locates, there does not seem to be any existing utilities in this portion of the P.U.E.

We respectfully request the City's review and approval of this easement vacation and conveyance to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further.

Thank you very much for your time and consideration.

Sincerely,

Roger J. Silver

Roger J. Silver, ASLA
NILLES ASSOCIATES, INC.

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement and temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (Southwest Corner of NW 36th Street and North Ankeny Boulevard - GreenState Credit Union)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting permanent sidewalk easement and temporary construction easement from GreenState Credit Union at the southwest corner of NW 36th Street and North Ankeny Boulevard to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

FISCAL IMPACT: **??Yes**

The total compensation for the permanent sidewalk easement and temporary construction easement is $5,700.00. The cost for the permanent sidewalk easement and temporary construction easement is part of the project costs for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project

included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting permanent sidewalk easement and temporary construction easement from GreenState Credit Union at the southwest corner of NW 36th Street and North Ankeny Boulevard to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Permanent Sidewalk Easement
Temporary Construction Easement

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AT THE SOUTHWEST CORNER OF NW 36TH STREET AND NORTH ANKENY BOULEVARD FOR THE NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that permanent sidewalk easement and temporary construction easement be granted by GreenState Credit Union at the southwest corner of NW 36th Street and North Ankeny Boulevard to facilitate the construction of the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said permanent sidewalk easement and temporary construction easement necessary for the construction of the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent sidewalk easement and temporary construction easement from GreenState Credit Union at the southwest corner of NW 36th Street and North Ankeny Boulevard.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Sidewalk Easement, and Temporary Construction Easement for the completion of the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 21st day of February, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: GreenState Credit Union
2355 Landon Road
North Liberty, IA 52317

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $5,700.00, calculated as follows:

Permanent Easement:	217 SF x $18.00 / SF =	$3,906.00
Temporary Easement:	1,245 SF x $18.00 / SF (8%) =	$1,792.80
Total Compensation:	(Rounded Up)	$5,700.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NW 36th Street Widening – NW Ash Drive to N Ankeny Boulevard project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 26th day of October, 2021.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Brian DePrez, Snyder & Associates

THIS OFFER IS ACCEPTED on this 8 day of December, 2021.

By: Kathy Courtney, CEO/Greenstate Credit Union

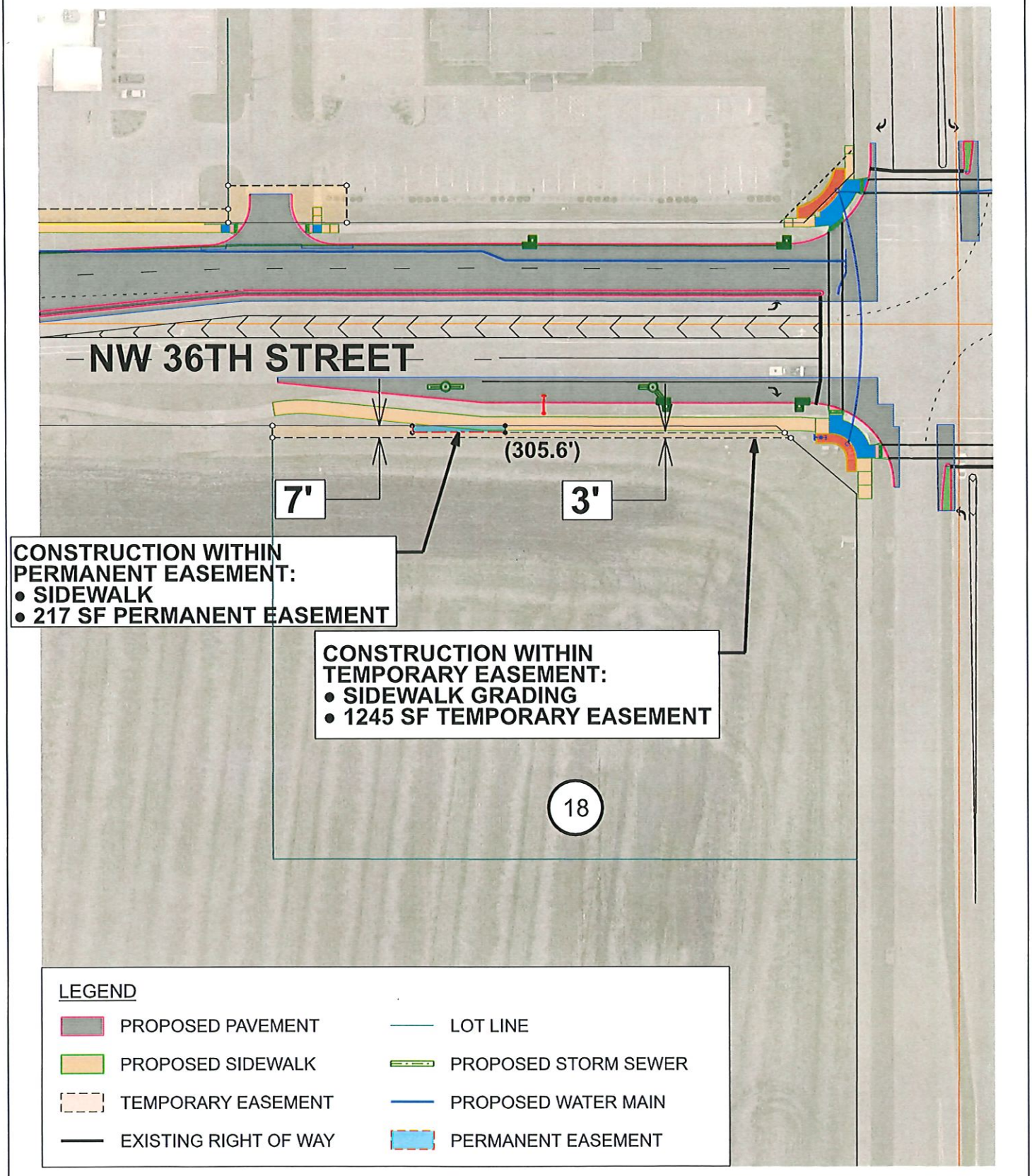
By: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20_____, by Resolution No. _____.

By: _____
~~Gary Lorenz~~, Mayor
Mark E. Holm

Attest: _____
Denise L. Hoy, City Clerk



PARCEL 18 - GREENSTATE CREDIT UNION

SCALE: 1"=80'

DATE: 10/26/2021

city of Ankeny
bringing it all together

N

PROJECT NAME:
NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD

PROJECT #: 120.1005

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10/26/2021
kbrie_ORD

WHEN RECORDED RETURN TO:
City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT SIDEWALK EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Sidewalk Easement ("Easement") is entered into this 8th day of December, 2021, by and between GREENSTATE CREDIT UNION (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sidewalk easement under, through, and across the following described real estate:

A PART OF PARCEL 2017-112, AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 16727 PAGE 247 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE NORTH 89°52'12" WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 267.65 FEET; THENCE SOUTH 0°07'48" WEST, 60.00 FEET TO THE NORTH LINE OF SAID PARCEL 2017-112 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°07'48" WEST, 4.00 FEET; THENCE NORTH 89°52'12" WEST, 54.35 FEET; THENCE NORTH 00°07'48" EAST, 4.00 FEET TO SAID NORTH LINE OF PARCEL 2017-112; THENCE SOUTH 89°52'12" EAST ALONG SAID NORTH LINE, 54.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (217 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

See Attached Permanent Easement Plat

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC SIDEWALK AND APPURTENANCES

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.

4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.

5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 8 day of December, 20 21.

Signed

Kathy Courtney, CEO, Green State Credit Union
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Johnson } ss:

On this 8th day of December, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathy Courtney,

___ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Tami McGary (Sign in Ink)

Tami McGary (Print Name)

TAMI S MCGARY
Commission Number 195535
My Commission Expires
6-27-2022

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- ___ INDIVIDUAL
- ✓ CORPORATE
  Title(s) of Corporate Officer(s)
  _____
  _____
  ___ Corporate Seal is affixed
  ___ No Corporate Seal procured
- ___ PARTNER(s):
  ___ Limited Partnership
  ___ General Partnership
- ___ ATTORNEY-IN-FACT
- ___ EXECUTOR(s) or TRUSTEE(s)
- ___ GUARDIAN(s) or CONSERVATOR(s)
- ___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Green State Credit Union

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PARCEL 2017-112
SECTION 11-80-24
REQUESTED BY:
CITY OF ANKENY

EASEMENT PLAT

EASEMENT DESCRIPTION

A PART OF PARCEL 2017-112, AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 16727 PAGE 247 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE NORTH 89°52'12" WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 267.65 FEET; THENCE SOUTH 0°07'48" WEST, 60.00 FEET TO THE NORTH LINE OF SAID PARCEL 2017-112 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°07'48" WEST, 4.00 FEET; THENCE NORTH 89°52'12" WEST, 54.35 FEET; THENCE NORTH 00°07'48" EAST, 4.00 FEET TO SAID NORTH LINE OF PARCEL 2017-112; THENCE SOUTH 89°52'12" EAST ALONG SAID NORTH LINE, 54.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (217 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

OCTOBER 29, 2020

OWNER

GREENSTATE CREDIT UNION
2355 LANDON ROAD
NORTH LIBERTY, IOWA 52317

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 11-80-24 IS ASSUMED TO BEAR NORTH 89° 52' 12" WEST FOR THE PURPOSE OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap#18643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	----------	
Section Line	——— - ———	
1/4 Section Line	—— — — ——	
1/4 1/4 Section Line	— — — — —	
Easement Line	— — — — — — —	
Yellow Plastic Cap	YPC	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

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

Terry Coady, PLS — Date 10-26-2021

License Number 18643

My License Renewal Date is December 31, 2021

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

NW 36th STREET WIDENING - NW ASH DRIVE TO N ANKENY BLVD

PARCEL 18 - GREENSTATE CREDIT UNION

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2
PN: 120.1005
FBK: Bk 1232A, Pg 7
DATE: 09-01-21
PM/TECH: TLC/SLG

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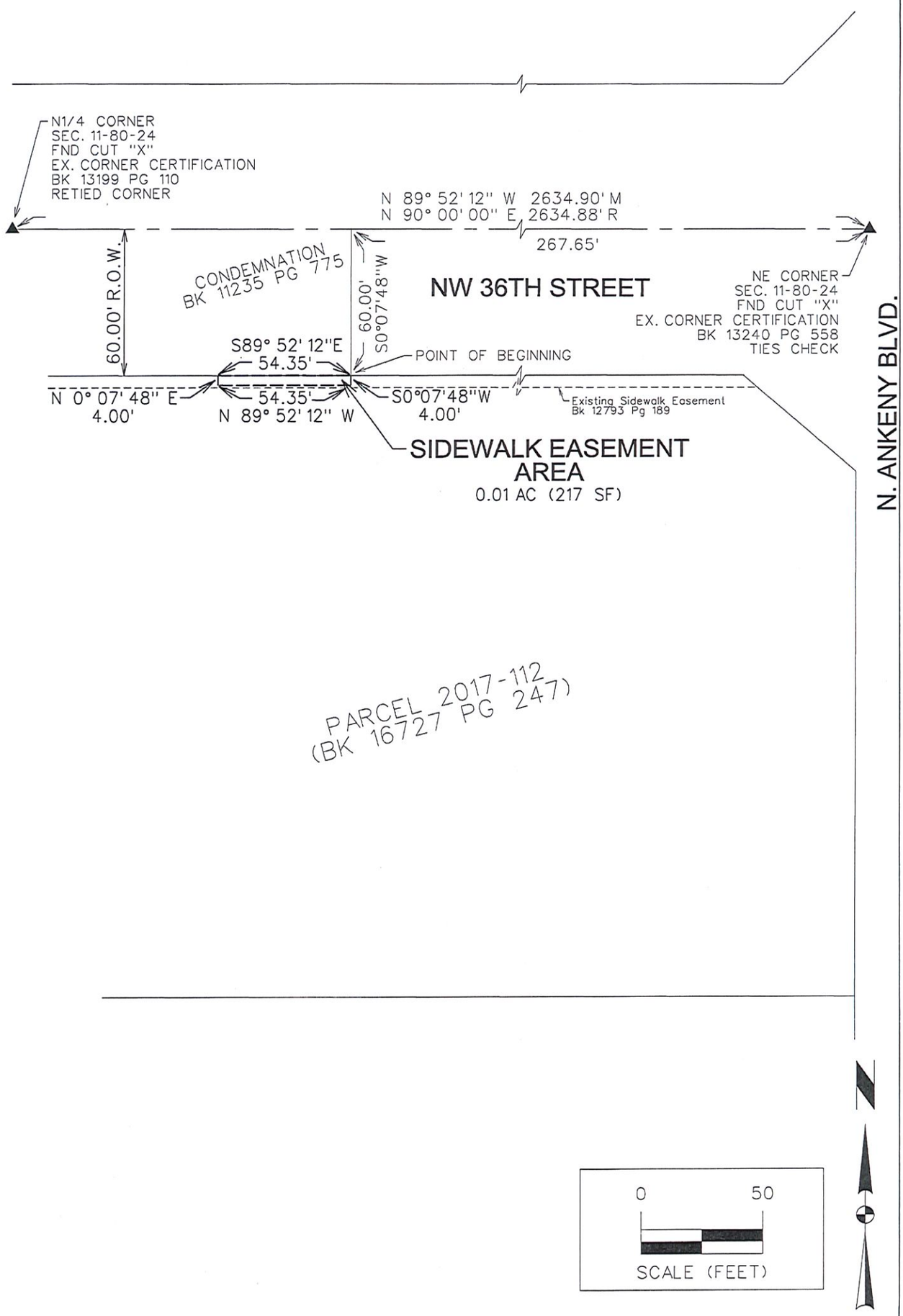
tlcoady

EASEMENT PLAT



NW 36th STREET WIDENING - NW ASH DRIVE TO N ANKENY BLVD

PARCEL 18 - GREENSTATE CREDIT UNION

SHEET	2 OF 2
PN:	120.1005
FBK:	Bk 1232A, Pg 7
DATE:	09-01-21
PM/TECH:	TLC/SLG

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

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10/26/2021
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TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That GREENSTATE CREDIT UNION (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NW 36th STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 26TH day of JANUARY, 20 22.

Signed

Kathy Courtney, COO, Green State Credit Union
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Johnson } ss:

On this 2nd day of February 2, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~Tim Reck~~ Kathy Courtney,

✓ to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Tammy Bartelme (Sign in Ink)
Tammy Bartelme (Print Name)

Notary Public in and for the State of Iowa

TAMMY BARTELME
Commission Number 831949
My Commission Expires
5/12/2022

IOWA NOTARIAL SEAL

||| CAPACITY CLAIMED BY SIGNER:

| ___ INDIVIDUAL
| ___ CORPORATE
| Title(s) of Corporate Officer(s)
| _____
| _____
| ___ Corporate Seal is affixed
| ___ No Corporate Seal procured
| ___ PARTNER(s):
| ___ Limited Partnership
| ___ General Partnership
| ___ ATTORNEY-IN-FACT
| ___ EXECUTOR(s) or TRUSTEE(s)
| ___ GUARDIAN(s) or CONSERVATOR(s)
| ___ OTHER: _____
|
| **SIGNER IS REPRESENTING:**
| List name(s) of entity(ies) or person(s)
| _____
| _____
| _____

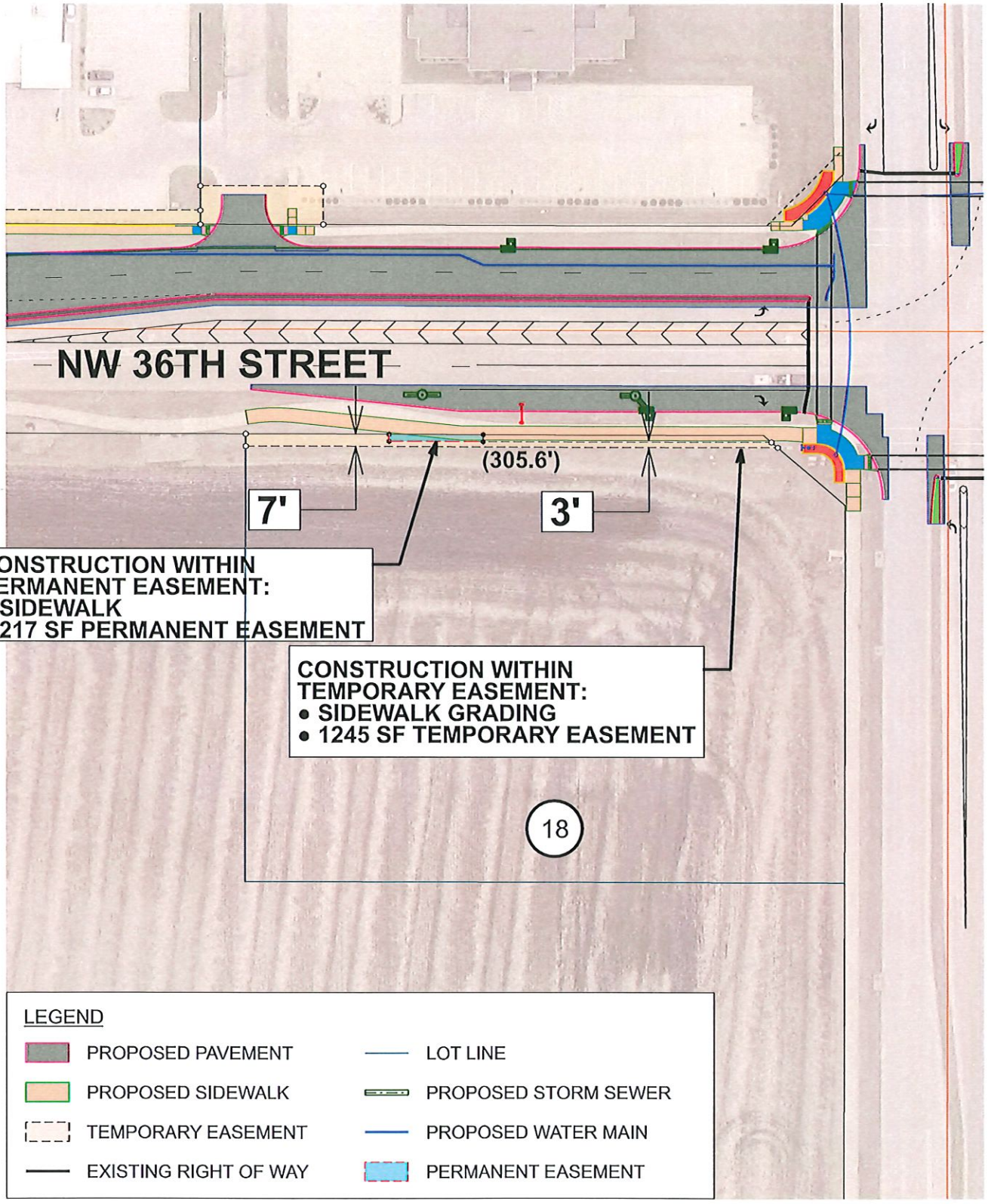
ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa



PARCEL 18 - GREENSTATE CREDIT UNION

SCALE:	1"=80'
DATE:	10/26/2021
PROJECT #:	120.1005

city of Ankeny
bringing it all together

N

PROJECT NAME:
NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD

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10/26/2021
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ANKENY CITY COUNCIL

City Council Agenda

February 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:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with Threshold Otter Creek, LLC concerning the construction of a traffic signal at the proposed intersection of NE 36th Street and NE Spectrum Drive associated with the Spectrum 36 Development in the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

The City of Ankeny has asked Threshold Otter Creek, LLC to enter into a Development Agreement that outlines certain terms and conditions for the construction of a traffic signal at the proposed intersection of NE 36th Street and NE Spectrum Drive. Threshold Otter Creek LLC and City staff agreed to a set of terms and conditions outlined in the Development Agreement and a copy of said Development Agreement is attached for reference.

FISCAL IMPACT: **??No**

Construction of the traffic signal will be included as part of the NE 36th Street Reconstruction, I-35 to NE Four Mile Drive, project which is included in the 2022 CIP.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Development Agreement with Threshold Otter Creek LLC for the construction of a traffic signal at the proposed intersection of NE 36th Street and NE Spectrum Drive and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution Authorizing Mayor to Sign
Development Agreement - Signed

RESOLUTION 2022-XX

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH THRESHOLD OTTER CREEK, LLC CONCERNING THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF NE 36TH STREET AND PROPOSED NE SPECTRUM DRIVE IN THE CITY OF ANKENY, IOWA

WHEREAS, the City has asked Threshold Otter Creek, LLC to enter into a Development Agreement that outlines certain terms and conditions for the construction of a traffic signal at the intersection of NE 36th Street and proposed NE Spectrum Drive in the City of Ankeny; and,

WHEREAS, the City will need to complete the design and construction of the traffic signal at the intersection of NE 36th Street and proposed NE Spectrum Drive, adhering to the terms of the Development Agreement; and,

WHEREAS, Threshold Otter Creek, LLC and City staff agreed to a set of terms and conditions outlined in the attached Development Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa hereby authorizes the Mayor to sign the aforesaid Development Agreement on behalf of the City of Ankeny, Iowa.

PASSED AND APPROVED on this 21st day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

WHEN RECORDED RETURN TO:
Denise L. Hoy, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Amy Quartell, 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023 (515) 965-6448

SPACE ABOVE THIS LINE FOR RECORDER

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA, AND THRESHOLD OTTER CREEK, LLC

WHEREAS, the City of Ankeny, Iowa (hereinafter the "City") has received a site plan and traffic impact study from Threshold Otter Creek, LLC, an Iowa limited liability company (hereinafter the "Developer") regarding the construction of a commercial building and related improvements on Lot 1 of Spectrum 36 Plat 1 (hereinafter the "Development"); and

WHEREAS, the Otter Creek PUD Traffic Impact Study ("Current Traffic Study"), which was provided by the Developer and approved by the City on March 5, 2021 shows that additional traffic generated from the Development will result in unacceptable congestion and safety issues at NE 36th Street and proposed NE Spectrum Drive (the "Intersection"); and

WHEREAS, the Current Traffic Study contemplates that a traffic signal is warranted at the Intersection due to the traffic generated from the Development; and

WHEREAS, the traffic signal is not currently programmed into the City's current five-year Capital Improvement Program ("CIP"); and

WHEREAS, the City and Developer are agreeable to share in the cost of the traffic signal, and the City will complete the traffic signal as part of the NE 36th Street Reconstruction – I-35 to NE Four Mile Drive project (the "City Project").

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The City will design and install a traffic signal at the Intersection as part of the City Project.

2. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the "Right of Way") necessary for any street, public utility, pedestrian ramp, signal improvements, or other improvements needed to complete the City Project. The Right of Way shall be provided at no cost to the City.

3. The Developer agrees to reimburse the City fifty percent (50%) of the traffic signal equipment, materials and construction costs, not to exceed $200,000.00, as the Developer's contribution to the traffic signal installation within thirty (30) days after the City Project has been completed and accepted by the City Council.

4. This Agreement shall be governed by the laws of the State of Iowa.

5. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

7. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

8. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

9. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

City:

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Attn.: Amy Quartell, PE

Threshold Otter Creek LLC:

Threshold Otter Creek, LLC
7049 Vista Drive
West Des Moines, IA 50266
Attn: Brian Martin

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 10th day of February, 2022.

THRESHOLD OTTER CREEK, LLC

By: _____
Brian Martin, President

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

By: _____
Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the 10th day of February, 2022, before me, a Notary Public in and for said County and State personally appeared Brian Martin, of Threshold Otter Creek, LLC, to me personally known, who being by me duly sworn, did say that he is President of Threshold Otter Creek, LLC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

_____
Notary Public in and for said State of Iowa

PAMELA OSBORN
Commission Number 729370
My Commission Expires
October 8, 2022

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **MARK E. HOLM** and **DENISE L. HOY**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2022, and the said **MARK E. HOLM** and **DENISE L. HOY** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

??

ANKENY CITY COUNCIL

City Council Agenda

February 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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?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

2020 CIPP Lining Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Municipal Pipe Tool of $419,491.40; c) Approval of Change Order #1 in the amount of ($3,175.00); d) Final Payment #3 in the amount of $1,499.29 / Release of Retainage in the amount of $20,974.57.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, approval of change order #1, and payment #3 (final) and retainage payment to Municipal Pipe Tool on the 2020 Sanitary Sewer Maintenance Program - CIPP Lining Project.

The 2020 Sanitary Sewer Maintenance Program - CIPP Lining Project is now complete including all final punch-list items. A series of actions are needed in order to close out this construction project:

1. Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications and that the final contract amount is $419,491.40.

2. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the 2020 Sanitary Sewer Maintenance Program - CIPP Lining Project and establishes the final contract amount to be $419,491.40.

3. Final Payment: Municipal Pipe Tool = $1,499.29

Retainage Payment: Municipal Pipe Tool = $20,974.57

It is recommended that the retainage payment on the project be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: **??No**

The above payments will facilitate the final completion of this project, which was funded through the 2019 - 2023 Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Certificate of Completion from the project engineer for the 2020 CIPP Lining Project;

2. Adopt the Resolution accepting the 2020 CIPP Lining Project with Municipal Pipe Tool in the final contract amount of $419,491.40;

3) Approve change order #1 in the amount of ($3,175.00); and

4. Authorize final payment to Municipal Pipe Tool in the amount of $1,499.29 and release of retainage payment in the amount of $20,974.57 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 16, 2020: Council ordered construction and set dates for bid letting and public hearing.

April 20, 2020: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Final Payment Application
Change Order #1
Certificate of Completion
Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: 2020 CIPP Lining Project
Contractor: Municipal Pipe Tool Company, LLC
Address: 515 5th Street - PO Box 398, Hudson, IA 50643
Finance Budget Code: 650.3650.4452 **Finance Project #** 650.4452
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 20, 2020 **Vendor #** 6750

Date of Council Meeting: February 21, 2022 **PAYMENT REQUEST #** 3 (Final)
PAYMENT PERIOD: From: June 6, 2020 Through: February 4, 2022

Contract Summary

Original Contract Amount:	$ 422,666.40			
Net change by Change Orders:	$ (3,175.00)			
Contract Amount to Date: (line 1 ± 2)		$ 419,491.40		
Total completed and stored to date:	$ 419,491.40			
Retainage: 5 % of Completed Work:	$ 20,974.57			
Total Earned less Retainage:		$ 398,516.83		
Less previous applications for payment:		$ 397,017.54		
SUBTOTAL			$	1,499.29
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	1,499.29
Balance to finish, including retainage:		$ 20,974.57		
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: Municipal Pipe Tool Company, LLC
Firm Name

Sharon Waschkat
Signature

2/10/2022
Date

Engineer / Consultant Approval: City of Ankeny
Firm Name

Signature

2/15/2022
Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Mark Valmore, P.E. - Civil Engineer II
E-mail: mvalmore@Ankenylowa.gov *Phone:* (515) 963-3521 *Fax:* (515) 963-3537

Date Printed: 2/11/2022

CHANGE ORDER FORM

city of Ankeny
bringing it all together

Project Title:	2020 CIPP Lining Project		
Contractor:	Municipal Pipe Tool Company, LLC		
Address:	515 5th Street - PO Box 398, Hudson, IA 50643		
Finance Budget Code:	650.3650.4452	**Finance Project #**	650.4452
Vendor Project or Invoice #:	0	**PO #**	0
Original Contract Date:	April 20, 2020	**Vendor #**	6750

Change Order Number: 1

Change Order Date: February 8, 2022

Purpose of Change Order:

This change order includes the addition of pipe patches and additional time needed to grind down buildup in pipes prior to lining. Change order also includes a deduct for damage to pipe 16M 41 while attempting to removing excess concrete, which resulted in a $16,100.00 City repair.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
	Pipe patch	EA	2.00	$ 1,250.00	$ 2,500.00
	MH 15L 57-15L 56 – Deposit at 228' that needs removed	HR	1.00	$ 475.00	$ 475.00
	MH 15L 17-15L 16 – Calcium buildup at 143' that needs removed	HR	2.00	$ 475.00	$ 950.00
	MH 15L 58-15L 57 – Protruding tap at 150' - needs cut with IST cutter	HR	1.00	$ 475.00	$ 475.00
	MH 15K 54 - Use hammer drill to make all 8"	HR	1.00	$ 475.00	$ 475.00
	Repair to Wanda Street Pipe due to hammerjacking of pipe	EA	0.50	$ (16,100.00)	$ (8,050.00)
					$ -
					$ -
					$ -
					$ -
Change Order Number: 1 makes the following adjustments to the Contract:					**$ (3,175.00)**

Contractor Accepted: Municipal Pipe Tool Company, LLC
Firm Name

Sharon Waschkat
Signature

2/10/2022
Date

Engineer Approved: City of Ankeny
Firm Name

Signature

2/15/2022
Date

Owner Accepted: City of Ankeny

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 422,666.40
1	February 7, 2022	$ (3,175.00)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 419,491.40**

Date Printed: 2/9/2022

CERTIFICATE OF COMPLETION

2020 CIPP LINING PROJECT

Ankeny, Iowa

February 21, 2022

This is to certify that the construction improvements on the ***2020 CIPP Lining Project*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***$419,491.40***. I hereby recommend acceptance of the project.

Respectfully submitted,

Mark Valmore
Civil Engineer II
City of Ankeny
Iowa License Number 21271

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2020 CIPP LINING PROJECT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE 2020 CIPP LINING PROJECT

WHEREAS, on the **20th** day of **April**, 2020, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Municipal Pipe Tool Co., LLC** of **Hudson, Iowa**, for the construction of certain public improvements generally described as the 2020 CIPP Lining Project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **February 21, 2022**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be $**419,491.40**, as shown in the report of the Engineer.

PASSED AND APPROVED this **21st** day of **February**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2021 Saylor Creek Repairs & Restoration Project Consider motion to approve: a) Final Change Order #2 decreasing the contract amount by $15,640.44; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Elder Corporation in the amount of $142,363.31; and d) Final Payment #3 in the amount of $7,576.48; and Retainage Payment in the amount of $7,118.17.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, approval of the final and retainage payments to Elder Corporation on the 2021 Saylor Creek Repairs & Restoration project.

The 2021 Saylor Creek Repairs & Restoration project is now complete. A series of actions are needed in order to close out this construction project:

a) Approval of the Final Change Order #2 decreasing the contract amount by $15,640.44.

b) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.

c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the 2021 Saylor Creek Repairs & Restoration project and establishes the final contract amount to be $142,363.31.

d) Final Payment: Elder Corporation = $7,576.48

Retainage Payment: Eder Corporation = $7,118.17

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: **??No**

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approve Final Change Order #2 decreasing the contract amount by $15,640.44.

2. Accept the Engineer's Certificate of Completion for the 2021 Saylor Creek Repairs & Restoration project.

3. Adopt the Resolution accepting the 2021 Saylor Creek Repairs & Restoration project in the final contract amount of $142,363.31.

4. Authorize Final Payment in the amount of $7,576.48, and Retainage Payment in the amount of $7,118.17.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 2, 2021: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order No. 2
Pay Application No. 3
Certificate of Completion
Resolution

CHANGE ORDER FORM

Project Title:	2021 Saylor Creek Repairs & Restoration		
Contractor:	Elder Corporation		
Address:	5088 E. University Avenue Des Moines, Iowa 50327		
Finance Budget Code:	680.3680.4453	***Finance Project #***	680.4453
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	August 2, 2021	***Vendor #***	5340

Change Order Number: 2

Change Order Date: February 21, 2022

Purpose of Change Order:

Final change order to adjust plan quantities to as-built quantities.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
10	Rolled Erosion Control Product, Temporary Type 2C	SY	(107.70)	$ 1.20	$ (129.24)
12	Wattle, Straw 12"	LF	170.00	$ 3.00	$ 510.00
13	Wattle, Straw 12", Remove	LF	(480.00)	$ 1.00	$ (480.00)
14	Riprap, Class E	TON	0.77	$ 95.00	$ 73.15
15	Erosion Stone	TON	(49.05)	$ 57.00	$ (2,795.85)
16	Silt Fence, Installation	LF	(330.00)	$ 2.00	$ (660.00)
17	Silt Fence, Cleanout	LF	(330.00)	$ 0.25	$ (82.50)
18	Silt Fence, Removal	LF	(330.00)	$ 1.00	$ (330.00)
19	Stabilized Construction Entrance	SY	(267.00)	$ 20.00	$ (5,340.00)
20	Erosion Control Mulching, Hydromulch, BFM	AC	(1.50)	$ 3,300.00	$ (4,950.00)
25	Bendway Weir	TON	(14.00)	$ 104.00	$ (1,456.00)

Change Order Number: 2 makes the following adjustments to the Contract: $ (15,640.44)

Contractor Accepted: Elder Corporation

Wade Harris — Signature

02/08/2022 — Date

Engineer Approved: ISG — Firm Name

Justin Hein — Signature

2/9/2022 — Date

Owner Accepted: City of Ankeny

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 160,160.00
1	December 20, 2021	$ (2,156.25)
2	February 21, 2022	$ (15,640.44)
3		
4		
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15		

Revised Contract Amount $ 142,363.31

Date Printed: 2/8/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	2021 Saylor Creek Repairs & Restoration		
Contractor:	Elder Corporation		
Address:	5088 E. University Avenue Des Moines, Iowa 50327		
Finance Budget Code:	680.3680.4453	***Finance Project #***	680.4453
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	August 2, 2021	***Vendor #***	5340

Date of Council Meeting: February 21, 2022 **PAYMENT REQUEST #** 3 - Final

PAYMENT PERIOD: From: December 8, 2021 Through: January 31, 2022

Contract Summary

Original Contract Amount:	$ 160,160.00			
Net change by Change Orders:	$ (17,796.69)			
Contract Amount to Date: (line 1 ± 2)		$ 142,363.31		
Total completed and stored to date:	$ 142,363.31			
Retainage: 5 % of Completed Work:	$ 7,118.17			
Total Earned less Retainage:		$ 135,245.14		
Less previous applications for payment:		$ 127,668.66		
SUBTOTAL			$	7,576.48
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	7,576.48
Balance to finish, including retainage:		$ 7,118.17		
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: Elder Corporation (Firm Name)

Wade Harris (Signature) — 02/08/2022 (Date)

Engineer / Consultant Approval: ISG (Firm Name)

Justin Hein (Signature) — 2/9/2022 (Date)

City of Ankeny Staff Approval:

Becky Ford (Signature) — 02/11/2022 (Date)

Submit to: Becky Ford, P.E., CFM

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

Date Printed: 2/8/2022

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	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		1.00	$ 3,700.00	$ 3,700.00		$ -	1.00	1.00	$ 3,700.00	0.00	100.00%
2	ON-SITE TOPSOIL, 6"	CY	200		200.00	$ 11.00	$ 2,200.00		$ -	200.00	200.00	$ 2,200.00	0.00	100.00%
3	EXCAVATION, CLASS 10	CY	1,220		1,220.00	$ 10.00	$ 12,200.00		$ -	1220.00	1,220.00	$ 12,200.00	0.00	100.00%
4	PCC CURB AND GUTTER, CLASS C, 18" WIDE, 8" THICK	LF	62		62.00	$ 61.50	$ 3,813.00		$ -	62.00	62.00	$ 3,813.00	0.00	100.00%
5	SHARED USE PATH, PCC, CLASS C, 6" THICK	SY	18		18.00	$ 145.00	$ 2,610.00		$ -	18.00	18.00	$ 2,610.00	0.00	100.00%
6	SIDEWALK, PCC, CLASS C, 5" THICK	SY	53		53.00	$ 74.50	$ 3,948.50		$ -	53.00	53.00	$ 3,948.50	0.00	100.00%
7	TEMPORARY TRAFFIC CONTROL	LS	1		1.00	$ 2,850.00	$ 2,850.00		$ -	1.00	1.00	$ 2,850.00	0.00	100.00%
8	SEEDING AND FERTILIZING, CONVENTIONAL TYPE 1 SEED	AC	0.25		0.25	$ 4,500.00	$ 1,125.00		$ -	0.25	0.25	$ 1,125.00	0.00	100.00%
9	SEEDING AND FERTILIZING, CONVENTIONAL TYPE 3 SEED	AC	1.25		1.25	$ 1,500.00	$ 1,875.00		$ -	1.25	1.25	$ 1,875.00	0.00	100.00%
10	ROLLED EROSION CONTROL PRODUCT, TEMPORARY TYPE 2C	SY	1,225	(107.70)	1,117.30	$ 1.20	$ 1,340.76		$ -	1117.30	1,117.30	$ 1,340.76	0.00	100.00%
11	ROLLED EROSION CONTROL PRODUCT, PERMANENT	SY	258		258.00	$ 5.50	$ 1,419.00		$ -	258.00	258.00	$ 1,419.00	0.00	100.00%
12	WATTLE, STRAW 12"	LF	480	170.00	650.00	$ 3.00	$ 1,950.00		$ -	650.00	650.00	$ 1,950.00	0.00	100.00%
13	WATTLE, STRAW 12", REMOVAL	LF	480	(480.00)	0.00	$ 1.00	$ -		$ -		0.00	$ -	0.00	0.00%
14	RIPRAP, CLASS E	TON	413	0.77	413.77	$ 95.00	$ 39,308.15	83.95	$ 7,975.25	329.82	413.77	$ 39,308.15	0.00	100.00%
15	EROSION STONE	TON	60	(49.05)	10.95	$ 57.00	$ 624.15		$ -	10.95	10.95	$ 624.15	0.00	100.00%
16	SILT FENCE, INSTALLATION	LF	330	(330.00)	0.00	$ 2.00	$ -		$ -		0.00	$ -	0.00	0.00%
17	SILT FENCE, CLEANOUT	LF	330	(330.00)	0.00	$ 0.25	$ -		$ -		0.00	$ -	0.00	0.00%
18	SILT FENCE, REMOVAL	LF	330	(330.00)	0.00	$ 1.00	$ -		$ -		0.00	$ -	0.00	0.00%
19	STABILIZED CONSTRUCTION ENTRANCE	SY	267	(267.00)	0.00	$ 20.00	$ -		$ -		0.00	$ -	0.00	0.00%
20	EROSION CONTROL MULCHING, HYDROMULCHING, BFM	AC	3	(1.50)	1.50	$ 3,300.00	$ 4,950.00		$ -	1.50	1.50	$ 4,950.00	0.00	100.00%
21	MOBILIZATION	LS	1		1.00	$ 18,846.00	$ 18,846.00		$ -	1.00	1.00	$ 18,846.00	0.00	100.00%
22	CONCRETE WASHOUT	LS	1		1.00	$ 2,500.00	$ 2,500.00		$ -	1.00	1.00	$ 2,500.00	0.00	100.00%
23	RUBBISH DISPOSAL, COLLAPSED BRIDGE	LS	1		1.00	$ 18,500.00	$ 18,500.00		$ -	1.00	1.00	$ 18,500.00	0.00	100.00%
24	LIVE STAKING	EA	2,595		2,595.00	$ 8.00	$ 20,760.00		$ -	2595.00	2,595.00	$ 20,760.00	0.00	100.00%
25	BENDWAY WEIR	TON	14	(14.00)	0.00	$ 104.00	$ -		$ -		0.00	$ -	0.00	0.00%
8001	LIVE STAKE PRICE REDUCTION	LS		1.00	1.00	$ (2,500.00)	$ (2,500.00)		$ -	1.00	1.00	$ (2,500.00)	0.00	100.00%
8002	NURSER CROP	ACRE		1.25	1.25	$ 275.00	$ 343.75		$ -	1.25	1.25	$ 343.75	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 142,363.31 PAY PERIOD = $ 7,975.25 COMPLETED = $ 142,363.31 100.00%

Date printed: 2/8/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 1, 2021	$ 85,578.42
2	December 20, 2021	$ 42,090.24
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Previous Applications for Payment

No.	Date	Amount
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37		
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39		
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PREVIOUS PAY APP TOTAL = $ 127,668.66

Record of Change Orders

No.	Date	Amount
1	December 20, 2021	$ (2,156.25)
2	February 21, 2022	$ (15,640.44)
3		
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CHANGE ORDER TOTAL = $ (17,796.69)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	September 10, 2021

Substantial Completion

Contract Working Days:	~~40.0~~
Added by Change Order:	~~5.0~~
Total Working Days:	~~45.0~~
Working Days Used to Date:	~~45.0~~
Working Days Remaining:	**0.0**

Full Completion

Contract Working Days:	40.0
Added by Change Order:	5.0
Total Working Days:	45.0
Working Days Used to Date:	45.0
Working Days Remaining:	**0.0**

Date Printed: 2/8/2022

CERTIFICATE OF COMPLETION

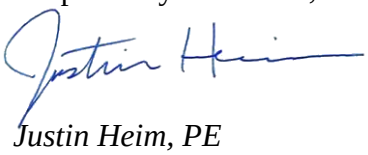
2021 Saylor Creek Repairs and Restoration

Ankeny, Iowa

February 21st, 2022

This is to certify that the construction improvements on the ***2021 Saylor Creek Repairs and Restoration*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***$142,363.31***. I hereby recommend acceptance of the project.

Respectfully submitted,



Justin Heim, PE
Civil Engineer
ISG
Iowa License Number 26800

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2021 SAYLOR CREEK REPAIRS AND RESTORATION", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE 2021 SAYLOR CREEK REPAIRS AND RESTORATION

WHEREAS, on the **2nd** day of **August**, 2021, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Elder Corporation** of **Des Moines, Iowa**, for the construction of certain public improvements generally described as the 2021 Saylor Creek Repairs and Restoration; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **February 21, 2022**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be $**142,363.31**, as shown in the report of the Engineer.

PASSED AND APPROVED this **21st** day of **February**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Cultural Arts Board

- Hilary Kodatt - effective immediately - term expires 04/30/2025 (Seat 2)

Economic Development Council

- David Kinsley - effective immediately - term expires 06/30/2023 (Seat 3)

Planning and Zoning Commission

- Randy Weisheit - effective immediately - term expires 12/31/2022 (Seat 4)

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 Board and Commission Members as presented.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Resolution

LEGAL:

SUBJECT:

An amendment to **RESOLUTION 2021-461** by adding Des Moines Sister Cities Commission and making an appointment for service.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to amend RESOLUTION 2021-461 by adding Des Moines Sister Cities

Commission and appointing Eric Baker as 1st Representative.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amended Resolution

RESOLUTION 2021-461

A RESOLUTION APPOINTING ANKENY'S REPRESENTATIVES TO THE VARIOUS COMMITTEES AND BOARDS (AMENDED ON 1/18/2022)

BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the following are hereby designated and appointed as the City of Ankeny's representatives to listed Committees and Boards to serve at the pleasure of the council 12/31/2022.

Appointment	1st Rep	2nd Rep	1st Alt	2nd Alt
DART	Kelly Whiting		Bobbi Bentz	
MPO-Policy	Mark Holm	David Jones	Michael Schrock	Bobbi Bentz
MPO-Technical	Amy Quartell	Mark Mueller	Adam Lust	
MPO – Executive	Mark Holm			
MWA	Mark Holm	Joe Ruddy	N/A	N/A
WRA	Joe Ruddy	Mike Schrock	Don Clark	
WRA Technical	Don Clark	Roger McFarland	N/A	N/A
Chamber	Mark Holm	Derek Lord	N/A	N/A
Development Corp	Mark Holm	Derek Lord	N/A	N/A
BRAVO	Jeff Perry	N/A	N/A	N/A
CIRDWC	Jeff Perry	Don Clark	Michael Schrock	N/A
City/School Sub	Bobbi Bentz	Mark Holm	Kelly Whiting	N/A
Comm. Ed Ad	Jeff Perry	Joe Ruddy	N/A	N/A
4-MI Creek watershed	Joe Ruddy	N/A	Mark Mueller	N/A
Convention & Visitors Bureau	Bobbi Bentz	N/A	Kelly Whiting	N/A
Metro Advisory Council	Bobbi Bentz	Mark Holm	Kelly Whiting	N/A
Uptown Ankeny Association	Mark Holm	N/A	Derek Lord	N/A
Polk County Emergency Mgmt	Mark Holm		All Council	Chief Potts and Chief Clack
Polk County Joint 911	Darius Potts	Robert Chiappano		
Des Moines Partnership	Mark Holm			
Ankeny Sports Foundation	Joe Ruddy			
Des Moines Sister Cities Commission	Eric Baker			
PCAA	Jeff Wangness	Todd Ashby		

DATED this 20th day of December, 2021, **AND AMENDED** this 18th day of January, 2022, AND AMENDED this 21 day of February, 2022.

_____
Mark E Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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

Strengthen Community Engagement

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2095: An Ordinance amending Chapter 30, Economic Development Council, of the Municipal Code of the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

The proposed ordinance amendment would reduce the Economic Development Council from 11 members to 9 members making it easier to fill vacancies.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2095

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2095, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance 2095

ORDINANCE 2095

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO ECONOMIC DEVELOPMENT COUNCIL

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

SECTION 1. SECTION MODIFIED. Section 30.02 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

> **30.02 COMPOSITION AND TERMS OF OFFICE.** The Economic Development Council consists of nine members whose term of office is three years on a staggered basis and who are appointed by the Mayor subject to the approval of the City Council. The Mayor shall appoint said members who represent different perspectives that are relevant to economic development in Ankeny. Members of the Economic Development Council may include nonresidents who work in Ankeny; however, a majority of the members shall be residents of Ankeny.

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 at Ankeny Iowa, this **21st**, day of **February**, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE 25TH DAY OF FEBRUARY, 2021

1st Con 1/18/22
2nd Con 2/07/22
3rd Con 2/21/22

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

February 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 - 2nd Reading

LEGAL:

SUBJECT:

Ord 2096: An Ordinance vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2096 vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2096.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Easement Vacation Plat

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

ORDINANCE

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT LOCATED ON LOT 20, ASHLAND RIDGE PLAT 2

WHEREAS, pursuant to notice published in the manner required by law, on the 7th day of February, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a portion of a utility easement, as shown on the attached Easement Vacation Plat; and

WHEREAS, the City Council finds that all public purpose served by said Easement is no longer necessary; and

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

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

SECTION I. The City of Ankeny does hereby vacate and release that portion of said Easement, as shown on the attached Easement Vacation Plat.

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

SECTION III. This Ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this 7th day of March, 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 _____ (Public Hearing)
2nd Con _____
3rd Con _____

VACATION PLAT

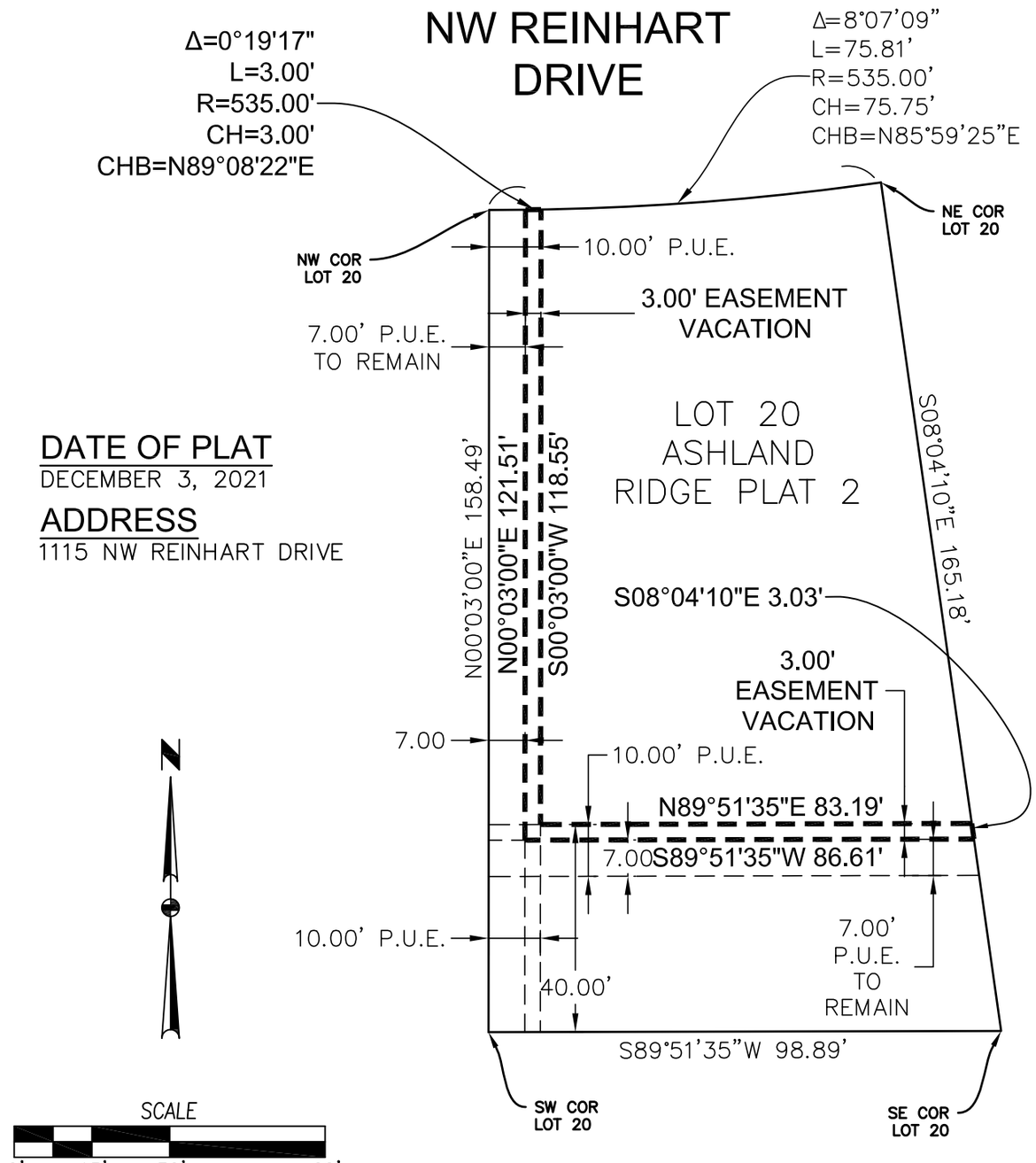
EASEMENT VACATION DESCRIPTION

THE EAST 3.00 FEET OF THE WEST 10.00 FEET, EXCEPT THE SOUTH 37.00 FEET THEREOF

AND

THE NORTH 3.00 FEET OF THE SOUTH 40.00 FEET, EXCEPT THE WEST 7.00 FEET THEREOF

ALL BEING A PART OF LOT 20, ASHLAND RIDGE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



DATE OF PLAT
DECEMBER 3, 2021

ADDRESS
1115 NW REINHART DRIVE

FILE: H:\2021\2111933\DWG\2111933-VACATION PLAT.DWG
FILE DATE: 12/8/21 DATE PLOTTED: 12/8/2021 8:43 AM
PLOTTED BY: MIKE BROONER:

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 1st 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 (PH 2022-08)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??Yes**

Convert nontaxable public land into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of ORDINANCE 2097.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2097.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Vacation Exhibit

Preparer Information: Deb Gervais, City of Ankeny, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

ORDINANCE

**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 21st day of March, 2022.

CITY OF ANKENY, IOWA

_____
Mark E. Holm, Mayor

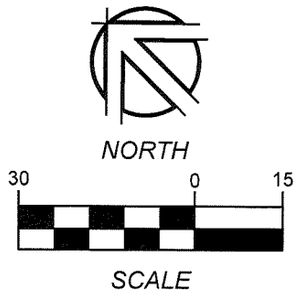
ATTEST:

_____
Denise L. Hoy, City Clerk

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

**1st Con _____ (Public Hearing)
2nd Con _____
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
O	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

THAREN J. HELGERSON LICENSED 18530 IOWA PROFESSIONAL LAND SURVEYOR

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: _____ 1-11-22

Name: Tharen J. Helgerson, P.L.S. No. 18530 Date

My license renewal date is December 31, 2022 Date of survey: 09/09/21

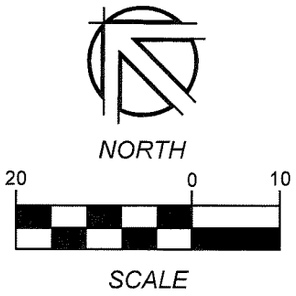
Pages or sheets covered by this seal: Sheets 1 and 2 of 2 sheets only

NILLES ASSOCIATES
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	NAI No.: 18154	DRAWN BY: TJH	DWG No.: 1/2
LOCATION: THE DISTRICT AT PRAIRIE TRAIL PLAT 8 ANKENY, IOWA	DATE: 12/22/21	CHECKED BY: RJS	SHEET TITLE: EX-1

V:\NAI 2017\Projects 2017\18154\dwg\18154-VX.dwg

EXHIBIT "A"



SUBJECT PROPERTY LEGAL DESCRIPTION

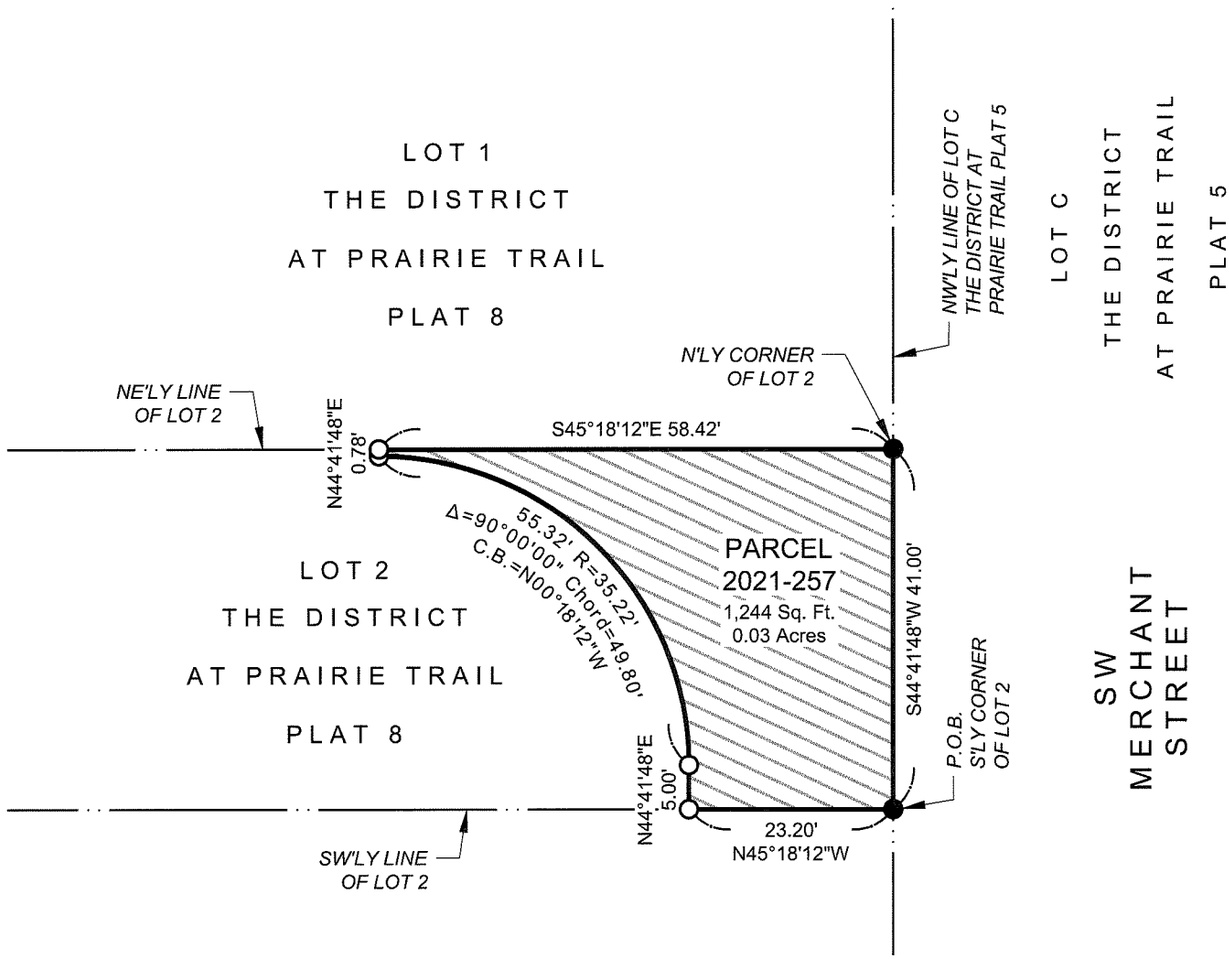
Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa.

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.



NILES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT: PUBLIC LAND VACATION	NAI No.: 18154	DRAWN BY: TJH	DWG No.: 2/2
LOCATION: THE DISTRICT AT PRAIRIE TRAIL PLAT 8 ANKENY, IOWA	DATE: 12/22/21	CHECKED BY: RJS	SHEET TITLE: EX-2

V:\NAI 2017\Projects 2017\18154\dwg\18154-VX.dwg

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump & Control Building (PH 2022-09)

EXECUTIVE SUMMARY:

ASR #3 - Bid Package #2 - Well Pump and Control Building

The ASR #3 - Bid Package #2 - Well Pump and Control Building project will include the construction of one aquifer storage and recovery system, well pump, control building, interior process piping, chemical feed systems, electrical and control systems, buried water and sanitary sewer piping, grading, paving, and other items as detailed in the Contract Documents.

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

1. WRH Inc. $2,989,800.00

2. Woodruff Construction Inc. $3,283,170.00

The Engineer's Estimate for the project was $3,232,000.00. The bids ranged from approximately 2% above to 7% below the engineer's estimate. The City reviewed the bid results both internally and with the project's engineering consultant and WRH, Inc. has completed a few projects for clients of Fox Strand Engineering in the past with positive results. It is recommended that the project be awarded to WRH, Inc. of Amana, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project after the date set forth in the written Notice to Proceed, and they will have until June 30, 2022 to substantially complete the project and July 7, 2022 to fully complete the project.

FISCAL IMPACT: **??Yes**

This project is included in the City's current Capital Improvements Program with construction scheduled in 2022 and 2023.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost ($3,232,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the ASR #3 - Bid Package #2 - Well Pump and Control Building Project.

3. Receive and file the report of bids received on February 15, 2022.

4. Approve Resolution, making award of construction contract to WRH, Inc. of Amana, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 10, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as February 15, 2022, and setting the public hearing date as February 21, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $3,232,000.00; 2) receive and file report of bids received February 15, 2022; and 3) adopt RESOLUTION making award of construction contract with WRH, Inc. in the amount of $2,989,800.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING", 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 WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING

WHEREAS, on the **18th** day of **January**, 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 Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building; 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 February, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **FEBRUARY 15, 2022**

WELL NO. 7/ASR NO. 3 – BID PACKAGE 2 – WELL PUMP & CONTROL BUILDING

The purpose of this meeting is to receive, open and tabulate bids for construction of the Well No. 7/ASR No. 3 – Bid Package 2 – Well Pump & Control Building project in accordance with the Plans and Specifications prepared by Fox Strand.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $3,232,000

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (3) Acknowledged
1)	✓	Woodruff Inc 1920 Philadelphia Ames IA 50010	$3,283,170.00	✓
* 2)	✓	WRH Inc POBox 256 Amana 52203	$2,989,800.00	✓
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 February 21, 2022 at 5:30 P.M.

Donald Clark
Don Clark, Municipal Utilities Director

ATTEST:

Denise L. Hoy
Denise L. Hoy, City Clerk

BID TABULATION

Well No. 7 / ASR No. 3 - Bid Package 2
Well Pump and Control Building
Ankeny, Iowa

BID DATE: February 15, 2022 @ 10:30 AM

FOX STRAND PN: 3379-20A.440

BIDDER	ENGINEER'S ESTIMATE	WRH, Inc. PO Box 256 Amana, IA 52203	Woodruff Construction, Inc. 1920 Philadelphia St #102 Ames, IA 50010
CHECK OR BID BOND		X	X
ACKNOWLEDGE ADDENDA		X	X
BIDDER STATUS FORM		X	X
DESCRIPTION		TOTAL PRICE	TOTAL PRICE
LUMP SUM BID PRICE	**$ 3,230,000.00**	**$ 2,989,800.00**	**$ 3,283,170.00**

PREPARED BY:
FOX STRAND
AMES, IOWA

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING", 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 WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING

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 Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building, described in the plans and specifications heretofore adopted by this Council on February 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **WRH, Inc.** of **Amana, Iowa**

Amount of bid: **$2,989,800.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

ASR #3 - Bid Package #2 - Well Pump and Control Building
Map is for Location Purposes Only

W E S N

1 in = 150 ft

Date: 1/10/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 NW 36th Street & NW Weigel Drive Water Main (PH 2022-10)

EXECUTIVE SUMMARY:

NW 36th Street and NW Weigel Drive Water Main

The NW 36th Street and NW Weigel Drive Water Main project includes construction of a 16-inch diameter water main along NW Weigel Drive, from NW 18th Street to NW 36th Street, and along NW 36th Street, from NW Weigel Drive to NW Irvinedale Drive. The project also consists of earthwork, culvert and driveway replacements, and other associated work.

The improvements include construction of approximately 8,900 lineal feet of trenched 16-inch water main, 60 LF of trenched 12-inch water main, 120 LF of trenched 16-inch restrained joint water main, 110 LF of trenchless 16-inch water main with casing pipe, water services, fire hydrants, a hydrant relocation, tracer wire access pedestals, water main fittings of various sizes, culvert removal and replacement, granular

resurfacing, driveway removal, traffic control, erosion control, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, February 15, 2022. Six (6) bids were received as follows:

1. On Track Construction $1,298,500.00
2. J&K Contracting, LLC $1,365,365.00
3. Rognes Corporation $1,524,000.00
4. Vanderpool Construction $1,726,965.00
5. Synergy Contracting, LLC $1,886,866.00
6. Absolute Infrastructure $1,995,902.00

The Engineer's Estimate for the project was $1,399,380.00. The bids ranged from approximately 7% below the estimate to 43% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. On Track Construction has completed a few jobs for the City with the most recent project being West Outfall Basin Sanitary Sewer Improvements and Irvinedale Drive Transmission Main - Phase 1. It is recommended that the project be awarded to On Track Construction of Nevada, 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 4, 2022), and they will have 110 Working Days to fully complete the project.

FISCAL IMPACT: **??Yes**

This project is included in the City's current Capital Improvements Program with construction scheduled in 2022.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost ($1,357,755.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the NW 36th Street and NW Weigel Drive Water Main Project.

3. Receive and file the report of bids received on February 15, 2022.

4. Approve Resolution, making award of construction contract to On Track Construction of Nevada, Iowa.

5. Approve Resolution, approving contract and bonds with On Track Construction in the amount of $1,298,500.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 18, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as February 15, 2022, and setting the public hearing date as February 21, 2022.

PUBLIC OUTREACH EFFORTS:

Notice of Intent to Commence a Public Improvement Project was mailed to affected property owners as required by the Iowa Code, along with legal publication in the Des Moines Register on February 4, 2022. The affected property owners were given the opportunity to meet in person or by phone with City staff and the Consulting Engineer to discuss the proposed improvements and easements that need to be acquired for the project.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $1,399,380.00; 2) receive and file report of bids received February 15, 2022; 3) adopt RESOLUTION making award of construction contract with On Track Construction in the amount of $1,298,500.00; and 4) adopt RESOLUTION approving contract and bonds with On Track Construction in the amount of $1,298,500.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
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 NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN", 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 NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN

WHEREAS, on the **18th** day of **January**, 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 NW 36th Street and NW Weigel Drive Water Main; 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 February, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **FEBRUARY 15, 2022**

NW 36TH STREET & NW WEIGEL DRIVE WATER MAIN

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW 36th Street & NW Weigel Drive Water Main project in accordance with the Plans and Specifications prepared by MSA Professional Services, Inc.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $1,399,380

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (1) Acknowledged
1)	✓	Rognes Corp 720 SW Goodwin St. Ankeny IA 50023	$1,524,000⁻	✓
2)	✓	Vanderpool Construction 1100 N 14th St Indianola. IA 50125	$1,726,965⁰⁰	✓
* 3)	✓	On Track 1316 6th St Nevada IA 50201	$1,298,500⁰⁰	✓
4)	✓	Absolute Infrastructure 1220 NE Station Crossing Dr Grimes, IA 50111	$1,995,902⁰⁰	✓
5)	✓	Synergy Contracting 7481 US Hwy 69 Des Moines IA 50320	$1,886,866⁰⁰	✓
6)	✓	J+K Contracting 10703 Justin Dr Urbandale 50322	$1,365,365⁰⁰	✓

*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 February 21, 2022 at 5:30 P.M.

Donald Clark
Don Clark, Municipal Utilities Director

ATTEST:

Denise L. Hoy
Denise L. Hoy, City Clerk

BID TABULATION

PROJECT: NW 36th STREET AND NW WEIGEL DRIVE WATER MAIN — **PROJECT NUMBER: 09085046**

OWNER: CITY OF ANKENY — **BID DATE: 2/15/2022**

ITEM CODE	ITEM DESCRIPTION	UNITS	QUANTITY	MSA Engineer's Estimate		ON TRACK CONSTRUCTION		J&K CONTRACTING		ROGNES CORPORATION		VANDERPOOL CONSTRUCTION		SYNERGY CONTRACTING		ABSOLUTE INFRASTRUCTURE	
				UNIT PRICE	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Division 2: Earthwork																	
2010-108-D-1	Topsoil , On-site	CY	6,460	$ 15.00	$ 96,900.00	$ 2.00	$ 12,920.00	$ 6.00	$ 38,760.00	$ 2.00	$ 12,920.00	$ 12.50	$ 80,750.00	$ 14.00	$ 90,440.00	$ 12.00	$ 77,520.00
2010-108-J-3-a	Remokval of Known Pipe and Condut, CMP	LF	168	$ 15.00	$ 2,520.00	$ 25.00	$ 4,200.00	$ 15.00	$ 2,520.00	$ 18.00	$ 3,024.00	$ 50.00	$ 8,400.00	$ 42.00	$ 7,056.00	$ 45.00	$ 7,560.00
Division 3: Trench Excavation and Backfill																	
3010-108-F-0	Trench Compaction Testing	LS	1	$ 9,000.00	$ 9,000.00	$ 8,075.00	$ 8,075.00	$ 8,500.00	$ 8,500.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 10,500.00	$ 10,500.00	$ 10,350.00	$ 10,350.00
Division 4: Sewers and Drains																	
4030-108-A-1A	Pipe Culvert, Trenched, CMP, 15"	LF	124	$ 50.00	$ 6,200.00	$ 65.00	$ 8,060.00	$ 60.00	$ 7,440.00	$ 130.00	$ 16,120.00	$ 87.00	$ 10,788.00	$ 119.00	$ 14,756.00	$ 115.00	$ 14,260.00
4030-108-A-1B	Pipe Culvert, Trenched, CMP, 24"	LF	9	$ 70.00	$ 630.00	$ 220.00	$ 1,980.00	$ 100.00	$ 900.00	$ 175.00	$ 1,575.00	$ 139.00	$ 1,251.00	$ 210.00	$ 1,890.00	$ 195.00	$ 1,755.00
4030-108-A-1C	Pipe Culvert, Trenched, CMP, 30"	LF	35	$ 90.00	$ 3,150.00	$ 155.00	$ 5,425.00	$ 150.00	$ 5,250.00	$ 190.00	$ 6,650.00	$ 160.00	$ 5,600.00	$ 224.00	$ 7,840.00	$ 195.00	$ 6,825.00
4030-108-B-0A	Pipe Apron, CMP, 15"	EA	6	$ 350.00	$ 2,100.00	$ 950.00	$ 5,700.00	$ 1,500.00	$ 9,000.00	$ 1,400.00	$ 8,400.00	$ 875.00	$ 5,250.00	$ 2,380.00	$ 14,280.00	$ 1,450.00	$ 8,700.00
4030-108-B-0B	Pipe Apron, CMP, 24"	EA	2	$ 500.00	$ 1,000.00	$ 1,050.00	$ 2,100.00	$ 2,000.00	$ 4,000.00	$ 1,650.00	$ 3,300.00	$ 1,400.00	$ 2,800.00	$ 2,800.00	$ 5,600.00	$ 1,825.00	$ 3,650.00
4030-108-B-0C	Pipe Apron, CMP, 30"	EA	3	$ 900.00	$ 2,700.00	$ 1,600.00	$ 4,800.00	$ 2,500.00	$ 7,500.00	$ 2,700.00	$ 8,100.00	$ 1,750.00	$ 5,250.00	$ 3,325.00	$ 9,975.00	$ 2,455.00	$ 7,365.00
Divison 5: Water Mains and Appurtenances																	
5010-108-A-1A	Water Main, Trenched, C900, 16"	LF	8,832	$ 100.00	$ 883,200.00	$ 100.00	$ 883,200.00	$ 100.00	$ 883,200.00	$ 129.00	$ 1,139,328.00	$ 128.00	$ 1,130,496.00	$ 150.50	$ 1,329,216.00	$ 153.00	$ 1,351,296.00
5010-108-A-1B	Water Main, Trenched, C900, 12"	LF	54	$ 75.00	$ 4,050.00	$ 145.00	$ 7,830.00	$ 95.00	$ 5,130.00	$ 105.00	$ 5,670.00	$ 91.00	$ 4,914.00	$ 168.00	$ 9,072.00	$ 125.00	$ 6,750.00
5010-108-A-1C	Water Main, Trenched, Restrained Joint, 16"	LF	120	$ 200.00	$ 24,000.00	$ 135.00	$ 16,200.00	$ 200.00	$ 24,000.00	$ 175.00	$ 21,000.00	$ 137.00	$ 16,440.00	$ 196.00	$ 23,520.00	$ 165.00	$ 19,800.00
5010-108-B-2	Water Main with Casing Pipe, Trenchless, C900, 16"	LF	105	$ 675.00	$ 70,875.00	$ 725.00	$ 76,125.00	$ 530.00	$ 55,650.00	$ 635.00	$ 66,675.00	$ 950.00	$ 99,750.00	$ 700.00	$ 73,500.00	$ 1,100.00	$ 115,500.00
5010-108-C-1A	Bend, DIP, 16", 45DEG	EA	8	$ 3,675.00	$ 29,400.00	$ 3,750.00	$ 30,000.00	$ 3,000.00	$ 24,000.00	$ 2,500.00	$ 20,000.00	$ 3,200.00	$ 25,600.00	$ 4,130.00	$ 33,040.00	$ 3,225.00	$ 25,800.00
5010-108-C-1B	Reducer, DIP, 16"x12"	EA	1	$ 5,250.00	$ 5,250.00	$ 2,085.00	$ 2,085.00	$ 2,000.00	$ 2,000.00	$ 1,600.00	$ 1,600.00	$ 2,500.00	$ 2,500.00	$ 2,940.00	$ 2,940.00	$ 5,025.00	$ 5,025.00
5010-108-C-1C	Reducer, DIP, 12"x6"	EA	1	$ 2,625.00	$ 2,625.00	$ 1,400.00	$ 1,400.00	$ 1,500.00	$ 1,500.00	$ 800.00	$ 800.00	$ 1,500.00	$ 1,500.00	$ 1,995.00	$ 1,995.00	$ 1,425.00	$ 1,425.00
5010-108-C-1D	Tee, 16"X12"	EA	1	$ 5,250.00	$ 5,250.00	$ 4,595.00	$ 4,595.00	$ 4,000.00	$ 4,000.00	$ 3,200.00	$ 3,200.00	$ 4,700.00	$ 4,700.00	$ 5,740.00	$ 5,740.00	$ 4,365.00	$ 4,365.00
5010-108-D-0A	Water Service Stub, Near-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1	$ 2,100.00	$ 2,100.00	$ 2,685.00	$ 2,685.00	$ 2,500.00	$ 2,500.00	$ 1,875.00	$ 1,875.00	$ 1,700.00	$ 1,700.00	$ 3,325.00	$ 3,325.00	$ 2,525.00	$ 2,525.00
5010-108-D-0B	Water Servcie Stub, Far-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1	$ 3,675.00	$ 3,675.00	$ 4,650.00	$ 4,650.00	$ 3,000.00	$ 3,000.00	$ 2,600.00	$ 2,600.00	$ 2,700.00	$ 2,700.00	$ 3,535.00	$ 3,535.00	$ 4,975.00	$ 4,975.00
5010-999-A	Connect to Existing Main	EA	1	$ 5,250.00	$ 5,250.00	$ 11,000.00	$ 11,000.00	$ 35,000.00	$ 35,000.00	$ 4,500.00	$ 4,500.00	$ 13,000.00	$ 13,000.00	$ 5,040.00	$ 5,040.00	$ 6,350.00	$ 6,350.00
5010-999-B	Tracer Wire Access Pedestal	EA	7	$ 275.00	$ 1,925.00	$ 1,000.00	$ 7,000.00	$ 350.00	$ 2,450.00	$ 100.00	$ 700.00	$ 775.00	$ 5,425.00	$ 735.00	$ 5,145.00	$ 750.00	$ 5,250.00
5020-108-A-0A	Valve, DIP 16"	EA	3	$ 8,925.00	$ 26,775.00	$ 9,950.00	$ 29,850.00	$ 10,000.00	$ 30,000.00	$ 9,500.00	$ 28,500.00	$ 10,800.00	$ 32,400.00	$ 13,440.00	$ 40,320.00	$ 11,875.00	$ 35,625.00
5020-108-A-0B	Valve, DIP, 12"	EA	1	$ 6,300.00	$ 6,300.00	$ 3,650.00	$ 3,650.00	$ 4,000.00	$ 4,000.00	$ 3,800.00	$ 3,800.00	$ 4,500.00	$ 4,500.00	$ 5,845.00	$ 5,845.00	$ 4,350.00	$ 4,350.00
5020-108-C-0	Fire Hydrant Assembly	EA	7	$ 6,300.00	$ 44,100.00	$ 7,350.00	$ 51,450.00	$ 8,000.00	$ 56,000.00	$ 7,150.00	$ 50,050.00	$ 8,500.00	$ 59,500.00	$ 9,030.00	$ 63,210.00	$ 9,750.00	$ 68,250.00
5020-1008-I-O	Fire Hydrant Assembly Removal and Relocation	EA	1	$ 2,100.00	$ 2,100.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 3,800.00	$ 3,800.00	$ 3,900.00	$ 3,900.00	$ 3,220.00	$ 3,220.00	$ 2,550.00	$ 2,550.00
Division 7: Streets and Related Work																	
7030-108-A-0	Remvoal of Granular Surfacing	SY	223	$ 10.00	$ 2,230.00	$ 25.00	$ 5,575.00	$ 10.00	$ 2,230.00	$ 30.00	$ 6,690.00	$ 7.00	$ 1,561.00	$ 14.00	$ 3,122.00	$ 14.00	$ 3,122.00
7030-108-H-2A	Driveway, Granular	SY	98	$ 25.00	$ 2,450.00	$ 30.00	$ 2,940.00	$ 15.00	$ 1,470.00	$ 30.00	$ 2,940.00	$ 30.00	$ 2,940.00	$ 28.00	$ 2,744.00	$ 33.00	$ 3,234.00
7030-108-H-2B	Granular Surfacing, Class A Crushed Stone	SY	125	$ 25.00	$ 3,125.00	$ 35.00	$ 4,375.00	$ 20.00	$ 2,500.00	$ 30.00	$ 3,750.00	$ 30.00	$ 3,750.00	$ 28.00	$ 3,500.00	$ 33.00	$ 4,125.00
Division 8: Traffic Control																	
8030-108-A-0	Traffice Control	LS	1	$ 5,000.00	$ 5,000.00	$ 4,500.00	$ 4,500.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 6,500.00	$ 6,500.00
Division 9: Site Work and Landscaping																	
9010-108-A-0A	Conventional Seeding, Fertilizing and Mulching, Type 2	AC	5	$ 2,500.00	$ 12,500.00	$ 2,775.00	$ 13,875.00	$ 3,000.00	$ 15,000.00	$ 2,400.00	$ 12,000.00	$ 3,000.00	$ 15,000.00	$ 3,850.00	$ 19,250.00	$ 3,750.00	$ 18,750.00
9010-108-A-0B	Temporary Seeding and BFM Mulching	AC	5	$ 1,000.00	$ 5,000.00	$ 2,775.00	$ 13,875.00	$ 3,000.00	$ 15,000.00	$ 2,200.00	$ 11,000.00	$ 3,000.00	$ 15,000.00	$ 3,850.00	$ 19,250.00	$ 3,750.00	$ 18,750.00
9040-108-N-1	Silt Fence	LF	6,000	$ 3.00	$ 18,000.00	$ 1.70	$ 10,200.00	$ 1.50	$ 9,000.00	$ 1.75	$ 10,500.00	$ 1.80	$ 10,800.00	$ 2.00	$ 12,000.00	$ 3.00	$ 18,000.00
9040-108-N-3	Silt Fence, Removal of Device	LF	6,000	$ 1.00	$ 6,000.00	$ 0.10	$ 600.00	$ 0.05	$ 300.00	$ 0.50	$ 3,000.00	$ 0.05	$ 300.00	$ 0.25	$ 1,500.00	$ 0.10	$ 600.00
Division 11: Miscellaneous																	
11,020-108-A-0	Mobilization	LS	1	$ 104,000.00	$ 104,000.00	$ 52,580.00	$ 52,580.00	$ 92,065.00	$ 92,065.00	$ 32,783.00	$ 32,783.00	$ 133,500.00	$ 133,500.00	$ 51,000.00	$ 51,000.00	$ 125,000.00	$ 125,000.00
	TOTAL BID ITEMS				**$1,399,380.00**		**$1,298,500.00**		**$1,365,365.00**		**$1,516,850.00**		**$1,726,965.00**		**$1,886,866.00**		**$1,995,902.00**

Highlighted item on Rognes Corporation bid was not correct on their bid form. Unit price for bid item was $7,150 but extended price math was incorrect. Math error does affect total overall bid amount, but does not affect overall bid order.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN", 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 NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN

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 NW 36th Street and NW Weigel Drive Water Main, described in the plans and specifications heretofore adopted by this Council on February 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **On Track Construction** of **Nevada, Iowa**

Amount of bid: **$1,298,500.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN", 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 NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN

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 NW 36th Street and NW Weigel Drive Water Main, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **On Track Construction** of **Nevada, Iowa**

Amount of bid: **$1,298,500.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **21st** day of **February**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of February, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and On Track Construction 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:

NW 36th STREET AND NW WEIGEL DRIVE WATER MAIN

The NW 36th Street and NW Weigel Drive Water Main project includes construction of water main along NW Weigel, from NW 18th Street to NW 36th Street, and along NW 36th Street, from NW Weigel Drive to NW Irvinedale Drive. The project also consists of earthwork, culvert and driveway replacements, and other associated work.

The improvements include construction of approximately 8,900 LF of trenched 16-inch water main, 60 LF of trenched 12-inch water main, 120 LF of trenched 16-inch restrained joint water main, 110 LF of trenchless 16-inch water main with casing pipe, water services, fire hydrants, a hydrant relocation, tracer wire access pedestals, water main fittings of various sizes, culvert removal and replacement, granular surfacing, driveway removal, traffic control, erosion control, 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 One Million Two Hundred Ninety-Eight Thousand Five Hundred and 00/100 DOLLARS ($ 1,298,500.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **one hundred ten (110) working days.** Full completion for the overall project shall be defined as all water main construction completed and tested, with the streets, driveways, fully open, all surface restoration complete, and 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:

On -Track Construction, LLC.
Contractor

By: _____
Signature

President
Title

1316 6th St. Suite 109
Street Address

Nevada, IA 50201
City, State, Zip Code

515-451-6719
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1321-24 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 _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and ___ _____, to me known, who, being by me duly sworn, did say that they are the ___ _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP 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 Iowa)
) SS
Story County)

On this 16th day of February, 2022, before me a Notary Public in and for said county, personally appeared Matt Ruage, to me personally known, who being by me duly sworn did say that person is President of said On Track Construction, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Matt Ruage, and that said instrument was signed and sealed on behalf of the said Matt Ruage, by authority of its managers and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said On Track Construction, by it voluntarily executed.

Joseph D. Winter
Notary Public in and for the State of Iowa
My commission expires June 3, 2024

NOTARIAL SEAL IOWA
JOSEPH D WINTER
Commission Number 809041
My Commission Expires
6/3/2024

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				
1	Topsoil, On-site	CY	6,460	$2.00	$12,920.00
2	Removal of Known Pipe and Conduit, CMP	LF	168	$25.00	$4,200.00
	TRENCH EXCAVATION AND BACKFILL				
3	Trench Compaction Testing	LS	1	$8,075.00	$8,075.00
	SEWERS AND DRAINS				
4	Pipe Culvert, Trenched, CMP, 15"	LF	124	$65.00	$8,060.00
5	Pipe Culvert, Trenched, CMP, 24"	LF	9	$220.00	$1,980.00
6	Pipe Culvert, Trenched, CMP, 30"	LF	35	$155.00	$5,425.00
7	Pipe Apron, CMP, 15"	EA	6	$950.00	$5,700.00
8	Pipe Apron, CMP, 24"	EA	2	$1,050.00	$2,100.00
9	Pipe Apron, CMP, 30"	EA	3	$1,600.00	$4,800.00
	WATER MAINS AND APPURTENANCES				
10	Water Main, Trenched, C900, 16"	LF	8,832	$100.00	$883,200.00
11	Water Main, Trenched, C900, 12"	LF	54	$145.00	$7,830.00
12	Water Main, Trenched, Restrained Joint, 16"	LF	120	$135.00	$16,200.00
13	Water Main with Casing Pipe, Trenchless, C900, 16"	LF	105	$725.00	$76,125.00
14	Bend, DIP, 16", 45 DEG	EA	8	$3,750.00	$30,000.00
15	Reducer, DIP, 16"x12"	EA	1	$2,085.00	$2,085.00
16	Reducer, DIP, 12"x6"	EA	1	$1,400.00	$1,400.00
17	Tee, 16"x12"	EA	1	$4,595.00	$4,595.00
18	Water Service Stub, Near-Side, Polyethylene, 1", w/ Curb Stop (Typ.)	EA	1	$2,685.00	$2,685.00
19	Water Service Stub, Far-Side, Polyethylene, 1", w/ Curb Stop (Typ.)	EA	1	$4,650.00	$4,650.00
20	Connection to Existing Main	EA	1	$11,000.00	$11,000.00

21	Tracer Wire Access Pedestal	EA	7	$1,000.00	$7,000.00
22	Valve, DIP, 16"	EA	3	$9,950.00	$29,850.00
23	Valve, DIP, 12"	EA	1	$3,650.00	$3,650.00
24	Fire Hydrant Assembly	EA	7	$7,350.00	$51,450.00
25	Fire Hydrant Assembly Removal and Relocation	EA	1	$5,000.00	$5,000.00
	STREETS AND RELATED WORK				
26	Removal of Granular Surfacing	SY	223	$25.00	$5,575.00
27	Driveway, Granular	SY	98	$30.00	$2,940.00
28	Granular Surfacing, Class A Crushed Stone	SY	125	$35.00	$4,375.00
	TRAFFIC				
29	Traffic Control	LS	1	$4,500.00	$4,500.00
	SITE WORK & LANDSCAPING				
30	Conventional Seeding, Fertilizing and Mulching, Type 2	AC	5	$2,775.00	$13,875.00
31	Temporary Seeding and BFM Mulching	AC	5	$2,775.00	$13,875.00
32	Silt Fence	LF	6,000	$1.70	$10,200.00
33	Silt Fence, Removal of Device	LF	6,000	$0.10	$600.00
	MISCELLANEOUS				
34	Mobilization	LS	1	$52,580.00	$52,580.00

TOTAL AMOUNT BID = $ 1,298,500.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, On Track Construction, LLC, as Principal (hereinafter the "Contractor" or "Principal") and IMT 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 One Million Two Hundred Ninety Eight Thousand Five Hundred and No/100 DOLLARS ($1,298,500.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of February, 20 22, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NW 36th STREET AND NW WEIGEL DRIVE WATER MAIN

The NW 36th Street and NW Weigel Drive Water Main project includes construction of water main along NW Weigel, from NW 18th Street to NW 36th Street, and along NW 36th Street, from NW Weigel Drive to NW Irvinedale Drive. The project also consists of earthwork, culvert and driveway replacements, and other associated work.

The improvements include construction of approximately 8,900 LF of trenched 16-inch water main, 60 LF of trenched 12-inch water main, 120 LF of trenched 16-inch restrained joint water main, 110 LF of trenchless 16-inch water main with casing pipe, water services, fire hydrants, a hydrant relocation, tracer wire access pedestals, water main fittings of various sizes, culvert removal and replacement, granular surfacing, driveway removal, traffic control, erosion control, 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 February, 2022.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

On Track Construction, LLC
Contractor

By: _____
Signature

President
Title

SURETY:

IMT Insurance Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Joseph I. Schmit
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains LLC
Company Name

4200 University Ave, Ste 200
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-244-0166
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.**

IMT INSURANCE

POWER OF ATTORNEY

Know All Persons By These Presents, that **IMT Insurance Company** a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jeffrey R. Baker, Nancy D. Baltutat, Patrick K. Duff, Mark E. Keairnes, Greg T. LaMair, Joseph I. Schmit, Christopher R. Seiberling, and Jill Shaffer

of **West Des Moines** and State of **Iowa** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

*******Unlimited Amounts*******

and to bind **IMT Insurance Company** thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of **IMT Insurance Company**, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of **IMT Insurance Company** on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 21st day of February, 2022.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President

STATE OF IOWA
COUNTY OF Dallas } ss:

On this 21st day of February, 2022, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the **IMT Insurance Company**, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
TAMI M SODA-GOOD
Commission Number 816649
My Commission Expires 4/22/2022

Tami M. Soda-Good

Notary Public, Dallas County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the **IMT Insurance Company** do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the **IMT Insurance Company**, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 21st day of February, 2022.

Dalene Holland

Dalene Holland, Secretary

SY 06 06 (01/19)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/15/2022

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 Krist Insurance Group of Iowa LLC 1055 Jordan Creek Parkway Suite 218 West Des Moines IA 50266	CONTACT NAME: PHONE (A/C, No, Ext): 515-270-0909 FAX (A/C, No): 515-270-9296 E-MAIL ADDRESS: kristinsurance@kristinsurance.com
INSURED ONTRACK-01 On Track Construction, LLC Mr. Matthew Runge 1316 6th St STE 109 Nevada IA 50201	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Ins Co of America — 12572 INSURER B : Selective Insurance Company of — 19259 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1587265770 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR Contractual Llab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y		S 2270041	4/1/2021	4/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			S 2270041	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			S 2270041	4/1/2021	4/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9039908	4/1/2021	4/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			S 2270041	4/1/2021	4/1/2022	leased/rented equipt	175,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: NW 36th Street & NW Weigel Drive Water Main
City of Ankeny is listed as Additional Insured

CERTIFICATE HOLDER

City of Ankeny
410 W First St
Ankeny IA 50023
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. BLANKET ADDITIONAL INSUREDS

a. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

b. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

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INSURED'S COPY

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

c. The coverages provided in Paragraphs **a.** and **b.** do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. **Exclusions**

(1) With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

(a) 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 site of the covered operations has been completed; or

(b) 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.

(2) With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations,** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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 architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. **Conditions**

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph **4. Other Insurance, a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary and will not contribute with any other insurance available to an additional insured under this coverage part provided that:

(1) The additional insured is a Named Insured under such other insurance.

(2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. **PROPERTY DAMAGE CARE, CUSTODY OR CONTROL**

The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(4)** and **(5)** do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

(1) Personal property in the care, custody or control of the insured; and

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(2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under **(1)** and **(2)** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of $100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under **(1)** and **(2)** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

3. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) IN SURANCE PROGRAM OR SIMILAR PROJECT

The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance b. Excess Insurance (1)(a):**

(v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy.

4. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion **(SECTION I — COVERAGES; COVERAGE A,** exclusion **e.)** does not apply to this provision. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) Arising out of his or her providing or failing to provide professional health care services.

5. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

Paragraph **c.** is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph **f.(1)** is deleted in its entirety.

6. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement"

7. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

8. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to $1,000,000.

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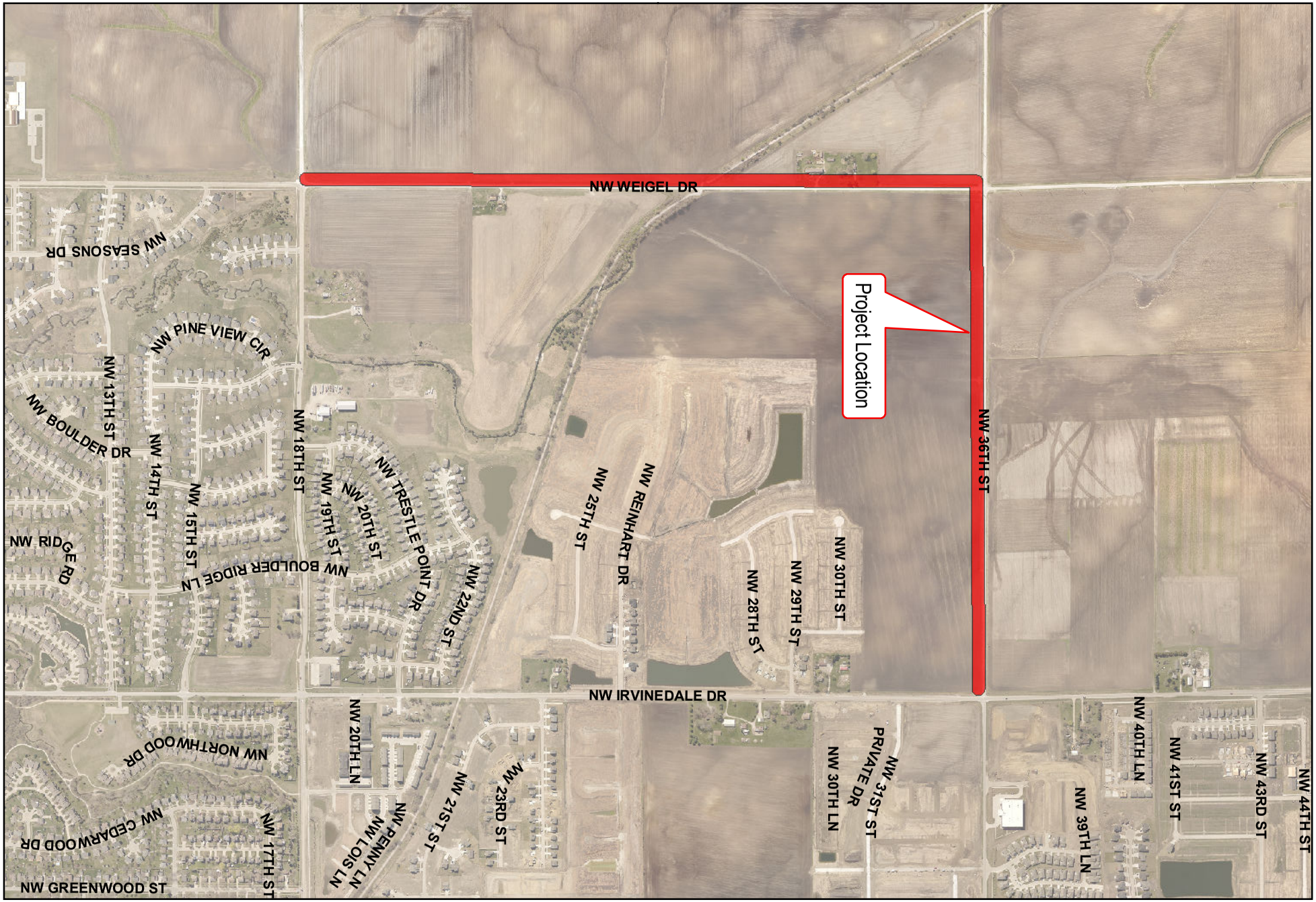

city of Ankeny
bringing it all together

NW 36TH ST & NW WEIGEL DR 16" WATER MAIN

MAP IS FOR LOCATIONAL PURPOSES ONLY

1 in = 1,000 ft

Date: 4/1/2020

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 NW 36th Street & NW State Street Interim Improvements (PH 2022-11)

EXECUTIVE SUMMARY:

The NW 36th Street & NW State Street Interim Improvements will construct improvements that will provide acceptable intersection operation and safety for the next 8-10 years, or until the City proceeds with the ultimate five-lane urban roadway construction, whichever comes first. The improvements include widening NW 36th Street to provide an interim westbound left-turn lane and a permanent eastbound right-turn lane, and constructing a span-wire traffic signal with pedestrian pushbuttons and signal heads to cross each street.

Due to concerns with manufacturing and shipping delays, the City will furnish the fiber optic cables, low-voltage ATC controller and cabinet with accessories, and 48V LED modules for contractor installation.

The improvements include approximately 2,450 SY of 9” thick PCC street pavement, 30 LF of 15” and

24” RCP storm sewer, 200 LF of subdrain, a span-wire traffic signal with pedestrian facilities, 565 CY of Class 10 excavation, 220 SY of pavement removal, 1,350 LF of curb and gutter removal, subgrade preparation, modified subbase, and removal and replacement of driveways, pedestrian ramps and sidewalks. Other associated improvements include granular driveway, traffic control, pavement markings, erosion control, surface restoration, and miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, February 15, 2022. Seven (7) bids were received as follows:

1. Con-struct, Inc. $628,798.00

2. Hawkeye Paving Corporation $693,177.50

3. Absolute Concrete Construction, Inc. $699,589.30

4. Sternquist Construction $727,090.00

5. Shekar Engineering, PLC $742,869.51*

4. Alliance Construction Group, LLC $785,233.25

The Engineer's Estimate for the project was $712,129.00. The bids ranged from approximately 12% below to 10% above the estimate. Public Works staff reviewed the bid results both internally and with the project's engineering consultant, Snyder & Associates, Inc. Con-Struct, Inc. completed the SW State Street & SW Prairie Trail Parkway Traffic Signalization for the City of Ankeny in 2019, and it is recommended that the project be awarded to Con-Struct, Inc. of Ames, Iowa. (* see adjustments in Bid Tabulation, attached)

Pending project approval and award by the City Council, the Contractor shall begin construction no earlier than the day following the last day of student attendance for Ankeny Community School District in June 2022 and complete the project within forty-five (45) working days. A mandatory six-day work week is required and working days will be charged on Saturdays. An enhancement of payment for early completion is available at a rate of $1,000.00 per unused working day, to a maximum of $10,000.00. For the duration of the project, eastbound traffic will be detoured to NW 18th Street. Westbound traffic will be permitted on NW 36th Street.

FISCAL IMPACT: **??Yes**

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 ($712,129.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost and enhancement of payment for the NW 36th Street & NW State Street Interim Improvements.

3. Receive and file the report of bids received on February 15, 2022.

4. Approve Resolution, making award of construction contract to Con-Struct, Inc. of Ames, Iowa.

5. Approve Resolution, approving contract and bonds with Con-Struct, Inc. in the amount of $628,798.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 18, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as February 15, 2022, and setting the public hearing date as February 21, 2022.

PUBLIC OUTREACH EFFORTS:

Project information letters were mailed to adjacent property owners in November 2021.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, estimate of cost $712,129.00 and enhancement of payment; 2) receive and file report of bids received February 15, 2022; 3) adopt RESOLUTION making award of construction contract with Con-Struct, Inc. in the amount of $628,798.00; and 4) adopt RESOLUTION approving contract and bonds with Con-Struct, Inc. in the amount of $628,798.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS", 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, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

WHEREAS, on the **18th** day of **January**, 2022, plans, specifications, form of contract, estimate of cost and enhancement of payment were filed with the Clerk for the construction of certain public improvements described in general as the NW 36th Street and NW State Street Interim Improvements; and

WHEREAS, notice of hearing on plans, specifications, form of contract, estimate of cost and enhancement of payment 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, estimate of cost and enhancement of payment are hereby approved as the plans, specifications, form of contract, estimate of cost and enhancement of payment for the public improvements, as described in the preamble of this Resolution.

Section 2. If the Contractor succeeds in fully completing the work in less than forty-five (45) working days, an enhancement of payment in the amount of One Thousand Dollars ($1,000) per working day remaining within the forty-five (45) working day deadline, up to a maximum of Ten Thousand Dollars ($10,000), will be issued to the Contractor.

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

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **FEBRUARY 15, 2022**

NW 36TH STREET & NW STATE STREET INTERIM IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW 36th Street & State Street Interim Improvements project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost $712,129

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1)	✓	ShekarEngineering 2600 MLK JR Des Moines, IA 50310	$742,840.21	
2)	✓	Hawkeye Paving PO Box 849 Bettendorf, IA 52722	$693,177.50	
3)	✓	Halbrook Excavating 4807 SE Rio Ct Ankeny IA 50023	$730,000.00	
4)	✓	Absolute Concrete PO Box 148 Slater IA 50244	$699,589.30	
5)	✓	Alliance Construction 9400 Plum Drive Urbandale, IA	$785,233.25	
* 6)	✓	Con-Struct, Inc 305 South Dayton Ames, IA 50010	$628,798.00	

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	Sternquist 1110 N 4th St Indianola. 50125	$727,090.00	
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 February 21, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Denise L. Hoy

Denise L. Hoy, City Clerk

TABULATION OF BIDS
NW 36th Street and NW State Street Interim Improvements
City of Ankeny
Project No. 121.0352.01
Bid Date/Time: February 15, 2022 at 13:00 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 CON-STRUCT INC AMES, IA		2 HAWKEYE PAVING CORP DAVENPORT, IA		3 ABSOLUTE CONCRETE CONSTRUCTION, INC, SLATER, IA		4 STERNQUIST CONSTRUCTION INDIANOLA, IA		5 HALBROOK EXCAVATING ANKENY, IA		6 SHEKAR ENGINEERING, PLC DES MOINES, IA		7 ALLIANCE CONSTRUCTION GROUP URBANDALE, IA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK																		
2.1	Clearing and Grubbing	LS	1	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00	$ 8,800.00	$ 8,800.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00
2.2	Topsoil, On-site	CY	633	$ 25.00	$ 15,825.00	$ 30.00	$ 18,990.00	$ 10.00	$ 6,330.00	$ 40.00	$ 25,320.00	$ 44.00	$ 27,852.00	$ 40.00	$ 25,320.00	$ 15.00	$ 9,495.00	$ 42.00	$ 26,586.00
2.3	Excavation, Class 10	CY	564	$ 20.00	$ 11,280.00	$ 60.00	$ 33,840.00	$ 35.00	$ 19,740.00	$ 45.00	$ 25,380.00	$ 49.50	$ 27,918.00	$ 45.00	$ 25,380.00	$ 12.00	$ 6,768.00	$ 47.00	$ 26,508.00
2.4	Below Grade Excavation (Core Out), Modified Subbase	CY	150	$ 70.00	$ 10,500.00	$ 10.00	$ 1,500.00	$ 30.00	$ 4,500.00	$ 10.00	$ 1,500.00	$ 11.00	$ 1,650.00	$ 10.00	$ 1,500.00	$ 74.75 (1)	$ 11,212.50	$ 15.00	$ 2,250.00
2.5	Subgrade Preparation, 12 Inch Depth	SY	2960	$ 3.50	$ 10,360.00	$ 5.00	$ 14,800.00	$ 1.00	$ 2,960.00	$ 10.00	$ 29,600.00	$ 11.00	$ 32,560.00	$ 10.00	$ 29,600.00	$ 23.76	$ 70,329.60	$ 12.00	$ 35,520.00
2.6	Subbase, Modified, 8 Inch Depth	SY	720	$ 13.50	$ 9,720.00	$ 15.00	$ 10,800.00	$ 27.00	$ 19,440.00	$ 20.00	$ 14,400.00	$ 22.00	$ 15,840.00	$ 20.00	$ 14,400.00	$ 12.97 (2)	$ 9,338.40	$ 22.00	$ 15,840.00
2.7	Compaction Testing	LS	1	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 6,500.00	$ 6,500.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00
	SEWERS AND DRAINS																		
4.1	Storm Sewer, Trenched, 15" RCP 2000D	LF	20	$ 160.00	$ 3,200.00	$ 160.00	$ 3,200.00	$ 250.00	$ 5,000.00	$ 250.00	$ 5,000.00	$ 275.00	$ 5,500.00	$ 250.00	$ 5,000.00	$ 154.20	$ 3,084.00	$ 275.00	$ 5,500.00
4.2	Storm Sewer, Trenched, 24" RCP 2000D	LF	8	$ 200.00	$ 1,600.00	$ 230.00	$ 1,840.00	$ 330.00	$ 2,640.00	$ 500.00	$ 4,000.00	$ 550.00	$ 4,400.00	$ 500.00	$ 4,000.00	$ 175.60	$ 1,404.80	$ 550.00	$ 4,400.00
4.3	Subdrain, Corrugated PVC, Type 1, 6 Inch Dia.	LF	268	$ 30.00	$ 8,040.00	$ 18.00	$ 4,824.00	$ 23.00	$ 6,164.00	$ 30.00	$ 8,040.00	$ 33.00	$ 8,844.00	$ 30.00	$ 8,040.00	$ 15.00	$ 4,020.00	$ 32.00	$ 8,576.00
4.4	Subdrain Outlets and Connections	EA	4	$ 500.00	$ 2,000.00	$ 500.00	$ 2,000.00	$ 710.00	$ 2,840.00	$ 350.00	$ 1,400.00	$ 385.00	$ 1,540.00	$ 350.00	$ 1,400.00	$ 500.00	$ 2,000.00	$ 375.00	$ 1,500.00
4.5	Remove Subdrain	LF	297	$ 6.00	$ 1,782.00	$ 10.00	$ 2,970.00	$ 12.00	$ 3,564.00	$ 15.00	$ 4,455.00	$ 17.00	$ 5,049.00	$ 15.00	$ 4,455.00	$ 5.00	$ 1,485.00	$ 20.00	$ 5,940.00
	WATER MAIN																		
5.1	Water Main, Trenched, C900, 12 Inch Dia	LF	54	$ 200.00	$ 10,800.00	$ 170.00	$ 9,180.00	$ 210.00	$ 11,340.00	$ 250.00	$ 13,500.00	$ 275.00	$ 14,850.00	$ 250.00	$ 13,500.00	$ 130.71	$ 7,058.34	$ 275.00	$ 14,850.00
5.2	Water Main Connection	EA	2	$ 1,500.00	$ 3,000.00	$ 4,000.00	$ 8,000.00	$ 3,200.00	$ 6,400.00	$ 3,500.00	$ 7,000.00	$ 3,850.00	$ 7,700.00	$ 3,500.00	$ 7,000.00	$ 650.00	$ 1,300.00	$ 4,000.00	$ 8,000.00
5.3	Remove Water Main	LF	52	$ 25.00	$ 1,300.00	$ 30.00	$ 1,560.00	$ 33.00	$ 1,716.00	$ 35.00	$ 1,820.00	$ 38.50	$ 2,002.00	$ 35.00	$ 1,820.00	$ 35.00	$ 1,820.00	$ 40.00	$ 2,080.00
	STRUCTURES FOR SANITARY AND STORM																		
6.1	Manhole, SW-401, 48 Inch Dia	EA	1	$ 6,000.00	$ 6,000.00	$ 7,000.00	$ 7,000.00	$ 6,500.00	$ 6,500.00	$ 3,000.00	$ 3,000.00	$ 3,300.00	$ 3,300.00	$ 3,000.00	$ 3,000.00	$ 4,243.00	$ 4,243.00	$ 3,500.00	$ 3,500.00
6.2	Intake, SW-501	EA	1	$ 4,800.00	$ 4,800.00	$ 4,000.00	$ 4,000.00	$ 6,200.00	$ 6,200.00	$ 3,500.00	$ 3,500.00	$ 3,850.00	$ 3,850.00	$ 3,500.00	$ 3,500.00	$ 3,850.00	$ 3,850.00	$ 4,000.00	$ 4,000.00
6.3	Intake, SW-541	EA	1	$ 6,500.00	$ 6,500.00	$ 11,000.00	$ 11,000.00	$ 18,500.00	$ 18,500.00	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 5,000.00	$ 5,000.00	$ 4,977.50	$ 4,977.50	$ 5,500.00	$ 5,500.00
6.4	Remove Intake	EA	1	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,100.00	$ 1,100.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 1,100.00	$ 1,100.00
	STREETS AND RELATED WORK																		
7.1	PCC Pavement Samples and Testing	LS	1	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 1,800.00	$ 1,800.00	$ 6,500.00	$ 6,500.00	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00
7.2	PCC Pavement Widening, 9 Inch Depth	SY	2427	$ 95.00	$ 230,565.00	$ 76.00	$ 184,452.00	$ 98.00	$ 237,846.00	$ 85.00	$ 206,295.00	$ 100.00	$ 242,700.00	$ 92.00	$ 223,284.00	$ 92.01 (3)	$ 223,308.27	$ 98.75	$ 239,666.25
7.3	Removal of Sidewalk	SY	409	$ 15.00	$ 6,135.00	$ 10.00	$ 4,090.00	$ 15.00	$ 6,135.00	$ 12.00	$ 4,908.00	$ 15.00	$ 6,135.00	$ 12.00	$ 4,908.00	$ 5.00	$ 2,045.00	$ 13.00	$ 5,317.00
7.4	Removal of Driveway	SY	46	$ 15.00	$ 690.00	$ 10.00	$ 460.00	$ 20.00	$ 920.00	$ 25.00	$ 1,150.00	$ 30.00	$ 1,380.00	$ 25.00	$ 1,150.00	$ 10.00	$ 460.00	$ 30.00	$ 1,380.00
7.5	Sidewalk, PCC, 4 Inch Depth	SY	54	$ 55.00	$ 2,970.00	$ 48.00	$ 2,592.00	$ 100.00	$ 5,400.00	$ 60.00	$ 3,240.00	$ 48.00	$ 2,592.00	$ 50.00	$ 2,700.00	$ 69.15 (4)	$ 3,734.10	$ 49.00	$ 2,646.00
7.6	Sidewalk, PCC, 5 Inch Depth	SY	330	$ 60.00	$ 19,800.00	$ 50.00	$ 16,500.00	$ 75.00	$ 24,750.00	$ 65.00	$ 21,450.00	$ 52.00	$ 17,160.00	$ 55.00	$ 18,150.00	$ 72.91 (5)	$ 24,060.30	$ 49.00	$ 16,170.00
7.7	Sidewalk, PCC, 6 Inch Depth	SY	39	$ 75.00	$ 2,925.00	$ 60.00	$ 2,340.00	$ 112.00	$ 4,368.00	$ 80.00	$ 3,120.00	$ 120.00	$ 4,680.00	$ 65.00	$ 2,535.00	$ 96.73 (6)	$ 3,772.47	$ 155.00	$ 6,045.00
7.8	Detectable Warning, Galvanized Steel	SF	79	$ 65.00	$ 5,135.00	$ 50.00	$ 3,950.00	$ 75.00	$ 5,925.00	$ 55.00	$ 4,345.00	$ 55.00	$ 4,345.00	$ 75.00	$ 5,925.00	$ 50.00	$ 3,950.00	$ 55.00	$ 4,345.00
7.9	Driveway, Paved, Type A, 6 Inch Depth	SY	94	$ 80.00	$ 7,520.00	$ 60.00	$ 5,640.00	$ 92.00	$ 8,648.00	$ 80.00	$ 7,520.00	$ 56.00	$ 5,264.00	$ 65.00	$ 6,110.00	$ 96.73 (7)	$ 9,092.62	$ 80.00	$ 7,520.00
7.10	Driveway, Granular, Class A	TON	37.6	$ 50.00	$ 1,880.00	$ 40.00	$ 1,504.00	$ 60.00	$ 2,256.00	$ 58.00	$ 2,180.80	$ 65.00	$ 2,444.00	$ 58.00	$ 2,180.80	$ 35.00	$ 1,316.00	$ 60.00	$ 2,256.00
7.11	Pavement Removal	SY	217	$ 15.00	$ 3,255.00	$ 20.00	$ 4,340.00	$ 20.00	$ 4,340.00	$ 13.00	$ 2,821.00	$ 15.00	$ 3,255.00	$ 13.00	$ 2,821.00	$ 18.00	$ 3,906.00	$ 15.00	$ 3,255.00
7.12	Curb and Gutter Removal, 3 Foot Width	LF	1362	$ 20.00	$ 27,240.00	$ 15.00	$ 20,430.00	$ 15.00	$ 20,430.00	$ 12.00	$ 16,344.00	$ 15.00	$ 20,430.00	$ 12.00	$ 16,344.00	$ 35.00	$ 47,670.00	$ 13.00	$ 17,706.00
	TRAFFIC CONTROL																		
8.1	Traffic Signalization	LS	1	$ 155,000.00	$ 155,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 115,000.00	$ 115,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,470.11	$ 120,470.11	$ 110,000.00	$ 110,000.00
8.2	Handhole Type IV, 30"x 48", Pre-cast Polymer Concrete Handhole	EA	2	$ 2,300.00	$ 4,600.00	$ 2,000.00	$ 4,000.00	$ 1,800.00	$ 3,600.00	$ 1,800.00	$ 3,600.00	$ 1,980.00	$ 3,960.00	$ 2,000.00	$ 4,000.00	$ 2,070.00	$ 4,140.00	$ 2,000.00	$ 4,000.00
8.3	Fiber Optic Cable 96 CT SM (City Furnished)	LF	6480	$ 2.30	$ 14,904.00	$ 1.60	$ 10,368.00	$ 1.50	$ 9,720.00	$ 1.50	$ 9,720.00	$ 2.00	$ 12,960.00	$ 2.00	$ 12,960.00	$ 1.73 (8)	$ 11,210.40	$ 1.75	$ 11,340.00
8.4	Fiber Optic Fusion Splice	EA	12	$ 80.00	$ 960.00	$ 110.00	$ 1,320.00	$ 100.00	$ 1,200.00	$ 100.00	$ 1,200.00	$ 110.00	$ 1,320.00	$ 120.00	$ 1,440.00	$ 115.00	$ 1,380.00	$ 110.00	$ 1,320.00
8.5	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	2	$ 1,150.00	$ 2,300.00	$ 140.00	$ 280.00	$ 125.00	$ 250.00	$ 125.00	$ 250.00	$ 137.50	$ 275.00	$ 145.00	$ 290.00	$ 143.75	$ 287.50	$ 140.00	$ 280.00
8.6	CCH Panel, 12 CT, CCH-CP12-A9-P03RH	EA	2	$ 800.00	$ 1,600.00	$ 600.00	$ 1,200.00	$ 560.00	$ 1,120.00	$ 560.00	$ 1,120.00	$ 616.00	$ 1,232.00	$ 645.00	$ 1,290.00	$ 644.00	$ 1,288.00	$ 600.00	$ 1,200.00
8.7	Traffic Signs, Remove and Reinstall	LS	1	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00	$ 600.00	$ 600.00	$ 990.00	$ 990.00	$ 1,050.00	$ 1,050.00	$ 1,080.00	$ 1,080.00	$ 625.00	$ 625.00
8.8	Traffic Signs, Remove	LS	1	$ 200.00	$ 200.00	$ 220.00	$ 220.00	$ 200.00	$ 200.00	$ 250.00	$ 250.00	$ 220.00	$ 220.00	$ 250.00	$ 250.00	$ 240.00	$ 240.00	$ 275.00	$ 275.00
8.9	Traffic Sign	EA	1	$ 600.00	$ 600.00	$ 550.00	$ 550.00	$ 500.00	$ 500.00	$ 350.00	$ 350.00	$ 550.00	$ 550.00	$ 550.00	$ 550.00	$ 600.00	$ 600.00	$ 375.00	$ 375.00
8.10	Painted Pavement Markings, Durable	STA	62.9	$ 150.00	$ 9,435.00	$ 140.00	$ 8,806.00	$ 125.00	$ 7,862.50	$ 100.00	$ 6,290.00	$ 140.00	$ 8,806.00	$ 145.00	$ 9,120.50	$ 150.00	$ 9,435.00	$ 125.00	$ 7,862.50
8.11	Painted Symbols and Legends, Durable	EA	8	$ 300.00	$ 2,400.00	$ 330.00	$ 2,640.00	$ 300.00	$ 2,400.00	$ 225.00	$ 1,800.00	$ 330.00	$ 2,640.00	$ 330.00	$ 2,640.00	$ 360.00	$ 2,880.00	$ 250.00	$ 2,000.00
8.12	Pavement Markings Removed	STA	8.8	$ 100.00	$ 880.00	$ 230.00	$ 2,024.00	$ 215.00	$ 1,892.00	$ 85.00	$ 748.00	$ 240.00	$ 2,112.00	$ 245.00	$ 2,156.00	$ 258.00	$ 2,270.40	$ 90.00	$ 792.00
8.13	Grooves Cut for Pavement Markings	STA	9.7	$ 90.00	$ 873.00	$ 140.00	$ 1,358.00	$ 130.00	$ 1,261.00	$ 200.00	$ 1,940.00	$ 150.00	$ 1,455.00	$ 150.00	$ 1,455.00	$ 156.00	$ 1,513.20	$ 225.00	$ 2,182.50
8.14	Grooves Cut for Symbols and Legends	EA	2	$ 150.00	$ 300.00	$ 190.00	$ 380.00	$ 175.00	$ 350.00	$ 225.00	$ 450.00	$ 192.50	$ 385.00	$ 200.00	$ 400.00	$ 210.00	$ 420.00	$ 250.00	$ 500.00
8.15	Temporary Traffic Control	LS	1	$ 12,000.00	$ 12,000.00	$ 16,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00	$ 25,000.00	$ 25,000.00	$ 15,675.00	$ 15,675.00	$ 16,500.00	$ 16,500.00	$ 17,100.00	$ 17,100.00	$ 20,000.00	$ 20,000.00
8.16	Portable Dynamic Message Sign	CDAY	30	$ 175.00	$ 5,250.00	$ 110.00	$ 3,300.00	$ 100.00	$ 3,000.00	$ 100.00	$ 3,000.00	$ 110.00	$ 3,300.00	$ 125.00	$ 3,750.00	$ 120.00	$ 3,600.00	$ 125.00	$ 3,750.00
	SITE WORK AND LANDSCAPING																		
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1.1	$ 2,400.00	$ 2,640.00	$ 550.00	$ 605.00	$ 500.00	$ 550.00	$ 500.00	$ 550.00	$ 550.00	$ 605.00	$ 550.00	$ 605.00	$ 600.00	$ 660.00	$ 550.00	$ 605.00
9.2	Conventional Seeding and Fertilizing, Type 6	AC	1.1	$ 2,400.00	$ 2,640.00	$ 2,600.00	$ 2,860.00	$ 2,500.00	$ 2,750.00	$ 3,500.00	$ 3,850.00	$ 2,750.00	$ 3,025.00	$ 2,750.00	$ 3,025.00	$ 3,000.00	$ 3,300.00	$ 2,800.00	$ 3,080.00
9.3	Filter Sock, 9 Inch Dia	LF	2350	$ 4.00	$ 9,400.00	$ 2.00	$ 4,700.00	$ 1.50	$ 3,525.00	$ 2.00	$ 4,700.00	$ 2.00	$ 4,700.00	$ 2.00	$ 4,700.00	$ 2.10	$ 4,935.00	$ 2.00	$ 4,700.00
9.4	Filter Sock, Removal	LF	2350	$ 1.50	$ 3,525.00	$ 0.30	$ 705.00	$ 0.10	$ 235.00	$ 0.25	$ 587.50	$ 0.50	$ 1,175.00	$ 0.50	$ 1,175.00	$ 0.30	$ 705.00	$ 0.50	$ 1,175.00
9.5	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix	AC	2.2	$ 3,500.00	$ 7,700.00	$ 3,600.00	$ 7,920.00	$ 3,500.00	$ 7,700.00	$ 3,500.00	$ 7,700.00	$ 3,850.00	$ 8,470.00	$ 4,050.00	$ 8,910.00	$ 4,200.00	$ 9,240.00	$ 3,800.00	$ 8,360.00
9.6	Inlet Protection Device, Drop-in	EA	6	$ 200.00	$ 1,200.00	$ 200.00	$ 1,200.00	$ 200.00	$ 1,200.00	$ 195.00	$ 1,170.00	$ 215.00	$ 1,290.00	$ 225.00	$ 1,350.00	$ 234.00	$ 1,404.00	$ 225.00	$ 1,350.00
9.7	Inlet Protection Device, Maintenance and Removal	EA	6	$ 50.00	$ 300.00	$ 60.00	$ 360.00	$ 10.00	$ 60.00	$ 50.00	$ 300.00	$ 55.00	$ 330.00	$ 75.00	$ 450.00	$ 60.00	$ 360.00	$ 55.00	$ 330.00
	MISCELLANEOUS																		
11.1	Mobilization	LS	1	$ 46,000.00	$ 46,000.00	$ 50,000.00	$ 50,000.00	$ 55,000.00	$ 55,000.00	$ 60,000.00	$ 60,000.00	$ 32,000.00	$ 32,000.00	$ 69,785.70	$ 69,785.70	$ 58,000.00	$ 58,000.00	$ 100,000.00	$ 100,000.00
11.2	Temporary Granular Sidewalk	SY	55	$ 20.00	$ 1,100.00	$ 40.00	$ 2,200.00	$ 10.00	$ 550.00	$ 75.00	$ 4,125.00	$ 85.00	$ 4,675.00	$ 75.00	$ 4,125.00	$ 30.00	$ 1,650.00	$ 85.00	$ 4,675.00
11.3	Concrete Washout, Roll-Off Container	LS	1	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00
		TOTAL BID:			$ 712,129.00		$ 628,798.00		$ 693,177.50		$ 699,589.30		$ 727,090.00		$ 730,000.00		(9) $ 742,869.51		$ 785,233.25
		BID SECURITY:					10%		10%		10%		10%		10%		10%		10%

Notes
1- Extended bid price was incorrectly listed as $11,211.75. Does not affect bid result.
2- Extended bid price was incorrectly listed as $9,337.68. Does not affect bid result.
3- Extended bid price was incorrectly listed as $223,311.85. Does not affect bid result.
4- Extended bid price was incorrectly listed as $3,734.00. Does not affect bid result.
5- Extended bid price was incorrectly listed as $24,061.71. Does not affect bid result.
6- Extended bid price was incorrectly listed as $3,772.38. Does not affect bid result.
7- Extended bid price was incorrectly listed as $9,092.39. Does not affect bid result.
8- Extended bid price was incorrectly listed as $11,178.00. Does not affect bid result.
9- Extended bid price was incorrectly listed as $742,840.21. Does not affect bid result

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS", 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 NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

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 NW 36th Street and NW State Street Interim Improvements, described in the plans and specifications heretofore adopted by this Council on February 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Con-Struct, Inc.** of **Ames, Iowa**

Amount of bid: **$628,798.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS", 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 NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

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 NW 36th Street and NW State Street Interim Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Con-Struct, Inc.** of **Ames, Iowa**

Amount of bid: **$628,798.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **21st** day of **February**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of February, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Con-Struct 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:

NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

The NW 36th Street and NW State Street Interim Improvements project includes street widening to provide a westbound left-turn lane, and construction of an eastbound right-turn lane, a span-wire traffic signal, and sidewalk located on NW 36th Street, from approximately 500' west of NW State Street to approximately 800' east of NW State Street in the City of Ankeny.

The improvements include approximately 2,450 SY of 9" thick PCC street pavement, 30 LF of 15" and 24" RCP storm sewer, 200 LF of subdrain, a span-wire traffic signal with pedestrian facilities, 565 CY of Class 10 excavation, 220 SY of pavement removal, 1,350 LF of curb and gutter removal, subgrade preparation, modified subbase, and removal and replacement of driveways, pedestrian ramps and sidewalks. Other associated improvements include granular driveway, traffic control, pavement markings, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the fiber optic cables, 48V LED signal modules, and low-voltage ATC cabinet, controller and accessories for contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of SIX HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED NINETY EIGHT AND NO/DOLLARS ($628,798.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **forty-five (45) working days. A mandatory six-day work week is required and working days will be charged on Saturdays.** Full

completion for the overall project shall be defined as all utility, grading, and pavement construction completed and the traffic signal fully operational, with the new streets, driveways, and sidewalks fully open to traffic, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1000.00) per working day** will be assessed for work not fully completed within the designated Contract term(s).

Should the Contractor succeed in fully completing the work in less than forty-five (45) working days, an enhancement of payment in the amount of One Thousand Dollars ($1,000.00) per working day remaining within the forty-five (45) working day deadline, up to a maximum amount of Ten Thousand Dollars ($10,000), will be issued to the Contractor.

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Con-Struct
Contractor

By: _____
Signature

President
Title

305 South Dayton Ave
Street Address

Ames, IA 50010
City, State, Zip Code

515-232-6443
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0944-32 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
Story County)

On this 17th day of February, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Doug Waite and _____, to me known, who, being by me duly sworn, did say that they are the Presiaunt, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Jan Searcy
Notary Public in and for the State of Iowa
My commission expires 11-6, 2023

NOTARIAL SEAL IOWA
JAN SEARCY
Commission Number 807340
My Commission Expires
11-6-23

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				
2.1	Clearing and Grubbing	LS	1	$ 2,000.00	$ 2,000.00
2.2	Topsoil, On-site	CY	633	$ 30.00	$ 18,990.00
2.3	Excavation, Class 10	CY	564	$ 60.00	$ 33,840.00
2.4	Below Grade Excavation (Core Out), Modified Subbase	CY	150	$ 10.00	$ 1,500.00
2.5	Subgrade Preparation, 12 Inch Depth	SY	2960	$ 5.00	$ 14,800.00
2.6	Subbase, Modified, 8 Inch Depth	SY	720	$ 15.00	$ 10,800.00
2.7	Compaction Testing	LS	1	$ 3,000.00	$ 3,000.00
	SEWERS AND DRAINS				
4.1	Storm Sewer, Trenched, 15" RCP 2000D	LF	20	$ 160.00	$ 3,200.00
4.2	Storm Sewer, Trenched, 24" RCP 2000D	LF	8	$ 230.00	$ 1,840.00
4.3	Subdrain, Corrugated PVC, Type 1, 6 Inch Dia.	LF	268	$ 18.00	$ 4,824.00
4.4	Subdrain Outlets and Connections	EA	4	$ 500.00	$ 2,000.00
4.5	Remove Subdrain	LF	297	$ 10.00	$ 2,970.00
	WATER MAIN				
5.1	Water Main, Trenched, C900, 12 Inch Dia	LF	54	$ 170.00	$ 9,180.00
5.2	Water Main Connection	EA	2	$ 4,000.00	$ 8,000.00
5.3	Remove Water Main	LF	52	$ 30.00	$ 1,560.00
	STRUCTURES FOR SANITARY AND STORM				
6.1	Manhole, SW-401, 48 Inch Dia	EA	1	$ 7,000.00	$ 7,000.00
6.2	Intake, SW-501	EA	1	$ 4,000.00	$ 4,000.00
6.3	Intake, SW-541	EA	1	$ 11,000.00	$ 11,000.00
6.4	Remove Intake	EA	1	$ 1,000.00	$ 1,000.00

	STREETS & RELATED WORK				
7.1	PCC Pavement Samples and Testing	LS	1	$ 4,000.00	$ 4,000.00
7.2	PCC Pavement Widening, 9 Inch Depth	SY	2427	$ 76.00	$ 184,452.00
7.3	Removal of Sidewalk	SY	409	$ 10.00	$ 4,090.00
7.4	Removal of Driveway	SY	46	$ 10.00	$ 460.00
7.5	Sidewalk, PCC, 4 Inch Depth	SY	54	$ 48.00	$ 2,592.00
7.6	Sidewalk, PCC, 5 Inch Depth	SY	330	$ 50.00	$ 16,500.00
7.7	Sidewalk, PCC, 6 Inch Depth	SY	39	$ 60.00	$ 2,340.00
7.8	Detectable Warning, Galvanized Steel	SF	79	$ 50.00	$ 3,950.00
7.9	Driveway, Paved, Type A, 6 Inch Depth	SY	94	$ 60.00	$ 5,640.00
7.10	Driveway, Granular, Class A	TON	37.6	$ 40.00	$ 1,504.00
7.11	Pavement Removal	SY	217	$ 20.00	$ 4,340.00
7.12	Curb and Gutter Removal, 3 Foot Width	LF	1362	$ 15.00	$ 20,430.00
	TRAFFIC CONTROL				
8.1	Traffic Signalization	LS	1	$ 110,000.00	$ 110,000.00
8.2	Handhole Type IV, 30"x 48", Pre-cast Polymer Concrete Handhole	EA	2	$ 2,000.00	$ 4,000.00
8.3	Fiber Optic Cable 96 CT SM (City Furnished)	LF	6480	$ 1.60	$ 10,368.00
8.4	Fiber Optic Fusion Splice	EA	12	$ 110.00	$ 1,320.00
8.5	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	2	$ 140.00	$ 280.00
8.6	CCH Panel, 12 CT, CCH-CP12-A9-P03RH	EA	2	$ 600.00	$ 1,200.00
8.7	Traffic Signs, Remove and Reinstall	LS	1	$ 1,000.00	$ 1,000.00
8.8	Traffic Signs, Remove	LS	1	$ 220.00	$ 220.00
8.9	Traffic Sign	EA	1	$ 550.00	$ 550.00
8.10	Painted Pavement Markings, Durable	STA	62.9	$ 140.00	$ 8,806.00
8.11	Painted Symbols and Legends, Durable	EA	8	$ 330.00	$ 2,640.00
8.12	Pavement Markings Removed	STA	8.8	$ 230.00	$ 2,024.00
8.13	Grooves Cut for Pavement Markings	STA	9.7	$ 140.00	$ 1,358.00
8.14	Grooves Cut for Symbols and Legends	EA	2	$ 190.00	$ 380.00
8.15	Temporary Traffic Control	LS	1	$ 16,000.00	$ 16,000.00
8.16	Portable Dynamic Message Sign	CDAY	30	$ 110.00	$ 3,300.00

	SITE WORK & LANDSCAPING						
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1.1	$	550.00	$	605.00
9.2	Conventional Seeding and Fertilizing, Type 6	AC	1.1	$	2,600.00	$	2,860.00
9.3	Filter Sock, 9 Inch Dia	LF	2350	$	2.00	$	4,700.00
9.4	Filter Sock, Removal	LF	2350	$	0.30	$	705.00
9.5	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix	AC	2.2	$	3,600.00	$	7,920.00
9.6	Inlet Protection Device, Drop-in	EA	6	$	200.00	$	1,200.00
9.7	Inlet Protection Device, Maintenance and Removal	EA	6	$	60.00	$	360.00
	MISCELLANEOUS						
11.1	Mobilization	LS	1	$	50,000.00	$	50,000.00
11.2	Temporary Granular Sidewalk	SY	55	$	40.00	$	2,200.00
11.3	Concrete Washout, Roll-off Container	LS	1	$	3,000.00	$	3,000.00

TOTAL AMOUNT BID = $ 628,798.00

Bond No. IAC592206

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Con-Struct 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 SIX HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED NINETY EIGHT AND NO/DOLLARS ($628,798.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

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

NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

The NW 36th Street and NW State Street Interim Improvements project includes street widening to provide a westbound left-turn lane, and construction of an eastbound right-turn lane, a span-wire traffic signal, and sidewalk located on NW 36th Street, from approximately 500' west of NW State Street to approximately 800' east of NW State Street in the City of Ankeny.

The improvements include approximately 2,450 SY of 9" thick PCC street pavement, 30 LF of 15" and 24" RCP storm sewer, 200 LF of subdrain, a span-wire traffic signal with pedestrian facilities, 565 CY of Class 10 excavation, 220 SY of pavement removal, 1,350 LF of curb and gutter removal, subgrade preparation, modified subbase, and removal and replacement of driveways, pedestrian ramps and sidewalks. Other associated improvements include granular driveway, traffic control, pavement markings, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the fiber optic cables, 48V LED signal modules, and low-voltage ATC cabinet, controller and accessories for contractor installation.

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.

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

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 February, 20 22.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

Con-Struct Inc.
Contractor

By: _____
Signature

PRESIDENT
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Zachary Pate
Printed Name of Attorney-in-Fact Officer

Merchants Bonding Company (Mutual)
Company Name

PO 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.**

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Iowa)
)
County of Story)

On this 17th day of February, in the year 2022, before me personally come(s) Doug Waite, to me known, who, being duly sworn, deposes and says that he/she is the President of the Con-Struct Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Jan Searcy
Notary Public

JAN SEARCY
Commission Number 807340
My Commission Expires
11-6-23
NOTARIAL SEAL IOWA

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 21st day of February, in the year 2022, before me personally come(s) Zachary Pate, Attorney(s)-in-Fact of Merchants Bonding Company (Mutual) with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Merchants Bonding Company (Mutual) company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LISA M. FRANCOUR
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

Lisa M Francour
Notary Public

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,

Jennifer Boyles; Jonathan Pate; Nick Hochban; Thomas G Kemp; Thomas M Lahl; Troy Staples; Zachary Pate

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 aut hority 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 6th day of April , 2017 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April 2017 , 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.

NOTARIAL SEAL IOWA

ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
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 February , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/17/2022

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 156-629-8 CON-STRUCT INCORPORATED 305 S DAYTON AVE AMES, IA 50010-6413	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: FEDERATED SERVICE INSURANCE COMPANY — 28304 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 411** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	6059602	12/01/2021	12/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY — SCHEDULED AUTOS HIRED AUTOS ONLY — NON-OWNED AUTOS ONLY	N	N	6059602	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	6059603	12/01/2021	12/01/2022	EACH OCCURRENCE AGGREGATE	$8,000,000 $8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	6059604	12/01/2021	12/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

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

RE: NW 36TH ST AND NW STATE STREET INTERIM IMPROVEMENTS, ANKENEY IA
ADDITIONAL INSURED INCLUDES: SNYDER & ASSOCIATES INC AND THE CITY OF ANKENY
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER

156-629-8 411 1
SNYDER & ASSOCIATES INC
2727 SW SNYDER BLVD
ANKENY, IA 50023-8402

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

Michael G Kern

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:
   a. 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
   b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

city of Ankeny
bringing it all together

NW 36th Street & NW State Street Interim Improvements

Map is for Locational Purposes Only.

1 in = 800 ft

Date: 3/18/2021

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: ??

Economic Development

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Infrastructure Agreement between the City of Ankeny and Costco Wholesale Corporation (PH 2022-12)

EXECUTIVE SUMMARY:

Costco Wholesale Corporation is proposing to invest more than $20 million in an approximately 195,000 square foot wholesale/retail and e-commerce delivery center as part of the Spectrum 36 development on the City's northeast side. To support this investment, as well as several hundred acres of future investment in the immediate area, the City intends to advance the timing of planned improvements to NE 36th Street to coincide with the opening of Costco' proposed facility.

This proposed infrastructure agreement between Costco and the City outlines the timing of both the public and private improvements associated with this project. As part of the agreement, the City is committing to completing the Otter Creek Phase III sewer project, which is already underway, and undertaking improvements to NE 36th Street, including widening and urbanizing the roadway, installing a traffic signal at

NE 36th Street and Spectrum Drive, and associated utility improvements. The City intends to have these improvements completed by October 31, 2022 and open to traffic to support the opening of Costco's store . Costco intends to open their store in fall 2022. The agreement includes penalties in the form of payments in-lieu of taxes (shortfall payments) if Costco does not complete their store and receive a certificate of occupancy by January 1, 2023. The City's portion of the project was included in the 2022 Capital Improvement Program and will include cost-sharing with adjacent property owners through the special assessment process. Costco will not receive any financial assistance from the City for their project.

FISCAL IMPACT: **??Yes**

This agreement commits the City to completing certain public improvements that have already been awarded and are under construction or will be publicly bid and awarded by the City Council. This agreement brings together the planned public improvements by the City and Costco's private investment to ensure the timing of all the improvements are aligned to support the opening of Costco's new facility in Ankeny.

This agreement will require Costco to make annual payments to the City in-lieu of taxes over the course of five years or until they receive a certificate of occupancy for their new facility. Either the taxes from their completed store or these shortfall payments will be used to support the cost of public improvements to be undertaken by the City. Actual costs of planned improvements will be considered by the Council following the public bidding process, which is expected in March/April.

CITY MANAGER'S RECOMMENDATIONS:

To approve the agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

A public hearing date was set at the February 7, 2022 City Council meeting. The NE 36th Street widening project and Otter Creek trunk sewer projects were included in the 2022 CIP which was approved at the December 20, 2021 City Council meeting.

PUBLIC OUTREACH EFFORTS:

A public hearing was held at the February 21, 2022 City Council meeting.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving an infrastructure agreement between the City of Ankeny and Costco Wholesale Corporation.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Costco Infrastructe Agreement
Costco Infrastructure Agmt Reso

INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement ("**Agreement**" or "**Infrastructure Agreement**") is made as of the "**Effective Date**" (as hereinafter defined), by and between the City of Ankeny, Iowa, a municipal corporation with its principal offices located at 410 W 1st St, Ankeny, IA 50023 (the "**City**") and Costco Wholesale Corporation, a Washington corporation, with its principal offices located at 999 Lake Drive, Issaquah, Washington 98027 ("**Costco**"). The Parties are the City and Costco.

WITNESSETH:

WHEREAS, in furtherance of the objectives of Chapter 403 and Chapter 15A of the Code of Iowa, 2021, as amended (the "**Urban Renewal Act**"), the City is engaged in carrying out urban renewal project activities in an area known as the Northeast Ankeny Urban Renewal Area ("**Urban Renewal Area**"); and

WHEREAS, the City has planned to construct certain Public Use Improvements in the Urban Renewal Area to facilitate economic development throughout the Area; and

WHEREAS, Costco has acquired or will acquire certain property located within the Urban Renewal Area, as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "**Costco Property**"); and

WHEREAS, Costco intends to develop and construct on the Costco Property an approximately 195,000 square foot wholesale and retail general merchandise facility, which facility also may include, without limitation, a pharmacy, tire sales and installation center, liquor sales, a vehicle fueling facility, a car wash, photo processing, butcher, deli and bakery services, optometry services, related office space, related parking, and other improvements, including, but not limited to, an e-commerce fulfillment operation (collectively, the "**Costco Project**") and in connection therewith, Costco intends to hire not less than approximately 100 full time employee equivalents, with benefits and wages starting at $17.00/hour; and

WHEREAS, the City is willing to accelerate its construction of the Public Use Improvements (as described on Exhibit B attached hereto) to coincide with Costco's completion of the Costco Project; and

WHEREAS, the City believes that its accelerated completion of the Public Use Improvements and the development of the Costco Project is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined in this Agreement shall have the following meanings unless a different meaning clearly appears from the context:

Agreement or **Infrastructure Agreement** means this Agreement and all Exhibits hereto, as the same may be from time to time modified, amended or supplemented.

City means the City of Ankeny, Iowa.

City Bonds or **Bonds** mean the general obligation bonds to be issued by the City in one or more series for the purpose of funding the Public Use Improvements. The City Bonds shall be issued in an aggregate principal amount estimated to be approximately $5,672,000 and also may be used to pay capitalized interest and costs of issuance of the City Bonds. Such aggregate principal amount may change depending on a variety of factors, such as the costs of projects, actual Bond sale terms, tax rates and levies, the timing of the sale, inclusion of capitalized interest, as necessary, and other factors.

Code means the Code of Iowa, 2021, as amended.

Costco means Costco Wholesale Corporation, a Washington corporation.

Costco Construction Plans means the plans, specifications, drawings and related documents reflecting the development and construction work to be performed by Costco in developing and constructing the Costco Project on the Costco Property in accordance with this Agreement. The Costco Construction Plans will contain sufficient detail as required by the building inspector of the City or as required by applicable City codes. The Costco Construction Plans may be amended by Costco in its sole discretion as long as Costco obtains the City's approval when required by the City Code and such amended Plans are consistent with this Agreement, which approval, if required, will not be unreasonably withheld.

Costco Project is defined above in the recitals.

Costco Property means the property within the Urban Renewal Area and described in Exhibit A hereto.

County means Polk County, Iowa.

Debt Service means the scheduled principal and interest payments (including capitalized interest) related to the City Bonds.

Effective Date means the last date that any Party signs the same version of this Agreement that contains all Exhibits based upon the date set forth next to each Party's signature to the Agreement.

Public Use Improvement Depiction means the drawing reflecting the work to be performed by the City in the Urban Renewal Area in accordance with this Agreement, which drawing is attached as Exhibit C hereto. The City will not alter the major components of the

Public Use Improvements described in Exhibit B and depicted in Exhibit C (i.e., existence of turning lanes, number of lanes, signalization) without the written consent Costco.

Public Use Improvements means the Public Use Improvements described on Exhibit B and depicted in Exhibit C.

Shortfall Payment(s) means the payments described in Section 6.1(h) of this Agreement.

Spectrum 36 Development means the property described on Exhibit D.

State means the State of Iowa.

Tax Increment means the property tax revenues derived from the assessed valuation of the Spectrum 36 Development that are divided and made available to the City under the provisions of Section 403.19 of the Code.

Termination Date means the date of termination of this Agreement as set forth in Section 10.10 hereof.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the Party claiming the delay, including but not limited to, storms, floods, fires, explosions or other casualty losses, extreme or unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, the acts of any federal, State or local governmental unit (other than the City), pandemics (including COVID-19), epidemics, moratorium, insurrections, war, terrorist act, riots and failure of utility services. Notwithstanding the foregoing, each Party acknowledges and agrees that it is entering into this Agreement and committing to perform its respective obligations with an awareness of the effects of the COVID-19 outbreak, as of the Effective Date, the continuation of which the Parties agree will not be deemed an Unavoidable Delay absent changes in circumstances or occurrence of events beyond the Parties' reasonable control which would independently meet the definition of an Unavoidable Delay.

Urban Renewal Area means the property within the Northeast Ankeny Urban Renewal Area as described by the Northeast Ankeny Urban Renewal Plan, as amended from time to time.

Urban Renewal Plan means the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area approved by the City Council, as previously amended, and as may be amended from time to time.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties as of the Effective Date:

(a) The City is a municipal corporation organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and

carry out its obligations under this Agreement and has taken all actions required to authorize this Agreement.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing, nor do they conflict with or contravene any laws, order, rule or regulation applicable to the City.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2 Representations and Warranties of Costco. Costco makes the following representations and warranties as of the Effective Date:

(a) Costco Wholesale Corporation is a corporation duly organized and validly existing under the laws of the State of Washington, is qualified to do business in the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

(b) This Agreement has been duly and validly authorized, executed and delivered by Costco and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Costco enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of (i) the articles of incorporation, bylaws or other corporate governing document of Costco, or (ii) any contractual restriction, evidence of indebtedness, agreement or instrument to which Costco is now a party or by which it or its property is bound, the breach of which would adversely affect Costco's ability to perform its obligations hereunder.

(d) To Costco's knowledge, there are no actions, suits or proceedings pending against Costco in any court or before any arbitrator or before or by any governmental body in which there is a reasonable probability of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Costco as it relates to the performance of its obligations under this Agreement

or which in any manner raises any questions affecting the validity of this Agreement or Costco's ability to perform its obligations under this Agreement.

(e) To Costco's knowledge, Costco has not received any written notice from any local, State or federal official in the State that the activities of Costco with respect to the Costco Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Costco is not currently aware of any State or federal claim filed or threatened in writing to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Costco Property, and Costco is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

ARTICLE III
CONSTRUCTION OF COSTCO PROJECT

Section 3.1 Construction of Costco Project. Contingent on the City's compliance with the terms of this Agreement in all material respects, including but not limited to continued compliance with their respective covenants in this Agreement, and contingent upon satisfaction of the Conditions Precedent set forth below in Section 3.1(A), Costco agrees that it will cause the Costco Project to be constructed on the Costco Property in conformance with this Agreement in all material respects, and the Costco Construction Plans submitted to the City. Costco reasonably expects that the construction of the Costco Project (land, buildings and equipment) will require an investment in excess of Twenty Million Dollars ($20,000,000).

(a) Conditions Precedent to Construction of Costco Project. It is recognized and agreed that the ability of Costco to perform the obligations described in this Agreement, is subject to completion and satisfaction of certain actions. Specifically, all obligations of Costco to construct the Costco Project are subject to each of the following Conditions Precedent:

(i) Costco has obtained fee simple title to the Costco Property;

(ii) The representations and warranties made by the City in Section 2.1 shall be true and correct;

(iii) The City is not in Default (as defined in Section 9.1 below) under this Agreement;

(iv) There has not been a substantial change for the worse in the financial resources and ability of the City, which change(s) make it likely, in the reasonable judgment of the Costco, that the City will be unable to fulfill its covenants and obligations under this Agreement.

Section 3.2 Costco Construction Plans. Subject to Section 3.1(a) above, Costco shall cause Costco Construction Plans to be provided to the City for each building to be constructed and all other work to be undertaken as part of the Costco Project, which Plans shall be in conformity

in all material respects with this Agreement and all applicable State and local laws and regulations. The City agrees that the construction plans and specifications submitted to the building official of the City for the Costco Property shall be deemed to be adequate to be the Costco Construction Plans, if such plans and specifications are approved by the City building official. The Costco Construction Plans may be amended by Costco in accordance with the City's requirements for amending construction plans as long as the Costco Construction Plans remain consistent with the terms of this Agreement and to the extent that City approval is required for any such amendments, such approval shall not be unreasonable withheld.

Section 3.3 Completion of Construction. Subject to Section 3.1(a) above and Unavoidable Delays, Costco shall endeavor to obtain a final certificate of occupancy for the Costco Project by **October 31, 2022**, or by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Costco Project to be constructed or provided by Costco shall be in conformity with the Costco Construction Plans.

Section 3.4. Final Certificate of Occupancy. Upon issuance of a final certificate of occupancy for the Costco Project, the Costco Project shall, for all purposes of this Agreement, be deemed to be completed. The issuance of such final certificate of occupancy shall be conclusive evidence of termination of the covenants and conditions of this Agreement with respect to the obligations of Costco to construct the Costco Project.

ARTICLE IV
RESERVED

ARTICLE V
CONSTRUCTION OF PUBLIC USE IMPROVEMENTS

Section 5.1. Public Use Improvements. Contingent on Costco's compliance with the terms of this Agreement in all material respects, including but not limited to continued compliance with the covenants in Section 6.1, and contingent upon satisfaction of the Conditions Precedent set forth below in Section 5.1(a), the City intends to issue City Bonds to fund, and then construct, certain Public Use Improvements. The City's obligation to issue the City Bonds to construct the Public Use Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapters 384 and 403 of the Code with respect to the issuance of the City Bonds, including the holding of all required public hearings relating to the same. The description of the Public Use Improvements to be funded by the City Bonds and other related information is contained in Exhibit B.

(a) Conditions Precedent to Issuing City Bonds for Public Use Improvements. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings relating to the issuance of the City Bonds. All

obligations of City to issue the City Bonds and construct Public Use Improvements are subject to each of the following Conditions Precedent:

(i) The representations and warranties made by Costco in Section 2.2 shall be true and correct;

(ii) Costco is not in Default (as defined in Section 9.1 below) under this Agreement; and

(iii) There has not been a substantial change for the worse in the financial resources and ability of Costco, which change(s) make it likely, in the reasonable judgment of the City, that Costco will be unable to fulfill its covenants and obligations under this Agreement.

Section 5.2 Other Improvements. The City may determine to construct additional infrastructure improvements, in its sole discretion, when undertaking the construction of any of the Public Use Improvements, provided the additional infrastructure improvements do not materially adversely affect the construction of the Costco Project or the scheduled completion of the Public Use Improvements.

Section 5.3 Completion Date for Public Use Improvements. The City agrees, subject to Section 5.1(a), its obligations under Chapter 26 of the Code of Iowa, and Unavoidable Delays, to endeavor to cause the Public Use Improvements to be completed by **October 31, 2022**, or by such other date as the parties shall mutually agree upon in writing.

Section 5.4 Authority to Design, Engineer and Construct. The City shall design, engineer and construct the Public Use Improvements in accordance with current City standards and design guidelines, other applicable design standards, the depiction of the Public Use Improvement set forth on Exhibit C attached hereto, the terms of this Agreement, and in accordance with the provisions of the Iowa Code, including required public notice(s) and hearing(s) on the proposed Public Use Improvements.

Section 5.5 Right of Way and Easements. Except as set forth below, the City shall obtain, through condemnation, if necessary, all required property and rights of way (including, without limitation, grading easements) necessary for construction of the Public Use Improvements, as determined by final engineering design.

Section 5.6 Non-responsibility of Costco. The City acknowledges and agrees that Costco has no obligation or responsibility or liability whatsoever with respect to the obligation to construct, or design, or the quality of construction of, the Public Use Improvements.

Section 5.7 No Special Assessment. The Costco Property shall not be specially assessed for any of the Public Use Improvements to be constructed by City pursuant to this Agreement, but nothing in this Section shall preclude the City from specially assessing the Costco Property on the same basis as it is assessing all other properties in the vicinity of the Costco Property for improvements other than the Public Use Improvements.

Section 5.8 No Special Legal Entitlements. Costco recognizes and agrees that all of the Public Use Improvements shall be owned and maintained by the City for the benefit of the general public; that all use thereof by Costco and its employees, customers and suppliers shall be on the same basis as the general public; and that Costco shall have no special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance or use of the Public Use Improvements.

ARTICLE VI
COVENANTS

Section 6.1. Covenants of Costco. Costco agrees with the City as follows:

(a) Subject to Unavoidable Delays, Costco shall acquire the Costco Property on or before **March 15, 2022**.

(b) In carrying out the development and construction of the Costco Project, Costco shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, marital status, familial status, or physical disability. Costco shall ensure that applicants for employment are considered, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age, religion, marital status, familial status, or physical disability.

(c) Costco will comply with all applicable land development laws and City ordinances, and all laws, rules and regulations applicable to the Costco Project, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Costco.

(d) During the term of this Agreement, (i) Costco shall pay, or cause to be paid, when due and on the same basis as any other owner of real property in Polk County, Iowa, all real property taxes and assessments payable with respect to all and any parts of the Costco Property and (ii) Costco agrees that it will not seek any tax deferral, exemption, or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other chapter of the Code, of the taxation of real property contained in the Costco Property. For the avoidance of doubt, this provision does NOT prevent Costco from challenging the assessed value of the Costco Property through regular assessment appeal processes.

(e) Costco will use commercially reasonable efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Costco Project, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Costco Project may be lawfully constructed.

(f) Costco will reasonably cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the development and construction of the Costco Project that are a direct result of Costco's activities on the Costco Property.

(g) By signing this Agreement, Costco hereby agrees to comply with all the terms and provisions of this Agreement pertaining to Costco's obligations with respect to the construction of the Costco Project. Without limiting the generality of the foregoing, Costco agrees that: (i) it will endeavor to obtain a final certificate of occupancy for the Costco Project within the time limit set forth herein subject to Unavoidable Delay; (ii) the Costco Project shall be constructed and completed in accordance with the Costco Construction Plans; (iii) the Costco Project shall be constructed and completed free and clear of any mechanic's liens or materialman's liens (or bonded during resolution of any disputes); and (iv) all costs of constructing the Cost Project shall be paid when due.

(h) If, and only if, a final certificate of occupancy for the Costco Project is not issued by January 1, 2023 (as such date may be extended by reason of the occurrence of one or more Unavoidable Delays), Costco shall owe, as the City's sole and exclusive remedy for such a failure, a semi-annual payment to the City each in an amount equal to $212,500 (each a "**Shortfall Payment**") to be paid on October 1, 2024 and April 1, 2025. If, and only if, a final certificate of occupancy for the Costco Project is not issued by January 1, 2024, Costco shall owe, as the City's sole and exclusive remedy for such a failure, Shortfall Payments to be paid on October 1, 2025 and April 1, 2026. If, and only if, a final certificate of occupancy for the Costco Project is not issued by January 1, 2025 (as such date may be extended by reason of the occurrence of one or more Unavoidable Delays), Costco shall owe, as the City's sole and exclusive remedy for such a failure, Shortfall Payments to be paid on October 1, 2026 and April 1, 2027. If, and only if, a final certificate of occupancy for the Costco Project is not issued by January 1, 2026 (as such date may be extended by reason of the occurrence of one or more Unavoidable Delays), Costco shall owe, as the City's sole and exclusive remedy for such a failure, Shortfall Payments to be paid on October 1, 2027 and April 1, 2028. If, and only if, a final certificate of occupancy for the Costco Project is not issued by January 1, 2027 (as such date may be extended by reason of the occurrence of one or more Unavoidable Delays), Costco shall owe, as the City's sole and exclusive remedy for such a failure, Shortfall Payments to be paid on October 1, 2028 and April 1, 2029. Notwithstanding the foregoing, Costco's obligation to make any Shortfall Payment shall terminate on the date on which the City has received $2,125,000.00 (in the aggregate) from Shortfall Payments and any Tax Increment. If a Shortfall Payment is not made when due, interest at a rate of Prime Rate plus 1% per annum shall accrue from the due date of the Shortfall Payment. Notwithstanding the foregoing, a Shortfall Payment shall not be required if the Public Use Improvements are not completed by January 1 of the year in which Shortfall Payment would otherwise be due. It is expressly acknowledged and agreed by the City that except for making Shortfall Payments, Costco shall have no other obligation or liability hereunder as a consequence of its failure to obtain a final certificate of occupancy for the Costco Project by the aforesaid date.

ARTICLE VII
RESERVED

ARTICLE VIII
ASSIGNMENT OR TRANSFER

Section 8.1. Status of Costco; No Transfer or Assignment. Costco represents and agrees that, prior to the date on which a final certificate of occupancy for the Costco Project is issued, Costco will maintain its existence as a corporation and will not wind up or otherwise dispose of all or substantially all of the Costco Property or Costco Project, or assign, participate, or otherwise act in such manner as to convey to any third party any interest in this Agreement unless: (a) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Costco under this Agreement arising after the transfer of this Agreement; and (b) the City consents thereto in writing in advance, such consent not to be unreasonably withheld.

Section 8.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. Prior to the Termination Date, Costco, or its permitted successors or assigns, agree that the Costco Property or Costco Project cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Costco Property or the Costco Project from property tax liability. Nor can the Costco Property or Costco Project be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE IX
DEFAULT

Section 9.1. Default. No Party shall be deemed to be in "**Default**" of this Agreement unless and until such Party has failed to perform, or breached, one its obligations, covenants or representations/warranties set forth in this Agreement and has not cured such failure or breach within thirty (30) days of its receipt of written notice from any other Party to this Agreement specifying the nature of such failure or breach, provided, however, that if such failure or breach cannot, in the exercise of good faith diligent efforts, be cured within said thirty (30) day period, said defaulting Party shall have such additional time as is reasonably necessary to cure its failure/breach, provided that the defaulting Party commences such cure efforts immediately and diligently prosecutes such cure. In the event said defaulting Party fails to cure its failure/breach within the aforesaid time period, said Party shall be deemed to be in "**Default**" hereunder.

Section 9.2 Remedies. Should any Party be in Default under this Agreement, each of the other parties shall have all rights and remedies at law or in equity against the Party in Default, including without limitation, the right to terminate this Agreement.

Section 9.3 Costco Default; Sole Remedy. Notwithstanding anything seemingly to the contrary herein, the sole remedy of the City for Costco's failure to obtain the issuance of a final certificate of occupancy for the Costco Project within the time frame set forth herein is as set forth in Section 6.1(h) above.

Section 9.4 Limitation on Liability. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANOTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY INCURRED OR SUFFERED BY ANY PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE X
MISCELLANEOUS

Section 10.1. Conflict of Interest. Costco represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Costco Property during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Costco Property, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Costco Property, or in any activity, or benefit therefrom, which is part of the Costco Property at any time during or after such person's tenure.

Section 10.2. Notices. Any notice, demand, or other communication under this Agreement by either Party to the other shall be effective upon receipt or refusal of receipt to the following addresses:

(a) in the case of Costco, is addressed or delivered personally to Costco at:

Costco Wholesale Corporation, 999 Lake Drive, Issaquah, WA 98027,
Attention: Gail Tsuboi, Property Management

(b) in the case of City, is addressed or delivered personally to City at:

City of Ankeny, Iowa, 410 W. First St., Ankeny, IA 50023-1557,
Attn: City Clerk

Any Party may change the address for notices to be delivered to it, and copies thereof to any address other than a post office box by serving not less than ten (10) days prior written notice to the other Party in accordance with the provisions contained in this paragraph.

Section 10.3. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Iowa applicable to contracts wholly to be performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

Section 10.4. Entire Agreement. This Agreement and exhibits attached constitute the entire agreement of the Parties and supersedes all prior offers, agreements, arrangements and contracts, whether oral or written, concerning the subject matter hereof.

Section 10.5. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and the parties shall thereupon amend this Agreement to legally and most closely embody the spirit and intent of the invalid provisions.

Section 10.6. No Third-Party Beneficiaries. No rights or privileges of any Party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 10.7. Interpretation. Section headings are for convenience of reference only and are in no way intended to interpret, define or limit the scope or content of this Agreement or any provision hereof and shall be given no legal effect in the interpretation of this Agreement. This Agreement shall not be construed more strictly against one Party than against any other Party merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the City and Costco and their respective attorneys, have contributed substantially and materially to the preparation of each and every provision of this Agreement.

Section 10.8. Amendment; Waiver. This Agreement may not be amended, waived or modified in any respect unless the same shall be in writing and signed by all parties. No waiver by a Party of any Default by any other Party shall constitute a waiver of any other breach or default by said other Party, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give another Party any contractual right by custom, estoppel, or otherwise.

Section 10.9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and Costco and their affiliates, and their respective permitted successors and assigns, including any and all covenants and conditions contained in this Agreement.

Section 10.10. Termination Date. This Agreement will terminate on the first to occur of (a) the date of issuance of a final certificate of occupancy for the Costco Project and any due and owing Shortfall Payments have been paid by Costco; or (b) the date upon which those City Bonds issued specifically to fund the costs for the Public Use Improvements are repaid in full, or (c) **December 31, 2029;** provided, however, that in the event Costco does not acquire the Costco Property on or before **March 15, 2022**, this Agreement will automatically terminate as of **March 15, 2022**, unless the parties hereto agree otherwise in writing, and the Parties will have no liability to the other thereafter.

Section 10.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Costco has caused this Agreement to be duly executed in its name and on its behalf by its duly authorized representative, all on or as of the day first above written (the Effective Date).

[Signatures continue on the following pages.]

CITY OF ANKENY, IOWA,
an Iowa municipal corporation

_____

Mayor
Date: _____, 2022

ATTEST:

_____

City Clerk
Date: _____, 2022

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2022, before me a Notary Public in and for said County, personally appeared _____ , to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ankeny, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Roll Call No. _____, passed on the _____ day of _____ _____, 2022, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

_____
Notary, State of Iowa

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By _____
Title: EVP

Date: FEB. 10, 2022

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

This record was acknowledged before me on Feb. 10, 2022, by Pat Callans as EVP of Costco Wholesale Corporation, a Washington corporation, on behalf of whom the record was executed.

S GARDNER
17915
NOTARY
PUBLIC
COMMISSION EXPIRES 05-06-25
STATE OF WASHINGTON

_____
Notary Public in and for said State

EXHIBIT A
LEGAL DESCRIPTION OF COSTCO PROPERTY

Lot 1 in Spectrum 36-Plat 1, an Official Plat in Ankeny, Polk County, Iowa

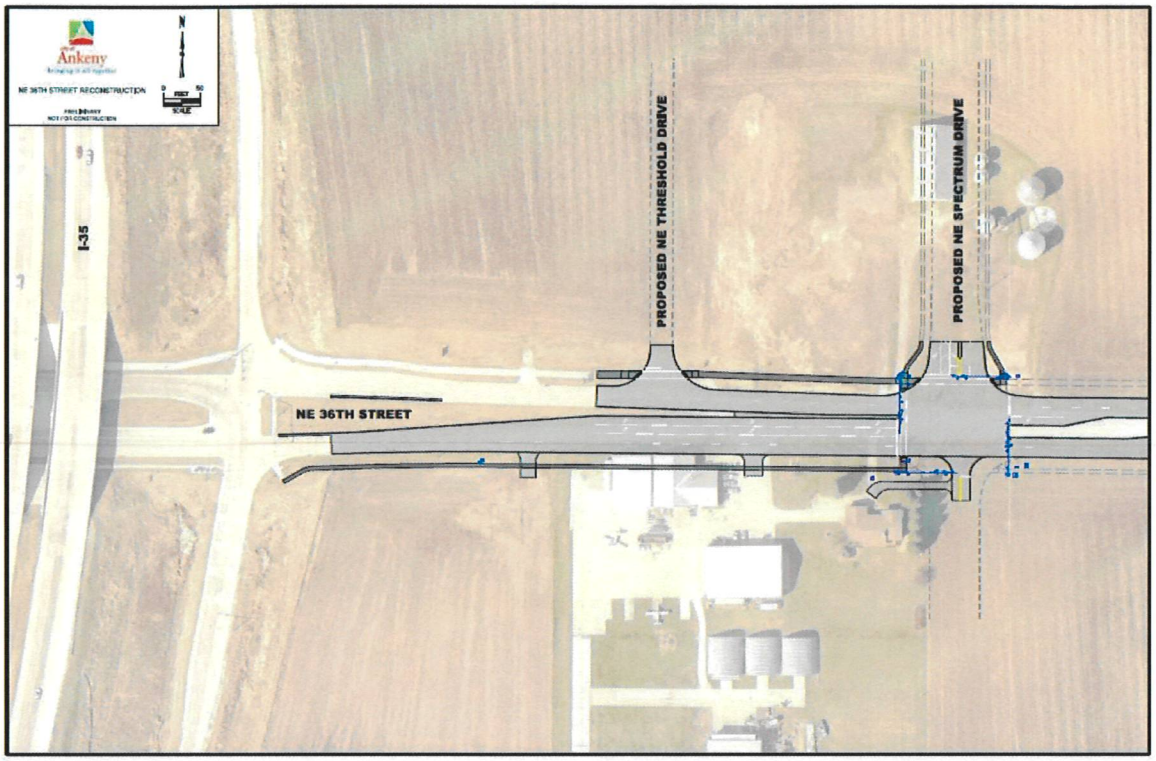
EXHIBIT B

DESCRIPTION OF PUBLIC USE IMPROVEMENTS

Project	**Estimated Completion Date**
Roadway project: approx. 2,000 LF of improvements to NE 36th Street between I-35 & NE 29th Street to the east Includes pavement, curb, gutter, storm sewer, water, and traffic signal Engineer's estimate: $5,190,000	October 31, 2022
Trunk sewer project: Extending 24" trunk sewer 1500LF east/north east north of Costco site. Engineer's estimate: $728,000	October 31, 2022

EXHIBIT C
DEPICTION OF PUBLIC USE IMPROVEMENTS

Roadway:



Trunk Sewer:

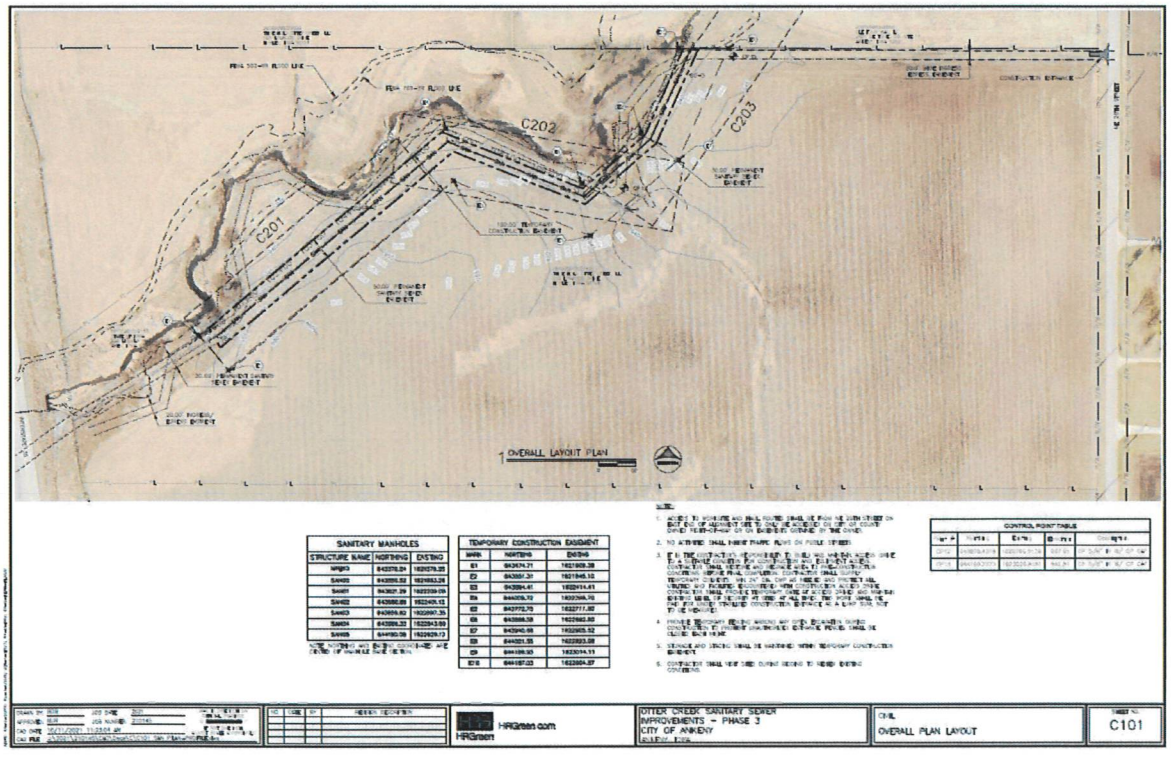


EXHIBIT D

Spectrum 36 Development

The Spectrum 36 Development includes approximately 125 acres to be developed consistent with the approved Spectrum 36 Neighborhood Plan and legally described as:

PROPERTY DESCRIPTION

OUTLOT "Z", ALBAUGH ESTATES, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA EXCEPT WARRANTY DEED RECORDED IN BOOK 14727, PAGE 786 OF THE POLK COUNTY RECORDER'S OFFICE.

AND

THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT ALBAUGH ESTATES AND EXCEPT INTERSTATE 35 .

AND

LOTS 1 AND 2, ALBAUGH ESTATES, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA EXCEPT WARRANTY DEEDS RECORDED IN BOOK 13510, PAGE 774 AND BOOK 13510, PAGE 777 AND BOOK 13636, PAGE 986 OF THE POLK COUNTY RECORDER'S OFFICE.

01990338-1\10174-647

INFRASTRUCTURE AGREEMENT

By and Between

CITY OF ANKENY, IOWA,

and

COSTCO WHOLESALE CORPORATION

_____, 2022

Execution Version

RESOLUTION 22-XXXX

A RESOLUTION APPROVING AN INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF ANKENY AND COSTCO WHOLESALE CORPORATION

WHEREAS, the City Council has a goal to ensure the economic vitality of the community; and

WHEREAS, Costco Wholesale Corporation is proposing to make a substantial investment in Ankeny and create employment opportunities to accommodate its business objectives; and

WHEREAS, Costco Wholesale Corporation proposes to construct an approximately 195,000 square foot wholesale/retail facility and e-commerce fulfillment operation, located in the City of Ankeny; and

WHEREAS, the City intends to advance planned infrastructure improvements to accommodate Costco's proposed investment while supporting additional economic development in the area surrounding the planned Costco Wholesale Corporation site; and

WHEREAS, City staff negotiated an Infrastructure Agreement between the City of Ankeny and Costco Wholesale Corporation that outlines the expected timeline for planned public and private improvements, which includes remedies if certain timelines are not met; and

WHEREAS, on February 21, 2022 a hearing was held on said Infrastructure Agreement and after said hearing the City Council of the City of Ankeny determined it to be in the best interest of the City to approve said Agreement in the form attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the Infrastructure Agreement between the City of Ankeny and Costco Wholesale Corporation and authorizes the Mayor and the City Clerk to execute said Agreement and authorizes the City staff to do all things necessary to carry out the terms of the Infrastructure Agreement.

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: ??

Municipal Utilities

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to set a public hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan.

EXECUTIVE SUMMARY:

The Municipal Utilities Department is currently having a project being designed (High Trestle Trail Transmission Main and Drainage Project) that will be utilizing the State Revolving Fund (SRF) to provide a lower rate of interest on these projects. As part of the SRF process, an environmental review will be included that requires a public hearing to allow concerned residents to bring their concerns to our attention. This notice needs to be published in the Des Moines Register for 30 days in advance of the hearing so the purpose of this motion is to set the hearing for April 4, 2022 giving us more than the required 30 days. Approximately 2 weeks before the hearing the Iowa Department of Natural Resources (IDNR) will provide us the Environmental Information Document (EID) for use at the hearing. It will summarize all of their findings to date. We will need to have the Mayor execute the document after the hearing and it will need to be returned to the IDNR.

FISCAL IMPACT: **??No**

This project is part of the 2022 - 2026 CIP.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended to hold the public hearing as noted and have the Mayor execute the Environmental Information Document after the hearing to be submitted back to the Iowa Department of Natural Resources.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to set public hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City’s project plan and direct City Clerk to publish notice 30 days prior to hearing (date of hrg: 4/4/22 @ 5:30 p.m.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Notice of Public Hearing - SRF

PUBLIC HEARING NOTICE

The City of Ankeny will be holding a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's water transmission main system.

The proposed project involves the construction of a new 24" diameter transmission water main along the High Trestle Trail from the Ash Water Tower to NW 18th Street and then west to NW Irvinedale Drive.

The purpose of this Public Hearing is to inform area residents of the community of Ankeny of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan.

The Public Hearing location and time are as follows:

April 4, 2022 at 5:30pm
Ankeny Kirkendall Public Library
City Council Chambers
1250 SW District Drive
Ankeny, IA 50021

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=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Written comments on this proposal may also be submitted prior to the hearing. Questions regarding this hearing or the availability of documentation may be directed to the City Clerk's Office at 515-965-6405.

Published in the Des Moines Register on the **4th** day of **March**, 2022.

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Public Works

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
Initiate Special Assessment Proceedings

EXECUTIVE SUMMARY:

The action before the City Council is the adoption of a preliminary resolution for construction of street, utility, and other related public improvements; adoption of a resolution fixing values of lots; adoption of a resolution adopting preliminary assessment plat and schedule, estimate of cost, and proposed plans and specifications; adoption of a Resolution of Necessity (Proposed); and setting a date for the public hearing on the Resolution of Necessity for the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

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. Initial City Council Action on Preliminary Assessments: February 21, 2022
2. Mail Notices to Property Owners: February 28, 2022
3. Publish Notice of Hearing on Resolution of Necessity: March 4, 2022 and March 11, 2022
4. Public Hearing on Resolution of Necessity, 5:30 p.m.: March 21, 2022
   at Ankeny Kirkendall Public Library in Council Chambers
5. Project Letting: April 12, 2022
6. Construction Contract Award: April 18, 2022
7. 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 preliminary Resolution for the construction of street, storm sewer, sanitary sewer crossing, water main crossing, street lighting, and other improvements.

2. Adopt Resolution fixing value of lots.

3. Adopt Resolution adopting preliminary assessment plat and schedule, estimate of cost, and proposed plans and specifications for the construction of the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

4. Adopt Resolution of Necessity (Proposed) and set the date of Public Hearing on the Resolution of Necessity (March 21, 2022 @ 5:30 p.m.) for the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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.

ACTION REQUESTED:

Action: Consider motion to adopt a preliminary RESOLUTION for the construction of street, storm sewer, sanitary sewer, water main, street lighting, and other improvements in the City of Ankeny, State of Iowa.

Action: Consider motion to adopt RESOLUTION fixing value of lots.

Action: Consider motion to adopt RESOLUTION adopting preliminary plat and schedule, estimate of cost, and proposed plans and specifications for the construction of the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

Action: Consider motion to adopt RESOLUTION of Necessity (proposed).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
NE 36th Street Reconstruction Assessment Plat
RES - construction
RES - fixing value of lots

RES - adopting prelimplat and schedule
RES - proposed Necessity

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.

NORTH

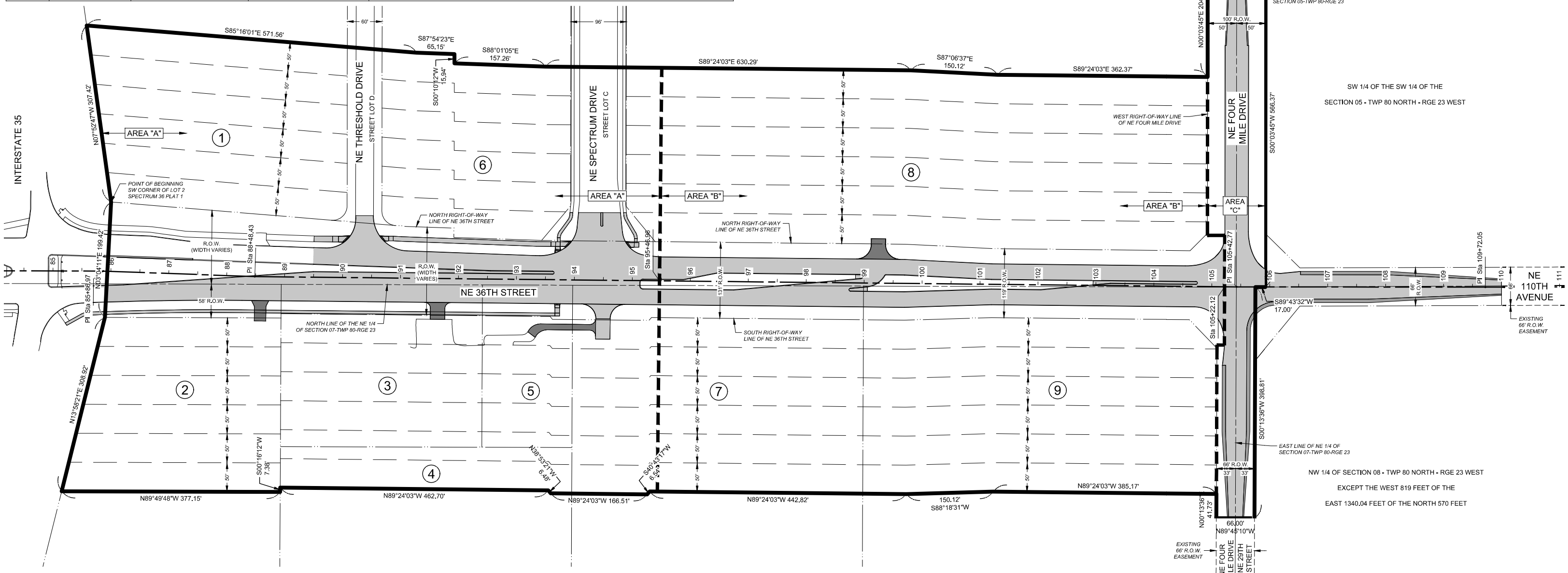
80 0 40

SCALE

NILLES ASSOCIATES

LEGEND

R.O.W. RIGHT-OF-WAY
ASSESSMENT BOUNDARY LINE
ASSESSMENT GRID
SECTION LINE
PROPERTY BOUNDARY LINE
ASSESSMENT BOUNDARY SUB-AREA LINE
FUTURE PAVING
EXISTING R.O.W. EASEMENT LINE



NE 36TH STREET PRELIMINARY SPECIAL ASSESSMENT PLAT

13/15

DATE: 02/10/2022

NILLES ASSOCIATES, INC. 1250 SW STATE STREET SUITE A ANKENY, IOWA 50023 (515) 965-0123 phone www.nillesinc.com

Council Member _____ introduced the following Resolution entitled "PRELIMINARY RESOLUTION FOR THE CONSTRUCTION OF STREET, STORM SEWER, SANITARY SEWER, WATER MAIN, STREET LIGHTING, SIDEWALK AND OTHER IMPROVEMENTS IN THE CITY OF ANKENY, STATE OF IOWA", 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 Resolution duly adopted as follows:

RESOLUTION

PRELIMINARY RESOLUTION FOR THE CONSTRUCTION OF STREET, STORM SEWER, SANITARY SEWER, WATER MAIN, STREET LIGHTING, SIDEWALK AND OTHER IMPROVEMENTS IN THE CITY OF ANKENY, STATE OF IOWA

WHEREAS, this Council, after a study of the requirements, is of the opinion that it is necessary and desirable that street, storm sewer, sanitary sewer, water main, street lighting, sidewalk and other improvements be constructed within the City of Ankeny, State of Iowa, as hereinafter described; and

WHEREAS, it is proposed that the project be constructed as a single improvement under the authority granted by Division IV of Chapter 384, Code of Iowa:

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

Subdivision A. That the City of Ankeny, State of Iowa, construct street, storm sewer, sanitary sewer, water main, street lighting, sidewalk and other improvements, as hereinafter described.

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 of the Preliminary Assessment Plat & Schedule.

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.

Subdivision B. The beginning and terminal points of the improvements shall be as follows:

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.

Subdivision C. That Jason A. Lastovica, P.E. of Johnston, Iowa, having been employed as Engineer to prepare plats, schedules, estimates, plans and specifications and otherwise to act in the capacity with respect to the project is hereby ordered to prepare and file with the Clerk preliminary plans and specifications and estimates of the total cost of the work and the plat and schedule of special assessments against benefited properties.

Subdivision D. That this Council hereby determines that all property within the area hereinafter described will be specially benefited by the improvements, to-wit:

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

Subdivision E. The improvement shall be designated as the "NE 36th Street Reconstruction I-35 to NE Four Mile Drive", and such name shall be a sufficient designation to refer to the improvement in all subsequent proceedings.

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

_____

Mayor

ATTEST:

_____

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING VALUES OF LOTS" 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 Resolution duly adopted as follows:

RESOLUTION

RESOLUTION FIXING VALUES OF LOTS

WHEREAS, this Council after full investigation, has arrived at a determination of the value of each lot located within the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, the valuation being set forth in a preliminary schedule entitled "NE 36th Street Reconstruction I-35 to NE Four Mile Drive Ankeny, IA", under the column therein headed "Parcel Valuation":

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

That the schedule of values, hereinabove referred to, be and the same is adopted as the valuations of the lots, with the proposed public improvements completed, within the boundaries of the improvements and the Clerk is hereby directed to forthwith deliver the same to Jason A. Lastovica, P.E., the Engineer, for the project, the Engineer to insert the values in the schedule of assessments which is to be prepared and filed with this Council.

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

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PRELIMINARY PLAT AND SCHEDULE, ESTIMATE OF COST AND PROPOSED PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE" 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 Resolution duly adopted as follows:

RESOLUTION

RESOLUTION ADOPTING PRELIMINARY PLAT AND SCHEDULE, ESTIMATE OF COST AND PROPOSED PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

WHEREAS, this Council has caused to be prepared a preliminary plat, schedule and estimate of cost, together with plans and specifications, for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, and this Council has fixed the valuations of the property proposed to be assessed as shown therein; and

WHEREAS, the Council finds that each lot separately assessed in the schedule of assessments meets the definition of a lot as described in Section 384.37(10), Code of Iowa, or in the case of lots consisting of multiple parcels that the parcels have been assembled into a single unit for the purpose of use or development; and

WHEREAS, the plat and schedule, estimate of cost and plans and specifications appear to be proper for the purpose intended:

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

That the plat and schedule, estimate of cost and plans and specifications be and the same are hereby adopted as the proposed plat, schedule, estimate of cost and plans and specifications for the improvements and are hereby ordered placed on file with the Clerk for public inspection.

BE IT FURTHER RESOLVED, that the boundaries of the District for the making of the improvements, as shown in the Engineer's plat, be and the same are hereby fixed as the boundaries for the NE 36th Street Reconstruction I-35 to NE Four Mile Drive.

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

_____

Mayor

ATTEST:

_____

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION OF NECESSITY (PROPOSED)", 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 Resolution duly adopted as follows:

RESOLUTION

RESOLUTION OF NECESSITY (PROPOSED)

WHEREAS, preliminary plans and specifications and plat and schedule and estimate of cost are now on file in the office of the Clerk showing the boundaries of the District, containing the properties and lots to be assessed, locations of the improvements, each lot proposed to be assessed, together with a valuation of each lot as fixed by the Council, an estimate of the cost of the entire proposed improvements, stating the cost of each type of construction and kind of materials to be used, and an estimate of the amount proposed to be assessed against each lot, for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, as hereinafter described, in the City of Ankeny, State of Iowa:

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

That it is deemed desirable, advisable and necessary to construct as a single improvement the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, in the City of Ankeny, State of Iowa.

The District containing the properties to be assessed is set out and described in the following "Notice to Property Owners", set out in this Resolution.

The improvements within the District are located and described in the following "Notice to Property Owners", set out in this Resolution.

The method of construction shall be by contract.

Costs of the improvements will be assessed to the properties within the boundaries of the District. No property shall be assessed more than it is benefited by the improvements nor more than 25% of its value on the date of its assessment. The assessment may include a ten percent Default and Deficiency Fund, as authorized by Section 384.44, Code of Iowa.

A plat and schedule and estimate of costs are now on file in the office of the Clerk as required by law.

Any difference between the amount which is derived from cash payments made by property owners during the thirty day collection period and the sale of Improvement Bonds issued against assessments on benefited properties and the total cost of the improvements, shall be paid for from the proceeds derived from the issuance and sale of bonds as authorized by Section 384.25, Code of Iowa, and/or from such other funds of the Municipality as may be legally used for such purpose.

BE IT FURTHER RESOLVED, that this Council meet at 5:30 P.M., on the 21st day of March, 2022, in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, for the purpose of hearing property owners subject to assessment and interested parties for or against the improvement, its cost, the assessment, or the boundaries of the District. Unless a property owner files objections with the Clerk at the time of the hearing on this Resolution, he shall be deemed to have waived all objections pertaining to the regularity of the proceedings and the legality of using special assessment procedure.

BE IT FURTHER RESOLVED, that the Clerk is hereby instructed to cause notice to be published and mailed as required by law of the pendency of this Resolution and of the time and place of hearing objections thereto, and to the preliminary plans and specifications, estimate of costs and to the making of the improvements; the Notice to be in substantially the following form:

(Two publications required)

NOTICE TO PROPERTY OWNERS

Notice is hereby given that there is now on file for public inspection in the office of the Council of the City of Ankeny, State of Iowa, a proposed Resolution of Necessity, an estimate of costs and plat and schedule showing the amounts proposed to be assessed against each lot and the valuation thereof within District as approved by the Council of the City of Ankeny, State of Iowa, for a street, storm sewer, sanitary sewer, water main, street lighting, sidewalk and other improvements, designated as the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, of the types and in the location as follows:

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 of the Preliminary Assessment Plat & Schedule.

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.

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.

That the proposed District to be benefited and subject to assessment for the cost of such improvements is described as follows:

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

The Council will meet at 5:30 P.M., on the 21st day of March, 2022, at the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which time the owners of property subject to assessment for the proposed improvements, or any other person having an interest in the matter may appear and be heard for or against the making of the improvement, the boundaries of the District, the cost, the assessment against any lot, tract or parcel of land, or the final adoption of a Resolution of Necessity. A property owner will be deemed to have waived all objections unless at the time of Hearing he has filed objections with the Clerk.

This Notice is given by authority of the Council of the City of Ankeny, State of Iowa.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

INTRODUCED AND APPROVED at a meeting held on the 21st day of February, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2022 PCC Street Patching Program

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the 2022 PCC Street Patching Program 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 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, andNW 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 project is being presented for bidding at this time. Pending project approval and award by the City Council, the Contractor shall substantially complete each of the five (5) separate locations within a specified number of 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, and NW 9th Street - five (5) Working Days. The Contractor shall fully complete the overall project no later than September 16, 2022.

Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: February 21, 2022

2. Post Notice to Bidders and Notice of Public Hearing: February 25, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: March 4, 2022

4. Bid Opening (10:30 A.M., Public Services Building): March 15, 2022

5. Public Hearing and Award Contract: March 21, 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 March 15, 2022 and setting the public hearing date as March 21, 2022 for the 2022 PCC Street Patching Program 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 February 25, 2022 and to be published in the Des Moines Register on March 4, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the 2022 PCC Street Patching Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/15/22 @ 10:30 AM / date of hrg: 3/21/22 @ 5:30 PM)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders and Notice of Public Hearing
Location map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2022 PCC STREET PATCHING PROGRAM, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE 2022 PCC STREET PATCHING PROGRAM, 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 PCC Street Patching Program; 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 PCC Street Patching Program, 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 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.

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

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 March 15, 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 March 21, 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 March 21, 2022.

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

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

2022 PCC STREET PATCHING PROGRAM

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 PCC Street Patching Program** project at its meeting at **5:30 P.M. on the 21st day of March, 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=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   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 **15th day of March, 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 15th day of March, 2022,** in said Ankeny Public Services Building. Pursuant to Iowa Code Sec. 21.8, the bid opening will be conducted electronically and interested persons may attend the bid opening by the following methods:

1. Join Meeting Electronically:
   https://v.ringcentral.com/join/515965640
2. Join Meeting by Phone:
   Dial: +1 650 419 1505
   Access Code / Meeting ID: 515 965 640

Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 21st day of March, 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, **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,** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in 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 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 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 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.

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

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 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 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. 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).

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 February, 2022.**

_____

Mark E. Holm, Mayor

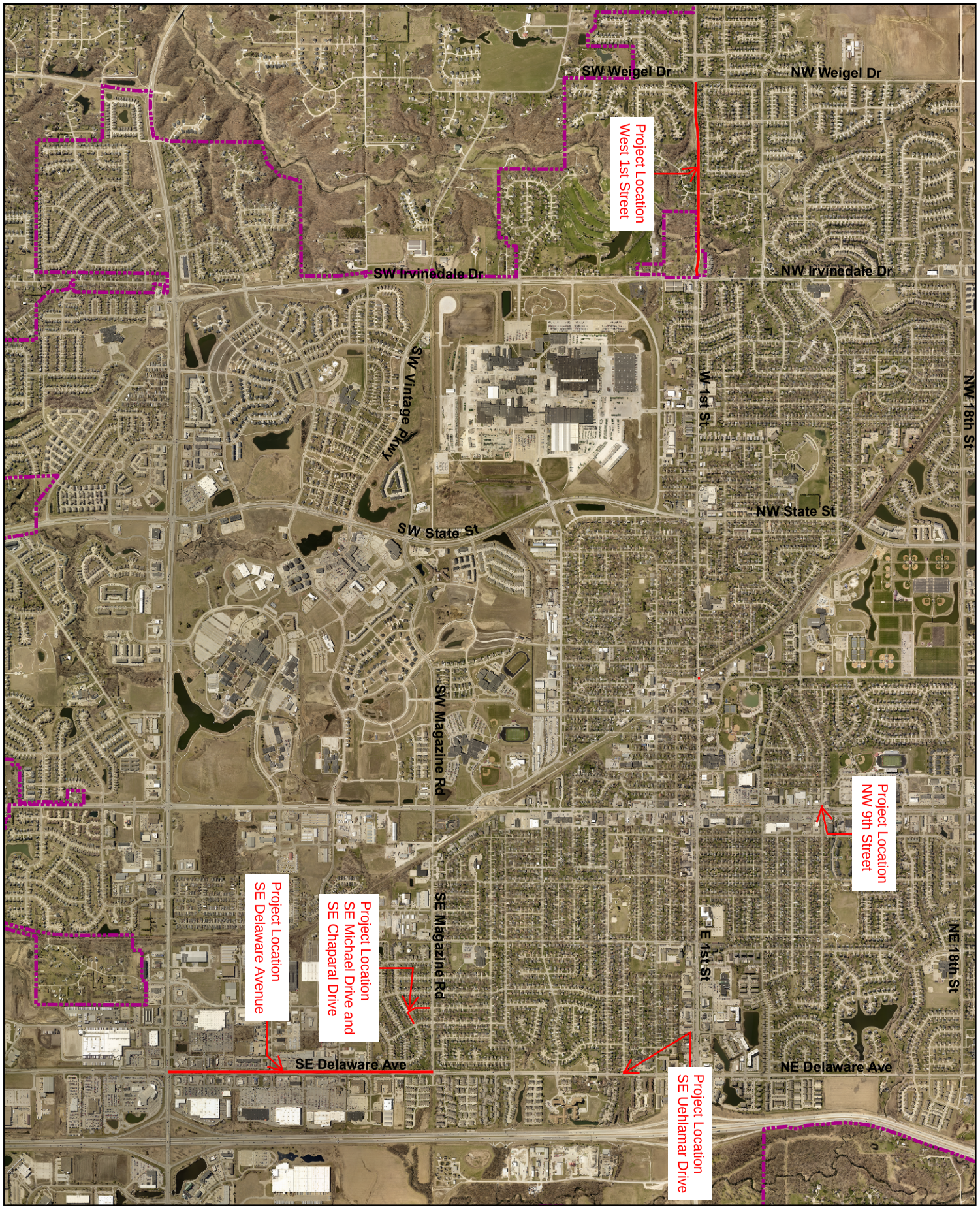
ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **25th day of February, 2022.**

Published in the Des Moines Register the **4th day of March, 2022.**



city of Ankeny
bringing it all together

2022 PCC Street Patching Program

Map is for Locational Purposes Only.

W S N E

1 in = 2,500 ft

Date: 2/14/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: ??

Municipal Utilities

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2022 CIPP Lining Project

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the 2022 CIPP Lining Project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract) estimated total cost and setting a date for the filing of bids on the project. 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 project is being presented for bidding at this time. Pending project approval and award, the contractor will be required to complete the project by December 31, 2022. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: February 21, 2022

2. Post Notice to Bidders and Notice of Public Hearing: February 25, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: March 4, 2022

4. Bid Opening (10:30 A.M., Public Services Bldg): March 15, 2022

5. Public Hearing and Award Contract: March 21, 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 annual Sanitary Sewer Maintenance Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Adopt Resolution ordering construction and setting the bid opening date as March 15, 2022 and setting the public hearing date as March 21, 2022 for the 2022 CIPP Lining Project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted to the Iowa League of Cities and the Master Builders of Iowa websites on February 25, 2022 and published in the Des Moines Register on March 4, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the 2022 CIPP Lining Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 03/15/22 @ 10:30 a.m./date of hrg: 03/21/22 @ 5:30 p.m.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders and Notice of Public Hearing
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2022 CIPP LINING PROJECT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE 2022 CIPP LINING PROJECT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 2022 CIPP Lining Project; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2022 CIPP Lining Project, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

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 method, verifying all sanitary sewer service reconnections, cleanup 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 March 15, 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 March 21, 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 March 21, 2022.

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

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

2022 CIPP LINING PROJECT

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **2022 CIPP Lining** project at its meeting at **5:30 P.M. on the 21st day of March, 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=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   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 **15th day of March, 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 15th day of March, 2022,** in said Ankeny Public Services Building. Pursuant to Iowa Code Sec. 21.8, the bid opening will be conducted electronically and interested persons may attend the bid opening by the following methods:

1. Join Meeting Electronically:
   https://v.ringcentral.com/join/515965640
2. Join Meeting by Phone:
   Dial: +1 650 419 1505
   Access Code / Meeting ID: 515 965 640

Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 21st day of March, 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 March 22, 2022 and no later than April 18, 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 March 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 Municipal Utilities 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 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 method, verifying all sanitary sewer service reconnections, cleanup 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 **two (2)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Ankeny and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the project no later than **December 31, 2022.** Fully complete shall be defined as all prep work and 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 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 February, 2022.**

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **25th day of February, 2022.**

Published in the Des Moines Register the **4th day of March, 2022.**

NW 14 ST

NW TENTH ST

S. ANKENY BLVD

NE NINTH ST

NE FIFTH ST

W. FIRST ST

E. FIRST ST

SW STATE ST.

SE FOURTH ST

SE DELAWARE AVE

S. ANKENY BLVD

SE SHARON DR

SE TRILIEN DRIVE

SE 8TH ST

SW ORDNANCE RD

SE 9TH ST

SE 10TH ST

SW MAGAZINE RD

HATCHED AREAS INDICATE PROPOSED AREAS OF WORK

NORTH

0 500

SCALE

DEPARTMENT OF MUNICIPAL UTILITIES

DIVISION OF ENGINEERING

city of Ankeny

bringing it all together

2022 CIPP LINING PROJECT LOCATION MAP

SHEET 1

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2022 PCC Reconstruction Program - NW 5th Street
Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the 2022 PCC Reconstruction Program - NW 5th Street project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and setting a date for the filing of bids on the project.

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 project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than June 6, 2022 and no later than June 20, 2022. The contractor will have 45 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: February 21, 2022

2. Post Notice to Bidders and Notice of Public Hearing: February 25, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: March 4, 2022

4. Bid Opening (10:30 A.M., City Hall): March 15, 2022

5. Public Hearing and Contract Award: March 21, 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 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 March 15, 2022 and setting the public hearing date as March 21, 2022 for the 2022 PCC Reconstruction Program - NW 5th Street 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 February 25, 2022 and to be published in the Des Moines Register on March 4, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents will be held in April 2022. Property owners and residents will be updated via letters during the construction phase.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the 2022 PCC Reconstruction Program - NW 5th Street project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/15/22 @ 10:30 A.M. / date of hrg: 3/21/22 @ 5:30 P.M.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET, 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 PCC Reconstruction Program - NW 5th Street; 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 PCC Reconstruction Program - NW 5th Street, 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 PCCReconstruction 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.

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 March 15, 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 March 21, 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 March 21, 2022.

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

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

2022 PCC RECONSTRUCTION PROGRAM – NW 5TH STREET

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 PCC Reconstruction Program – NW 5th Street** project at its meeting at **5:30 P.M. on the 21st day of March, 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=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   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 **15th day of March, 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 15th day of March, 2022,** in said Ankeny Public Services Building. Pursuant to Iowa Code Sec. 21.8, the bid opening will be conducted electronically and interested persons may attend the bid opening by the following methods:

1. Join Meeting Electronically:
   https://v.ringcentral.com/join/515965640
2. Join Meeting by Phone:
   Dial: +1 650 419 1505
   Access Code / Meeting ID: 515 965 640

Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 21st day of March, 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 20, 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 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.

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 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).

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 February, 2022.**

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **25th day of February, 2022.**

Published in the Des Moines Register the **4th day of March, 2022.**

city of Ankeny
bringing it all together

2022 - PCC Reconstruction - NW 5th St
Map is for Locational Purposes Only

W S N E

1 in = 200 ft

Date: 1/5/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Resolution concerning the establishment of Central Iowa Water Works

EXECUTIVE SUMMARY:

The Des Moines Water Works board, West Des Moines Waterworks board and Urbandale Water Utility board have all approved a nonbinding resolution to take the next steps toward a true regional water utility and board, Central Iowa Water Works. This action follows years of discussions and negotiations with significant region-wide input, including from Ankeny. These three utilities served as the Micro Group for this issue and were charged with attempting to address several outstanding issues prior to commencing 28-E negotiations on a new regional utility. It is now time for the non-utility communities that purchase water from Des Moines Water Works to consider the non-binding resolution.

FISCAL IMPACT: **??No**

No specific financial impact is associated with approval of this non-binding Resolution as presented. However, future and separate legislative action to be considered by the City Council in the form of an Agreement under Chapter 28E and 28F of the Iowa Code, will result in significant and long-term financial

implications for the City.

CITY MANAGER'S RECOMMENDATIONS:

Approve attached resolution to continue negotiations toward the creation of a new regional water utility, Central Iowa Water Works, subject to approval of a future Agreement created under Chapter 28E and 28F of the Iowa Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving the City of Ankeny's participation in further discussions and exploration concerning the establishment of Central Iowa Water Works.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Outcomes Document

RESOLUTION 2022-100

RESOLUTION APPROVING THE CITY OF ANKENY'S PARTICIPATION IN FURTHER DISCUSSIONS AND EXPLORATION CONCERNING THE ESTABLISMENT OF CENTRAL IOWA WATER WORKS

WHEREAS, the City of Ankeny has a duty to its customers to provide the quantity and quality of water needed for the City; and

WHEREAS, the fulfillment of this duty requires that the City Council plan ahead and look at various options for providing the needed quality and quantity of water; and

WHEREAS, the regional area that includes the City of Ankeny successfully has joined together to provide various services to citizens through regionalization; and

WHEREAS, the regionalization of water source and production has been studied for many years among the regional communities; and

WHEREAS, the City has studied and analyzed a way to provide the quality and quantity of water needed in the future by the citizens of the City of Ankeny; and

WHEREAS, the City Council of the City of Ankeny believes that continuing discussions and exploration of creating Central Iowa Water Works, a proposed regional water source and production entity that would serve metro area communities, is in the best interst of the citizens; and

WHEREAS, the proposed structure will allow the City of Ankeny to retain its staff, continue to own and maintain its distribution system and control water pricing for its customers while having a vote in all decisions regarding source water, new treatment plant construction and wholesale pricing; and

WHEREAS, the the next step in the discussions is negotiation of an agreement for the creation and funding of Central Iowa Water Works; and

WHERAS, the City Council of the City of Ankeny believes that it is in the best interest of the citizens and customers of Ankeny, and in fulfillment of its fiduciary duty to those citizens and customers to participate as a founding agency to continue with the discussions; and

WHEREAS, the City Council of the City of Ankeny considers it desirable to explore establishing, with other water utilities and governmental entities, a shared regional system of drinking water supply production facilities under regional governance to meet all of its existing and future needs for safe, reliable, abundant, and reasonably priced drinking water to be distributed to its customers; and

WHEREAS, certain existing water supply utilities in Central Iowa have defined a framework for the organization of a new regional water authority as a separate public entity created under Chapter 28E and Chapter 28F, Iowa Code, to be known as the "Central Iowa Water Works" to act as a regional water wholesale production and supply authority under terms and conditions as set forth in the Regionalization Outcomes Document as issued in April, 2021 and revised in November, 2021 (the "Outcomes Document"); and

WHEREAS, the City of Ankeny desires to participate as a founding agency of the Central Iowa Water Works as described in the Outcomes Document, subject to certain terms and contingencies.

NOW, THEREFORE IT IS HEREBY RESOLVED, that the City of Ankeny shall be, and agrees to become, a founding agency of the Central Iowa Water Works on the terms as generally described in the Outcomes Document, **subject to the following**:

A. Participation of as a founding agency shall be subject to the preparation of a form of Agreement under Chapter 28E and Chapter 28F of the Iowa Code that is in all material respects consistent with the Outcomes Document and acceptable in form and substance to the City of Ankeny and its counsel; and

B. Participation as a founding agency shall be contingent upon, and shall be effective only if, water supply agencies representing a "critical mass", defined as a substantial majority of the average total annual water consumption of the Des Moines Metropolitan Area, execute this CIWW Founding Resolution by March 31, 2022; and

C. Participation as a founding agency shall be contingent upon the execution, delivery, and filing with the Iowa Secretary of State of a 28E-28F Agreement by the requisite agencies meeting condition B above on or before September 30, 2022.

Passed and approved this 21st day of February, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

CENTRAL IOWA WATER WORKS

REGIONAL MICRO GROUP

Report Out on Discussions, Outcomes and Considerations

Originally Issued April 2021

Revised November 2021

Ted Corrigan, Des Moines Water Works
Amy Kahler, Des Moines Water Works
Diane Munns, Des Moines Water Works
Sue Huppert, Des Moines Water Works
Dale Acheson, Urbandale Water Utility
John McCune, Urbandale Water Utility
Christina Murphy, West Des Moines Water Works
Jody Smith, West Des Moines Water Works

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HOW THIS DOCUMENT SHOULD BE USED

The concepts outlined in this document are strictly a culmination of the work of the individuals comprising the Micro Group and have not been formally or informally approved by any one of the associated Boards of Trustees. The distribution of this document does not imply support or approval of the concepts by the associated Boards of Trustees. This framework should not be considered an offer or proposal; rather, based on feedback and follow up discussions, it may be used as the basis for a proposal or negotiated 28E/28F agreement which all participating regional agencies, including city councils and the three utility Boards, would review and formally approve before any regional entity would exist. Use of the term "Consensus" within this document refers only to the individuals within the Micro Group as it relates to evaluating a full regionalization option.

The Micro Group hopes the information contained in this document will provide a common understanding of complex regional considerations as studied by the Micro Group and will, in turn, advance the dialogue surrounding regional governance of drinking water production in the Des Moines metro area and hopes decision makers will move the question forward with the sense of urgency necessary to ensure continued adequate supply of safe, affordable drinking water in Central Iowa.

BACKGROUND AND INTRODUCTION

Multi-year Process

In 2017, Des Moines Water Works (DMWW) began a multi-year process with partners from across the region, examining ways to increase cooperation, share decision-making, balance risk, and equitably distribute benefits across the region. A range of alternatives, from merging all retail and water production assets under a single entity to sharing costs and decision-making while maintaining separately governed entities, were considered. FCS Group, a national utility consulting firm, was retained by DMWW, Urbandale Water Utility and West Des Moines Water Works (WDMWW) to facilitate a process-- which included data gathering, analysis, and stakeholder workshops—that could serve as a basis for establishing a model for a regional water authority. The technical aspects of forming a regional entity, including board composition, and operating contracts, were identified. FCS Group also completed an in-depth financial analysis of the regional concept compared to the existing water supply model.

Initial FCS Group Model

The initial FCS Group financial analysis, completed in October 2018, showed significant benefit to regionalizing water production in Central Iowa. The FCS recommendations were based on 1) ownership of water production assets, 2) how the costs of adding water production capacity for economic growth could be attributed, and 3) how to calculate charges for water during peak demands. The formation of a new regional water authority was proposed. The proposed authority would purchase all the water production assets in the region. The new authority would raise money from Members, through the issuance of debt, and by implementing rate increases to wholesale customers to buy these assets.

The cost of becoming a Member of the new authority was too high for some, while others would have received significant financial benefits; consequently, there was a lack of consensual support for this regionalization model among the regional partners.

The Shared Governance Option

The DMWW Board considered alternatives to the initial FCS Group model with a continued commitment to three guiding principles developed during early regional discussions.

1. Collaborative decision-making focused on conserving and protecting the natural resource of water is in the best interest of the people of the region.
2. Drinking water should be produced and made available in a manner that is fair and equitable to every person, business, government entity, and organization in the region.
3. Shared risk should result in shared benefits. The wise management and conservation of water is beneficial to the entire region and, over the long-term, will result in lower regional costs.

DMWW recognizes there may be other or additional opinions or perspectives by the suburban communities on why shared governance is important.

In September 2019, the DMWW Board issued an alternative framework to the initial FCS model in the form of a Term Sheet. The Term Sheet was intended to further stimulate discussion of a regional model, and regional discussions were actively resumed.

Micro Group Discussions

The Term Sheet generated healthy discussion and a number of questions among regional partners. It became clear more detailed discussions were needed to answer all the questions. Those discussions began in early 2020 shortly before the outbreak of the COVID-19 pandemic. It quickly became difficult to coordinate the type of large group discussions needed to answer the detailed questions. In July of 2020, representatives for the three Board-managed water utilities determined that, in order to ensure continued progress, the best path forward was to address the outstanding questions in more frequent, small group meetings. These Micro Group meetings have occurred weekly, and sometimes as often as three times a week since late July 2020.

These discussions have covered all the questions assembled by the larger, regional group in February of 2020. In discussing the issues, the Micro Group has been attentive to considering diverse perspectives and interests of all regional partners—from producers to non-producers, fast growing to slow growing communities, etc.

The initial Micro Group Report was issued April of 2021. That report included a short list of open issues. WDMWW, UWU and DMWW exchanged letters through the summer of 2021 in attempt to resolve the remaining open issues. On September 17, 2021, the Micro Group met and came to consensus on the remaining open issues. This Outcomes document, as noted "Revised November 2021" has been updated to reflect those discussions.

REGIONAL CONCEPTUAL FRAMEWORK AS PRESENTED BY THE MICRO GROUP

CONCEPTUAL FRAMEWORK FOR REGIONALIZATION

The Micro Group discussions have resulted in revised concepts for a discussion framework. The discussion framework contains the following concepts.

1. **Creation of Central Iowa Water Works (CIWW).** A new intergovernmental entity, CIWW, will be established under Iowa Code Chapters 28E and 28F to allow regional partners to make efficient use of existing water infrastructure and cooperate, to their mutual advantage, in the management of water as a natural resource. This new entity would also have the responsibility to deliver safe and abundant drinking water to Members of CIWW.

2. **Participation**. All Central Iowa water utility systems would be invited to join CIWW as Founding Agency Members. Total Service Customers of any Member would be deemed to be part of their Member service provider so long as they remain a party to their existing 28E agreement. If a water utility system wishes to join CIWW after the Authority has been established, the terms, including cost, of Membership would be established by the CIWW board. Subsequently admitted Members should expect such terms to include greater initiation and buy-in costs than those established for founding Members.

3. **Exclusivity.** CIWW would have the exclusive right to purchase the full output of the Water Production and Supply Facilities of all its Members. All Members would exclusively contract with CIWW for their wholesale water supply.

4. **Operational Contracts.** CIWW would contract with Water Producing Members (e.g., DMWW and WDMWW) for the operation of existing water production assets for a minimum of 20 years.

5. **Regional Production Governance**. CIWW would have governance of production-related activities only, and Members would retain full governance of all matters related to their individual distribution and storage systems, including setting local water rates.

6. **Board Composition**. CIWW would be governed by a Board consisting of one representative from each of the Founding Agencies. Agencies serving an area with a population in excess of 100,000 would be represented by one additional representative.

7. **Ownership.** CIWW would purchase, by a date certain, designated Water Production and Supply Facilities from all its Water Producing Members to effectuate asset transfer. Until acting on asset transfer, asset owners would continue to own, maintain, and finance improvements to their respective Water Production and Supply Facilities.

8. **Governance and Scope**. The CIWW Board would provide oversight and governance for managing water production and wholesale distribution to its Members, wholesale rate setting, and long-range planning. All financing and management issues related to water production would require approval from the CIWW board.

9. **Future Water Production Expansion.** The Micro Group came to a consensus that 9% of expansion costs would be shared by all Member Agencies proportioned based on maximum day demand in recognition of the fact that all Members benefit from source, treatment, and transmission expansion projects through efficiency gains, new technology implementation, and redundancy/resiliency created. The remaining 91% of the cost of expanding water production assets in the region would be shared among the Members of the CIWW proportionally based on each Member's forecasted incremental maximum day demand (i.e., projected future growth).

10. **Upfront Capital Contribution.** Upon entering into CIWW, each Member would be required to contribute towards the entity's start-up fund. Each Member would be asked to contribute a proportionate share of the start-up fund based on annual consumption over the preceding 5-year period as a pro-rata share of total consumption. The initial start-up fund is projected to be approximately $2,000,000 in total, with contributions allocated among the Members.

MEMBERSHIP

All Central Iowa water utility systems will be invited to participate either as founding Members on equal terms, or as subsequently admitted Members on terms to be established by the CIWW Board. Subsequently admitted Members should expect such terms to include greater initiation and buy-in costs than those established for founding Members.

Total Service Customers of any Member are deemed to be part of their Member service provider so long as they remain a party to their existing 28E agreement.

The existing Wholesale Water Service Master Agreement ("Master Agreement") among DMWW and its wholesale customers dated June 10, 2005, which makes provision for purchased capacity will terminate among the founding Members as of the Operational Commencement Date of CIWW. The Master Agreement will otherwise remain in full force and effect for other DMWW wholesale customers that are not founding Members, and DMWW shall retain the right to set rates and provide service to those wholesale customers that are not Members of CIWW.

GOVERNANCE AND BOARD COMPOSITION

The initial Term Sheet issued by DMWW in September of 2019 included a Board composition proposal of at least 5 persons and not more than 9 persons. Two seats allocated to DMWW and one seat allocated to other entities over 25,000 in population with one or two additional at large seats.

The Micro Group discussed alternatives to this approach, reaching a Consensus on a proposed CIWW Board consisting of one Board Representative representing each of the Members, with members in excess of 100,000 population (as determined by the last Federal Census) entitled to one total additional representative (for DMWW a total of two representatives).

Each Member Agency retains the right to provide water service under existing Total Service Agreements, and the entity served under such agreements shall, for all purposes of CIWW, be considered part of the Member Agency providing total service and will be represented by that Member Agency's CIWW Board Member(s). Except in instances where a prospective Total Service customer cannot be reasonably directly served by the Regional Authority (i.e., due to geographical proximity), prospective Total Service contracts for any Member will be deemed to be for operation of the prospective community's local water system only, with wholesale water supply provided by the Regional Authority.

Board Representatives shall be appointed by the Member entity being represented. In the case of a member that is a city, the appointment would be made by the mayor of the city, subject to approval of its City Council. In the case of board-governed members, the appointment would be made by resolution of its governing body. Total Service Customers of any Member are deemed to be represented on the CIWW board by the Member so long as they remain a party to their existing 28E.

Board Representatives will serve at the pleasure of their Member Agency.

Each Board Representative will have one (1) vote and, except as provided for optional weighted voting, a majority vote cast by Board Members then duly appointed and acting will decide matters before the Board.

Provided representatives of two (2) or more entities request a weighted vote, the Board will, at their next regularly scheduled meeting, hold a weighted vote on the following actions/items:

- Annual budget or an amendment to an approved annual budget
- Setting wholesale rates
- Adoption or modification of a capital plan or a long-range plan
- Issuance of debt
- Accepting additional governmental entities to the Water Authority
- Employing, engaging, retaining, or terminating the Director of the Authority
- Removal of a Board Member for just cause

On the above weighted vote actions/items, a majority vote of the CIWW Board would decide those matters**.**

Weighted votes shall be determined based on each Member Agency's annual consumption over the preceding 5-year period as a pro-rata share of total consumption and shall be calculated and adjusted annually. See a draft presentation of weighted voting percentages in **Appendix E**.

The Board will hold regular meetings, suggested to be monthly, and one regular meeting each year will be designated as the Annual Meeting at which officers will be elected.

Board Representatives will elect officers from among their Membership, including Chair, Vice Chair and Secretary. CIWW's first Chair shall not be a representative of Des Moines Water Works.

The Board shall establish committees including:

1. Executive Committee
2. Long Range Planning and Capital Improvements Committee
3. Finance & Audit Committee
4. Nominating Committee
5. Operating/Technical Committee

Committee Membership and Responsibilities

Executive Committee. An Executive Committee is established for the purposes, among other things, of reviewing and advising on policy issues at the request of the Executive Director and making recommendations to the Executive Director, and of making recommendations to the Board regarding the appointment of the Executive Director and thereafter periodically reviewing the performance of the Director.

The Executive Committee shall be chaired by the Board Chair, and shall be comprised of the current Chair, the most recently presiding Chair prior to the current Chair who remains a current Member of the Board, and for the first three years, a representative of the three Members governed by independent utility boards, unless those Members are already represented on the Committee, and up to one additional Member selected at-large so long as membership of the Executive Committee does not equal or exceed the number constituting a quorum for the full board. After the first three years, the Executive Committee shall be comprised of the current chair, the most recently presiding Chair prior to the current Chair who remains a current Member of the Board, and up to four (4) of the largest Members as measured by annual consumption over the preceding 5-year period as a pro rata share of total consumption, unless those Members are already represented on the Committee. At no time shall the membership of the Executive Committee equal or exceed quorum for the full board.

The Executive Committee shall meet at the call of the Chair or at the request of the Executive Director to fulfill its purposes as set forth herein and such other duties as may be assigned to the Executive Committee by resolution of the Board. The Executive Director of the Regional Authority and the General Manager(s) of Member contract operators shall all be provided advance notice of, and an Agenda for, meetings of the Executive Committee.

Long Range Planning and Capital Improvements Committee. A Long Range Planning and Capital Improvements Committee shall be chaired by a representative elected by the voting Members of the Committee. The Committee shall be comprised of one individual appointed by each Member (not necessarily the representative of the Regional Board) who shall be an individual familiar with the current and long-range drinking water requirements of the entity and with regional assets/infrastructure. Each Member may also appoint an alternate to its representative. The Committee shall include the Executive Director or his/her designee who shall not be a voting Member of the Committee. The Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair or at

the direction of the Board, to provide technical advice or recommendation to the Board, including but not limited to: (i) planning for modifications, or additions to, source water and water treatment facilities and timeline(s) for potential construction, and (ii) such other duties requiring technical, or business expertise as may be assigned by Resolution of the Board.

Finance & Audit Committee. A Finance & Audit Committee is hereby established for the purposes, among other things, of reviewing issues/items referred to it by the Board and making recommendations to the Board on, but not limited to, the following: (i) finances, budgets, and budget amendments of the Regional Authority, (ii) audits of Authority finances and Authority records, (iii) rates for sale of potable water, and (iv) such other duties as may be assigned by Resolution of the Board.

Members of the Finance & Audit Committee shall be appointed annually by the Board Chair after the Annual meeting of the Board in January. The Membership of the Committee shall not equal or exceed the number constituting a quorum for the full Board.

The Finance & Audit Committee shall include the Executive Director of the Authority or his/her designee and the contracted third-party financial advisor of the Authority, neither of which will be a voting Member of the Committee.

The Finance & Audit Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair or at the direction of the Board.

Nominating Committee. A Nominating Committee, consisting of at least three CIWW Board Members, shall be established for the purpose of selecting and offering nominations for election to each office of the Board at the annual meeting. Members of the Nominating Committee shall be appointed by the Chair at a regular Board meeting held at least three (3) months prior to the annual meeting. The Nominating Committee shall be chaired by a committee Member selected by the other Members of the Nominating Committee.

Operating/Technical Committee. A Technical Committee shall be chaired by a representative elected by the voting Members of the Technical Committee. The Technical Committee shall be comprised of one individual (not necessarily a representative of the Board) appointed by each Member who shall be an individual who is familiar with the Member's local distribution or business operations. Each Member may also appoint an alternate to its representative. The Technical Committee shall include the Executive Director of CIWW or his/her designee who shall not be a voting Member of the Committee. The Technical Committee shall meet in accordance with a meeting schedule approved by the Technical Committee, at the call of its chair or at the direction of the Board, to provide technical advice or recommendations to the Board, including but not limited to:

1. Determination of each Member's water consumption, including annual total consumption, maximum day demand, average day demand, average consumption over a specified number of years (e.g., 3 or 5 years), and weighted-average consumption over a specified number of years
2. Design flows for all capacity enhancements to be constructed by, or at the request and cost of, CIWW
3. Recommendations regarding capacity enhancements or other improvements proposed by one or more Members or proposed Members
4. The population served by each Member

5. Such other duties requiring technical, or business expertise as may be assigned by Resolution of the Board

Other Committees. The Board may, by resolution, designate two or more of its representatives to constitute a committee. Such committee shall, if authorized by resolution of the Board, provide advice and recommendations to the Board and/or act pursuant to the authority delegated by the Board resolution. The designation of such committee shall not operate to relieve the Board of any responsibility unless such responsibility is specifically delegated to the committee by Board resolution.

INITIAL CAPITAL CONTRIBUTIONS

Upon entering into CIWW, each Member will contribute towards the entity's start-up fund. Each Member will be asked to contribute a proportionate share of the start-up fund based on their population or demand. A total start-up requirement is yet to be finalized, but based on previous studies, is projected to be approximately $2,000,000 in total, with contributions allocated among the Members. Assuming allocations are based on annual demand for illustration purposes, estimated contributions by Member are as follows:

Initial Start Up Contributions $ 2,000,000 (tentative)

	% Allocation*	$ Allocation
Altoona	4%	$ 79,339
Ankeny	11%	224,721
Bondurant	1%	18,445
Clive	3%	64,204
DMWW	42%	841,422
Grimes	2%	49,870
Johnston	4%	75,334
Norwalk	2%	38,457
Polk City	1%	21,141
Urbandale	8%	155,383
Warren Water District	3%	57,731
Waukee	3%	66,933
WDMWW	12%	233,649
Xenia	4%	73,371
	100%	$ 2,000,000

* For illustration purposes, allocation based on 2020 average annual demand

STAFFING AND ADVISORY SERVICE PROVIDERS

The Micro Group discussed the need for CIWW to initially employ or engage an Executive Director who is independent of any of the entities that are Members of the new Regional Authority. The Executive Director could be an individual or a firm. The Executive Director would be selected after the CIWW Board has been seated, but prior to the Operational Commencement Date. Additionally, the Micro Group discussed the need for the Executive Director to facilitate input from a specific committee or ad hoc committee on the recommendation for external financial, legal, and engineering services via a Request for Qualifications (RFQ) or Request for Proposal process (RFP). The financial, legal, and engineering consultants will assist with tasks including accounting, budgeting, rate-setting, planning, and project management and will ensure transparency and objectivity in reviewing allocation of costs, confirming operating agreement stipulations are met, implementing long range planning, etc.

The Board may employ other staff and/or engage other consultants and advisors as it determines to be appropriate and may contract with third parties for all necessary or desirable services such as billing, payroll, board administrative support, etc.

OPERATING CONTRACTS FOR PRODUCERS

The Micro Group discussed the need for CIWW and each Water Producing Member to enter into an operating contract for operation of its respective Water Production and Supply Facility. The Micro Group reached a consensus that the preferred length of the initial Operating Contract is twenty (20) years. This length of contract provides stability and certainty for the employees of the Water Producing Members and allows time for the CIWW agreement to mature before changes are made.

For newly constructed water facilities (not including expansions of currently existing facilities), CIWW may or may not contract with a Water Producing Member and could consider having employees that are directed by the Regional Authority.

ASSET TRANSFER CONSIDERATIONS

The Micro Group discussed the need for each Water Producing Member to grant to CIWW the right to acquire full ownership of their respective Water Production and Supply Facilities within five years after the Operational Commencement Date.

Rather than compensate asset and purchased capacity owners through rate credits over time, an approach contemplated in prior discussions, the Micro Group supports an up-front asset transfer calculation that credits each Water Producing Member with its net book value of assets and each Member Agency for its unamortized book value in DMWW's Core Network. The true-up then determines unused or "reserve" capacity for each Member and assigns a dollar value to each Member Agency's reserve capacity. This calculation also provides for each Member's initial assigned capacity (in MGD) in CIWW. See **Appendix D** for a DRAFT upfront asset transfer calculation. Note this calculation will need to be updated for production-related asset additions or construction-in-progress, and maximum day demands up to the time of transfer; therefore, amounts shown are not final.

Each Water Producing Member shall continue to own, maintain, and operate its respective Water Production and Supply Facilities, until the asset transfer option is exercised by CIWW, and shall have the right and obligation to invest in maintaining such facilities to maintain their current operational capacity. The Regional Authority shall be responsible for planning, decision making, and funding relating to the expansion of, or significant investment to, existing treatment facilities even if prior to the Asset Transfer Date. Such expansion of, or significant investment to, existing facilities prior to the Asset Transfer Date may cause the limited transfer of the affected asset(s) to the Regional Authority.

The Micro Group reviewed general principles that will be used to determine which Water Production and Supply Facilities will be transferred via asset transfer and which will not be included in asset transfer. In general, source water and water treatment facilities necessary to produce drinking water will be included in asset transfer. Regional drinking water transmission, storage and pumping facilities, including aquifer storage and recovery (ASR) facilities, which deliver drinking water to more than one Member will also be included. Storage and pumping facilities that primarily serve Des Moines retail or Total Service customers but will also continue to serve CIWW on a limited basis, will remain DMWW assets; however, a percentage of the O&M costs for these storage facilities equal to an agreed upon percentage of use by CIWW will be billed by DMWW to CIWW on an annual basis. ASR facilities, elevated storage, and booster stations located within a Member's own local water distribution system will not be included in asset transfer (e.g., Ankeny ASRs). Further discussion is needed to understand how the O&M costs of some regional transmission, storage and pumping facilities will be covered.

In instances where real estate is shared use between Water Production and Supply Facilities and non-water supply purposes (e.g., parks, other city functions) or is owned by a separate party altogether, designated source, treatment, transmission, storage and pumping facilities will be transferred and dedicated for the use and benefit of CIWW, but the underlying real estate will remain with the original owner. The owner will grant CIWW an easement. A long-term lease agreement or 28E agreement may need to be executed to satisfy bonding requirements.

See **Appendix A** for a listing of Water Production and Supply Facilities and whether, or to what extent, they are considered for asset transfer.

DEPRECIATION

The Micro Group discussed and affirmed that a standard useful lives and depreciation schedule should be adopted for assets of Water Producing Members of the Regional Authority.

Net book value (that is, original cost minus accumulated depreciation) has been used in the regional financial model to determine joint capital cost components of the rates and is also used in the upfront asset transfer calculation to determine the cash settlement by Member for asset transfer. See **Appendix D, Exhibit 2** for a draft upfront asset transfer calculation.

The Micro Group is supportive of adopting DMWW's useful lives schedule used for financial reporting for existing assets of each Water Producing Member. For assets subsequently constructed or acquired by the region, the regional board/staff would assign the appropriate useful life.

INITIAL CAPACITY AND GROWTH-RELATED COSTS

Initial Capacity

The September 2019 Term Sheet issued by DMWW contemplated that each Member that purchased capacity in the DMWW system would receive consideration for its Purchased Capacity in the DMWW system. This consideration is reflected in the upfront asset transfer calculation in **Appendix D**. Because Purchased Capacity owners will be compensated for their capacity in the DMWW system and capacity is effectively "reset," each Member will be assigned an initial capacity based on historic use which would serve as the Agency's baseline demand for future planning purposes.

Growth Related Costs

DMWW's Phase 3 Regional Financial Model allocates growth capital based on the projected increase in Maximum Daily Demand over the next 5-year period. DMWW's September 2019 Term Sheet outlined that funding for regional growth-related improvements would be the responsibility of the communities requiring the growth based on each community's pro rata share of maximum day growth. A counter argument has been made that expansion projects benefit all Members, even those not growing. Examples of benefits to all may include redundancy in facilities and technological advances resulting in operational efficiencies. Under this premise that growth benefits all communities, it has been argued that all Members should share in a portion of expansion projects (commonly referred to as "benefit-pays-for-benefit"). The Micro Group agrees that all Members benefit, to some extent, from growth.

PFM Financial Advisors LLC prepared an analysis that quantifies the financial impact of adjusting the allocation of expansion costs under a regional model. PFM's analysis considered 5 independent cost allocation scenarios representing a "benefit percentage" (i.e., 0%, 5%, 10%, 15% and 20%) and blended these independent benefit scenarios with each community's prorated share of demand (using average day or maximum day). Under the 0% benefit scenario, the analysis assumes that all expansion costs are allocated based only on each community's pro rata share of growth over the next five years. For the 5% scenario, the analysis assumes 5% of expansion project costs are assigned to all Members based on their prorated share of average or maximum day demand, and the remaining 95% of expansion costs are assigned to Members based on their prorated share of growth, and so on for the remaining scenarios.

In comparing the approaches, the relative impact to any Member is approximately one percent (1%) or less for each 5% "benefit" increment. **Appendix C** illustrates the analysis and the incremental changes based on these independent scenarios.

The Micro Group came to a consensus that 9% of expansion costs should be shared by all Member Agencies proportioned based on maximum day demand in recognition of the fact that all Members benefit from source, treatment, and transmission expansion projects through efficiency gains, new technology implementation, and redundancy/resiliency created. The remaining 91% of the cost of expanding water production assets in the region would be shared among the Members of the CIWW proportionally based on each Member's forecasted incremental maximum day demand (i.e., projected future growth).

MAXIMUM DAY/PEAK DEMAND CONSIDERATIONS

Four key elements of maximum day demand and peaking were discussed by the Micro Group:

1) **Growth Capital** – The capital costs each Member would be responsible for to meet their projected growth in terms of Maximum day (discussed in the previous section "Initial Member Capacity and Growth-Related Costs"), and any reconciliation that would occur if communities exceed their allotted capacity.

   The Micro Group came to a consensus that 9% of expansion costs should be shared by all Member Agencies proportioned based on maximum day demand in recognition of the fact that all Members benefit from source, treatment, and transmission expansion projects through efficiency gains, new technology implementation, and redundancy/resiliency created. The remaining 91% of the cost of expanding water production assets in the region would be shared among the Members of the CIWW proportionally based on each Member's forecasted incremental maximum day demand (i.e., projected future growth).

2) **Peaking Surcharge** - Whether a surcharge or penalty should apply if communities exceed a set maximum peaking factor (e.g., 2.5). The September 2019 Term Sheet issued by DMWW proposed Members exceeding a peak ratio of 2.5 would be subject to a surcharge. In lieu of this approach, Urbandale Water Utility and WDMWW proposed setting a future goal for Members to reach a benchmark and allow the regional board to set an ultimate peaking factor and determine the appropriate penalty when Members exceed this peaking threshold set by the regional board. It was suggested that setting a future goal (as opposed to a surcharge or penalty) would allow higher-peaking communities more time to consider what their strategy will be to achieve the goal.

   The Micro Group came to a consensus that initially no surcharge or penalty would apply based on a maximum peaking factor such as 2.5 times average day. It was agreed that peaking is something that should be considered by the regional board going forward in an effort to cost effectively manage available water resources and optimize water infrastructure.

   It was noted and agreed upon that the surcharge for peaking should not be confused with any reconciliation payments from communities whose usage exceeds their projected growth.

3) **Allocation of Capital Costs**– Whether the Regional Authority should allocate capital costs using maximum day units or an allocation between average day and maximum day units. Allocation of costs to maximum day may be appropriate because water systems are designed to meet maximum day demand. On the other hand, an allocation between average day and maximum day units recognizes not all water system assets are sized for maximum day demand (i.e., buildings, vehicle fleet, water source, etc.). Also, source and treatment components are used on a regular basis, not just to meet maximum demand, which supports a more blended approach. It should be noted that DMWW has historically used a blended approach in their cost of service study for capital costs. Either approach is considered consistent with principles outlined in AWWA's M1 manual.

The Micro Group came to a consensus that capital costs should be allocated based on both average day and maximum day.

4) **Allocation of Fixed O&M Costs** - Whether the Regional Authority should allocate fixed O&M costs to average day units only or an allocation between average day and maximum day units. The Base Extra Capacity cost allocation methodology outlined in AWWA's M1 manual and used currently by DMWW and most other large wholesale water providers assigns O&M costs based on both average day and maximum day demand units. The Micro Group expressed support for following an industry-accepted methodology in assigning costs.

   The Micro Group came to a consensus that O&M costs should be allocated based on both average day and maximum day.

   Due to the financial implications to Member Agencies related to the elements of maximum day and peaking principles, the Micro Group agrees the framework above should not be subject to significant modification without a 90% vote of the CIWW Board for a period of 10 years subsequent to execution of the 28E/28F.

PRODUCTION COST ALLOCATION METHODOLOGY

The Micro Group reviewed a comparison of WDMWW and DMWW O&M fixed and variable production costs that would be proposed to be borne by the regional utility. Efforts were coordinated between DMWW and WDMWW to ensure the methodologies between the two producer utilities are consistent. The analysis shows that, using consistent methodologies for 2016 and 2020, O&M production costs stated as a cost per thousand gallons are closely aligned between those two utilities, with DMWW's allocated 2020 cost per thousand gallons of $1.72 being slightly lower than WDMWW's allocated cost of $1.83.

Final allocation of production costs may warrant further discussion, and allocation of costs for other Water Producing Members will be evaluated. See **Appendix B** for DMWW's Preliminary Breakdown of Cost by Type/Relationship to Regional Entity and WDMWW's Draft Allocation of Costs.

RATE OF RETURN

A rate of return is used generally in rate-making analyses under the utility-basis approach to identify capital costs for a utility.

The FCS Regional Financial model uses a rate of return assumption of 6%. FCS chose this rate of return for modeling because this is the rate of return DMWW has used in recent years for its annual cost of service study.

The Micro Group discussed that there should be a basis for the rate of return used, and studied several options common in the water industry:

1. **Benchmark Rate with Margin**
   One common and simple approach is to use an industry standard benchmark rate, like prime rate or Bond Buyer index, plus a margin. The margin could be a fixed percentage (e.g., prime rate plus 2%) or a multiplier (e.g., prime rate times 1.25).

   Definitions:
   Prime Rate - The federal funds overnight rate is the basis for the prime rate. The prime rate is the interest rate that commercial banks charge corporate customers with the lowest credit risk, and prime serves as the starting point for most other interest rates.

   As of 3/18/2021, the prime rate is 3.25%.

   Bond Buyer Index - Created by the Chicago Board of Trade and published by *The Bond Buyer*, the Bond Buyer Index is a daily index of municipal bond prices. There are several versions of this index, such as the prices of 20 or 40 recently issued general obligation and revenue municipal bonds, or recently issued revenue bonds only.

   As of 3/18/2021, the revenue bond buyer index was 2.76.

   Calculations:
   Calculated rate of returns using these benchmarks:

   Prime Rate + 2% = 5.25% rate of return
   Bond Buyer Index + 2% = 4.76% rate of return

It is recommended that if a benchmark is used, a "floor" or minimum rate of return be established, such as 5%.

2. **Weighted Average Cost of Capital**
   More complex in its approach, another commonly used approach is the Weighted Average Cost of Capital. The cost of capital is calculated as a weighted average cost of capital (WACC) that takes into consideration the cost of equity and debt used by the entity as investment capital to finance the water utility assets. The formula is a simple weighted average, stated as:

   $$WACC = K_e W_e + K_d W_d$$

WACC = weighted average cost of capital

Ke = cost of equity capital expressed as a percentage annual rate of return required

We = the relative amount of equity used in the overall capital structure

Kd = the cost of debt issued and outstanding expressed in an annual percentage rate

Wd = the relative amount of debt used in the overall capital structure

Therefore, to determine the WACC, the capital structure, interest cost on outstanding debts, and opportunity cost of the equity capital must be determined. Calculating the cost of equity is challenging due to the fact that local governments do not serve the investment community and do not provide returns to equity investors the same way that private enterprises would. Where costs of equity are easily determined for private enterprise by studying readily available market data, the equity costs of public utilities must be estimated by proxy. This means cost of equity is derived by comparing it to private utilities that are publicly traded in the markets and making a number of measured adjustments resulting in a reasonable estimate specific to the entity.

It was noted that DMWW's weighted average cost of capital is approximately 8% as shown below:

Component	Raw Cost	% of Capital Structure	Weighted Cost
Cost of Equity	8.4%	93%	7.8%
Cost of Debt	3.2%	7%	0.2%
		Weighted Avg. Cost	8.0%

It should be noted that the calculation above is for DMWW and offered here for illustrative purposes only. While debt is a relatively small percentage of capital structure for DMWW, a regional utility would likely leverage debt to a greater extent. This would increase the weighting of the debt cost in the calculation, and at current market conditions, this would decrease the weighted average cost of capital compared to the 8% shown.

Regardless of the basis chosen, rate of return should be calculated periodically to account for changes in inputs. It should be noted that changing the rate too frequently, however, could result in rate volatility. A balance should be achieved, such as evaluating rate of return every five years with capital needs.

The Micro Group also discussed that it would be appropriate to agree on a fixed rate of return for existing assets since those costs have already been incurred and allow the Regional Authority to determine an appropriate approach and basis for rate of return on newly acquired assets.

LONG RANGE PLANNING

The Micro Group agrees it is important that all Member Agencies commit to revisiting the needs and timing for additional treated water for each Member Agency through a new comprehensive long-range plan where all Member Agencies participate in such planning and decision making of infrastructure needed to adequately serve customers of all Member Agencies within one year of the execution of the 28E/28F. CIWW will contract for, and adopt, a comprehensive, regional Long Range Plan which will guide regional investment in source, treatment, transmission, storage, and pumping facilities to meet drinking water needs of the Members over a planning horizon of not less than ten (10) years.

The Long Range Plan shall consider all factors relevant to the mission of CIWW, including: expected growth in water requirements of the Members; source water availability and quality; long range trends affecting source water supplies and allocations, including impacts of climate change, water treatment capacities and requirements, and the sufficiency of quantity to meet demands at reasonable cost; and all other matters as needed to assure the safety of drinking water supplies.

The Long Range Plan shall be updated on a regular basis as determined by the CIWW Board.

Each Member shall participate in, and support, the process of preparing and updating the Long Range Plan by making its data and information available to CIWW and to its consultants and contractors. Each Member shall supply its best estimates of its future water requirements and demand in support of CIWW's planning efforts within a reasonable time after requests.

In 2017, DMWW contracted for completion of the DMWW Long Range Plan (2017 LRP). The 2017 LRP used population, water use, and production statistics from all regional entities to project the necessary source, treatment, transmission, storage, and pumping needs for the Des Moines metropolitan region through the year 2040. In 2021, DMWW contracted for an update to the 2017 LRP considering five additional years of project and demand data. Other Water Producing Members have completed similar Long Range Plans and Needs Assessments. Initially, these Long Range Plans and Needs Assessments will guide capital investment by the Water Producing Members.

The Regional Authority will maintain a sufficient reserve capacity (e.g., 10% of total capacity).

WATER SHORTAGE PLANNING

The group discussed the need for CIWW to adopt a universal water shortage plan in the case of drought, mechanical failure, or other adversity that would jeopardize water production in the region. In 2013, DMWW developed and approved a water shortage plan, which was presented and supported by Central Iowa Regional Drinking Water Commission (CIRDWC). Since 2013, with little variance, wholesale customers have adopted and implemented the plan.

STANDARD OF CARE

The group discussed that CIWW should establish standards of care provisions, which should be part of the 28E forming CIWW. Standards of care related to adequate planning, meeting drinking water standards, complying with water supply operations obligations, and other factors will be considered. The Micro Group agrees Member Agencies must commit to supporting and adequately and timely funding recommendations identified in a needs assessment or facility plan conducted by a qualified licensed professional engineer. Such needs assessment shall identify and address infrastructure improvements necessary to maintain the reliability of shared water production to meet all federal and state drinking water requirements and standards.

Members will be expected to make their best efforts to meet these standards of care laid out in the 28E agreement.

CIWW 28E AGREEMENT

The outcomes described in this Micro Group Report will be used to inform the development of the CENTRAL IOWA WATER WORKS 28E/28F AGREEMENT. The 28E/28F agreement will serve as the offer for participation in Regional Governance of water production in the Des Moines metro area and will further detail the structure and operation of the proposed regional entity.

Subsequent amendments to the 28E/28F will be subject to a significantly higher weighted vote (e.g., 75% or higher) of the CIWW Board.

SUMMARY OF OPEN ISSUES AS OF ORIGINAL PUBLICATION IN APRIL 2021

The following is a summary of issues for which the Micro Group had not reached consensus when the Outcomes Report was originally published in April of 2021. Consensus was reached among the Micro Group members on each of these issues in November of 2021 as outlined below and as noted throughout this revised document. This page is intended only to provide historical context.

Summary of Open Issues as of April 2021, with subsequent November revisions noted:

1. How weighted voting will be determined (for example, based on population or a consumption-based measurement such as total annual consumption or maximum day demand).

   The Micro Group came to a consensus that weighted votes would be weighted based on each Member Agency's annual consumption over the preceding 5-year period as a pro-rata share of total consumption and shall be calculated and adjusted annually. See a draft presentation of weighted voting percentages in **Appendix E**. (November 2021)

2. What percentage of expansion costs, if any, are considered to benefit all Members and should therefore be based on average or maximum day demand, rather than growth projections.

   The Micro Group came to a consensus that 9% of expansion costs should be shared by all Member Agencies proportioned based on maximum day demand in recognition of the fact that all Members benefit from source, treatment, and transmission projects through efficiency gains, new technology implementation, and redundancy/resiliency created. The remaining 91% of the cost of expanding water production assets in the region would be shared among the Members of the CIWW proportionally based on each Member's forecasted incremental maximum day demand (i.e., projected future growth). (November 2021)

3. Whether or when a surcharge or penalty should apply if communities exceed a set maximum peaking factor (e.g., 2.5).

   The Micro Group came to a consensus that initially no surcharge or penalty would apply based on a maximum peaking factor such as 2.5 times average day. It was agreed that peaking is something that should be considered by the regional board in an effort to cost effectively manage available water resources and optimize infrastructure. (November 2021)

4. Whether the Regional Authority should allocate capital costs to maximum day units only or an allocation between average day and maximum day units.

   The Micro Group came to a consensus that capital costs should be allocated based on both average day and maximum day. (November 2021)

5. How assets will be valued for transfer and how Member Agencies and purchased capacity owners in DMWW's Core Network will be compensated for their assets transferred to CIWW.

Rather than compensate asset and purchased capacity owners through rate credits over time, an approach contemplated in prior discussions, the Micro Group supports an up-front asset transfer calculation that credits each Water Producing Member with its net book value of assets and credits each Member Agency for its unamortized book value in DMWW's Core Network. The true-up then determines unused or "reserve" capacity for each Member and assigns a dollar value to each Member Agency's reserve capacity. This calculation also provides for each Member's initial assigned capacity (in MGD) in CIWW. See **Appendix D** for a DRAFT upfront asset transfer calculation. Note this calculation will need to be updated for production-related asset additions or construction-in-progress, and maximum day demands up to the time of transfer; therefore, amounts shown are not final.

APPENDIX A

LISTING OF WATER PRODUCTION AND SUPPLY FACILITIES

Function*	Facility Name / Asset Description	Owner	Comments
MTR	Wholesale Meters	DMWW	
SOS	Fleur Infiltration Gallery	DMWW	Easement***
SOS	Raccoon River Intake	DMWW	Easement***
SOS	Des Moines River Intake	DMWW	Easement***
SOS	Saylorville Lake Storage Contract	DMWW	Assignment**
SOS	Maffitt Raw Water - Collector Wells	DMWW	Easement***
SOS	Maffitt Reservoir	DMWW	Easement***
SOS	Chain of Lakes	DMWW	Easement***
OS	Saylorville Raw Water - Collector Wells	DMWW	Easement***
SOS	AC Ward Jordan Aquifer Wells	WDMWW	Easement***
SOS	AC Ward Alluvial Aquifer Wells	WDMWW	Easement***
SOS	Altoona Jordan Aquifer Wells	Altoona	
OS	Polk City Alluvial Aquifer Wells	Polk City	
SOS	Urbandale Raw Water Quarries	Urbandale	Easement***
SOS	AC Ward Wells and Equipment	WDMWW	Easement***
STO	Army Post Road ASR Well	DMWW	Existing agreement
STO	LP Moon ASR Well	DMWW	
STO	McMullen ASR Well	DMWW	
STO	Ankeny ASR Wells	Ankeny	Excluded
STO	Waukee ASR Well	Waukee	Excluded
STO	98th Street Tower	WDMWW	Existing agreement
STO	Joint East Side Tower	DMWW	Existing agreement
STO	Tenny Standpipe	DMWW	
STO	Wilchinski Standpipes	DMWW	Exclude****
BPS	LP Moon Booster & Storage	DMWW	
BPS	Polk Co. Booster & Storage	DMWW	
BPS	Nollen Booster & Standpipe	DMWW	Excluded****
BPS	Hazen Booster & Storage	DMWW	Excluded****
BPS	Joint SW Booster Station	DMWW	
BPS	Polk City Booster Station	DMWW	
BPS	Urbandale Booster Station	Urbandale	Excluded
BPS	Waukee Booster Station	Waukee	Excluded
BPS	Norwalk Booster Station	Norwalk	Excluded
BPS	Airport Booster Station	DMWW	Excluded
TMT	Fleur WTP	DMWW	Easement***
TMT	Fleur Laboratory	DMWW	Process Analysis Only
TMT	McMullen WTP	DMWW	Easement***

TMT	Saylorville WTP	DMWW	
TMT	AC Ward WTP	WDMWW	Easement***
TMT	Altoona WTP	Altoona	Easement***
TMT	Polk City WTP	Polk City	Easement***
TRN	Core Network Transmission Mains (706,450 LF)*****	DMWW	

**MTR = Meters; BPS = Booster/Pumping Station; SOS = Sources of Supply; STO = Storage; TMT = Treatment Facilities; TRN= Transmission Lines*

**It is not clear that DMWWs rights to water storage in Saylorville Reservoir are transferable.

***Facilities transferred for the use and benefit of the Regional Authority but Real Estate to remain with the original owner in cases where facilities are on land that is either owned by a separate party altogether or dedicated to a non-utility purpose (e.g., parks, other city functions).

**** Storage and pumping facilities that primarily serve Des Moines retail or DMWW total service customers would remain DMWW assets but a percentage of the O&M costs for these storage facilities equal to an agreed upon percentage of use by the Regional Authority, would be billed by DMWW to the Regional Authority on an annual basis.

APPENDIX B

BREAKDOWN OF PRELIMINARY DMWW COST BY COST TYPE/RELATIONSHIP TO REGIONAL ENTITY

Related to Region	Cost Breakdown	Breakdown Type	% related to Region
Yes	ASR Maintenance	100% Region	100.00%
	DMWW Park (excluding venues)	100% Region	100.00%
	Engineering - WP	100% Region	100.00%
	Storage/Booster Maintenance	100% Region	100.00%
	WP - Administration	100% Region	100.00%
	WP - Chemicals	100% Region	100.00%
	WP - Energy	100% Region	100.00%
	WP - Laboratory & Research	100% Region	100.00%
	WP - Lime Residuals	100% Region	100.00%
	WP - Source of Supply	100% Region	100.00%
	WP - Treatment Maintenance	100% Region	100.00%
Allocated	Corporate Insurance - Property	Assets	93.10%
	Corporate Insurance - Work Comp	Employees	48.57%
	Customer Service-Related Expenses	Accounts	0.06%
	Engineering Related Expenses	Capital Exposure	52.02%
	Facility Maintenance	Buildings	83.33%
	Finance Related Expenses	Consumption	51.36%
	Fleet Maintenance	Vehicle	31.00%
	HR Related Expenses	Employees	48.57%
	Information Technology Related Exp	Consumption	51.36%
	OCEO Related Expenses	Consumption	51.36%
	Security/EOC Related Expenses	Consumption	51.36%
	WD - Operations	Water Mains	30.18%
No	Botanical Center	No Allocation	0.00%
	Corporate Insurance - General Liability	No Allocation	0.00%
	Direct Customer Service	No Allocation	0.00%
	Engineering - Direct	No Allocation	0.00%
	WD - Direct Maintenance	No Allocation	0.00%
	WD - Hydrant Operations	No Allocation	0.00%

DRAFT Allocation of Costs – West Des Moines Water Works

Using FY 2019 as model

10-30-20

Labor

Administration
- General Manager – 50%

Customer Service and Finance
- Finance Manager – 25%
- Accountant -30%
- Secretary - 25%
- Business Relations Manager – 5% (remaining is included in costs for basic service charge)
- IT Director – 25%

Engineering
- Engineering Manager – Project dependent (~10-15%)
- Engineer – Project dependent (~10-15%)

Water Production
- Water Production Manager – 70%
- Water Production Supervisor – 90%
- Plant Operator -80%
- Maintenance Technician –80%
- Plant Utility Worker -80%
- Press Operator - 90%
- Plant Secretary – 40%

Customer Service Representatives, Meter Technician, Distribution Specialists, Distribution Supervisor, Distribution Manager – 0%

Other Costs

Water Treatment Plant Operation and Maintenance

Payroll and Employee Benefits

Salaries and Wages - *Proportioned using numbers above*
Overtime – *proportioned using numbers above*
Water Works' Share - FICA– *proportioned using numbers above*
Water Works' Share - IPERS moved to Pension Expense in 2015– *proportioned using numbers above*
Accrued Sick Leave Expense – *proportioned using numbers above*
"Water Works' Share Deferred Compensation"– *proportioned using numbers above*
Group Health and Life Insurance– *proportioned using numbers above*
Allowances– *proportioned using numbers above*
Mileage – *100% regional (very minor here)*

Commodities and Services

Consulting Fees – IDNR/Water quality testing – *100% regional cost*
IDNR and Water Quality Testing"
Consulting Fees – Safety - – *100% regional cost (these costs are divided among our divisions)*
Data Processing - Maintenance and Consulting Fees – *proportioned using numbers above*
IDNR Operation Permit – *100% regional cost*
Property and Other Insurance – *Treatment Plant and Source Water Portions Only (confirming this is currently split out)*
Maintenance -Buildings and Structures - – *100% regional cost (pump stations and towers maintenance are billed in distribution)*
Maintenance -Equipment– *100% regional cost*
Maintenance-Generators– *100% regional cost*
Maintenance-Vehicles - *Proportioned using numbers above*
Communication - Proportioned *using numbers above*
Continuing Education and Travel -- *Proportioned using numbers above*
Electricity – *Not currently split, could sub meter or subtract out percentage for distribution, engineering, and admin (needs more evaluation)*
Natural Gas - *Not currently split, could sub meter or subtract out percentage for distribution, engineering, and admin (needs more evaluation)*
Stormwater Fees-City of WDM – *Now $0 unless they won't honor the agreement with regionalization*
Depreciation – *100% regional cost*
Maintenance – Grounds – *current all ground maintenance goes here but serves same complex as distribution and administration, could calculate percentage on square feet.*
Purchased Water - (Elm Street, 88th & University, Westside O&M, 92 & University, 88th Street, Maffitt Lake Dr., Alluvion, Osmium) - *100% WDMWW cost*
Purchased Water -Westside O & M - - *100% WDMWW cost*
Purchased Water -Grand & Glen Oaks -- *100% WDMWW cost*
Minor Equipment - *Proportioned using numbers above*
Miscellaneous Commodities - *Proportioned using numbers above*
Vehicles and Equipment - Fuel - *Proportioned using numbers above*

Water Treatment Chemicals and Laboratory Supplies

Lime Residuals Removal (Lagoons) – *100% regional cost*
Lime Residuals Hauling (Press) – *100% regional cost*
Lime– *100% regional cost*
Soda Ash– *100% regional cost*
Coagulant– *100% regional cost*
Carbon Dioxide– *100% regional cost*
Salt– *100% regional cost*
Hypo-Chlorite– *100% regional cost*
Other Chemicals– *100% regional cost*
Laboratory Supplies– *100% regional cost*

Engineering

%time on projects for region

I.e. 10% of Engineering Project Manager

10% of Salary and benefits + some fixed overhead cost per employee?

Finance

50% Salary and benefits Finance Manager + some fixed overhead cost per employee

50% Salary and benefits Accountant + Some fixed overhead cost per employee

5% Salary and benefits Business Relations Manager + some fixed overhead cost per employee

25% Salary and benefits Secretary + Some fixed overhead cost per employee

25% Salary and benefits IT Director + Some fixed overhead cost per employee

Administration

Salaries and Trustees - *Remove trustees' stipend and use percentage above for GM comp*

Employee Fitness Incentive Program – *proportioned using numbers above*

Water Works' Share - FICA– *proportioned using numbers above*

Accrued Sick Leave Expense– *proportioned using numbers above*

Other Post-Employment Benefits Expense– *proportioned using numbers above*

GASB 68 Pension Expense- excess over IPERS employer contributions– *proportioned using numbers above*

Water Works' Share -Deferred Compensation– *proportioned using numbers above*

Group Health and Life Insurance– *proportioned using numbers above*

Allowances– *proportioned using numbers above*

Mileage– *proportioned using numbers above*

Employee Recognition Program – *proportioned using numbers above*

<u>Commodities and Services</u>

Economic Development Contribution

Advertising and Legal Publications – mostly related to board actions. Some proportion

Consulting Fees – *project specific, could be 100%, could be 0%, could be proportional to the numbers above*

<u>Engineering, Accounting and Legal</u>

Consulting Fees -Data Processing – *proportioned using numbers above*

Dues and Memberships – *proportioned using numbers above*

Postage and Shipping – *proportioned using numbers above*

Maintenance – Building – *proportioned using numbers above*

Communication -- *proportioned using numbers above*

Continuing Education and Travel – *proportioned using numbers above*

Electricity – *proportioned using numbers above*

Natural Gas – *proportioned using numbers above*

Maintenance – Grounds – *proportioned using numbers above*

Miscellaneous Commodities – *proportioned using numbers above*

Vehicles and Equipment - Fuel -$0

Office Supplies – *proportioned using numbers above*

Raccoon River Reimbursement to City of WDM – *100% WDMWW*

APPENDIX C

Growth Pays for Growth vs. Benefit Pays for Benefit

Exhibit 1: Allocation Assumptions

Consistent with Phase 3 Regional Projection Model Prepared by FCS Group updated in Fall 2019

2020 Growth Needs (5 years)	2020	% Allocation
Des Moines	0.821	7.114%
Berwick	0.013	0.116%
Bondurant	0.580	5.027%
Clive	0.250	2.167%
Cumming	0.040	0.346%
Johnston	0.690	5.981%
Norwalk	0.400	3.467%
Pleasant Hill	0.110	0.954%
Polk County	0.178	1.546%
Runnells	0.012	0.102%
Warren County	-	0.000%
Warren Rural	0.188	1.628%
Windsor Heights	0.004	0.035%
Xenia	0.786	6.814%
Altoona	0.840	7.279%
Ankeny	2.100	18.204%
Grimes	0.870	7.541%
Polk City	0.147	1.274%
Urbandale	1.167	10.118%
Waukee	0.680	5.891%
WDMWW	1.661	14.397%
Total	11.537	100.000%
Total Service	0.357	3.098%
Des Moines (with)	1.178	10.212%

Average Daily Demand (ADD)	2020	% Allocation
Des Moines	21.60	34.729%
Berwick	0.07	0.119%
Bondurant	0.72	1.158%
Clive	1.80	2.894%
Cumming	0.07	0.115%
Johnston	2.84	4.560%
Norwalk	1.00	1.608%
Pleasant Hill	1.47	2.369%
Polk County	1.46	2.344%
Runnells	0.07	0.105%
Warren County	0.02	0.039%
Warren Rural	1.75	2.814%
Windsor Heights	0.45	0.716%
Xenia	1.59	2.564%
Altoona	2.30	3.701%
Ankeny	7.02	11.288%
Grimes	1.85	2.975%
Polk City	0.60	0.965%
Urbandale	4.63	7.452%
Waukee	2.25	3.621%
WDMWW	8.62	13.865%
Total	62.19	100.000%
Total Service	3.61	5.807%
Des Moines (with)	25.21	40.536%

Max Day Demand (MDD)	2020	% Allocation
Des Moines	43.20	33.439%
Berwick	0.13	0.103%
Bondurant	1.44	1.115%
Clive	4.50	3.484%
Cumming	0.13	0.099%
Johnston	7.09	5.489%
Norwalk	1.90	1.471%
Pleasant Hill	2.45	1.893%
Polk County	2.62	2.032%
Runnells	0.12	0.091%
Warren County	0.04	0.033%
Warren Rural	3.52	2.726%
Windsor Heights	0.89	0.689%
Xenia	2.87	2.222%
Altoona	4.20	3.250%
Ankeny	13.93	10.786%
Grimes	3.14	2.431%
Polk City	1.26	0.975%
Urbandale	11.22	8.682%
Waukee	5.63	4.359%
WDMWW	18.90	14.631%
Total	129.18	100.000%
Total Service	6.38	4.940%
Des Moines (with)	49.58	38.379%

Exhibit 2: Allocations % Considered for Discussion

	Expansion Allocation (% of Average Day Demand Included)				
	0%	5%	10%	15%	20%
Des Moines	7.114%	8.495%	9.876%	11.256%	12.637%
Berwick	0.116%	0.116%	0.116%	0.116%	0.117%
Bondurant	5.027%	4.834%	4.640%	4.447%	4.253%
Clive	2.167%	2.203%	2.240%	2.276%	2.312%
Cumming	0.346%	0.334%	0.323%	0.311%	0.300%
Johnston	5.981%	5.910%	5.839%	5.768%	5.697%
Norwalk	3.467%	3.374%	3.281%	3.188%	3.095%
Pleasant Hill	0.954%	1.025%	1.096%	1.166%	1.237%
Polk County	1.546%	1.586%	1.626%	1.666%	1.706%
Runnells	0.102%	0.102%	0.102%	0.102%	0.103%
Warren County	0.000%	0.002%	0.004%	0.006%	0.008%
Warren Rural	1.628%	1.687%	1.747%	1.806%	1.865%
Windsor Heights	0.035%	0.069%	0.103%	0.137%	0.171%
Xenia	6.814%	6.602%	6.389%	6.177%	5.964%
Altoona	7.279%	7.100%	6.921%	6.742%	6.563%
Ankeny	18.203%	17.856%	17.511%	17.166%	16.819%
Grimes	7.541%	7.313%	7.084%	6.856%	6.628%
Polk City	1.274%	1.259%	1.243%	1.228%	1.212%
Urbandale	10.118%	9.985%	9.851%	9.718%	9.585%
Waukee	5.891%	5.778%	5.664%	5.551%	5.437%
WDMWW	14.397%	14.370%	14.344%	14.317%	14.291%
Total	100.000%	100.000%	100.000%	100.000%	100.000%
Total Service	3.099%	3.234%	3.370%	3.504%	3.642%
Des Moines (with)	10.213%	11.729%	13.246%	14.760%	16.279%

	Change to Allocation vs 100% Growth			
	5%	10%	15%	20%
Des Moines	1.381%	2.762%	4.142%	5.523%
Berwick	0.000%	0.000%	0.000%	0.001%
Bondurant	-0.193%	-0.387%	-0.580%	-0.774%
Clive	0.036%	0.073%	0.109%	0.145%
Cumming	-0.012%	-0.023%	-0.035%	-0.046%
Johnston	-0.071%	-0.142%	-0.213%	-0.284%
Norwalk	-0.093%	-0.186%	-0.279%	-0.372%
Pleasant Hill	0.071%	0.142%	0.212%	0.283%
Polk County	0.040%	0.080%	0.120%	0.160%
Runnells	0.000%	0.000%	0.000%	0.001%
Warren County	0.002%	0.004%	0.006%	0.008%
Warren Rural	0.059%	0.119%	0.178%	0.237%
Windsor Heights	0.034%	0.068%	0.102%	0.136%
Xenia	-0.212%	-0.425%	-0.637%	-0.850%
Altoona	-0.179%	-0.358%	-0.537%	-0.716%
Ankeny	-0.347%	-0.692%	-1.037%	-1.384%
Grimes	-0.228%	-0.457%	-0.685%	-0.913%
Polk City	-0.015%	-0.031%	-0.046%	-0.062%
Urbandale	-0.133%	-0.267%	-0.400%	-0.533%
Waukee	-0.113%	-0.227%	-0.340%	-0.454%
WDMWW	-0.027%	-0.053%	-0.080%	-0.106%
Total	0.000%	0.000%	0.000%	0.000%
Total Service	0.135%	0.271%	0.405%	0.543%
Des Moines (with)	1.516%	3.033%	4.547%	6.066%

Exhibit 3: Financing Assumptions for $191 Million of Project Costs

Example Water Revenue Bonds, Series 2021

SOURCES & USES

SOURCES	
Par Amount of Bonds	208,885,000.00
Accrued Interest	0.00
Other Monies	0.00
Total Sources	208,885,000.00
USES	
Deposit to Construction Account	191,000,000.00
Deposit to Reserve Account	15,372,200.00
Capitalized Interest Account	0.00
Municipal Bond Insurance	0.00
Underwriters' Discount ($10.00 per bond)	2,088,850.00
Costs of Issuance	420,000.00
Accrued Interest	0.00
Rounding Amount	3,950.00
Total Uses	208,885,000.00
ASSUMPTIONS	
Dated Date	6/1/2021
Delivery Date	6/1/2021
First Interest Date	12/1/2021
First Principal Date	6/1/2022
Last Principal Date	6/1/2041

Arbitrage Yield	4.00000%
TIC	4.11293%
AIC	4.13583%
Average Life	11.79 Years

Average Debt Service	Project Proceeds		Allocation
$6,609,199	$108,870,000	43%	Core
$8,761,031	$82,130,000	57%	Expansion
$15,370,230	$191,000,000	100%	Total

DEBT SERVICE SCHEDULE

	Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
	12/1/2021			4,177,700	4,177,700	
1	6/1/2022	7,015,000	4.000%	4,177,700	11,192,700	15,370,400
	12/1/2022			4,037,400	4,037,400	
2	6/1/2023	7,295,000	4.000%	4,037,400	11,332,400	15,369,800
	12/1/2023			3,891,500	3,891,500	
3	6/1/2024	7,585,000	4.000%	3,891,500	11,476,500	15,368,000
	12/1/2024			3,739,800	3,739,800	
4	6/1/2025	7,890,000	4.000%	3,739,800	11,629,800	15,369,600
	12/1/2025			3,582,000	3,582,000	
5	6/1/2026	8,205,000	4.000%	3,582,000	11,787,000	15,369,000
	12/1/2026			3,417,900	3,417,900	
6	6/1/2027	8,535,000	4.000%	3,417,900	11,952,900	15,370,800
	12/1/2027			3,247,200	3,247,200	
7	6/1/2028	8,875,000	4.000%	3,247,200	12,122,200	15,369,400
	12/1/2028			3,069,700	3,069,700	
8	6/1/2029	9,230,000	4.000%	3,069,700	12,299,700	15,369,400
	12/1/2029			2,885,100	2,885,100	
9	6/1/2030	9,600,000	4.000%	2,885,100	12,485,100	15,370,200
	12/1/2030			2,693,100	2,693,100	
10	6/1/2031	9,985,000	4.000%	2,693,100	12,678,100	15,371,200
	12/1/2031			2,493,400	2,493,400	
11	6/1/2032	10,385,000	4.000%	2,493,400	12,878,400	15,371,800
	12/1/2032			2,285,700	2,285,700	
12	6/1/2033	10,800,000	4.000%	2,285,700	13,085,700	15,371,400
	12/1/2033			2,069,700	2,069,700	
13	6/1/2034	11,230,000	4.000%	2,069,700	13,299,700	15,369,400
	12/1/2034			1,845,100	1,845,100	
14	6/1/2035	11,680,000	4.000%	1,845,100	13,525,100	15,370,200
	12/1/2035			1,611,500	1,611,500	
15	6/1/2036	12,145,000	4.000%	1,611,500	13,756,500	15,368,000
	12/1/2036			1,368,600	1,368,600	
16	6/1/2037	12,635,000	4.000%	1,368,600	14,003,600	15,372,200
	12/1/2037			1,115,900	1,115,900	
17	6/1/2038	13,140,000	4.000%	1,115,900	14,255,900	15,371,800
	12/1/2038			853,100	853,100	
18	6/1/2039	13,665,000	4.000%	853,100	14,518,100	15,371,200
	12/1/2039			579,800	579,800	
19	6/1/2040	14,210,000	4.000%	579,800	14,789,800	15,369,600
	12/1/2040			295,600	295,600	
20	6/1/2041	14,780,000	4.000%	295,600	15,075,600	15,371,200
		208,885,000		98,519,600	307,404,600	307,404,600

Scale: Revenues Bonds 4% Coupons - Estimated

Growth Pays for Growth vs. Benefit Pays for Benefit

Exhibit 4 - Annual Cost Allocation

	Expansion Allocation (% of Average Day Demand Included)				
	0%	5%	10%	15%	20%
Des Moines	$623,260	$744,250	$865,239	$986,142	$1,107,132
Berwick	$10,163	$10,163	$10,163	$10,163	$10,250
Bondurant	$440,417	$423,508	$406,512	$389,603	$372,607
Clive	$189,852	$193,006	$196,247	$199,401	$202,555
Cumming	$30,313	$29,262	$28,298	$27,247	$26,283
Johnston	$523,997	$517,777	$511,557	$505,336	$499,116
Norwalk	$303,745	$295,597	$287,449	$279,302	$271,154
Pleasant Hill	$83,580	$89,801	$96,021	$102,154	$108,374
Polk County	$135,446	$138,950	$142,454	$145,959	$149,463
Runnells	$8,936	$8,936	$8,936	$8,936	$9,024
Warren County	$0	$175	$350	$526	$701
Warren Rural	$142,630	$147,799	$153,055	$158,224	$163,393
Windsor Heights	$3,066	$6,045	$9,024	$12,003	$14,981
Xenia	$596,977	$578,403	$559,742	$541,169	$522,508
Altoona	$637,715	$622,033	$606,351	$590,669	$574,986
Ankeny	$1,594,770	$1,564,370	$1,534,144	$1,503,919	$1,473,518
Grimes	$660,669	$640,694	$620,631	$600,656	$580,681
Polk City	$111,616	$110,301	$108,900	$107,585	$106,184
Urbandale	$886,441	$874,789	$863,049	$851,397	$839,745
Waukee	$516,112	$506,212	$496,225	$486,325	$476,337
WDMWW	$1,261,326	$1,258,960	$1,256,682	$1,254,317	$1,252,039
Total	$8,761,031	$8,761,031	$8,761,031	$8,761,031	$8,761,031
Total Service	$271,504	$283,332	$295,247	$306,987	$319,077
Des Moines (with)	$894,764	$1,027,581	$1,160,486	$1,293,128	$1,426,208

	Change to Allocation vs 100% Growth			
	5%	10%	15%	20%
Des Moines	$120,990	$241,980	$362,882	$483,872
Berwick	$0	$0	$0	$88
Bondurant	-$16,909	-$33,905	-$50,814	-$67,810
Clive	$3,154	$6,396	$9,550	$12,703
Cumming	-$1,051	-$2,015	-$3,066	-$4,030
Johnston	-$6,220	-$12,441	-$18,661	-$24,881
Norwalk	-$8,148	-$16,296	-$24,443	-$32,591
Pleasant Hill	$6,220	$12,441	$18,573	$24,794
Polk County	$3,504	$7,009	$10,513	$14,018
Runnells	$0	$0	$0	$88
Warren County	$175	$350	$526	$701
Warren Rural	$5,169	$10,426	$15,595	$20,764
Windsor Heights	$2,979	$5,958	$8,936	$11,915
Xenia	-$18,573	-$37,234	-$55,808	-$74,469
Altoona	-$15,682	-$31,364	-$47,047	-$62,729
Ankeny	-$30,401	-$60,626	-$90,852	-$121,253
Grimes	-$19,975	-$40,038	-$60,013	-$79,988
Polk City	-$1,314	-$2,716	-$4,030	-$5,432
Urbandale	-$11,652	-$23,392	-$35,044	-$46,696
Waukee	-$9,900	-$19,888	-$29,788	-$39,775
WDMWW	-$2,365	-$4,643	-$7,009	-$9,287
Total	$0	$0	$0	$0
Total Service	$11,827	$23,742	$35,482	$47,572
Des Moines (with)	$132,817	$265,722	$398,364	$531,444

APPENDIX D

Exhibit 1 - DRAFT Upfront Asset Transfer Calculation – Net Book Value of Purchased Capacity

Table 1: Detail of Purchased Capacity Transactions (from DMWW)

	1996		2003 Conversion		2005		2006		2008		TOTAL			
	Purchases (MGD)	Value ($1/GPD)	Conversion (MGD)	Value ($1.5/GPD)	Purchases (MGD)	Value ($1.90/GPD0	Purchase (MGD)	Value ($1.95/GPD)	Purchase (MGD)	Value ($2.1/GPD)	Capacity	Value	LTD Amortization	Net Book Value
Des Moines		$0		$0		$0								
Bondurant	0.7000	$700,000		$0	0.5	$950,000					1.2000	$1,650,000	$701,250	$948,750
Clive		$0	0.9800	$1,470,000	6	$11,400,000					6.9800	$12,870,000	$5,469,750	$7,400,250
Johnston		$0		$0		$0					0.0000	$0	$0	$0
Norwalk	1.9300	$1,930,000		$0	0.02	$38,000	0.005	$9,750	0.01	$21,000	1.9650	$1,998,750	$849,469	$1,149,281
Warren Rural	3.2464	$3,246,400		$0		$0					3.2464	$3,246,400	$1,379,720	$1,866,680
Xenia	2.5946	$2,594,560	0.2300	$345,000	0.125	$237,500					2.9496	$3,177,060	$1,350,251	$1,826,810
Altoona		$0		$0	1	$1,900,000					1.0000	$1,900,000	$807,500	$1,092,500
Ankeny		$0	2.2800	$3,420,000	6	$11,400,000					8.2800	$14,820,000	$6,298,500	$8,521,500
Grimes		$0		$0		$0					0.0000	$0	$0	$0
Polk City	0.2500	$250,000		$0	0.35	$665,000					0.6000	$915,000	$388,875	$526,125
Urbandale	7.0000	$7,000,000	1.3000	$1,950,000	7	$13,300,000					15.3000	$22,250,000	$9,456,250	$12,793,750
Waukee	1.0000	$1,000,000	0.6942	$1,041,300	2	$3,800,000					3.6942	$5,841,300	$2,482,553	$3,358,748
WDMWW	6.3230	$6,323,000	0.6500	$975,000	2	$3,800,000					8.9730	$11,098,000	$4,716,650	$6,381,350
Totals	23.04396	$23,043,960	6.1342	$9,201,300	24.995	$47,490,500	0.005	$9,750	0.01	$21,000	54.1882	$79,766,510		

All purchases assumed to amortize over 40 years from 2005 when Purchased Capacity Agreements were "reset."

APPENDIX D

Exhibit 2 - DRAFT Upfront Asset Transfer Calculation – Net Position by Member Agency

	Book Value Assigned			Capacity Assigned			Capacity Used			Value of Reserve Capacity		Assignment of Reserve Capacity					
Organization	Unamortized Net Value in DMWW Assets	NBV of Other Owned Capacity	Total Value of Owned & Purchased Capacity	MGD Capacity In DMWW (MGD)	Other Owned Capacity	Total Owned Capacity (MGD)	Total MDD (5 yr avg MGD)	Weighted Avg. Cost of Used Capacity ($/MGD)	Total Cost of Used Capacity	Book Value Surplus (Deficit) of Reserve Capacity	Reserve Capacity (Deficit) MGD	% of Regional Growth Outlook in MDD	Allocation of Reserve Capacity (MGD)	Avg. Unit Cost of Capacity	Purchase of Additional Reserve Capacity	Net Position	Initial Capacity in Regional Entity
Des Moines	$111,803,570		$111,803,570	64.81	-	64.81	(42.4166)	$1,324,952	($56,199,368)	$55,603,602	22.40	9.0%	(2.87)	$1,345,272	($3,860,266)	$51,743,335	45.29
Bondurant	$948,750		$948,750	1.20	-	1.20	(0.7860)	$1,324,952	($1,041,412)	($92,662)	0.41	4.1%	(1.31)	$1,345,272	($1,758,566)	($1,851,228)	2.09
Clive	$7,400,250		$7,400,250	6.98	-	6.98	(3.9320)	$1,324,952	($5,209,712)	$2,190,538	3.05	1.2%	(0.38)	$1,345,272	($514,702)	$1,675,836	4.31
Johnston	$0		$0	0.00	-	-	(4.8380)	$1,324,952	($6,410,119)	($6,410,119)	(4.84)	4.7%	(1.50)	$1,345,272	($2,015,917)	($8,426,036)	6.34
Norwalk	$1,149,281		$1,149,281	1.97	-	1.97	(1.7460)	$1,324,952	($2,313,367)	($1,164,085)	0.22	5.1%	(1.63)	$1,345,272	($2,187,484)	($3,351,570)	3.37
Warren Rural	$1,866,680		$1,866,680	3.25	-	3.25	(2.6360)	$1,324,952	($3,492,574)	($1,625,894)	0.61	1.2%	(0.38)	$1,345,272	($514,702)	($2,140,596)	3.02
Xenia	$1,826,810		$1,826,810	2.95	-	2.95	(3.3220)	$1,324,952	($4,401,491)	($2,574,682)	(0.37)	8.1%	(2.58)	$1,345,272	($3,474,240)	($6,048,922)	5.90
Altoona	$1,092,500	$6,000,969	$7,093,469	1.00	4.00	5.00	(4.3960)	$1,465,184	($6,440,950)	$652,519	0.60	8.0%	(2.55)	$1,345,272	($3,431,348)	($2,778,829)	6.95
Ankeny	$8,521,500		$8,521,500	8.28	-	8.28	(8.4120)	$1,324,952	($11,145,498)	($2,623,998)	(0.13)	18.0%	(5.74)	$1,345,272	($7,720,533)	($10,344,531)	14.15
Grimes	$0	$8,194,000	$8,194,000	0.00	3.20	3.20	(3.1840)	$2,560,625	($8,153,030)	$40,970	0.02	10.6%	(3.38)	$1,345,272	($4,546,536)	($4,505,566)	6.56
Polk City	$526,125	$0	$526,125	0.60	0.30	0.90	(1.1840)	883,301	($1,045,829)	($519,704)	(0.28)	1.3%	(0.41)	$1,345,272	($557,594)	($1,077,298)	1.60
Urbandale	$12,793,750		$12,793,750	15.30	-	15.30	(9.8320)	$1,324,952	($13,026,930)	($233,180)	5.47	10.4%	(3.32)	$1,345,272	($4,460,752)	($4,693,932)	13.15
Waukee	$3,358,748		$3,358,748	3.69	-	3.69	(3.5860)	$1,324,952	($4,751,279)	($1,392,531)	0.11	9.0%	(2.87)	$1,345,272	($3,860,266)	($5,252,798)	6.46
WDMWW	$6,381,350	$14,964,242	$21,345,592	8.97	10.00	18.97	(14.3460)	$1,415,343	($20,304,516)	$1,041,076	4.63	9.3%	(2.97)	$1,345,272	($3,988,942)	($2,947,866)	17.31
TOTAL	$157,669,313	$29,159,211	$186,828,524	119.0		136.5	(104.6166)		($143,936,674)	$42,891,850	31.88	100.0%	(31.88)		($42,891,850)	($0)	136.50

(Note 1) $1,345,272 Avg. Cost of Reserve Capacity/MGD

APPENDIX E
DRAFT

Weighted Voting
5-Year Pro Rata Annual Consumption Percentages
2016 - 2020 Consumption Data

	Consumption
Altoona	4%
Ankeny	11%
Bondurant	1%
Clive	4%
DMWW	39%
Grimes	3%
Johnston	4%
Norwalk	2%
Polk City	1%
Urbandale	8%
Warren	3%
Waukee	3%
West Des Moines	14%
Xenia	4%
	100%

GLOSSARY

Asset Transfer Date

The date at which all production-related assets of Water Producing Members transfer to CIWW.

Board of Trustees

The regional governing body of CIWW comprised of one or two representatives for each Member.

Board Trustee (or Trustee)

An individual, selected by each Member, to serve on the regional Board of Trustees of CIWW.

Central Iowa Water Works (CIWW)

The name of the regional production entity formed to provide wholesale water service to Members. Also called **Regional Authority**.

Consensus

As used in this document, consensus implies agreement among individuals comprising the Micro Group. It should not be construed in any way to imply formal or informal agreement by the governing boards of the Micro Group Members.

Founding Agency Members

An original participating entity to the regional water authority, involved in the initial set up of CIWW.

Member(s)

A city or board-governed entity party to the 28E Agreement forming the Regional Authority.

Micro Group

An ad hoc group of board and staff representatives from the board-governed utilities of Des Moines Water Works, West Des Moines Water Works, and Urbandale Water Utility, formed to study certain issues and questions related to the formation of a regional water production utility. The opinions expressed by the Micro Group solely reflect those of the individuals participating, and in no way should be interpreted to reflect the views of their associated governing boards.

Operating Contract

The contract entered into by CIWW and Water Producing Members outlining the terms and responsibilities of the Water Producing Members and CIWW.

Operational Commencement Date

The date on which the operations of the Regional Authority begin, which is subsequent to the effective date.

Regional Authority

The regional production entity formed to provide wholesale water service to Members. Also called **Central Iowa Water Works** or **CIWW**.

Total Service Customer

Communities or entities served under 28E Agreement by another entity, such as Des Moines Water Works, for the operation and maintenance of that community/entity's water system.

Water Producing Members

Members of the regional utility owning water production and supply facilities and serving as municipal water suppliers to wholesale and/or retail customers.

Water Production and Supply Facility

Source, treatment, and transmission assets used to provide water supply to wholesale or retail customers.

??

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Diamond Hills Greenway Stream Repairs project

Professional Services Agreement with Nilles Associates, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Nilles Associates, Inc., for the design engineering services needed for the Diamond Hills Greenway Stream Repairs project.

The scope of the project includes clearing and grubbing, storm intake replacement, storm sewer extension, and stream bank stabilization.

The design of this project needs to be undertaken at this time so that the project schedule can be

maintained. The Public Works Department proposes to use Nilles Associates, Inc. to complete the necessary design engineering services for this project. The scope of the design engineering services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the design engineering services is $37,900.00.

FISCAL IMPACT: **??No**

This project is proposed in the Annual Storm Water Replacement Program of the current CIP for the design phase to begin in 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Nilles Associates, Inc. for design engineering services on the Diamond Hills Greenway Stream Repairs in an amount not to exceed $37,900.00 and authorize the Mayor to execute said Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Nilles Associates, Inc. for design engineering services on the Diamond Hills Greenway Stream Repairs in an amount not to exceed $37,900.00 and authorize the Mayor to execute said Agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Agreement

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **February 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:
DESIGN AND CONSTRUCT DIAMOND HILLS GREENWAY STREAM REPAIRS.

("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.

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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.

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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;

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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.

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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

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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.

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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.

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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

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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.

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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

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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,

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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.

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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.

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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.

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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.

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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:	By:
Print name: Mark E. Holm	Print name: John P. Nilles
Title: Mayor	Title: President
Date Signed:	Date Signed: 02/11/2022
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
1210 NW Prairie Ridge Dr.	1250 SW State Street, Suite A
Ankeny, IA 50023	Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Becky Ford, PE, CFM	Jake Nilles, PE, CPESC
Title: Stormwater & Environmental Manager	Title: Project Manager
Phone Number: 515-963-3526	Phone Number: 515-360-3070
E-Mail Address: BFord@Ankenylowa.gov	E-Mail Address: jaken@nillesinc.com

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This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 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 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.

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 storm sewer layout, removals, and proposed grading.

   b. One Preliminary Design Review Meeting.

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.

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.

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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 stormwater pollution prevention plan (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) Details and Quantities.
3) Temporary Traffic Control and Staging Plan.
4) Erosion Control Plan/SWPPP.
5) Storm Sewer Plan and Profile sheets.

b. Prepare an initial SWPPP, using the City of Ankeny's standard SWPPP template, for erosion and sediment control related to construction activities, in compliance with the State of Iowa NPDES program. During construction phase, Owner shall be responsible for maintaining SWPPP to reflect current site conditions and to keep documentation as required by law. Engineer is responsible for publishing notice to Des Moines Register, preparing NPDES permit and paying application fee.

10. Furnish for review by Owner a copy of the Construction Contract Documents.

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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

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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.	02/11/2022	Submit Preliminary Plans
b.	02/25/2022	Owner review comments to Engineer
c.	03/11/2022	Submit second set of preliminary plans and preliminary set of front ends to owner.
d.	03/23/2022	Owner review comments to Engineer.
e.	03/25/2022	Submit Final & Front Ends to Owner
f.	04/05/2022	Place Plans & Front Ends on QuestCDN
g.	04/26/2022	Bid Opening
h.	05/02/2022	Award Contract

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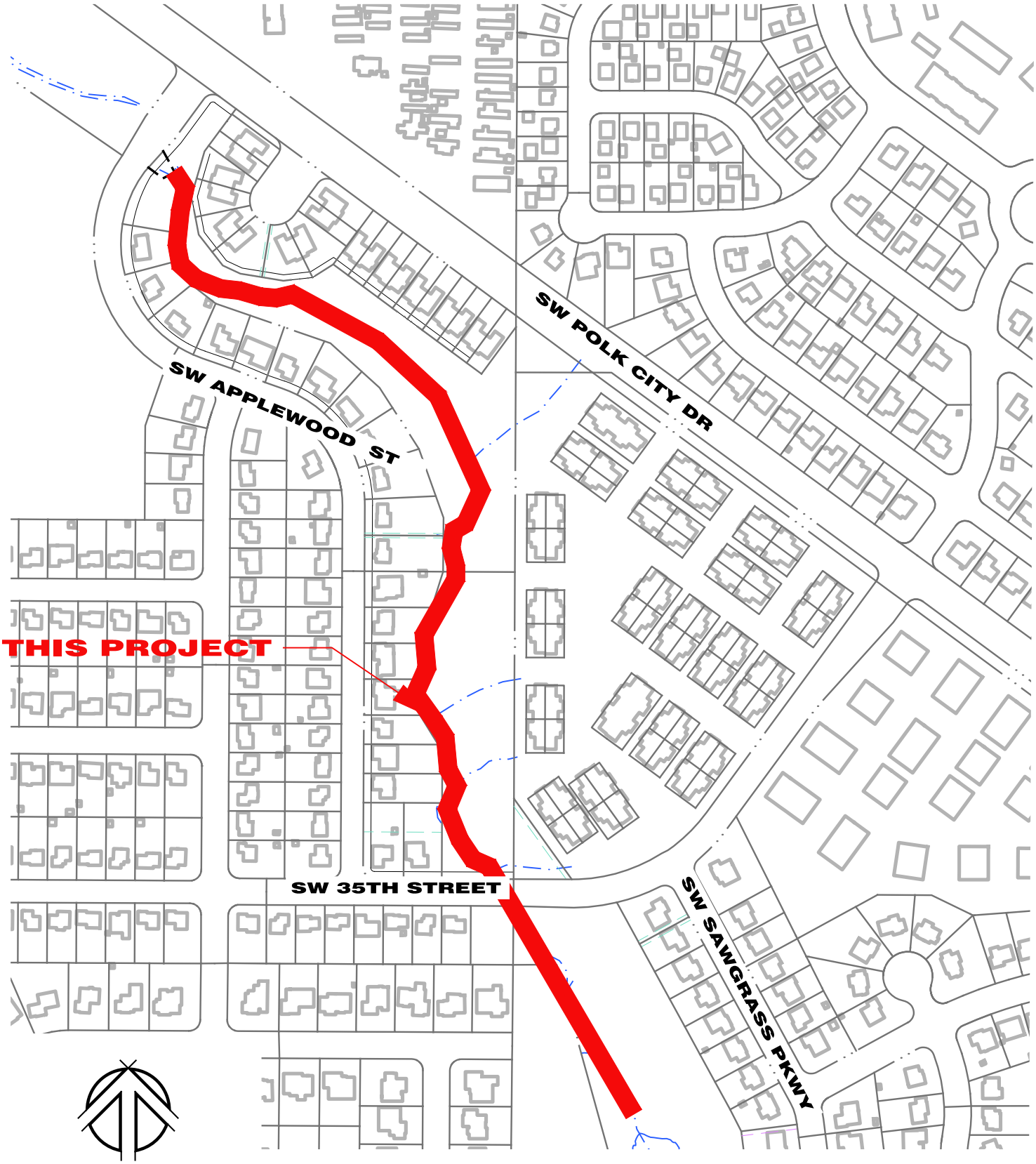
EXHIBIT A-1

DIAMOND HILLS GREENWAY



NILLES ASSOCIATES

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 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.

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 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 $37,900 based on the following estimated distribution of compensation:

a.	Concept Phase	**[NOT USED]**
b.	Preliminary Design Phase	$27,000
c.	Final Design Phase	$7,400
d.	Bidding or Negotiating Phase	$3,500
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.

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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]**

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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 February 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**

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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 February 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.

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This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 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: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed $28,500,000 General Obligation Bonds (PH 2022-13)

EXECUTIVE SUMMARY:

The not to exceed $28,500,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2022 Capital Improvement Program and refund 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 adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed $28,500,000 General Obligation Bonds.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $28,500,000 GENERAL OBLIGATION BONDS", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $28,500,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed $28,500,000 General Obligation Bonds, for the essential corporate purposes, in order to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction,

reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the city, including General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $28,500,000 General Obligation Bonds, for the foregoing essential corporate purposes.

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

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

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed $7,600,000 General Obligation Urban Renewal Bonds (PH 2022-14)

EXECUTIVE SUMMARY:

The not to exceed $7,600,000 General Obligation Urban Renewal Bonds (for essential corporate urban renewal purposes) are being proposed to fund the urban renewal projects in the 2022 Capital Improvement Program. This includes the NE 36th Street Reconstruction - Interstate 35 to NE Four Mile Drive project in the Northeast Ankeny Urban Renewal Area and the West 1st Street Widening and Improvements - Phase 1 and Uptown Parking Improvements projects in the 1991 City of Ankeny Urban Renewal Area.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed $7,600,000 General Obligation Urban Renewal Bonds.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $7,600,000 GENERAL OBLIGATION URBAN RENEWAL BONDS", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $7,600,000 GENERAL OBLIGATION URBAN RENEWAL BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed $7,600,000 General Obligation Urban Renewal Bonds, for the essential corporate urban renewal purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $7,600,000 General Obligation Urban Renewal Bonds, for the foregoing essential corporate urban renewal purposes.

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed $400,000 General Obligation Bonds (PH 2022-15)

EXECUTIVE SUMMARY:

The not to exceed $400,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Annual Park Development Program in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed $400,000 General Obligation Bonds.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $400,000 GENERAL OBLIGATION BONDS", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $400,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed $400,000 General Obligation Bonds, for the general corporate purposes, in order to provide funds to pay the costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $400,000 General Obligation Bonds, for the foregoing general corporate purposes.

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed $3,000,000 Water Revenue Capital Loan Notes (PH 2022-16)

EXECUTIVE SUMMARY:

The not to exceed $3,000,000 Water Revenue Capital Loan Notes are being proposed to fund the construction of the High Trestle Trail Transmission Main - Phase 1 project in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

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

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

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

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

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

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

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $3,000,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 1 Project, and has considered the extent of objections received from residents or property owners

as to the proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

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

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

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

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed $235,000 Water Revenue Capital Loan Notes (PH 2022-17)

EXECUTIVE SUMMARY:

The not to exceed $235,000 Water Revenue Capital Loan Notes are being proposed to fund the design of the South Ankeny Boulevard Transmission Main project in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $235,000 Water Revenue Capital Loan Notes.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $235,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $235,000 WATER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $235,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main Project, and has considered the extent of objections received from residents or property owners as to the

proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed $235,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

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

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

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed $174,600 Water Revenue Capital Loan Notes (PH 2022-18)

EXECUTIVE SUMMARY:

The not to exceed $174,600 Water Revenue Capital Loan Notes are being proposed to fund the design of the High Trestle Trail Transmission Main - Phase 2 project in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $174,6000 Water Revenue Capital Loan Notes.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $174,600 WATER REVENUE CAPITAL LOAN NOTES", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $174,600 WATER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $174,600 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 2 Project, and has considered the extent of objections received from residents or property owners

as to the proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed $174,600 Water Revenue Capital Loan Notes, for the foregoing purposes.

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

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

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed $400,000 Water Revenue Capital Loan Notes (PH 2022-19)

EXECUTIVE SUMMARY:

The not to exceed $400,000 Water Revenue Capital Loan Notes are being proposed to fund the design of the Northwest Water Tower project in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $400,000 Water Revenue Capital Loan Notes.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $400,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ _____.M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $400,000 WATER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $400,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower Project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of

Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed $400,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

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

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

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

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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 Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of General Obligation Bonds, Series 2022A

EXECUTIVE SUMMARY:

This pre-levy resolution is required to be approved prior to adoption of the FY 2023 Budget in order that the General Obligation Bonds, Series 2022A debt service payments can be included in the budget.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing the issuance of General Obligation Bonds, Series 2022A, and levying a tax for the payment thereof.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022A, AND LEVYING A TAX FOR THE PAYMENT THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022A, AND LEVYING A TAX FOR THE PAYMENT THEREOF

WHEREAS, the City of Ankeny, State of Iowa ("Issuer"), is a municipal corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Issuer is in need of funds to pay costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other

areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements (the "Project"), and it is deemed necessary and advisable that General Obligation Bonds, Series 2022A, in the amount of $18,915,000 be issued; and

WHEREAS, the City Council has taken such acts as are necessary to authorize issuance of the Bonds.

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

Section 1. Authorization of the Issuance. General Obligation Bonds, Series 2022A, in the amount of $18,915,000 shall be issued pursuant to the provisions of Iowa Code Sections 384.25, 384.26, 384.28 and 403.12 for the purposes covered by the hearing.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76.2, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Ankeny, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$4,108,488.34	2022/2023
$2,626,700.00	2023/2024
$1,690,500.00	2024/2025
$1,698,500.00	2025/2026
$1,704,300.00	2026/2027
$1,692,900.00	2027/2028
$1,699,900.00	2028/2029
$1,694,500.00	2029/2030
$1,797,100.00	2030/2031
$1,698,300.00	2031/2032
$ 555,900.00	2032/2033
$ 551,500.00	2033/2034
$ 551,800.00	2034/2035
$ 551,650.00	2035/2036
$ 551,050.00	2036/2037

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Section 3. Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Bonds to be issued, this Council will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Polk, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Bonds.

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

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 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: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2022 - June 30, 2023
Set Public Hearing Date

EXECUTIVE SUMMARY:

Iowa Code Section 384.15A requires a public hearing on the maximum property tax dollars for Fiscal Year July 1, 2022 - June 30, 2023. The public hearing establishing the maximum property taxes dollars must be held before the public hearing to adopt the FY 2023 Budget, which is scheduled for March 21, 2022 at 5:30 p.m.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

Recommend setting a public hearing on the proposed maximum property tax dollars for Fiscal Year July 1, 2022 - June 30, 2023 for March 7, 2022 at 5:30 p.m. in the City Council Chambers at the Ankeny Kirkendall Public Library.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Public hearing notice was shared as a part of the Operating Funds Budget Workshop on February 14, 2022.

PUBLIC OUTREACH EFFORTS:

Public notice of such hearing will be posted on the City's website for public viewing, along with an electronic link to such notice on each of the City's social media accounts beginning February 25, 2022.

ACTION REQUESTED:

Action: Consider motion to set a public hearing on the maximum property tax dollars for Fiscal Year July 1, 2022 - June 30, 2023 for March 7, 2022 at 5:30 p.m. and direct City Clerk to publish notice of such hearing.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Notice of Public Hearing

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