ANKENY CITY COUNCIL

Regular Meeting

Tuesday, January 18, 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. Oath of Office: Bobbi Bentz - Mayor Pro tempore

A. PUBLIC FORUM:

1. Special Presentation: Greg Edwards - Catch Des Moines

B. APPROVAL OF AGENDA:

1. Approval of the January 18, 2022 Agenda

Action# B1-1. Consider motion to approve and accept the January 18, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-04 Proposed SE 3rd Street Utility Improvements - Phase 1

Action# C1-1. Consider motion to close Public Hearing 2022-04.

2. PH 2022-05 Proposed NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard

Action# C2-1. Consider motion to close Public Hearing 2022-05.

3. PH 2022-06 ASR #3 - Bid Package #1 - Well Construction

Action# C3-1. Consider motion to close Public Hearing 2022-06.

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 January 3, 2021, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Civil Service Commission meeting of December 13, 2021

CA - 3 Receive and file minutes of the Plan and Zoning Commission meeting of December 21, 2021.

CA - 4 Receive and file minutes of the Zoning Board of Adjustment meeting of November 16, 2021.

CA - 5 Receive and file minutes of the Zoning Board of Adjustment meeting of December 7, 2021.

- **Licenses and Permits**

CA - 6 Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

CA - 7 Consider motion to receive and file Financial Reports for December 2021.

CA - 8 Consider motion to receive and file Building Permit Report for December 2021.

CA - 9 Consider motion to receive and file Utility Billing Report for December 2021.

CA - 10 Consider motion to approve Payment #22 in the amount of $27,090.03 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

CA - 11 Consider motion to approve Payment #1 in the amount of $37,525.00 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition project.

CA - 12 Consider motion to approve Payment #5 in the amount of $176,184.01 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 #18 in the amount of $2,737.77 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main Improvements - Phase 3 project.

CA - 14 Consider motion to approve Payment #4 in the amount of $7,557.98 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

CA - 15 Consider motion to approve the January 18, 2022 Accounts Payable. (Finance Committee: J. Perry, Chp, J. Ruddy, K. Whiting)

CA - 16 Consider motion to adopt a **RESOLUTION** authorizing the purchase of traffic signal pole assemblies for installation with the NW 36th Street Widening: NW Ash Drive to N Ankeny Blvd.

- **Personnel Items**

CA - 17 Consider motion to accept the Civil Service Commission certified lists for appointment to:

- Police Officer
- Equipment Operator;

subject to passing any further departmental requirements.

- **Community Development Items**

CA - 18 Consider motion to adopt **RESOLUTION** accepting public utility easements associated with the development of The Crossings at Deer Creek Plat 14.

CA - 19 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 a public utility easement, located on Lot 20, Ashland Ridge Plat 2 (date of hrg: 2/7/22 @ 5:30 p.m.)

CA - 20 Consider motion to receive and file correspondence from Nilles Associates, Inc. on behalf of DRA Properties, LC dated December 22, 2021, requesting to vacate a portion of public land, Lot 2, The District at Prairie Trail Plat 8; and refer to the Plan & Zoning Commission for its study and recommendation.

CA - 21 Consider a motion to adopt **RESOLUTION** accepting final plat, platted easements and subdivision bond for seeding and erosion control for Vintage Business Park at Prairie Trail Plat 9.

CA - 22 Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer for Vintage Business Park at Prairie Trail Plat 9.

CA - 23 Consider motion to adopt **RESOLUTION** accepting a Public Ingress / Egress

Easement associated with the development of Lot 1, Vintage Business Park at Prairie Trail Plat 2.

- **Engineering Items - none**
- **Capital Improvement Projects - none**
- **Administrative Items - none**
- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-23

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-23.

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

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

Action# H1-2. Consider motion to amend RESOLUTION 2021-461 by replacing Makai Echer as the 2nd Representative to the Polk County Joint 911 Commission with Robert Chiappano.

- **Approval of Ordinances:**

1. Ord 2074 An Ordinance amending the Zoning Regulations, Chapter 195, Signs, of the Municipal Code of the City of Ankeny, Iowa, Clarifying and Modifying Requirements for Flags, Political Signs and Non-Commercial Signs.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2074, sending it on its final passage and publication as required by law.

2. Ord 2092 An Ordinance amending Chapter 66, Load and Weight Restrictions, of the Municipal Code of the City of Ankeny, Iowa.

Action# H2-1.
Consider motion to accept third consideration of ORDINANCE 2092, sending it on its final passage and publication as required by law.

3. 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.

Action# H3-1. Consider motion to accept second consideration of ORDINANCE 2093.

4. 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.

Action# H4-1. Consider motion to accept second consideration of ORDINANCE 2094.

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

Action# H5-1. Consider motion to accept first consideration of ORDINANCE 2095.

I. OLD BUSINESS:

1. Consider action on the matter of a temporary appointment to fill the city council vacancy created by council person Mark Holm assuming the position of Mayor effective January 1, 2022.

Action# I1-1. Consider motion to approve the temporary appointment of Kerry Walter-Ashby until the special election to fill such vacancy is held by the City on March 29, 2022.

Action# I1-2. Mayor Mark Holm will administer oath of office to Kerry Walter-Ashby.

J. NEW BUSINESS:

1. Proposed SE 3rd Street Utility Improvements - Phase 1 (PH 2022-04)

Action# J1-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $1,890,000.00; 2) receive and file report of bids received January 11, 2022; 3) adopt RESOLUTION making award of construction contract with Absolute Concrete Construction, Inc. in the amount of $1,816,990.10; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of $1,816,990.10.

2. Proposed NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard (PH 2022-05)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $3,833,383.00; 2) receive and file report of bids received January 11, 2022; 3) adopt RESOLUTION making award of construction contract with Absolute Concrete Construction, Inc. in the amount of $3,996,224.75; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of $3,996,224.75.

3. Proposed Well #7 - ASR #3 - Bid Package 1 - Well Construction (PH 2022-06)

Action# J3-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $2,950,000.00; 2) receive and file report of bids received January 11, 2022; 3) adopt RESOLUTION making award of construction contract with Gingerich Well & Pump Service LLC in the amount of $3,234,033.00.

4. Proposed NW 36th Street & NW State Street Interim Improvements
Initiate Proceedings

Action# J4-1. Consider motion to adopt RESOLUTION ordering construction of the NW 36th Street & NW State Street Interim Improvements and fixing a date for hearing thereon

and taking of bids therefor. (date of bid letting: 2/15/22 @ 10:30 AM / date of hrg: 2/21/22 @ 5:30 PM)

5. Proposed NW 36th Street and NW Weigel Drive Water Main
Initiate Proceedings

Action# J5-1. Consider motion to adopt RESOLUTION ordering construction on the NW 36th Street and NW Weigel Drive Water Main project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 2/15/22 @ 10:30 a.m. / date of hrg: 2/21/22 @ 5:30 p.m.)

6. Proposed ASR#3 - Bid Package #2 - Well Pump and Control Building
Initiate Proceedings

Action# J6-1. Consider motion to adopt RESOLUTION ordering construction on the ASR #3 - Bid Package #2 - Well Pump and Control Building project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 2/15/22 @ 10:30 a.m./date of hrg: 2/21/22 @ 5:30 p.m.)

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

  City Manager
  City Attorney

- **Report of the Governing Body:**

  Mayor

  City Council Members:
  Council Member Bentz
  Council Member Perry
  Council Member Ruddy
  Council Member Walter-Ashby
  Council Member Whiting

- **Future Council Agenda Items:**

  - ***Staff Budget Presentations - 1/21/22 @ 8:30 a.m. - 2:00 p.m.***
  - ***Public Hearing - vacate - Ashland Ridge Plat 2 - 2/7/22 @ 5:30 p.m.***
  - ***Public Hearing - NW 36th St & NW State St Interim Improvements - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - NW 36th St & NW Weigel Dr Water Main - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - ASR #3 - Bid Package #2 - Well Pump & Control Building - 2/21/22 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

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

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 Clerk

ACTION REQUESTED:

LEGAL:

SUBJECT:

Special Presentation: Greg Edwards - Catch Des Moines

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
Power Point Presentation
Year in Review

ANKENY

January 18, 2022

CATCH DES MOINES

COVID-19

IMPACTS

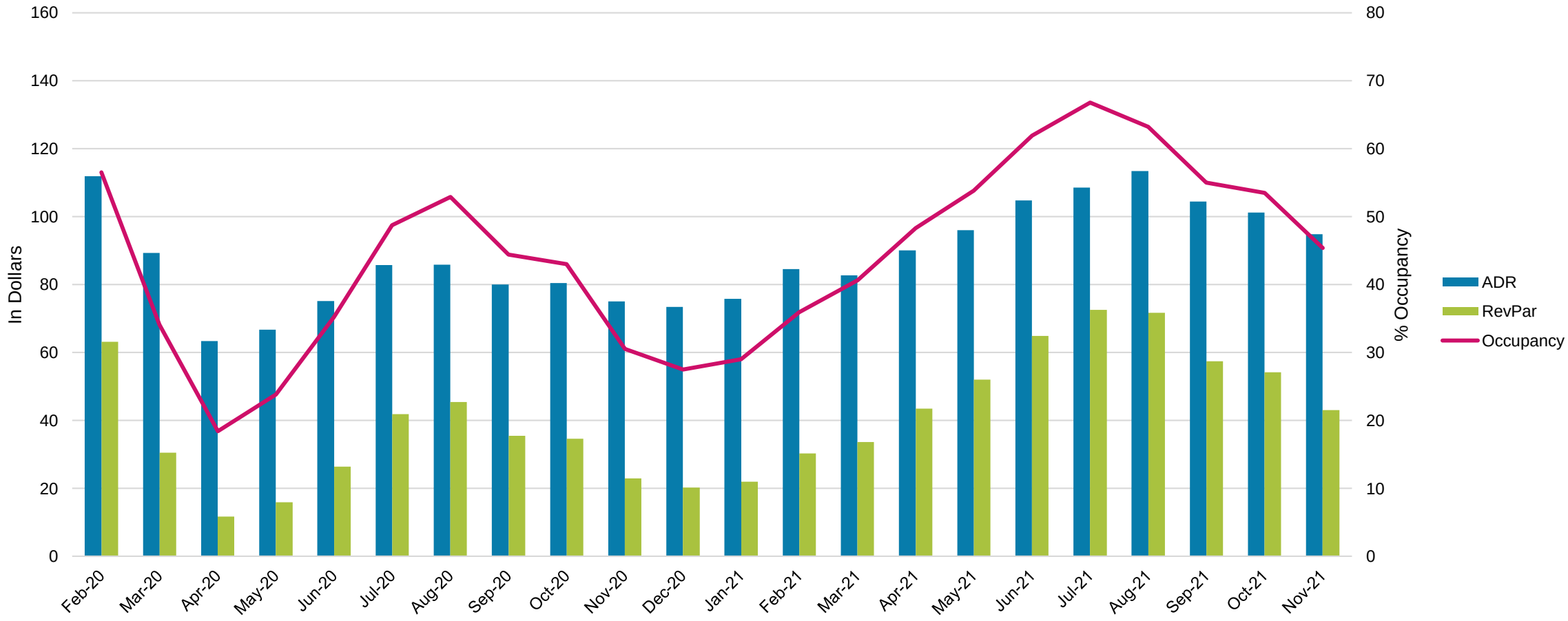
411 EVENTS **CANCELLED** OR **POSTPONED** WITH AN ESTIMATED IMPACT OF MORE THAN **$335 MILLION**

As of December 31, 2021

CATCH DES MOINES

HOTEL/MOTEL TAX

MONTHLY STR DATA

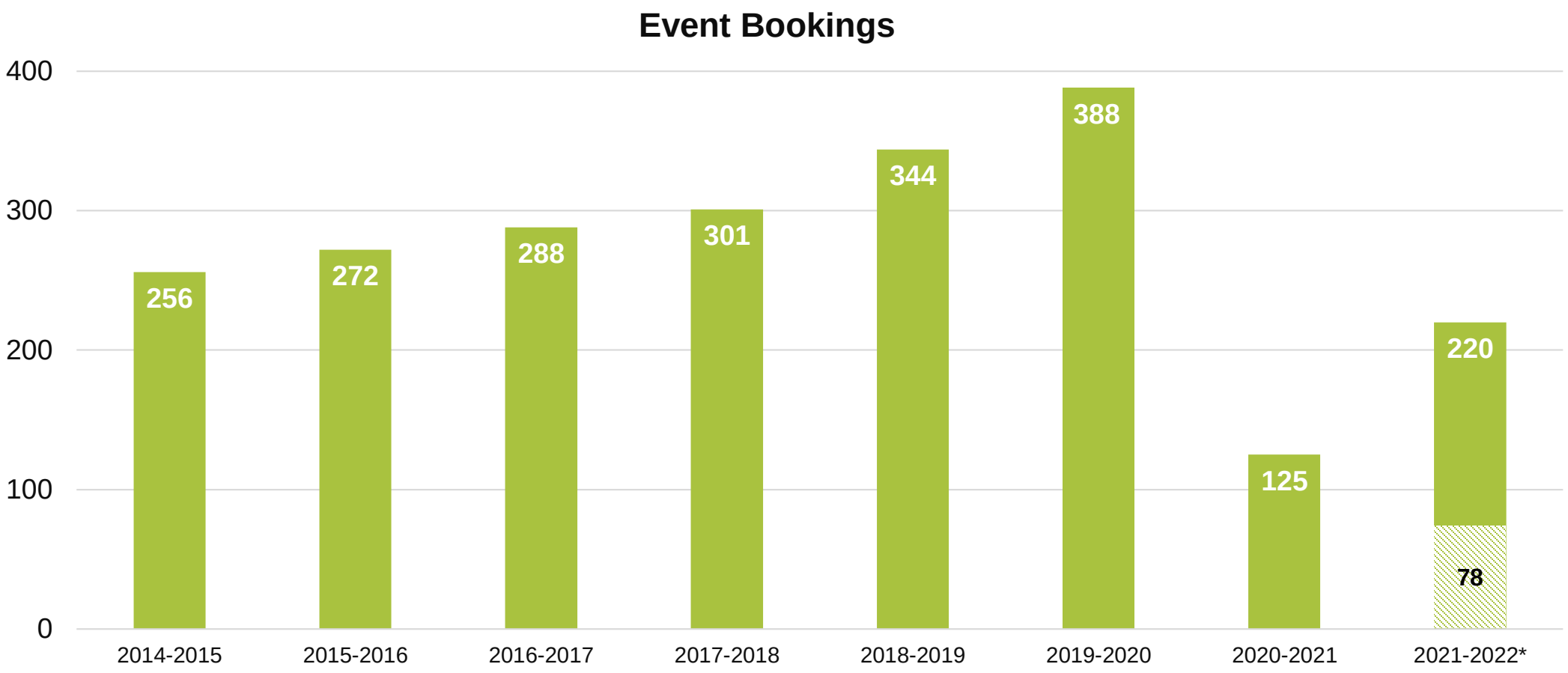


Source: 2021 STR, LLC / STR Global, Ltd. trading as "STR". © CoStar Realty Information, Inc.
October 19, 2021

CATCH DES MOINES

OUTLOOK

SALES BOOKINGS



*2020-2021 bookings does not include rebookings due to COVID-19
*2021-2022 bookings goal; all other data points reflect actual bookings

CATCH DES MOINES

YEAR IN REVIEW

CATCH DES MOINES 2020/2021

TRAVEL EXPENDITURES

Polk and Dallas counties received $1.7 billion of the $7.2 billion in statewide spending in 2020, according to the Iowa Economic Development Authority's "Iowa Tourism Economic Impact Report" released October 2021.

1.7 BILLION POLK AND DALLAS COUNTIES

7.2 BILLION STATEWIDE SPENDING

15,000+ JOBS

are supported by this spending in Polk and Dallas counties.

$1,500 ANNUALLY

is the additional amount each household in Polk/Dallas counties would pay if it weren't for the revenue generated by travel/tourism. This number is the sum of state and local taxes ($338M) divided by the census bureau's estimated households for Polk and Dallas counties (222,000).

SIGNIFICANT BOOKINGS

IOWA FFA ASSOCIATION
Leadership Conference
April 2021

DEW TOUR
May 2021

USA GYMNASTICS
Championships
May 2021

ALL-IOWA ATTACK BASKETBALL
Battle of The Best Super 16 Showcase
July 2021

BBI INTERNATIONAL
International Fuel Ethanol Workshop & Expo
July 2021

USA RACQUETBALL
National Junior Championships with Adult Team Qualifying
July 2021

MEISTER MEDIA WORLDWIDE
Tech Hub LIVE
July 2021

U.S. GRAINS COUNCIL
2021 Annual Board of Delegates Meeting
July 2021

NAIA - MEN'S VOLLEYBALL
2022 & 2023 National Championship
April 2022, April 2023

ASSOCIATION OF MEDICAL ILLUSTRATORS
Annual Meeting
July 2022

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
MAASTO Annual Meeting
July 2022

NCAA - DIV. I MEN'S BASKETBALL 1ST & 2ND ROUNDS
March 2023

IOWA LEAGUE OF CITIES
2025 Annual Conference & Exhibit
September 2025

MAJOR EVENTS HOSTED

TOURNAMENT OF CHAMPIONS, INC
Nike Tournament of Champions 2020 - 1st, 2nd, and 3rd Weekends
JULY 2020

DRAKE ATHLETICS
Blue Oval Showcase
August 2020

USA WRESTLING
Preseason Nationals
October 2020

UNITED STATES CUSTOM HARVESTERS
Annual National Meeting
January 2021

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2021 National Championship
April 2021

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May 2021

NATIONAL PORK PRODUCERS COUNCIL
World Pork Expo
June 2021

IRONMAN
Certified Piedmontese 2021 IRONMAN 70.3 Des Moines
June 2021

NATIONAL HIGH SCHOOL RODEO ASSOCIATION
Junior High National Finals Rodeo
June 2021

BEEF IMPROVEMENT FEDERATION
Annual Conference
June 2021

NATIONAL AGRICULTURE IN THE CLASSROOM
June 2021

GROUP TRAVEL

WORKED WITH 77 MOTORCOACH GROUPS TO BUILD ITINERARIES AND ASSIST WITH FUTURE TRIPS.

MEDIA HIGHLIGHTS

MEDIA/PR IMPRESSIONS	442,211,987
ADVERTISING VALUE EQUIVALENCY	$4,093,792

MAJOR PUBLICATIONS
- THE ASSOCIATED PRESS
- THE WASHINGTON TIMES
- SPORTS DESTINATION MANAGEMENT
- PROFESSIONAL CONVENTION MANAGEMENT ASSOCIATION
- AXIOS
- GOLFWEEK

SOCIAL MEDIA

NEW FOLLOWERS	3,832
IMPRESSIONS	21,769,368
ENGAGEMENTS	774,062

951,567 WEB SESSIONS ON CATCHDESMOINES.COM

NAVIGATING THE PANDEMIC

Within the travel and tourism industry, the last couple years have presented a unique challenge for DMOs across the country, and Catch Des Moines was no exception. Since March 2020, 404 events were lost or canceled due to COVID-19, representing a loss of more than $320 million in economic impact.

Despite these unavoidable obstacles, we were able to rebook some of these events for future years. This includes the National Speech & Debate Tournament, the National Congress of State Games, U.S. Academic Decathlon, Nursing Organizations Alliance, American Association of Meat Processors, and the Midwest Nursing Research Society.

Greater Des Moines and Iowa remained relatively open for business in some capacity throughout much of the second half of the pandemic and because of that we were able to secure events from other states who had capacity restrictions. That included the Nike Tournament of Champions, Dew Tour, BBI Fuel Ethanol Workshop, and U.S. Grains Council.

We benefited from certain market segments that were more willing to meet in person — specifically agriculture and sports. Greater Des Moines also outperformed our competitive set, averaging higher occupancy and rates than our neighboring, like-size cities. We continue to leverage our strengths — accessibility, safety, cleanliness, affordability — to sell our region as a practical and fun destination for events big and small.

GENERATED DESPITE COVID

214 CONVENTIONS & EVENTS UTILIZED CATCH DES MOINES RESOURCES

This support includes Group Servicing, Event Promotion, Catch Crew, & Planner Toolkits.

117 CONVENTIONS & EVENTS OCCURRED BECAUSE OF CATCH DES MOINES SALES EFFORTS

This resulted in **$54.3 million** of economic impact.

125 EVENTS BOOKED BY CATCH DES MOINES SALES STAFF

This will generate **$39.7 million** of economic impact.

STAYING CONNECTED. STAYING STRATEGIC.

SALES

HOSTED monthly Zoom calls with hoteliers.

ATTENDED appointment based trade shows.

SENT out eight newsletters to over 7,000 planners in different markets.

SENT out four mailers to top prospects and accounts to remain top of mind.

FOLLOWED policy changes in other cities for the opportunity to re-home events.

MARKETING

CREATED The Catch List, featuring 20 new leisure itineraries.

LAUNCHED Des Best blog series, curating local suggestions for over 20 'best of' blogs.

TESTED new advertising tactics, including Hulu, OTT (connected TV), and a "Catch of the Game" radio sponsorship with the Chicago Cubs that earned national recognition.

CATCH DES MOINES

CATCH DES MOINES

TOURISM IS SPARKING ECONOMIC RECOVERY

- Restaurants
- Attractions
- Shopping
- Hotels & Venues
- Arts & Culture

2021 EVENTS

Dew Tour (May)	Site selection began in February 2021
	Only US Olympic Skateboard Trials event in the USA
	300 athletes
	Estimated $6 million in economic impact
IRONMAN (June)	3,300 registered athletes
	2,000 volunteers assisted during race week
	Local agencies prepared for this event since 2019
	Estimated $10 million in economic impact
World Pork Expo (June)	Iowa State Fairgrounds
	20,000 attendees
	$6.1M economic impact
National Junior High School Rodeo (June)	Iowa State Fairgrounds
	Registration is 72 hours
	10,000 attendees
	$2.7M economic impact
US Youth Soccer President's Cup (July)	Cownie Soccer Complex
	2,500 attendees
	$2.1M economic impact
USA/Canada Lions (September)	Iowa Events Center
	1,500 attendees
	$1.2M economic impact
All Iowa Attack (July)	Iowa Events Center
	3 weekends, 350 teams

CATCH DES MOINES

ANKENY

STR DATA

Occupancy	Altoona	Ankeny	West Des Moines	Des Moines	Urbandale	Clive
July 2021	69.2	73.5	71.6	61.6	66.1	66.2
August 2021	64.0	68.2	68.0	57.9	61.4	64.0
Sept 2021	53.8	61.9	59.8	49.6	50.9	59.0
Oct 2021	48.4	54.6	60.6	47.9	56.9	57.2
Nov 2021	45.7	47.0	51.4	40.0	42.4	50.8
Average	56.2%	61.0%	62.3%	51.4%	55.5%	59.4%

ADR	Altoona	Ankeny	West Des Moines	Des Moines	Urbandale	Clive
July 2021	$118.48	$97.01	$107.43	$117.54	$98.56	$90.45
August 2021	$127.61	$103.34	$109.10	$123.59	$105.47	$91.74
Sept 2021	$108.40	$93.88	$102.64	$117.13	$96.59	$79.41
Oct 2021	$101.38	$93.38	$100.12	$111.68	$94.08	$79.10
Nov 2021	$94.32	$88.51	$94.47	$104.55	$92.25	$73.18
Average	$110.04	$95.22	$102.75	$114.90	$97.39	$82.78

NEXT BIG EVENT?

2022 MAJOR EVENTS HAPPENING

USA Swimming	NAIA Men's Volleyball Championships	American Meat Science Association
World Pork Expo	Indy Car Series (Newton)	American Association of Meat Processors
State Games of America	USA Gymnastics	AASHTO
Farm Progress	IRONMAN	American Quilters
	Nursing Organizations Alliance	

FINDING THE NEXT BIG EVENT

- PCMA
- American Bus Association
- SportsETA in Alabama
- Connect Faith in Texas
- AAU Annual Convention in Florida
- Connect in Tampa
- CVB Reps in Washington, D.C.

IN THE WORKS

- 80 leads out
- 450+ qualified prospects

CATCH DES MOINES

OUTLOOK

Outlook for 2022:

- State associations will likely meet in person.
- Corporate travel is still nonexistent.
- RFPs are still lagging, as planners work through rebookings and existing contracts. Little interest in booking future years.
- While sporting groups and agricultural meetings are strong, religious and professional associations are not there yet.

STRATEGIES

2021-2022

Sales Strategies

- Prospect events and bookings through return of tradeshow participation
- Investments with third-party planners
- Joint marketing efforts with similar cities to cross promote and drive demand.
- Presence in Washington, D.C. and Chicago
- Focus on high-end markets such as medical, nursing, dietary, etc.
- Advertising efforts with industry publications and business-focused social media

Marketing Strategies

- Continue creative content (Catch List, Des Best blogs and videos, broadcast commercial) and use content on TV and social media
- New marketing initiatives to national meeting planners and to local catch champions
- Hotel collateral and materials
- Increase marketing revenue through new partnership model

CATCH DES MOINES

DES MOINES:
THE Ss ARE SILENT,
OUR CITY IS BOOMING

MIDAMERICAN ENERGY COMPANY RECPLEX

LAURIDSEN SKATEPARK

GRIMESPLEX & HOPE ENTERTAINMENT DISTRICT

CENTRAL IOWA WATER TRAILS

USHL BUCS HOCKEY ARENA AT MERLE HAY MALL

USL SOCCER STADIUM

DMPS/DRAKE STADIUM

JOHNSTON IGNIT SPORTS FACILITY

CATCH DES MOINES

CATCH DES MOINES GENERATED
$54.3 MILLION IN ECONOMIC IMPACT
BY BRINGING MEETINGS, CONVENTIONS, SPORTING EVENTS AND LEISURE TRAVELERS TO THE COMMUNITY
THANK YOU!
GREG EDWARDS
PRESIDENT & CEO
2020-2021
CATCH DES MOINES

YEAR IN REVIEW

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NATIONAL AGRICULTURE IN THE CLASSROOM
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951,567 WEB SESSIONS ON CATCHDESMOINES.COM

NAVIGATING THE PANDEMIC

Within the travel and tourism industry, the last couple years have presented a unique challenge for DMOs across the country, and Catch Des Moines was no exception. Since March 2020, 404 events were lost or canceled due to COVID-19, representing a loss of more than $320 million in economic impact.

Despite these unavoidable obstacles, we were able to rebook some of these events for future years. This includes the National Speech & Debate Tournament, the National Congress of State Games, U.S. Academic Decathlon, Nursing Organizations Alliance, American Association of Meat Processors, and the Midwest Nursing Research Society.

Greater Des Moines and Iowa remained relatively open for business in some capacity throughout much of the second half of the pandemic and because of that we were able to secure events from other states who had capacity restrictions. That included the Nike Tournament of Champions, Dew Tour, BBI Fuel Ethanol Workshop, and U.S. Grains Council.

We benefited from certain market segments that were more willing to meet in person — specifically agriculture and sports. Greater Des Moines also outperformed our competitive set, averaging higher occupancy and rates than our neighboring, like-size cities. We continue to leverage our strengths — accessibility, safety, cleanliness, affordability — to sell our region as a practical and fun destination for events big and small.

GENERATED DESPITE COVID

214
CONVENTIONS & EVENTS
UTILIZED CATCH DES MOINES RESOURCES

This support includes Group Servicing, Event Promotion, Catch Crew, & Planner Toolkits.

117
CONVENTIONS & EVENTS
OCCURRED BECAUSE OF CATCH DES MOINES SALES EFFORTS

This resulted in **$54.3 million** of economic impact.

125
EVENTS
BOOKED BY CATCH DES MOINES SALES STAFF

This will generate **$39.7 million** of economic impact.

STAYING CONNECTED.

STAYING STRATEGIC.

SALES

HOSTED monthly Zoom calls with hoteliers.

ATTENDED appointment based trade shows.

SENT out eight newsletters to over 7,000 planners in different markets.

SENT out four mailers to top prospects and accounts to remain top of mind.

FOLLOWED policy changes in other cities for the opportunity to re-home events.

MARKETING

CREATED The Catch List, featuring 20 new leisure itineraries.

LAUNCHED Des Best blog series, curating local suggestions for over 20 'best of' blogs.

TESTED new advertising tactics, including Hulu, OTT (connected TV), and a "Catch of the Game" radio sponsorship with the Chicago Cubs that earned national recognition.

CATCH DES MOINES

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 2022-04: Proposed SE 3rd Street Utility Improvements - Phase 1

EXECUTIVE SUMMARY:

The SE 3rd Street Utility Improvements – Phase 1 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3rd Street between SE Sharon Drive and SE Trilein Drive in the City of Ankeny.

The improvements include approximately 4,670 SY of 8” thick PCC street pavement, 1,250 LF of sanitary sewer, 1,250 LF of water main, 1,350 LF of storm sewer, 2,400 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 11, 2022. Four (4) bids were received as follows:

1. Absolute Concrete Construction, Inc. $ 1,816,990.10

2. Halbrook Excavating $ 1,915,000.00

3. Rognes Corp $ 1,994,500.00

4. Raccoon Valley Contractors $ 3,090,567.44

The Engineer's Estimate for the project was $ 1,890,000.00. The bids ranged from approximately 4% below to 64% above the estimate. Public Works staff reviewed the bid results both internally and with the project's engineering consultant. It is recommended that the project be awarded to Absolute Concrete Construction from Slater, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than March 14, 2022 and no later than April 4, 2022. They will have 160 working days to substantially complete the overall project.

FISCAL IMPACT: **??No**

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), estimated cost ($ 1,890,000.00), and enhancement of payment.

2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost, and enhancement of payment for the SE 3rd Street Utility Improvements - Phase 1 project.

3. Receive and file the report of bids received on January 11, 2022.

4. Approve Resolution, making award of construction contract to Absolute Concrete Construction of Slater, Iowa.

5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction in the amount of $ 1,816,990.10.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 20, 2021: The City Council approved a Resolution ordering construction and setting the bid opening date as January 11, 2022, and setting the public hearing date as January 18, 2022.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents was held on Tuesday, July 27, 2021. Property owners and residents will be updated via letters during the construction phase.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-04.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2022-04 **5:30 P.M.** **JANUARY 18, 2022**

PROPOSED SE 3RD STREET UTILITY IMPROVEMENTS – PHASE 1

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 SE 3rd Street Utility Improvements – Phase 1 project. Notice of this hearing was published in the Des Moines Register on the 30th day of December 2021.

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 2022-04.

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 SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1", 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 SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1

WHEREAS, on the **20th** day of **December**, **2021**, 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 SE 3rd Street Utility Improvements - Phase 1; 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 and estimate of cost 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 one hundred sixty (160) working days, an enhancement of payment in the amount of One Thousand Five Hundred Dollars ($1,500) per working day remaining within the one hundred sixty (160) working day deadline, up to a maximum of Thirty-seven Thousand Five Hundred Dollars ($37,500), will be issued to the Contractor.

PASSED AND APPROVED this 18th day of January, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **JANUARY 11, 2021**

SE 3RD STREET UTILITY IMPROVEMENTS – PHASE 1

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE 3rd Street Utility Improvements – Phase 1 project in accordance with the Plans and Specifications prepared by JEO.

Mark Mueller, Public Works Director

Project Estimate of Cost $1,890,000.00

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1)	✓	Rognes Corp 720 SW Goodwin St Ankeny IA 50023	$1,994,000 -	
2)	✓	Halbrook Excavating 4807 SE Rio Ct Ankeny IA	$1,915,000 -	
3)	✓	Racoon Valley Corp 520 SE Prairie Parkln Waukee IA 50263	$3,090,567 44	
* 4)	✓	Absolute Concrete PO Box 148 Slater IA 50244	$1,816,990 10	
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 January 18, 2022 at 5:30 P.M.

Mark Mueller
Mark Mueller, Public Works Director

ATTEST:

Denise L. Hoy
Denise L. Hoy, City Clerk

Bid Tabulation

PROJECT | SE 3rd Street Utility Improvements - Phase 1

JEO PROJECT NO. | 200170.01

LOCATION | Ankeny, Iowa

LETTING | January 11, 2022

OPINION OF PROBABLE COST | $1,890,000.00

Bidder	Total Group A
Absolute Concrete Construction, Inc Slater, IA	$1,816,990.10
Halbrook Excavating Ankeny, IA	$1,915,000.00
Rognes Corp Ankeny, IA	*$1,994,500.00*
Racoon Valley Contractors Waukee, IA	$3,090,567.44

**Numbers in italics indicate an irregularity in the contractor's original bid form*

Bid Tabulation Sheet

PROJECT | SE 3rd Street Utility Improvements - Phase 1

JEO PROJECT NO. | 200170.01

LOCATION | Ankeny, Iowa

					Engineer's Estimate		Absolute Concrete Construction Inc.		Halbrook Excavating		Rognes Group		Racoon Valley Contractors	
Item	SUDAS Number	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
DIVISION 2 - EARTHWORK														
2.01	2010-C	CLEARING AND GRUBBING	LS	1	$2,000.00	$2,000.00	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$11,500.00	$11,500.00	$1,000.00	$1,000.00
2.02	2010-D-3	TOPSOIL, OFF-SITE	CY	316	$75.00	$23,700.00	$65.00	$20,540.00	$38.00	$12,008.00	$50.00	*$15,800.00*	$65.00	$20,540.00
2.03	2010-E	EXCAVATION, CLASS 10	CY	592	$50.00	$29,600.00	$25.00	$14,800.00	$60.00	$35,520.00	$22.00	$13,024.00	$25.00	$14,800.00
2.04	2010-G	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,556	$5.00	$27,780.00	$4.00	$22,224.00	$4.50	$25,002.00	$4.75	$26,391.00	$4.00	$22,224.00
2.05	2010-H	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	1,389	$5.00	$6,945.00	$6.00	$8,334.00	$6.00	$8,334.00	$6.00	$8,334.00	$6.00	$8,334.00
2.06	2010-I	SUBBASE, MODIFIED	SY	5,556	$15.00	$83,340.00	$12.00	$66,672.00	$14.00	$77,784.00	$13.50	$75,006.00	$12.00	$66,672.00
2.07	2010-L	COMPACTION TESTING	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION														
3.01	3010-F	TRENCH COMPACTION TESTING	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$8,200.00	$8,200.00
DIVISION 4 - SEWERS AND DRAINS														
4.01	4020-A-1	TRENCHED, TRUSS PVC, 15 IN. DIA	LF	1249	$75.00	$93,675.00	$95.00	$118,655.00	$155.00	$193,595.00	$215.00	$268,535.00	$291.00	$363,459.00
4.02	4020-A-1	STORM SEWER, TRENCHED, RCP, 15 IN. DIA	LF	104	$75.00	$7,800.00	$57.00	$5,928.00	$125.00	$13,000.00	$130.00	$13,520.00	$345.00	$35,880.00
4.03	4020-A-1	STORM SEWER, TRENCHED, RCP, 36 IN. DIA	LF	1249	$125.00	$156,125.00	$106.00	$132,394.00	$200.00	$249,800.00	$195.00	$243,555.00	$238.00	$297,262.00
4.04	4020-A-1	STORM SEWER, TRENCHED, RCAP, 48 IN. ARCH. DIA.	LF	18	$300.00	$5,400.00	$242.85	$4,371.30	$360.00	$6,480.00	$295.00	$5,310.00	$1,000.00	$18,000.00
4.05	4010-E	SANITARY SEWER SERVICE, PVC, 4"	LF	1044	$100.00	$104,400.00	$68.00	$70,992.00	$55.00	$57,420.00	$98.00	$102,312.00	$115.00	$120,060.00
4.06	4010-H	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1255	$30.00	$37,650.00	$30.00	$37,650.00	$10.00	$12,550.00	$25.00	$31,375.00	$31.00	$38,905.00
4.07	4010-I	SANITARY SEWER TEMPORARY CLEANOUT	EA	3	$1,000.00	$3,000.00	$550.00	$1,650.00	$2,500.00	$7,500.00	$2,400.00	$7,200.00	$5,100.00	$15,300.00
4.08	4020-D	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99	$20.00	$1,980.00	$15.00	$1,485.00	$20.00	$1,980.00	$25.00	$2,475.00	$31.00	$3,069.00
4.09	4040-B	FOOTING DRAIN COLLECTOR/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA	LF	2399	$30.00	$71,970.00	$26.70	$64,053.30	$30.00	$71,970.00	$28.00	$67,172.00	$42.00	$100,758.00
4.10	4040-C	TEMPORARY SUBDRAIN CAP	EA	2	$100.00	$200.00	$60.00	$120.00	$250.00	$500.00	$350.00	$700.00	$1,000.00	$2,000.00
4.11	4040-D	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA	EA	14	$500.00	$7,000.00	$180.00	$2,520.00	$450.00	$6,300.00	$750.00	$10,500.00	$665.00	$9,310.00
4.12	4040-E	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36	$1,000.00	$36,000.00	$625.00	$22,500.00	$900.00	$32,400.00	$1,050.00	$37,800.00	$1,500.00	$54,000.00

					Engineer's Estimate		Absolute Concrete Construction Inc.		Halbrook Excavating		Rognes Group		Racoon Valley Contractors	
DIVISION 5 - WATER MAIN AND APPURTENANCES														
5.01	5010-A-1	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	1253	$60.00	$75,180.00	$40.00	$50,120.00	$60.00	$75,180.00	$105.00	$131,565.00	$189.00	$236,817.00
5.02	5010-C-1	FITTING, REDUCER, 8" X 4" IN.	EA	1	$750.00	$750.00	$475.00	$475.00	$450.00	$450.00	$450.00	$450.00	$500.00	$500.00
5.03	5010-C-2	FITTING, UNION, 4" X 4"	EA	1	$750.00	$750.00	$425.00	$425.00	$525.00	$525.00	$375.00	$375.00	$450.00	$450.00
5.04	5010-C-3	FITTING, UNION, 8"X 8".	EA	1	$750.00	$750.00	$576.00	$576.00	$725.00	$725.00	$475.00	$475.00	$500.00	$500.00
5.05	5010-C-4	FITTING, 22.5 DEG., 8 IN.	EA	2	$750.00	$1,500.00	$545.25	$1,090.50	$725.00	$1,450.00	$750.00	$1,500.00	$600.00	$1,200.00
5.06	5010-C-6	FITTING, 45 DEG., 8 IN.	EA	2	$750.00	$1,500.00	$550.00	$1,100.00	$725.00	$1,450.00	$750.00	$1,500.00	$700.00	$1,400.00
5.07	5010-D	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18	$1,000.00	$18,000.00	$915.00	$16,470.00	$1,000.00	$18,000.00	$1,900.00	$34,200.00	$1,300.00	$23,400.00
5.08	5010-D	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18	$1,500.00	$27,000.00	$915.00	$16,470.00	$1,500.00	$27,000.00	$2,300.00	$41,400.00	$2,700.00	$48,600.00
5.09	5010-999-A	REMOVAL OF WATER MAIN	LF	1,256	$20.00	$25,120.00	$22.50	$28,260.00	$17.00	$21,352.00	$25.00	$31,400.00	$60.00	$75,360.00
5.10	5010-999-B	WATER MAIN, TEMPORARY, PEX, 2IN. DIA.	LF	2948	$25.00	$73,700.00	$16.00	$47,168.00	$21.00	$61,908.00	$10.00	$29,480.00	$73.00	$215,204.00
5.11	5020-A	VALVE, GATE, 8 IN.	EA	5	$2,000.00	$10,000.00	$1,725.00	$8,625.00	$2,000.00	$10,000.00	$1,600.00	$8,000.00	$3,000.00	$15,000.00
5.12	5020-C	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3	$5,500.00	$16,500.00	$4,300.00	$12,900.00	$6,750.00	$20,250.00	$5,400.00	$16,200.00	$6,500.00	$19,500.00
5.13	5020-G	VALVE BOX REPLACEMENT	EA	2	$1,000.00	$2,000.00	$540.00	$1,080.00	$425.00	$850.00	$500.00	$1,000.00	$600.00	$1,200.00
5.14	5020-I	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1	$1,000.00	$1,000.00	$200.00	$200.00	$900.00	$900.00	$1,000.00	$1,000.00	$1,030.00	$1,030.00
5.15	5020-J	VALVE REMOVAL	EA	2	$800.00	$1,600.00	$250.00	$500.00	$900.00	$1,800.00	$950.00	$1,900.00	$1,600.00	$3,200.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM														
6.01	6010-A	MANHOLE, SW-301, 48"	EA	3	$6,000.00	$18,000.00	$9,800.00	$29,400.00	$6,500.00	$19,500.00	$5,700.00	$17,100.00	$6,000.00	$18,000.00
6.02	6010-A	MANHOLE, SW-303, 48"	EA	1	$5,500.00	$5,500.00	$10,525.00	$10,525.00	$7,000.00	$7,000.00	$12,000.00	$12,000.00	$5,500.00	$5,500.00
6.03	6010-A	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1	$11,000.00	$11,000.00	$12,405.00	$12,405.00	$14,000.00	$14,000.00	$13,000.00	$13,000.00	$12,000.00	$12,000.00
6.04	6010-A	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	1	$11,000.00	$11,000.00	$14,150.00	$14,150.00	$13,000.00	$13,000.00	$12,000.00	$12,000.00	$25,000.00	$25,000.00
6.05	6010-B	INTAKE, SW-505	EA	4	$5,000.00	$20,000.00	$5,270.00	$21,080.00	$6,000.00	$24,000.00	$5,200.00	$20,800.00	$7,000.00	$28,000.00
6.06	6010-B	INTAKE, SW-506, MODIFIED	EA	4	$10,000.00	$40,000.00	$14,550.00	$58,200.00	$10,000.00	$40,000.00	$9,300.00	$37,200.00	$21,000.00	$84,000.00
6.07	6010-B	INTAKE, SW-512	EA	2	$1,100.00	$2,200.00	$2,530.00	$5,060.00	$2,000.00	$4,000.00	$2,200.00	$4,400.00	$5,000.00	$10,000.00
6.08	6010-E	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4	$2,500.00	$10,000.00	$250.00	$1,000.00	$1,500.00	$6,000.00	$1,975.00	$7,900.00	$3,000.00	$12,000.00
6.09	6010-H	REMOVE MANHOLE, SANITARY	EA	4	$1,000.00	$4,000.00	$700.00	$2,800.00	$1,000.00	$4,000.00	$1,500.00	$6,000.00	$1,000.00	$4,000.00
6.10	6010-H	REMOVE INTAKE	EA	4	$1,000.00	$4,000.00	$700.00	$2,800.00	$1,000.00	$4,000.00	$1,500.00	$6,000.00	$1,000.00	$4,000.00
DIVISION 7 - STREETS AND RELATED WORK														
7.01	7010-A	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	4,677	$65.00	$304,005.00	$80.00	$374,160.00	$72.00	$336,744.00	$68.00	$318,036.00	$77.00	$360,129.00
7.02	7020-B	PAVEMENT, HMA 3 IN.	SY	64	$20.00	$1,280.00	$80.00	$5,120.00	$100.00	$6,400.00	$110.00	$7,040.00	$150.00	$9,600.00
7.03	7030-A	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2053	$15.00	$30,795.00	$15.00	$30,795.00	$11.00	$22,583.00	$11.00	$22,583.00	$12.00	$24,636.00
7.04	7030-E	SIDEWALK, PCC, 4 IN.	SY	960	$50.00	$48,000.00	$50.00	$48,000.00	$50.00	$48,000.00	$45.00	$43,200.00	$45.00	$43,200.00
7.05	7030-E	SIDEWALK, PCC, 6 IN.	SY	53	$80.00	$4,240.00	$165.00	$8,745.00	$155.00	$8,215.00	$146.00	$7,738.00	$146.00	$7,738.00
7.06	7030-G	DETECTABLE WARNINGS, POLYMER	SF	87	$55.00	$4,785.00	$50.00	$4,350.00	$60.00	$5,220.00	$50.00	$4,350.00	$50.00	$4,350.00
7.07	7030-H-1	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950	$75.00	$71,250.00	$75.00	$71,250.00	$55.00	$52,250.00	$50.00	$47,500.00	$50.00	$47,500.00
7.08	7040-H	PAVEMENT REMOVAL	SY	3861	$15.00	$57,915.00	$12.00	$46,332.00	$12.00	$46,332.00	$15.00	$57,915.00	$15.00	$57,915.00
7.09	7040-999-A	PLASTIC CONCRETE TESTING	LS	1	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$7,000.00	$7,000.00	$6,500.00	$6,500.00	$7,000.00	$7,000.00

					Engineer's Estimate		Absolute Concrete Construction Inc.		Halbrook Excavating		Rognes Group		Racoon Valley Contractors	
DIVISION 8 - TRAFFIC CONTROL														
8.01	8020-C	PAINTED PAVEMENT MARKING, DURABLE	STA	18.96	$350.00	$6,636.00	$350.00	$6,636.00	$400.00	$7,584.00	$350.00	$6,636.00	$360.00	$6,825.60
8.02	8020-M	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96	$30.00	$568.80	$150.00	$2,844.00	$175.00	$3,318.00	$150.00	$2,844.00	$154.00	$2,919.84
8.03	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	$10,000.00	$10,000.00	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$13,900.00	$13,900.00	$14,000.00	$14,000.00
8.04	8030-999-A	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	$150.00	$3,000.00	$100.00	$2,000.00	$120.00	$2,400.00	$100.00	$2,000.00	$103.00	$2,060.00
8.05	8999-A	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8	$250.00	$2,000.00	$300.00	$2,400.00	$350.00	$2,800.00	$300.00	$2,400.00	$300.00	$2,400.00
DIVISION 9 - SITE WORK AND LANDSCAPING														
9.01	9010-A	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.6	$3,500.00	$2,100.00	$750.00	$450.00	$850.00	$510.00	$750.00	$450.00	$750.00	$450.00
9.02	9010-A	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.6	$3,500.00	$2,100.00	$2,400.00	$1,440.00	$2,750.00	$1,650.00	$2,400.00	$1,440.00	$2,400.00	$1,440.00
9.03	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	200	$35.00	$7,000.00	$8.00	$1,600.00	$15.00	$3,000.00	$20.00	$4,000.00	$8.00	$1,600.00
9.04	9040-Q-2	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.2	$4,500.00	$5,400.00	$3,500.00	$4,200.00	$3,500.00	$4,200.00	$3,000.00	$3,600.00	$3,000.00	$3,600.00
9.05	9040-T-1	INLET PROTECTION DEVICE, DROP-IN	EA	16	$200.00	$3,200.00	$200.00	$3,200.00	$200.00	$3,200.00	$175.00	$2,800.00	$175.00	$2,800.00
9.06	9040-T-2	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4	$200.00	$800.00	$100.00	$400.00	$85.00	$340.00	$75.00	$300.00	$75.00	$300.00
9.07	9040-T-3	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48	$100.00	$4,800.00	$40.00	$1,920.00	$45.00	$2,160.00	$40.00	$1,920.00	$40.00	$1,920.00
9.08	9040-T-4	INLET PROTECTION DEVICE, AREA INTAKE	EA	2	$200.00	$400.00	$150.00	$300.00	$175.00	$350.00	$150.00	$300.00	$150.00	$300.00
DIVISION 11 - MISCELLANEOUS														
11.01	11,020-A	MOBILIZATION	LS	1	$98,710.20	$98,710.20	$150,000.00	$150,000.00	$69,661.00	$69,661.00	$22,434.00	$22,434.00	$383,426.00	$383,426.00
11.02	11,030-B	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	$5,000.00	$5,000.00	$6,200.00	$6,200.00	$7,500.00	$7,500.00	$2,500.00	$2,500.00	$6,000.00	$6,000.00
11.03	11,040-B	TEMPORARY GRANULAR SIDEWALK	SY	944	$100.00	$94,400.00	$20.00	$18,880.00	$25.00	$23,600.00	$15.00	$14,160.00	$21.00	$19,824.00
11.04	11,040-999-A	TEMPORARY PEDESTRIAN RAMP	EA	4	$5,000.00	$20,000.00	$2,500.00	$10,000.00	$2,000.00	$8,000.00	$650.00	$2,600.00	$3,000.00	$12,000.00
11.05	11,050-A	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$4,000.00	$4,000.00
11.06	11,999-A	ORANGE MESH SAFETY FENCE	LS	1	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00
				TOTAL AMOUNT BID		$1,890,000.00		$1,816,990.10		$1,915,000.00		*$1,994,500.00*		$3,090,567.44

**Numbers in italics indicate an irregularity in the contractor's original bid form*

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1", 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 SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1

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 SE 3rd Street Utility Improvements - Phase 1, described in the plans and specifications heretofore adopted by this Council on January 18, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

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

Amount of bid: **$1,816,990.10**

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 18th day of January, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1", 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 SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1

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 SE 3rd Street Utility Improvements - Phase 1, 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: **Absolute Concrete Construction Inc.** of **Slater, Iowa**

Amount of bid: **$1,816,990.10**

Bond surety: _____

Date of bond: _____

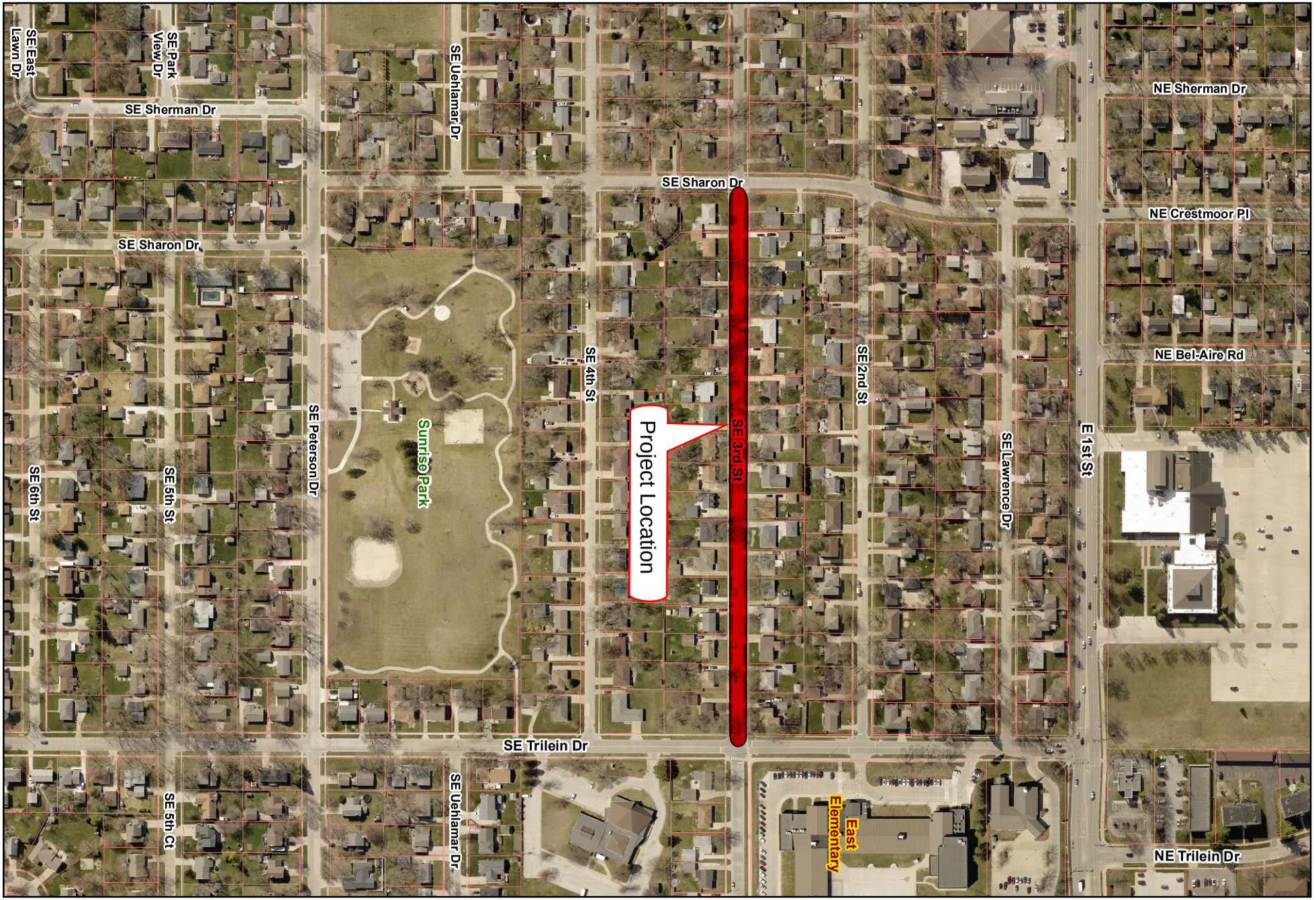
Portion of project: All construction work

PASSED AND APPROVED this **18th** day of **January**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk



city of Ankeny
bringing it all together

SE 3rd Street Utility Improvements - Phase 1

Map is for Locational Purposes Only.

W S N E

1 in = 300 ft

Date: 12/13/2021

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 18th day of January, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Concrete Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

SE 3rd STREET UTILITY IMPROVEMENTS – PHASE 1

The SE 3rd Street Utility Improvements – Phase 1 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3rd Street between SE Sharon Drive and SE Trilein Drive.

The improvements include approximately 4,670 SY of 8" thick PCC street pavement, 1,250 LF of sanitary sewer, 1,250 LF of water main, 1,350 LF of storm sewer, 2,400 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, 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 Eight Hundred Sixteen Thousand Nine Hundred Ninety and 10/100 DOLLARS ($1,816,990.10), 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 **one hundred sixty (160) 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, Five Hundred Dollars ($1,500.00) 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 one hundred sixty (160) working days, an enhancement of payment in the amount of One Thousand, Five Hundred Dollars ($1,500.00) per working day remaining within the one hundred sixty (160) working day deadline, up to a maximum of Thirty-seven Thousand Five Hundred Dollars ($37,500.00) 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:

Absolute Concrete Construction, Inc.
Contractor

By: _____
Signature

Vice President
Title

1000 West 6TH Ave
Street Address

Slater, IA 50244
City, State, Zip Code

(515) 497-6140
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number CDB60-62 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 12TH day of January, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Drew Roberts and ___, to me known, who, being by me duly sworn, did say that they are the Vice President, 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 Drew Roberts and ___ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Eli Hartog

Notary Public in and for the State of Iowa
My commission expires March 28TH, 2024

NOTARIAL SEAL IOWA
JOHN ELI HARTOG
Commission Number 809747
My Commission Expires
03.28.24

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				
2.01	CLEARING AND GRUBBING	LS	1	$15,000.00	$15,000.00
2.02	TOPSOIL, OFF-SITE	CY	316	$65.00	$20,540.00
2.03	EXCAVATION, CLASS 10	CY	592	$25.00	$14,800.00
2.04	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5556	$4.00	$22,224.00
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	1389	$6.00	$8,334.00
2.06	SUBBASE, MODIFIED	SY	5556	$12.00	$66,672.00
2.07	COMPACTION TESTING	LS	1	$5,000.00	$5,000.00
	TRENCH AND TRENCHLESS CONSTRUCTION				
3.01	TRENCH COMPACTION TESTING	LS	1	$5,000.00	$5,000.00
	SEWERS AND DRAINS				
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA	LF	1249	$95.00	$118,655.00
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA	LF	104	$57.00	$5,928.00
4.03	STORM SEWER, TRENCHED, RCP, 36 IN. DIA	LF	1249	$106.00	$132,394.00
4.04	STORM SEWER, TRENCHED, RCAP, 48 IN. ARCH. DIA.	LF	18	$242.85	$4,371.30
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1044	$68.00	$70,992.00
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1255	$30.00	$37,650.00
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3	$550.00	$1,650.00
4.08	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99	$15.00	$1,485.00
4.09	FOOTING DRAIN COLLECTOR/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA	LF	2399	$26.70	$64,053.30
4.10	TEMPORARY SUBDRAIN CAP	EA	2	$60.00	$120.00
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA	EA	14	$180.00	$2,520.00
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36	$625.00	$22,500.00

	WATER MAIN AND APPURTENANCES				
5.01	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	1253	$40.00	$50,120.00
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1	$475.00	$475.00
5.03	FITTING, UNION, 4" X 4"	EA	1	$425.00	$425.00
5.04	FITTING, UNION, 8"X 8".	EA	1	$576.00	$576.00
5.05	FITTING, 22.5 DEG., 8 IN.	EA	2	$545.25	$1,090.50
5.06	FITTING, 45 DEG., 8 IN.	EA	2	$550.00	$1,100.00
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18	$915.00	$16,470.00
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18	$915.00	$16,470.00
5.09	REMOVAL OF WATER MAIN	LF	1256	$22.50	$28,260.00
5.10	WATER MAIN, TEMPORARY, PEX, 2IN. DIA.	LF	2948	$16.00	$47,168.00
5.11	VALVE, GATE, 8 IN.	EA	5	$1,725.00	$8,625.00
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3	$4,300.00	$12,900.00
5.13	VALVE BOX REPLACEMENT	EA	2	$540.00	$1,080.00
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1	$200.00	$200.00
5.15	VALVE REMOVAL	EA	2	$250.00	$500.00
	STRUCTURES FOR SANITARY AND STORM SEWER				
6.01	MANHOLE, SW-301, 48"	EA	3	$9,800.00	$29,400.00
6.02	MANHOLE, SW-303, 48"	EA	1	$10,525.00	$10,525.00
6.03	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1	$12,405.00	$12,405.00
6.04	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	1	$14,150.00	$14,150.00
6.05	INTAKE, SW-505	EA	4	$5,270.00	$21,080.00
6.06	INTAKE, SW-506, MODIFIED	EA	4	$14,550.00	$58,200.00
6.07	INTAKE, SW-512	EA	2	$2,530.00	$5,060.00
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4	$250.00	$1,000.00
6.09	REMOVE MANHOLE, SANITARY	EA	4	$700.00	$2,800.00
6.10	REMOVE INTAKE	EA	4	$700.00	$2,800.00
	STREETS AND RELATED WORK				
7.01	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	4677	$80.00	$374,160.00
7.02	PAVEMENT, HMA 3 IN.	SY	64	$80.00	$5,120.00
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2053	$15.00	$30,795.00

7.04	SIDEWALK, PCC, 4 IN.	SY	960	$50.00	$48,000.00
7.05	SIDEWALK, PCC, 6 IN.	SY	53	$165.00	$8,745.00
7.06	DETECTABLE WARNINGS, POLYMER	SF	87	$50.00	$4,350.00
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950	$75.00	$71,250.00
7.08	PAVEMENT REMOVAL	SY	3861	$12.00	$46,332.00
7.09	PLASTIC CONCRETE TESTING	LS	1	$10,000.00	$10,000.00
	TRAFFIC CONTROL				
8.01	PAINTED PAVEMENT MARKING, DURABLE	STA	18.96	$350.00	$6,636.00
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96	$150.00	$2,844.00
8.03	TEMPORARY TRAFFIC CONTROL	LS	1	$20,000.00	$20,000.00
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	$100.00	$2,000.00
8.05	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8	$300.00	$2,400.00
	SITE WORK AND LANDSCAPING				
9.01	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 0	AC	0.6	$750.00	$450.00
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.6	$2,400.00	$1,440.00
9.03	STABILIZED CONSTRUCTION ENTRANCE	SY	200	$8.00	$1,600.00
9.04	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.2	$3,500.00	$4,200.00
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	16	$200.00	$3,200.00
9.06	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4	$100.00	$400.00
9.07	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48	$40.00	$1,920.00
9.08	INLET PROTECTION DEVICE, AREA INTAKE	EA	2	$150.00	$300.00
	MISCELLANEOUS				
11.01	MOBILIZATION	LS	1	$150,000.00	$150,000.00
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	$6,200.00	$6,200.00
11.03	TEMPORARY GRANULAR SIDEWALK	SY	944	$20.00	$18,880.00
11.04	TEMPORARY PEDESTRIAN RAMP	EA	4	$2,500.00	$10,000.00
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1	$3,000.00	$3,000.00
11.06	ORANGE MESH SAFETY FENCE	LS	1	$20,000.00	$20,000.00

TOTAL AMOUNT BID = **$1,816,990.10**

Bond No. NIA3762

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million Eight Hundred Sixteen Thousand Nine Hundred Ninety and 10/100 DOLLARS ($1,816,990.10), 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 18th day of January, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

SE 3rd STREET UTILITY IMPROVEMENTS – PHASE 1

The SE 3rd Street Utility Improvements – Phase 1 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3rd Street between SE Sharon Drive and SE Trilein Drive.

The improvements include approximately 4,670 SY of 8" thick PCC street pavement, 1,250 LF of sanitary sewer, 1,250 LF of water main, 1,350 LF of storm sewer, 2,400 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, 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 18th day of January, 20 22.

Surety Countersigned By:

Signature of Agent

Abigail R. Mohr
Printed Name of Agent

Arthur J. Gallagher Risk Management Services
Company Name

4200 Corporate Drive, Suite 160
Company Address

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

515-309-6200
Company Telephone Number

PRINCIPAL:

Absolute Concrete Construction, Inc.
Contractor

By:
Signature

Vice President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By:
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.
Company Name

P. O. Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-243-8171
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

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

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

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 23rd day of April , 2021 .

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

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of January , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2022

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 497752997 **REVISION NUMBER:**

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

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

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

Re: SE 3rd Street Utility Improvements - Phase 1 project

The City of Ankeny is an additional insured on a primary and non contributory basis on the General Liability policy per form CG 3085 (10/19) and on the Auto Liability policy per form AP 0401 (10/17).

CERTIFICATE HOLDER

City of Ankeny
220 W 1st St
Ankeny IA 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Insured Contract Extension - Railroad Property and Construction Contracts

M. [X] Construction Project General Aggregate Limits

N. [X] Fellow Employee Coverage

O. [X] Care, Custody or Control

P. [X] Electronic Data Liability Coverage

Q. [X] Consolidated Insurance Program Residual Liability Coverage

R. [X] Automatic Additional Insureds – Managers or Lessors of Premises

S. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

T. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

U. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

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

is deleted and replaced with the following:

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

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

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

1. Your acts or omissions; or

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

C. AUTOMATIC WAIVER OF SUBROGATION

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

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

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

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

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

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

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

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

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

F. BROADENED MOBILE EQUIPMENT

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

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

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

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

H. NONEMPLOYMENT DISCRIMINATION

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

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

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

SECTION V - DEFINITIONS , is amended to include:

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

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

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

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

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

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

I. LIQUOR LIABILITY

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

J. BROADENED CONDITIONS

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

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

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

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

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

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

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

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

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

   a. Property owned, used or occupied by or rented to the additional insured; or

   b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

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

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

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

9. "Insured Contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

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

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

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

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

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

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

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

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

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

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

O. CARE, CUSTODY OR CONTROL

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

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

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

P. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense

incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to **Section V – DEFINITIONS** :

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

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

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

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

Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

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

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

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

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

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

R. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

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

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

This insurance does not apply to:

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

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

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

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

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

T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

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

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

U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

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

1. Your acts or omissions; or

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

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

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

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

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

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

2. Supervisory, inspection or engineering services.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION

IF YOU ARE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, WHICH IS EXECUTED BEFORE A LOSS, TO WAIVE YOUR RIGHTS OF RECOVERY FROM OTHERS, WE AGREE TO WAIVE OUR RIGHTS OF RECOVERY.

THIS WAIVER OF RIGHTS APPLIES TO ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER, BUT SHALL NOT BE CONSTRUED TO BE A WAIVER WITH RESPECT TO ANY OTHER OPERATIONS IN WHICH THE INSURED HAS NO CONTRACTUAL INTEREST.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/03/2021 Policy No. WC3705238 Endorsement No.

Insured **ABSOLUTE CONCRETE CONSTRUCTION**

Premium $ **Incl.**

Insurance Company **BITCO General Insurance Corporation**

Countersigned by _____

WC 00 03 13

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BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

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

1 - Broad Form Named Insured
2 - Automatic Waiver of Subrogation
3 - Automatic Additional Insured
4 - Primary and Noncontributory - Other Insurance Condition
5 - Unintentional Failure to Disclose Hazards
6 - Extended Notice of Cancellation, Non-Renewal
7 - When We Do Not Renew
8 - Notice of Knowledge of Accident or Loss
9 - Employees as Insured
10 - Employee Hired Autos
11 - Bodily Injury Extension
12 - Hired Auto Physical Damage
13 - Enhanced Supplementary Payments
14 - Fellow Employee Coverage for Designated Positions
15 - Physical Damage – Transportation Expenses
16 - Rental Reimbursement Coverage
17 - Loan/Lease Gap Coverage
18 - Accidental Air Bag Discharge Coverage
19 - Glass Repair – Waiver of Deductible

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph **d.** is added:

d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

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

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

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS, is amended to add Item **B.9.**:

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

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

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS, Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

(1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments **(2)** and **(4)** are replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

(1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **d.** is added.

d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 30 days.

(c) Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred; or

(2) $50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed $2,500 for any one vehicle or $25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions. This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 2022-05: Proposed NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard

EXECUTIVE SUMMARY:

The NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project includes widening NW 36th Street from a 2-lane urban roadway to a 4-lane urban roadway with left turn lanes from approximately 600 feet west of NW Ash Drive to approximately 600 feet east of North Ankeny Boulevard. The project also includes eastbound right turn lanes on NW 36th Street at NW Ash Drive and North Ankeny Boulevard and a northbound right turn lane on NW Ash Drive at NW 36th Street.

The improvements include replacing the existing traffic signal at North Ankeny Boulevard and adding a new traffic signal at NW Ash Drive, approximately 16,500 SY of 9” thick PCC street pavement, 1,020 SY of 8” PCC street pavement, 2,800 LF of water main, 620 LF of storm sewer, 3,150 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC controllers, conflict monitors, ATC cabinets with accessories, 48V LED modules, and fiber optic hub cabinet for contractor installation.

The bid opening for this project was held on Tuesday, January 11, 2022. Four (4) bids were received as follows:

1. Absolute Concrete Construction, Inc. $3,996,224.75

2. Sternquist Construction $4,209,994.00

3. Concrete Technologies, Inc. $4,298,894.15

4. Alliance Construction Group, LLC $4,849,762.25

The Engineer's Estimate for the project was $3,833,383.00. The bids ranged from approximately 4% above to 26% above the estimate. Public Works staff reviewed the bid results both internally and with the project's engineering consultant. Absolute Concrete Construction, Inc. completed the SE 8th Street Reconstruction - Phase 2 project in 2021 for the City of Ankeny. It is recommended that the project be awarded to Absolute Concrete Construction, Inc. of Slater, Iowa.

Pending project approval and award by the City Council, the Contractor shall fully complete the entire project within one hundred forty (140) working days. The project shall begin no earlier than March 28, 2022 and no later than April 18, 2022.

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 ($3,833,383.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

3. Receive and file the report of bids received on January 11, 2022.

4. Approve Resolution, making award of construction contract to Absolute Concrete Construction, Inc. of Slater, Iowa.

5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of $3,996,224.75.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 20, 2021: The City Council approved a Resolution ordering construction and setting the bid opening date as January 11, 2022, and setting the public hearing date as January 18, 2022.

PUBLIC OUTREACH EFFORTS:

A Project Information Meeting for the adjacent property owners, businesses, and residents was held on September 8, 2021. Property owners, businesses, and residents will receive periodic update letters during the construction phase. Additionally, periodic updates will be posted on the City's interactive construction map website for the general public.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-05.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2022-05 **5:30 P.M.** **JANUARY 18, 2022**

PROPOSED NW 36TH STREET WIDENING – NW ASH DRIVE TO N ANKENY BLVD

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 Widening – NW Ash Drive to N Ankeny Blvd project. Notice of this hearing was published in the Des Moines Register on the 30th day of December 2021.

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 2022-05.

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 WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD", 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 WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD

WHEREAS, on the **20th** day of **December**, **2021**, 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 Widening - NW Ash Drive to North Ankeny Boulevard; 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 18th day of January, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **JANUARY 11, 2021**

NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BLVD

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW 36th Street Widening – NW Ash Drive to North Ankeny Blvd project in accordance with the Plans and Specifications prepared by Snyder & Associates, Inc.

Mark Mueller, Public Works Director

Project Estimate of Cost $3,833,383.00

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1)	✓	Concrete Technologies 1001 SE 37th St Grimes IA 50111	$4,298,894.15	✓
2)	✓	Absolute Concrete PO Box 148 Slater IA 50244	$3,996,224.75	✓
3)	✓	Alliance Construction 9400 Plum Dr. Urbandale, IA	$4,849,762.25	✓
4)	✓	Sternquist 1110 N 14th St Indianola IA	$4,209,994.00	✓
5)				
6)				

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of January 18, 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 Widening - NW Ash Drive to North Ankeny Boulevard
City of Ankeny
Project No.: 120.1005.01
Bid Date/Time: January 11, 2022 at 10:30 AM

				ENGINEER'S ESTIMATE		1 ABSOLUTE CONCRETE CONSTRUCTION INC., SLATER, IA		2 STERNQUIST CONSTRUCTION INDIANOLA, IA		3 CONCRETE TECHNOLOGIES INC. GRIMES, IA		4 ALLIANCE CONSTRUCTION GROUP LLC, URBANDALE, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	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	UNIT	42.5	$ 150.00	$ 6,375.00	$ 155.00	$ 6,587.50	$ 210.00	$ 8,925.00	$ 210.00	$ 8,925.00	$ 225.00	$ 9,562.50
2.2	Topsoil, On-site, 6 Inch Depth	CY	3244	$ 12.00	$ 38,928.00	$ 18.00	$ 58,392.00	$ 18.90	$ 61,311.60	$ 19.00	$ 61,636.00	$ 18.50	$ 60,014.00
2.3	Excavation, Class 10	CY	7125	$ 12.00	$ 85,500.00	$ 10.00	$ 71,250.00	$ 10.50	$ 74,812.50	$ 10.50	$ 74,812.50	$ 10.50	$ 74,812.50
2.4	Subgrade Preparation, 6 Inch Depth	SY	14836	$ 2.50	$ 37,090.00	$ 2.50	$ 37,090.00	$ 2.70	$ 40,057.20	$ 2.60	$ 38,573.60	$ 2.75	$ 40,799.00
2.5	Subgrade Preparation, 12 Inch Depth	SY	5379	$ 4.00	$ 21,516.00	$ 4.00	$ 21,516.00	$ 4.20	$ 22,591.80	$ 4.20	$ 22,591.80	$ 4.25	$ 22,860.75
2.6	Subgrade Treatment, Geogrid, Triangular	SY	2000	$ 6.00	$ 12,000.00	$ 6.00	$ 12,000.00	$ 6.30	$ 12,600.00	$ 6.30	$ 12,600.00	$ 6.25	$ 12,500.00
2.7	Subbase, Modified, 8 Inch Depth	SY	15527	$ 12.00	$ 186,324.00	$ 13.00	$ 201,851.00	$ 13.70	$ 212,719.90	$ 13.50	$ 209,614.50	$ 13.50	$ 209,614.50
2.8	Subbase, Modified, 12 Inch Depth	SY	130	$ 16.00	$ 2,080.00	$ 28.00	$ 3,640.00	$ 29.40	$ 3,822.00	$ 29.50	$ 3,835.00	$ 30.00	$ 3,900.00
2.9	Compaction Testing	LS	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 5,250.00	$ 5,250.00	$ 5,250.00	$ 5,250.00	$ 5,500.00	$ 5,500.00
	TRENCH EXCAVATION AND BACKFILL												
3.1	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 1,500.00	$ 1,500.00	$ 5,250.00	$ 5,250.00	$ 5,250.00	$ 5,250.00	$ 16,000.00	$ 16,000.00
	SEWERS AND DRAINS												
4.1	Storm Sewer, Trenched, RCP, 15 Inch Diameter	LF	448	$ 100.00	$ 44,800.00	$ 60.00	$ 26,880.00	$ 138.60	$ 62,092.80	$ 140.00	$ 62,720.00	$ 135.00	$ 60,480.00
4.2	Storm Sewer, Trenched, RCP, 24 Inch Diameter	LF	16	$ 150.00	$ 2,400.00	$ 100.00	$ 1,600.00	$ 186.90	$ 2,990.40	$ 190.00	$ 3,040.00	$ 185.00	$ 2,960.00
4.3	Storm Sewer, Trenched, RCP, 30 Inch Diameter	LF	132	$ 200.00	$ 26,400.00	$ 110.00	$ 14,520.00	$ 217.40	$ 28,696.80	$ 215.00	$ 28,380.00	$ 215.00	$ 28,380.00
4.4	Storm Sewer, Trenched, RCP, 36 Inch Diameter	LF	16	$ 250.00	$ 4,000.00	$ 120.00	$ 1,920.00	$ 363.30	$ 5,812.80	$ 365.00	$ 5,840.00	$ 360.00	$ 5,760.00
4.5	Storm Sewer, Trenched, RCAP, 29 Inch x 18 Inch Diameter	LF	8	$ 225.00	$ 1,800.00	$ 150.00	$ 1,200.00	$ 396.90	$ 3,175.20	$ 400.00	$ 3,200.00	$ 390.00	$ 3,120.00
4.6	Removal of Storm Sewer, Less Than 36 Inch Diameter	LF	440	$ 30.00	$ 13,200.00	$ 20.00	$ 8,800.00	$ 37.80	$ 16,632.00	$ 38.00	$ 16,720.00	$ 37.00	$ 16,280.00
4.7	Subdrain, Corrugated PVC, Type 1, 6 Inch Diameter	LF	3153	$ 20.00	$ 63,060.00	$ 12.00	$ 37,836.00	$ 25.20	$ 79,455.60	$ 13.00	$ 40,989.00	$ 19.00	$ 59,907.00
4.8	Subdrain Cleanout, Type A-1, 6 Inch Diameter	EA	1	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 1,155.00	$ 1,155.00	$ 450.00	$ 450.00	$ 675.00	$ 675.00
4.9	Subdrain Outlets and Connections, Outlet to Structure	EA	38	$ 350.00	$ 13,300.00	$ 350.00	$ 13,300.00	$ 313.00	$ 11,894.00	$ 370.00	$ 14,060.00	$ 475.00	$ 18,050.00
	WATER MAIN AND APPURTENANCES												
5.1	Water Main, Trenched, PVC, 12 Inch Diameter	LF	2615	$ 80.00	$ 209,200.00	$ 80.00	$ 209,200.00	$ 94.50	$ 247,117.50	$ 95.00	$ 248,425.00	$ 92.00	$ 240,580.00
5.2	Water Main, Trenched, PVC, 10 Inch Diameter	LF	40	$ 100.00	$ 4,000.00	$ 75.00	$ 3,000.00	$ 96.60	$ 3,864.00	$ 96.50	$ 3,860.00	$ 95.00	$ 3,800.00
5.3	Water Main, Trenched, PVC, 8 Inch Diameter	LF	85	$ 100.00	$ 8,500.00	$ 70.00	$ 5,950.00	$ 86.10	$ 7,318.50	$ 86.00	$ 7,310.00	$ 85.00	$ 7,225.00
5.4	Water Main, Trenchless, PVC, 10 Inch Diameter	LF	50	$ 200.00	$ 10,000.00	$ 300.00	$ 15,000.00	$ 247.80	$ 12,390.00	$ 250.00	$ 12,500.00	$ 250.00	$ 12,500.00
5.5	Fitting, By Weight	LB	1858	$ 15.00	$ 27,870.00	$ 12.00	$ 22,296.00	$ 16.80	$ 31,214.40	$ 17.00	$ 31,586.00	$ 20.00	$ 37,160.00
5.6	Valve, Gate, 12 Inch Diameter	EA	4	$ 3,000.00	$ 12,000.00	$ 4,000.00	$ 16,000.00	$ 4,620.00	$ 18,480.00	$ 4,620.00	$ 18,480.00	$ 4,500.00	$ 18,000.00
5.7	Valve, Gate, 10 Inch Diameter	EA	1	$ 2,500.00	$ 2,500.00	$ 3,500.00	$ 3,500.00	$ 3,465.00	$ 3,465.00	$ 3,465.00	$ 3,465.00	$ 3,500.00	$ 3,500.00
5.8	Valve, Gate, 8 Inch Diameter	EA	1	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 2,415.00	$ 2,415.00	$ 2,415.00	$ 2,415.00	$ 2,400.00	$ 2,400.00
5.9	Valve, Gate, 6 Inch Diameter, Auxiliary	EA	1	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 1,680.00	$ 1,680.00	$ 1,680.00	$ 1,680.00	$ 1,700.00	$ 1,700.00
5.10	Tapping Valve Assembly, 10 Inch	EA	1	$ 4,500.00	$ 4,500.00	$ 7,500.00	$ 7,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00
5.11	Service Saddle Tap, 2 Inch Diameter	EA	1	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00
5.12	Fire Hydrant Assembly	EA	2	$ 6,500.00	$ 13,000.00	$ 5,500.00	$ 11,000.00	$ 7,035.00	$ 14,070.00	$ 7,035.00	$ 14,070.00	$ 7,000.00	$ 14,000.00
5.13	Valve Box Extension	EA	4	$ 500.00	$ 2,000.00	$ 500.00	$ 2,000.00	$ 1,050.00	$ 4,200.00	$ 1,050.00	$ 4,200.00	$ 1,100.00	$ 4,400.00
5.14	Fire Hydrant Adjustment	EA	1	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 6,405.00	$ 6,405.00	$ 6,405.00	$ 6,405.00	$ 6,400.00	$ 6,400.00
5.15	Valve Removal	EA	2	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 1,050.00	$ 2,100.00	$ 1,050.00	$ 2,100.00	$ 1,100.00	$ 2,200.00
5.16	Removal of Water Main, Less Than or Equal to 12 Inch Diameter	LF	77	$ 25.00	$ 1,925.00	$ 20.00	$ 1,540.00	$ 49.50	$ 3,811.50	$ 49.50	$ 3,811.50	$ 49.00	$ 3,773.00
5.17	Filling and Plugging Water Main, 12 Inch Diameter	LF	93	$ 25.00	$ 2,325.00	$ 50.00	$ 4,650.00	$ 38.90	$ 3,617.70	$ 39.00	$ 3,627.00	$ 38.00	$ 3,534.00
5.18	Fire Hydrant Removal	EA	2	$ 1,000.00	$ 2,000.00	$ 500.00	$ 1,000.00	$ 1,890.00	$ 3,780.00	$ 1,890.00	$ 3,780.00	$ 2,000.00	$ 4,000.00
5.19	Reinstall Fire Hydrant	EA	2	$ 3,000.00	$ 6,000.00	$ 1,500.00	$ 3,000.00	$ 2,205.00	$ 4,410.00	$ 2,205.00	$ 4,410.00	$ 2,200.00	$ 4,400.00
5.20	Irrigation Sleeving, Trenchless HDPE, 3 Inch Diameter	LF	445	$ 45.00	$ 20,025.00	$ 45.00	$ 20,025.00	$ 60.00	$ 26,700.00	$ 26.50	$ 11,792.50	$ 65.00	$ 28,925.00
5.21	12 Inch Ground Box	EA	4	$ 600.00	$ 2,400.00	$ 1,000.00	$ 4,000.00	$ 600.00	$ 2,400.00	$ 630.00	$ 2,520.00	$ 600.00	$ 2,400.00
	STRUCTURES FOR SANITARY AND STORM												
6.1	Manhole, SW-401, 48 Inch Diameter	EA	4	$ 4,500.00	$ 18,000.00	$ 3,500.00	$ 14,000.00	$ 6,300.00	$ 25,200.00	$ 6,300.00	$ 25,200.00	$ 6,300.00	$ 25,200.00
6.2	Manhole, SW-401, 60 Inch Diameter	EA	2	$ 6,000.00	$ 12,000.00	$ 5,000.00	$ 10,000.00	$ 9,135.00	$ 18,270.00	$ 9,135.00	$ 18,270.00	$ 9,000.00	$ 18,000.00
6.3	Manhole, SW-401, 72 Inch Diameter	EA	1	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 14,700.00	$ 14,700.00	$ 14,770.00	$ 14,770.00	$ 14,500.00	$ 14,500.00
6.4	Intake, SW-501	EA	4	$ 4,000.00	$ 16,000.00	$ 3,000.00	$ 12,000.00	$ 4,830.00	$ 19,320.00	$ 4,830.00	$ 19,320.00	$ 4,800.00	$ 19,200.00
6.5	Intake, SW-502, Top	EA	1	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 3,675.00	$ 3,675.00	$ 3,675.00	$ 3,675.00	$ 3,600.00	$ 3,600.00
6.6	Intake, SW-503	EA	2	$ 5,000.00	$ 10,000.00	$ 4,500.00	$ 9,000.00	$ 8,190.00	$ 16,380.00	$ 8,190.00	$ 16,380.00	$ 8,000.00	$ 16,000.00
6.7	Intake, SW-505	EA	6	$ 6,000.00	$ 36,000.00	$ 4,000.00	$ 24,000.00	$ 7,350.00	$ 44,100.00	$ 7,350.00	$ 44,100.00	$ 7,300.00	$ 43,800.00
6.8	Intake, SW-506, Modified	EA	1	$ 8,000.00	$ 8,000.00	$ 8,500.00	$ 8,500.00	$ 15,225.00	$ 15,225.00	$ 15,225.00	$ 15,225.00	$ 15,000.00	$ 15,000.00
6.9	Intake Adjustment, Minor	EA	7	$ 1,500.00	$ 10,500.00	$ 500.00	$ 3,500.00	$ 2,625.00	$ 18,375.00	$ 2,625.00	$ 18,375.00	$ 2,600.00	$ 18,200.00
6.10	Manhole Adjustment, Major	EA	3	$ 3,500.00	$ 10,500.00	$ 1,500.00	$ 4,500.00	$ 7,560.00	$ 22,680.00	$ 7,560.00	$ 22,680.00	$ 7,500.00	$ 22,500.00
6.11	Intake Adjustment, Major	EA	3	$ 3,500.00	$ 10,500.00	$ 1,500.00	$ 4,500.00	$ 5,460.00	$ 16,380.00	$ 5,460.00	$ 16,380.00	$ 5,500.00	$ 16,500.00
6.12	Connection to Existing Intake	EA	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 6,825.00	$ 6,825.00	$ 6,825.00	$ 6,825.00	$ 6,800.00	$ 6,800.00
6.13	Remove Manhole	EA	4	$ 1,000.00	$ 4,000.00	$ 1,500.00	$ 6,000.00	$ 2,310.00	$ 9,240.00	$ 2,310.00	$ 9,240.00	$ 2,300.00	$ 9,200.00
6.14	Remove Intake	EA	11	$ 1,000.00	$ 11,000.00	$ 1,500.00	$ 16,500.00	$ 2,100.00	$ 23,100.00	$ 2,100.00	$ 23,100.00	$ 2,100.00	$ 23,100.00
	STREETS AND RELATED WORK												
7.1	Pavement, PCC, Class C-SUD, 9 Inch Depth	SY	16445	$ 70.00	$ 1,151,150.00	$ 80.00	$ 1,315,600.00	$ 75.00	$ 1,233,375.00	$ 82.75	$ 1,360,823.75	$ 90.00	$ 1,480,050.00
7.2	Pavement, PCC, Class C-SUD, 8 Inch Depth	SY	1003	$ 68.00	$ 68,204.00	$ 85.00	$ 85,255.00	$ 90.00	$ 90,270.00	$ 103.75	$ 104,061.25	$ 95.00	$ 95,285.00
7.3	Curb and Gutter, 2.5 Foot Width, 9 Inch Thickness	LF	45	$ 40.00	$ 1,800.00	$ 80.00	$ 3,600.00	$ 83.50	$ 3,757.50	$ 38.00	$ 1,710.00	$ 54.00	$ 2,430.00
7.4	Beam Curb	LF	337	$ 40.00	$ 13,480.00	$ 30.00	$ 10,110.00	$ 34.50	$ 11,626.50	$ 31.50	$ 10,615.50	$ 71.00	$ 23,927.00
7.5	Concrete Median, 6 Inch Depth	SY	669	$ 100.00	$ 66,900.00	$ 80.00	$ 53,520.00	$ 87.10	$ 58,269.90	$ 73.50	$ 49,171.50	$ 105.00	$ 70,245.00
7.6	Concrete Median, Doweled, 6 Inch Depth	SY	154	$ 100.00	$ 15,400.00	$ 150.00	$ 23,100.00	$ 107.10	$ 16,493.40	$ 84.00	$ 12,936.00	$ 180.00	$ 27,720.00
7.7	PCC Pavement Samples and Testing	LS	1	$ 25,000.00	$ 25,000.00	$ 16,000.00	$ 16,000.00	$ 10,000.00	$ 10,000.00	$ 11,025.00	$ 11,025.00	$ 35,000.00	$ 35,000.00
7.8	Removal of Sidewalk	SY	2089	$ 10.00	$ 20,890.00	$ 12.00	$ 25,068.00	$ 12.60	$ 26,321.40	$ 12.50	$ 26,112.50	$ 12.50	$ 26,112.50
7.9	Removal of Driveway	SY	1759	$ 15.00	$ 26,385.00	$ 12.00	$ 21,108.00	$ 12.60	$ 22,163.40	$ 12.50	$ 21,987.50	$ 12.50	$ 21,987.50
7.10	Sidewalk, PCC, 6 Inch Depth	SY	267	$ 75.00	$ 20,025.00	$ 60.00	$ 16,020.00	$ 100.10	$ 26,726.70	$ 54.50	$ 14,551.50	$ 73.00	$ 19,491.00
7.11	Sidewalk, PCC, 5 Inch Depth	SY	990	$ 55.00	$ 54,450.00	$ 50.00	$ 49,500.00	$ 41.60	$ 41,184.00	$ 52.50	$ 51,975.00	$ 68.00	$ 67,320.00
7.12	Sidewalk, PCC, 4 Inch Depth	SY	809	$ 50.00	$ 40,450.00	$ 50.00	$ 40,450.00	$ 38.10	$ 30,822.90	$ 48.50	$ 39,236.50	$ 63.00	$ 50,967.00
7.13	Sidewalk, PCC, Colored and Textured Concrete, 6 Inch	SY	185	$ 125.00	$ 23,125.00	$ 150.00	$ 27,750.00	$ 189.00	$ 34,965.00	$ 157.50	$ 29,137.50	$ 165.00	$ 30,525.00
7.14	Detectable Warning, Galvanized Steel	SF	415	$ 60.00	$ 24,900.00	$ 55.00	$ 22,825.00	$ 52.50	$ 21,787.50	$ 52.50	$ 21,787.50	$ 52.00	$ 21,580.00
7.15	Driveway, Paved, PCC, 7 Inch Depth	SY	808	$ 60.00	$ 48,480.00	$ 80.00	$ 64,640.00	$ 53.40	$ 43,147.20	$ 63.00	$ 50,904.00	$ 75.00	$ 60,600.00
7.16	Driveway, Granular, 6 Inch	TON	25	$ 50.00	$ 1,250.00	$ 45.00	$ 1,125.00	$ 47.30	$ 1,182.50	$ 47.50	$ 1,187.50	$ 50.00	$ 1,250.00
7.17	Pavement Removal	SY	3004	$ 12.00	$ 36,048.00	$ 16.00	$ 48,064.00	$ 16.80	$ 50,467.20	$ 17.00	$ 51,068.00	$ 17.00	$ 51,068.00
7.18	Curb and Gutter Removal	LF	3461	$ 10.00	$ 34,610.00	$ 20.00	$ 69,220.00	$ 21.00	$ 72,681.00	$ 21.00	$ 72,681.00	$ 21.00	$ 72,681.00
	TRAFFIC CONTROL												
8.1	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1	$ 220,000.00	$ 220,000.00	$ 230,000.00	$ 230,000.00	$ 233,900.00	$ 233,900.00	$ 233,875.00	$ 233,875.00	$ 260,000.00	$ 260,000.00
8.2	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LS	1	$ 275,000.00	$ 275,000.00	$ 255,000.00	$ 255,000.00	$ 260,400.00	$ 260,400.00	$ 260,400.00	$ 260,400.00	$ 275,000.00	$ 275,000.00
8.3	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1	$ 15,000.00	$ 15,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 5,775.00	$ 5,775.00	$ 5,700.00	$ 5,700.00
8.4	Painted Pavement Markings, Durable	STA	243	$ 125.00	$ 30,375.00	$ 100.00	$ 24,300.00	$ 105.00	$ 25,515.00	$ 105.00	$ 25,515.00	$ 130.00	$ 31,590.00
8.5	Wet, Retroreflective Removable Tape Markings	STA	44	$ 200.00	$ 8,800.00	$ 140.00	$ 6,160.00	$ 147.00	$ 6,468.00	$ 147.00	$ 6,468.00	$ 230.00	$ 10,120.00
8.6	Painted Symbols and Legends, Durable	EA	32	$ 225.00	$ 7,200.00	$ 225.00	$ 7,200.00	$ 236.30	$ 7,561.60	$ 236.00	$ 7,552.00	$ 165.00	$ 5,280.00
8.7	Raised Pavement Markers	EA	245	$ 25.00	$ 6,125.00	$ 9.50	$ 2,327.50	$ 10.00	$ 2,450.00	$ 10.00	$ 2,450.00	$ 11.00	$ 2,695.00
8.8	Pavement Markings Removed	STA	147	$ 100.00	$ 14,700.00	$ 85.00	$ 12,495.00	$ 90.00	$ 13,230.00	$ 89.50	$ 13,156.50	$ 42.00	$ 6,174.00
8.9	Symbols and Legends Removed	EA	11	$ 200.00	$ 2,200.00	$ 125.00	$ 1,375.00	$ 132.00	$ 1,452.00	$ 131.50	$ 1,446.50	$ 105.00	$ 1,155.00
8.10	Grooves Cut for Pavement Markings	STA	200	$ 50.00	$ 10,000.00	$ 85.00	$ 17,000.00	$ 90.00	$ 18,000.00	$ 89.50	$ 17,900.00	$ 57.00	$ 11,400.00
8.11	Grooves Cut for Symbols and Legends	EA	32	$ 125.00	$ 4,000.00	$ 125.00	$ 4,000.00	$ 132.00	$ 4,224.00	$ 131.50	$ 4,208.00	$ 126.00	$ 4,032.00
8.12	Temporary Traffic Control	LS	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 42,000.00	$ 42,000.00	$ 42,000.00	$ 42,000.00	$ 90,000.00	$ 90,000.00
8.13	Flagger	CDAY	30	$ 550.00	$ 16,500.00	$ 750.00	$ 22,500.00	$ 1,050.00	$ 31,500.00	$ 620.00	$ 18,600.00	$ 750.00	$ 22,500.00
8.14	Portable Dynamic Message Sign (PDMS)	CDAY	70	$ 300.00	$ 21,000.00	$ 100.00	$ 7,000.00	$ 105.00	$ 7,350.00	$ 105.00	$ 7,350.00	$ 170.00	$ 11,900.00
8.15	Fiber Optic Cable, 96-CNT	LF	3130	$ 3.50	$ 10,955.00	$ 3.00	$ 9,390.00	$ 3.20	$ 10,016.00	$ 3.20	$ 10,016.00	$ 3.25	$ 10,172.50
8.16	Conduit, Fiber Optic, Blue HDPE, 2 Inch Diameter	LF	2660	$ 14.00	$ 37,240.00	$ 12.00	$ 31,920.00	$ 12.60	$ 33,516.00	$ 12.50	$ 33,250.00	$ 12.50	$ 33,250.00
8.17	Fiber Optic Splice	EA	102	$ 65.00	$ 6,630.00	$ 55.00	$ 5,610.00	$ 57.80	$ 5,895.60	$ 58.00	$ 5,916.00	$ 60.00	$ 6,120.00
8.18	Type III Handhole, 36 Inch x 24 Inch x 30 Inch	EA	1	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00	$ 1,260.00	$ 1,260.00	$ 1,260.00	$ 1,260.00	$ 1,250.00	$ 1,250.00
8.19	Type IV Handhole, 48 Inch x 30 Inch x 36 Inch	EA	3	$ 2,000.00	$ 6,000.00	$ 1,500.00	$ 4,500.00	$ 1,575.00	$ 4,725.00	$ 1,575.00	$ 4,725.00	$ 1,600.00	$ 4,800.00
8.20	Splice Case	EA	1	$ 1,000.00	$ 1,000.00	$ 650.00	$ 650.00	$ 682.50	$ 682.50	$ 685.00	$ 685.00	$ 675.00	$ 675.00
8.21	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	1	$ 800.00	$ 800.00	$ 121.00	$ 121.00	$ 128.00	$ 128.00	$ 127.00	$ 127.00	$ 125.00	$ 125.00
8.22	Fiber Enclosure, 4 Panel Capacity, CCH-02U	EA	1	$ 1,000.00	$ 1,000.00	$ 450.00	$ 450.00	$ 472.50	$ 472.50	$ 475.00	$ 475.00	$ 475.00	$ 475.00
8.23	CCH Panel, 12 Ct, CCH-CP12-A9-P03RH	EA	1	$ 700.00	$ 700.00	$ 550.00	$ 550.00	$ 577.50	$ 577.50	$ 575.00	$ 575.00	$ 575.00	$ 575.00
8.24	CCH Cassette, 12 Ct, CCH-CS12-A9-POORE	EA	3	$ 700.00	$ 2,100.00	$ 498.00	$ 1,494.00	$ 522.90	$ 1,568.70	$ 525.00	$ 1,575.00	$ 525.00	$ 1,575.00
8.25	Fiber Hub Cabinet Footing	EA	1	$ 2,000.00	$ 2,000.00	$ 1,800.00	$ 1,800.00	$ 1,890.00	$ 1,890.00	$ 1,890.00	$ 1,890.00	$ 1,900.00	$ 1,900.00
8.26	Fiber Hub Cabinet, 12" Riser	LS	1	$ 2,000.00	$ 2,000.00	$ 950.00	$ 950.00	$ 997.50	$ 997.50	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
8.27	Traffic Signs, Removals and Installation	LS	1	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 15,750.00	$ 15,750.00	$ 15,750.00	$ 15,750.00	$ 9,500.00	$ 9,500.00
	SITE WORK AND LANDSCAPING												
9.1	Conventional Seeding and Fertilizing, Type 4	AC	3.6	$ 1,500.00	$ 5,400.00	$ 750.00	$ 2,700.00	$ 367.50	$ 1,323.00	$ 370.00	$ 1,332.00	$ 375.00	$ 1,350.00
9.2	Conventional Seeding and Fertilizing, Type 6	AC	3.6	$ 1,500.00	$ 5,400.00	$ 2,500.00	$ 9,000.00	$ 1,995.00	$ 7,182.00	$ 1,995.00	$ 7,182.00	$ 2,000.00	$ 7,200.00
9.3	Sod	SQ	9	$ 100.00	$ 900.00	$ 200.00	$ 1,800.00	$ 80.00	$ 720.00	$ 79.00	$ 711.00	$ 200.00	$ 1,800.00
9.4	Filter Sock, 9 Inch Diameter	LF	5435	$ 4.00	$ 21,740.00	$ 2.75	$ 14,946.25	$ 1.90	$ 10,326.50	$ 1.85	$ 10,054.75	$ 2.00	$ 10,870.00
9.5	Filter Socks, Removal	LF	5435	$ 1.50	$ 8,152.50	$ 0.50	$ 2,717.50	$ 0.30	$ 1,630.50	$ 0.30	$ 1,630.50	$ 0.50	$ 2,717.50
9.6	Erosion Control Mulching, Hydromulching, BFM	AC	7.2	$ 3,500.00	$ 25,200.00	$ 3,500.00	$ 25,200.00	$ 3,465.00	$ 24,948.00	$ 3,465.00	$ 24,948.00	$ 3,500.00	$ 25,200.00
9.7	Inlet Protection Device, Surface-Applied	EA	28	$ 200.00	$ 5,600.00	$ 185.00	$ 5,180.00	$ 157.50	$ 4,410.00	$ 160.00	$ 4,480.00	$ 175.00	$ 4,900.00
9.8	Inlet Protection Device, Drop-in	EA	38	$ 200.00	$ 7,600.00	$ 200.00	$ 7,600.00	$ 157.50	$ 5,985.00	$ 160.00	$ 6,080.00	$ 175.00	$ 6,650.00
9.9	Inlet Protection Device, Maintenance	EA	76	$ 50.00	$ 3,800.00	$ 40.00	$ 3,040.00	$ 47.30	$ 3,594.80	$ 50.00	$ 3,800.00	$ 50.00	$ 3,800.00
9.10	Combined Concrete Sidewalk and Retaining Wall	CY	39	$ 800.00	$ 31,200.00	$ 450.00	$ 17,550.00	$ 1,050.00	$ 40,950.00	$ 1,315.00	$ 51,285.00	$ 800.00	$ 31,200.00
	MISCELLANEOUS												
11.1	Mobilization	LS	1	$ 200,000.50	$ 200,000.50	$ 280,000.00	$ 280,000.00	$ 232,000.00	$ 232,000.00	$ 242,750.00	$ 242,750.00	$ 450,000.00	$ 450,000.00
11.2	Temporary Granular Sidewalk	SY	300	$ 40.00	$ 12,000.00	$ 20.00	$ 6,000.00	$ 21.00	$ 6,300.00	$ 21.00	$ 6,300.00	$ 21.00	$ 6,300.00
11.3	Concrete Washout, Roll-off Container	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 9,000.00	$ 9,000.00	$ 8,765.00	$ 8,765.00	$ 10,000.00	$ 10,000.00
11.4	Remove, Salvage, and Relocate Mailbox	EA	2	$ 1,000.00	$ 2,000.00	$ 1,750.00	$ 3,500.00	$ 1,000.00	$ 2,000.00	$ 750.00	$ 1,500.00	$ 1,100.00	$ 2,200.00
			TOTAL BID:		$ 3,833,383.00		$ 3,996,224.75		$ 4,209,994.00		$ 4,298,894.15		$ 4,849,762.25
			BID SECURITY:				10%		10%		10%		10%

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW 36TH STREET WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD", 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 WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD

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 Widening - NW Ash Drive to North Ankeny Boulevard, described in the plans and specifications heretofore adopted by this Council on January 18, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Absolute Concrete Construction Inc.** of **Slater, Iowa**

Amount of bid: **$3,996,224.75**

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 18th day of January, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW 36TH STREET WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD", 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 WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD

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 Widening - NW Ash Drive to North Ankeny Boulevard, 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: **Absolute Concrete Construction, Inc.** of **Slater, Iowa**

Amount of bid: **$3,996,224.75**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **18th** day of **January**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 18th day of January, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Concrete Construction Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD

The NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project includes widening NW 36th Street from a 2-lane urban roadway to a 4-lane urban roadway with left turn lanes from approximately 600 feet west of NW Ash Drive to approximately 600 feet east of North Ankeny Boulevard. The project also includes eastbound right turn lanes on NW 36th Street at NW Ash Drive and North Ankeny Boulevard and a northbound right turn lane on NW Ash Drive at NW 36th Street.

The improvements include replacing the existing traffic signal at North Ankeny Boulevard and adding a new traffic signal at NW Ash Drive, approximately 16,500 SY of 9" thick PCC street pavement, 1,020 SY of 8" PCC street pavement, 2,800 LF of water main, 620 LF of storm sewer, 3,150 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC controllers, conflict monitors, ATC cabinets with accessories, 48V LED modules, and fiber optic hub cabinet for contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of THREE MILLION NINE HUNDRED NINETY SIX THOUSAND TWO HUNDRED TWENTY FOUR DOLLARS AND 75 CENTS ($3,996,224.75), 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 **one hundred forty (140) working days.** Full completion for the overall project shall be defined as all utility, grading, pavement, and traffic signalization 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, Five Hundred Dollars ($1,500.00) per working day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Absolute Concrete Construction, Inc.
Contractor

By: _____
Signature

Vice President
Title

1000 W. 6th Ave.
Street Address

Slater, IA 50244
City, State, Zip Code

515-497-6140
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 8 6 0 - 6 2 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Story County)

On this 12 day of January, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Drew Roberts and _____, to me known, who, being by me duly sworn, did say that they are the Vice President, 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 Drew Roberts and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
JOHN ELI HARTOG
Commission Number 809747
My Commission Expires
03.28.24

Eli Hartog
Notary Public in and for the State of Iowa
My commission expires March 28, 2024

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				
2.01	Clearing and Grubbing	UNIT	42.5	$ 155.00	$ 6,587.50
2.02	Topsoil, On-site, 6 Inch Depth	CY	3,244	$ 18.00	$ 58,392.00
2.03	Excavation, Class 10	CY	7,125	$ 10.00	$ 71,250.00
2.04	Subgrade Preparation, 6 Inch Depth	SY	14,836	$ 2.50	$ 37,090.00
2.05	Subgrade Preparation, 12 Inch Depth	SY	5,379	$ 4.00	$ 21,516.00
2.06	Subgrade Treatment, Geogrid, Triangular	SY	2,000	$ 6.00	$ 12,000.00
2.07	Subbase, Modified, 8 Inch Depth	SY	15,527	$ 13.00	$ 201,851.00
2.08	Subbase, Modified, 12 Inch Depth	SY	130	$ 28.00	$ 3,640.00
2.09	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00
	TRENCH EXCAVATION AND BACKFILL				
3.01	Trench Compaction Testing	LS	1	$ 1,500.00	$ 1,500.00
	SEWERS AND DRAINS				
4.01	Storm Sewer, Trenched, RCP, 15 Inch Diameter	LF	448	$ 60.00	$ 26,880.00
4.02	Storm Sewer, Trenched, RCP, 24 Inch Diameter	LF	16	$ 100.00	$ 1,600.00
4.03	Storm Sewer, Trenched, RCP, 30 Inch Diameter	LF	132	$ 110.00	$ 14,520.00
4.04	Storm Sewer, Trenched, RCP, 36 Inch Diameter	LF	16	$ 120.00	$ 1,920.00
4.05	Storm Sewer, Trenched, RCAP, 29 Inch x 18 Inch Diameter	LF	8	$ 150.00	$ 1,200.00
4.06	Removal of Storm Sewer, Less Than 36 Inch Diameter	LF	440	$ 20.00	$ 8,800.00
4.07	Subdrain, Corrugated PVC, Type 1, 6 Inch Diameter	LF	3,153	$ 12.00	$ 37,836.00
4.08	Subdrain Cleanout, Type A-1, 6 Inch Diameter	EA	1	$ 500.00	$ 500.00
4.09	Subdrain Outlets and Connections, Outlet to Structure	EA	38	$ 350.00	$ 13,300.00
	WATER MAINS AND APPURTENANCES				
5.01	Water Main, Trenched, PVC, 12 Inch Diameter	LF	2,615	$ 80.00	$ 209,200.00

5.02	Water Main, Trenched, PVC, 10 Inch Diameter	LF	40	$ 75.00	$ 3,000.00
5.03	Water Main, Trenched, PVC, 8 Inch Diameter	LF	85	$ 70.00	$ 5,950.00
5.04	Water Main, Trenchless, PVC, 10 Inch Diameter	LF	50	$ 300.00	$ 15,000.00
5.05	Fitting, By Weight	LB	1,858	$ 12.00	$ 22,296.00
5.06	Valve, Gate, 12 Inch Diameter	EA	4	$ 4,000.00	$ 16,000.00
5.07	Valve, Gate, 10 Inch Diameter	EA	1	$ 3,500.00	$ 3,500.00
5.08	Valve, Gate, 8 Inch Diameter	EA	1	$ 3,000.00	$ 3,000.00
5.09	Valve, Gate, 6 Inch Diameter, Auxiliary	EA	1	$ 2,500.00	$ 2,500.00
5.10	Tapping Valve Assembly, 10 Inch	EA	1	$ 7,500.00	$ 7,500.00
5.11	Service Saddle Tap, 2 Inch Diameter	EA	1	$ 2,500.00	$ 2,500.00
5.12	Fire Hydrant Assembly	EA	2	$ 5,500.00	$ 11,000.00
5.13	Valve Box Extension	EA	4	$ 500.00	$ 2,000.00
5.14	Fire Hydrant Adjustment	EA	1	$ 1,500.00	$ 1,500.00
5.15	Valve Removal	EA	2	$ 500.00	$ 1,000.00
5.16	Removal of Water Main, Less Than or Equal to 12 Inch Diameter	LF	77	$ 20.00	$ 1,540.00
5.17	Filling and Plugging Water Main, 12 Inch Diameter	LF	93	$ 50.00	$ 4,650.00
5.18	Fire Hydrant Removal	EA	2	$ 500.00	$ 1,000.00
5.19	Reinstall Fire Hydrant	EA	2	$ 1,500.00	$ 3,000.00
5.20	Irrigation Sleeving, Trenchless HDPE, 3 Inch Diameter	EA	445	$ 45.00	$ 20,025.00
5.21	12 Inch Ground Box	EA	4	$ 1,000.00	$ 4,000.00
	STRUCTURES FOR SANITARY & STORM SEWERS				
6.01	Manhole, SW-401, 48 Inch Diameter	EA	4	$ 3,500.00	$ 14,000.00
6.02	Manhole, SW-401, 60 Inch Diameter	EA	2	$ 5,000.00	$ 10,000.00
6.03	Manhole, SW-401, 72 Inch Diameter	EA	1	$ 8,000.00	$ 8,000.00
6.04	Intake, SW-501	EA	4	$ 3,000.00	$ 12,000.00
6.05	Intake, SW-502, Top	EA	1	$ 2,500.00	$ 2,500.00
6.06	Intake, SW-503	EA	2	$ 4,500.00	$ 9,000.00
6.07	Intake, SW-505	EA	6	$ 4,000.00	$ 24,000.00
6.08	Intake, SW-506, Modified	EA	1	$ 8,500.00	$ 8,500.00
6.09	Intake Adjustment, Minor	EA	7	$ 500.00	$ 3,500.00
6.10	Manhole Adjustment, Major	EA	3	$ 1,500.00	$ 4,500.00

6.11	Intake Adjustment, Major	EA	3	$ 1,500.00	$ 4,500.00
6.12	Connection to Existing Intake	EA	1	$ 1,500.00	$ 1,500.00
6.13	Remove Manhole	EA	4	$ 1,500.00	$ 6,000.00
6.14	Remove Intake	EA	11	$ 1,500.00	$ 16,500.00
	STREETS & RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9 Inch Depth	SY	16,445	$ 80.00	$ 1,315,600.00
7.02	Pavement, PCC, Class C-SUD, 8 Inch Depth	SY	1,003	$ 85.00	$ 85,255.00
7.03	Curb and Gutter, 2.5 Foot Width, 9 Inch Thickness	LF	45	$ 80.00	$ 3,600.00
7.04	Beam Curb	LF	337	$ 30.00	$ 10,110.00
7.05	Concrete Median, 6 Inch Depth	SY	669	$ 80.00	$ 53,520.00
7.06	Concrete Median, Doweled, 6 Inch Depth	SY	154	$ 150.00	$ 23,100.00
7.07	PCC Pavement Samples and Testing	LS	1	$ 16,000.00	$ 16,000.00
7.08	Removal of Sidewalk	SY	2,089	$ 12.00	$ 25,068.00
7.09	Removal of Driveway	SY	1,759	$ 12.00	$ 21,108.00
7.10	Sidewalk, PCC, 6 Inch Depth	SY	267	$ 60.00	$ 16,020.00
7.11	Sidewalk, PCC, 5 Inch Depth	SY	990	$ 50.00	$ 49,500.00
7.12	Sidewalk, PCC, 4 Inch Depth	SY	809	$ 50.00	$ 40,450.00
7.13	Sidewalk, PCC, Colored and Textured Concrete, 6 Inch	SY	185	$ 150.00	$ 27,750.00
7.14	Detectable Warning, Galvanized Steel	SF	415	$ 55.00	$ 22,825.00
7.15	Driveway, Paved, PCC, 7 Inch Depth	SY	808	$ 80.00	$ 64,640.00
7.16	Driveway, Granular, 6 Inch	TON	25	$ 45.00	$ 1,125.00
7.17	Pavement Removal	SY	3,004	$ 16.00	$ 48,064.00
7.18	Curb and Gutter Removal	LF	3,461	$ 20.00	$ 69,220.00
	TRAFFIC				
8.01	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1	$ 230,000.00	$ 230,000.00
8.02	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LS	1	$ 255,000.00	$ 255,000.00
8.03	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1	$ 6,000.00	$ 6,000.00
8.04	Painted Pavement Markings, Durable	STA	243	$ 100.00	$ 24,300.00
8.05	Wet, Retroreflective Removable Tape Markings	STA	44	$ 140.00	$ 6,160.00
8.06	Painted Symbols and Legends, Durable	EA	32	$ 225.00	$ 7,200.00
8.07	Raised Pavement Markers	EA	245	$ 9.50	$ 2,327.50

8.08	Pavement Markings Removed	STA	147	$ 85.00	$ 12,495.00
8.09	Symbols and Legends Removed	EA	11	$ 125.00	$ 1,375.00
8.10	Grooves Cut for Pavement Markings	STA	200	$ 85.00	$ 17,000.00
8.11	Grooves Cut for Symbols and Legends	EA	32	$ 125.00	$ 4,000.00
8.12	Temporary Traffic Control	LS	1	$ 50,000.00	$ 50,000.00
8.13	Flagger	CDAY	30	$ 750.00	$ 22,500.00
8.14	Portable Dynamic Message Sign (PDMS)	CDAY	70	$ 100.00	$ 7,000.00
8.15	Fiber Optic Cable, 96-CNT	LF	3,130	$ 3.00	$ 9,390.00
8.16	Conduit, Fiber Optic, Blue HDPE, 2 Inch Diameter	LF	2,660	$ 12.00	$ 31,920.00
8.17	Fiber Optic Splice	EA	102	$ 55.00	$ 5,610.00
8.18	Type III Handhole, 36 Inch x 24 Inch x 30 Inch	EA	1	$ 1,200.00	$ 1,200.00
8.19	Type IV Handhole, 48 Inch x 30 Inch x 36 Inch	EA	3	$ 1,500.00	$ 4,500.00
8.20	Splice Case	EA	1	$ 650.00	$ 650.00
8.21	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	1	$ 121.00	$ 121.00
8.22	Fiber Enclosure, 4 Panel Capacity, CCH-02U	EA	1	$ 450.00	$ 450.00
8.23	CCH Panel, 12 Ct, CCH-CP12-A9-P03RH	EA	1	$ 550.00	$ 550.00
8.24	CCH Cassette, 12 Ct, CCH-CS12-A9-POORE	EA	3	$ 498.00	$ 1,494.00
8.25	Fiber Hub Cabinet Footing	EA	1	$ 1,800.00	$ 1,800.00
8.26	Fiber Hub Cabinet, 12" Riser	LS	1	$ 950.00	$ 950.00
8.27	Traffic Signs, Removals and Installation	LS	1	$ 20,000.00	$ 20,000.00
	SITE WORK & LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	3.6	$ 750.00	$ 2,700.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	3.6	$ 2,500.00	$ 9,000.00
9.03	Sod	SQ	9	$ 200.00	$ 1,800.00
9.04	Filter Sock, 9 Inch Diameter	LF	5,435	$ 2.75	$ 14,946.25
9.05	Filter Socks, Removal	LF	5,435	$ 0.50	$ 2,717.50
9.06	Erosion Control Mulching, Hydromulching, BFM	AC	7.2	$ 3,500.00	$ 25,200.00
9.07	Inlet Protection Device, Surface-Applied	EA	28	$ 185.00	$ 5,180.00
9.08	Inlet Protection Device, Drop-in	EA	38	$ 200.00	$ 7,600.00
9.09	Inlet Protection Device, Maintenance	EA	76	$ 40.00	$ 3,040.00
9.10	Combined Concrete Sidewalk and Retaining Wall	CY	39	$ 450.00	$ 17,550.00

	MISCELLANEOUS				
11.01	Mobilization	LS	1	$ 280,000.00	$ 280,000.00
11.02	Temporary Granular Sidewalk	SY	300	$ 20.00	$ 6,000.00
11.03	Concrete Washout, Roll-off Container	LS	1	$ 10,000.00	$ 10,000.00
11.04	Remove, Salvage, and Relocate Mailbox	EA	2	$ 1,750.00	$ 3,500.00

TOTAL CONTRACT AMOUNT = **$3,996,224.75**

Bond No. NIA3761

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of THREE MILLION NINE HUNDRED NINETY SIX THOUSAND TWO HUNDRED TWENTY FOUR DOLLARS AND SEVENTY FIVE CENTS ($3,996,224.75), 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 18th day of January, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD

The NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project includes widening NW 36th Street from a 2-lane urban roadway to a 4-lane urban roadway with left turn lanes from approximately 600 feet west of NW Ash Drive to approximately 600 feet east of North Ankeny Boulevard. The project also includes eastbound right turn lanes on NW 36th Street at NW Ash Drive and North Ankeny Boulevard and a northbound right turn lane on NW Ash Drive at NW 36th Street.

The improvements include replacing the existing traffic signal at North Ankeny Boulevard and adding a new traffic signal at NW Ash Drive, approximately 16,500 SY of 9" thick PCC street pavement, 1,020 SY of 8" PCC street pavement, 2,800 LF of water main, 620 LF of storm sewer, 3,150 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC controllers, conflict monitors, ATC cabinets with accessories, 48V LED modules, and fiber optic hub cabinet 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.

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 18th day of January, 20 22.

Surety Countersigned By:

Signature of Agent

Abigail R. Mohr
Printed Name of Agent

Arthur J. Gallagher Risk Management Services
Company Name

4200 Corporate Drive, Suite 160
Company Address

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

515-309-6200
Company Telephone Number

PRINCIPAL:

Absolute Concrete Construction, Inc.
Contractor

By:
Signature

Vice President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By:
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.
Company Name

P. O. Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-243-8171
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

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

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

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 23rd day of April , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

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

By Larry Taylor
President

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

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of January , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
4200 Corporate Drive Ste 160
West Des Moines IA 50266

CONTACT NAME: JoLynda Hayes
PHONE (A/C, No, Ext): 515-309-6207 **FAX (A/C, No):** 515-457-8964
E-MAIL ADDRESS: JoLynda_Hayes@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO General Insurance Corporation	20095
INSURER B : Ironshore Specialty Insurance Co	25445
INSURER C : Cincinnati Casualty Company	28665
INSURER D : BITCO National Insurance Company	20109
INSURER E :	
INSURER F :	

INSURED
Absolute Concrete Construction, Inc.
PO Box 148
Slater, IA 50244

COVERAGES **CERTIFICATE NUMBER:** 1948051764 **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project

The City of Ankeny is an additional insured on a primary and non contributory basis on the General Liability policy per form CG 3085 (10/19) and on the Auto Liability policy per form AP 0401 (10/17).

CERTIFICATE HOLDER

City of Ankeny
220 W 1st St
Ankeny 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Insured Contract Extension - Railroad Property and Construction Contracts

M. [X] Construction Project General Aggregate Limits

N. [X] Fellow Employee Coverage

O. [X] Care, Custody or Control

P. [X] Electronic Data Liability Coverage

Q. [X] Consolidated Insurance Program Residual Liability Coverage

R. [X] Automatic Additional Insureds – Managers or Lessors of Premises

S. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

T. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

U. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

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

is deleted and replaced with the following:

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

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

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

1. Your acts or omissions; or

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

C. AUTOMATIC WAIVER OF SUBROGATION

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

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

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

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

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

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

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

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

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

F. BROADENED MOBILE EQUIPMENT

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

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

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

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

H. NONEMPLOYMENT DISCRIMINATION

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

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

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

SECTION V - DEFINITIONS , is amended to include:

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

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

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

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

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

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

I. LIQUOR LIABILITY

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

J. BROADENED CONDITIONS

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

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

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

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

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

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

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

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

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

a. Property owned, used or occupied by or rented to the additional insured; or

b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

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

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

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

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

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

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

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

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

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

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

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

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

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

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

O. CARE, CUSTODY OR CONTROL

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

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

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

P. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense

incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to **Section V – DEFINITIONS** :

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

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

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

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

Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

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

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

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

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

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

R. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

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

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

This insurance does not apply to:

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

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

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

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

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

T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

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

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

U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

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

1. Your acts or omissions; or

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

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

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

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

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

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

2. Supervisory, inspection or engineering services.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION

IF YOU ARE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, WHICH IS EXECUTED BEFORE A LOSS, TO WAIVE YOUR RIGHTS OF RECOVERY FROM OTHERS, WE AGREE TO WAIVE OUR RIGHTS OF RECOVERY.

THIS WAIVER OF RIGHTS APPLIES TO ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER, BUT SHALL NOT BE CONSTRUED TO BE A WAIVER WITH RESPECT TO ANY OTHER OPERATIONS IN WHICH THE INSURED HAS NO CONTRACTUAL INTEREST.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/03/2021 Policy No. WC3705238 Endorsement No.

Insured ABSOLUTE CONCRETE CONSTRUCTION

Premium $ Incl.

Insurance Company BITCO General Insurance Corporation

Countersigned by _____

WC 00 03 13

© 1983 National Council on Compensation Insurance.

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

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

1 - Broad Form Named Insured
2 - Automatic Waiver of Subrogation
3 - Automatic Additional Insured
4 - Primary and Noncontributory - Other Insurance Condition
5 - Unintentional Failure to Disclose Hazards
6 - Extended Notice of Cancellation, Non-Renewal
7 - When We Do Not Renew
8 - Notice of Knowledge of Accident or Loss
9 - Employees as Insured
10 - Employee Hired Autos
11 - Bodily Injury Extension
12 - Hired Auto Physical Damage
13 - Enhanced Supplementary Payments
14 - Fellow Employee Coverage for Designated Positions
15 - Physical Damage – Transportation Expenses
16 - Rental Reimbursement Coverage
17 - Loan/Lease Gap Coverage
18 - Accidental Air Bag Discharge Coverage
19 - Glass Repair – Waiver of Deductible

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph **d.** is added:

d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

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

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

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS, is amended to add Item **B.9.**:

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

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

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS, Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

(1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments **(2)** and **(4)** are replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

(1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **d.** is added.

d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 30 days.

(c) Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred; or

(2) $50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed $2,500 for any one vehicle or $25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions. This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

8/17/2021
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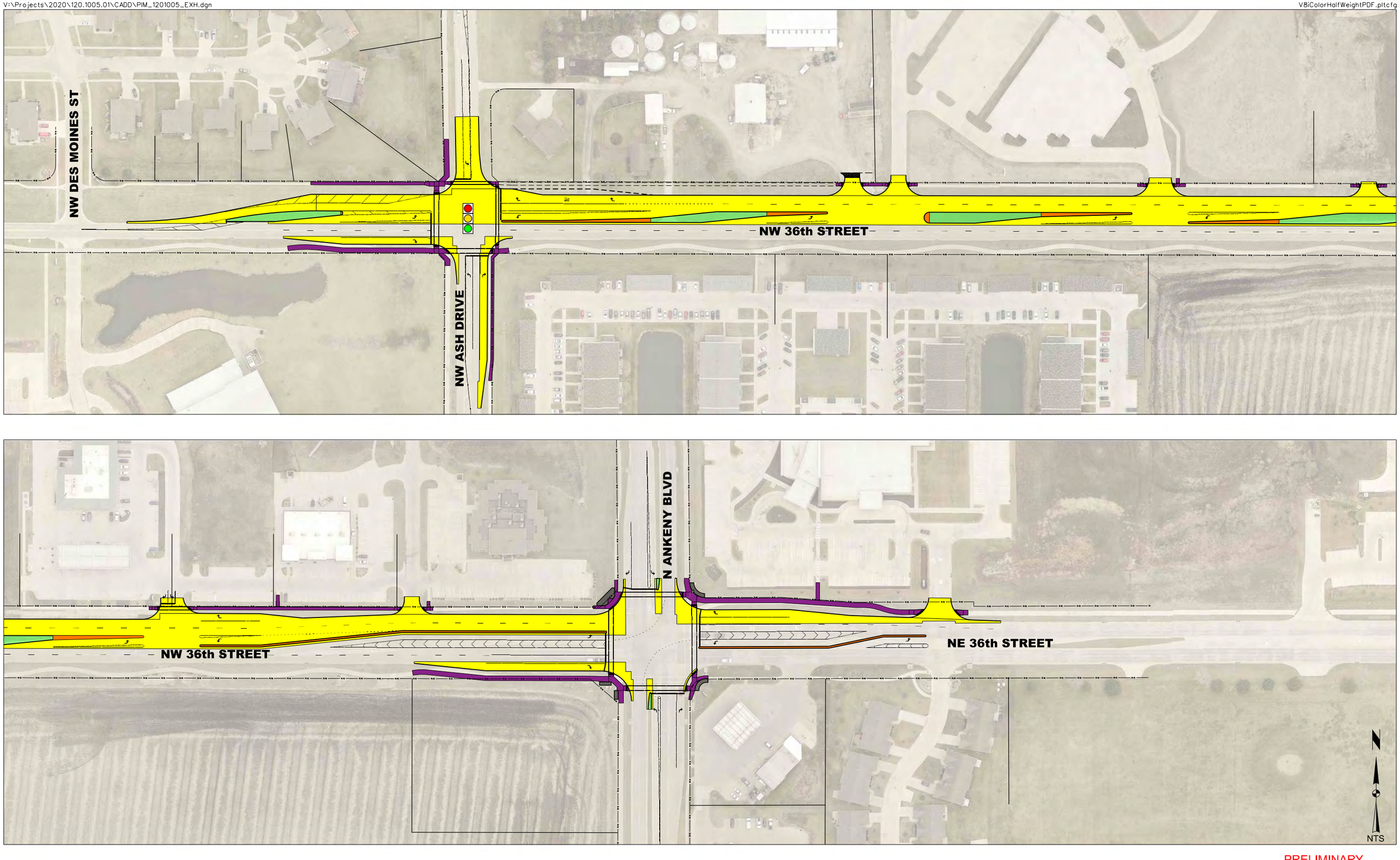

SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

NW 36th Street Widening -
NW Ash Drive to North Ankeny Boulevard
ANKENY, IA

LEGEND:
- PROPOSED PAVEMENT
- RAISED PAVED MEDIAN
- RAISED EARTH MEDIAN
- PROPOSED SIDEWALK
- PROPOSED TRAFFIC SIGNAL

PRELIMINARY
NOT FOR CONSTRUCTION

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 2022-06: ASR #3 - Bid Package #1 - Well Construction

EXECUTIVE SUMMARY:

ASR #3 - Bid Package #1 - Well Construction

The ASR #3 - Bid Package #1 - Well Construction project will include the construction of one aquifer storage and recovery well, including drilling, casing, grouting, mechanical integrity pressure testing, cement bond log, well development, test pumping, water quality testing, video record, disinfection, and other items as detailed in the Construction Documents.

The bid opening for this project was held on Tuesday, January 11, 2022. One (1) bid was received as follows:

1. Gingerich Well and Pump Service, LLC $3,234,033.00

The Engineer's Estimate for the project was $2,950,000.00. The bid was approximately 10% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant and Gingerich Well and Pump Service, LLC has completed several projects for clients of Fox Engineering in the past with positive results. It is recommended that the project be awarded to Gingerich Well and Pump Serivce, LLC of Kalona, 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 ($2,950,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the ASR #3 - Bid Package #1 - Well Construction Project.

3. Receive and file the report of bids received on January 11, 2022.

4. Approve Resolution, making award of construction contract to Gingerich Well and Pump Service, LLC of Kalona, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 6, 2021: The City Council approved a Resolution ordering construction and setting the bid opening date as January 11, 2022, and setting the public hearing date as January 18, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-06.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
RES - plans, specs

Bid Sheet
Bid Tabulation
RES - making award
Project Location Map

PUBLIC HEARING 2022-06 **5:30 P.M.** **JANUARY 18, 2022**

PROPOSED WELL NO. 7/ASR NO. 3 – BID PACKAGE 1 – WELL CONSTRUCTION

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 1 – Well Construction project. Notice of this hearing was published in the Des Moines Register on the 30th day of December 2021.

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 2022-06.

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 1 - WELL CONSTRUCTION", 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 1 - WELL CONSTRUCTION

WHEREAS, on the **6th** day of **December**, **2021**, 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 1 - Well Construction; 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 18th day of January, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **JANUARY 11, 2021**

WELL NO. 7/ASR NO. 3 – BID PACKAGE 1 – WELL CONSTRUCTION

The purpose of this meeting is to receive, open and tabulate bids for construction of the Well No. 7/ASR No. 3 – Bid Package 1 – Well Construction project in accordance with the Plans and Specifications prepared by Fox Strand.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $2,950,000.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (three) Acknowledged
1) ✓	Gingerich Well + Pump 1331 Hwy 1 Kalona IA 52247	$3,234,033-	✓
2)			
3)			
4)			
5)			
6)			

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (three) 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 January 18, 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 1
Well Construction
Ankeny, IA

BID DATE: January 11, 2022 at 10:30 AM
FOX PN: 3379-20A.440

	CONTRACTORS:			**Engineer's Opinion Probable Cost**		Gingerich Well & Pump Service, LLC 1331 Hwy 1 Kalona, IA 52247	
	CHECK OR BID BOND					Bid Bond	
ITEM NO.	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mob/Demob	LS	1	$ 325,900.00	$ 325,900.00	$ 375,000.00	$ 375,000.00
2	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	$ 5,500.00	$ 5,500.00	$ 25,000.00	$ 25,000.00
3	Well Water Pollution Prevention Plan (WWPPP)	LS	1	$ 66,740.00	$ 66,740.00	$ 105,000.00	$ 105,000.00
4	Drilled Hole & Surface Casing	LF	344	$ 1,045.00	$ 359,480.00	$ 565.00	$ 194,360.00
5	22" Drilled Hole	LF	1,794	$ 388.00	$ 696,072.00	$ 355.00	$ 636,870.00
6	Ream 22" Drilled Hole to 28" Drilled Hole	LF	473	$ 315.00	$ 148,995.00	$ 565.00	$ 267,245.00
7	24" Well Casing	LF	817	$ 385.00	$ 314,545.00	$ 310.00	$ 253,270.00
8	18" Well Casing	LF	1,321	$ 340.00	$ 449,140.00	$ 248.00	$ 327,608.00
9	Grouting Set-Up & Removal	LS	2	$ 32,948.00	$ 65,896.00	$ 45,000.00	$ 90,000.00
10	Grout Casing	Sacks	2,700	$ 30.00	$ 81,000.00	$ 42.00	$ 113,400.00
11	Mechanical Integrity Testing	LS	1	$ 5,500.00	$ 5,500.00	$ 20,000.00	$ 20,000.00
12	16" Drilled Hole	LF	332	$ 300.00	$ 99,600.00	$ 315.00	$ 104,580.00
13	Cement Bond Log	LS	1	$ 15,500.00	$ 15,500.00	$ 25,000.00	$ 25,000.00
14	Well Development Set-Up & Removal	LS	1	$ 33,550.00	$ 33,550.00	$ 43,000.00	$ 43,000.00
15	Well Development	HRS	48	$ 478.00	$ 22,944.00	$ 525.00	$ 25,200.00
16	Production Pump Test Set-Up & Removal	LS	1	$ 76,200.00	$ 76,200.00	$ 120,000.00	$ 120,000.00
17	Well Production Pump Test	HRS	72	$ 659.00	$ 47,448.00	$ 500.00	$ 36,000.00
18	Water Quality Testing	LS	1	$ 4,800.00	$ 4,800.00	$ 5,000.00	$ 5,000.00
19	Video Record of Completed Well	LS	1	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00
20	Well Disinfection	LS	1	$ 7,190.00	$ 7,190.00	$ 10,000.00	$ 10,000.00
21	Site Work and Restoration	LS	1	$ 11,000.00	$ 11,000.00	$ 354,000.00	$ 354,000.00
22	Sound Control	LS	1	$ 110,000.00	$ 110,000.00	$ 100,000.00	$ 100,000.00
	Total			**$**	**2,950,000.00**	**$**	**3,234,033.00**

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WELL NO. 7 / ASR NO. 3 - BID PACKAGE 1 - WELL CONSTRUCTION", 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 1 - WELL CONSTRUCTION

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 1 - Well Construction, described in the plans and specifications heretofore adopted by this Council on January 18, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Gingerich Well & Pump Service LLC** of **Kalona, Iowa**

Amount of bid: **$3,234,033.00**

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 18th day of January, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

ASR #3 - Bid Package #1 - Well Construction
Map is for Location Purposes Only

W
S
N
E

1 in = 150 ft

Date: 1/10/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 January 3, 2021, 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, January 3, 2022 5:30 PM
Ankeny Kirkendall Library - City Council Chambers
Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem
Council Members: Jeff Perry, Joe Ruddy, Kelly Whiting

Mayor Mark Holm called the meeting to order at 5:30 PM. Council Member Bobbi Bentz joined the meeting electronically. Council Members 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.

CEREMONY

1. The Oath of Office was administered to Mayor Mark Holm by City Clerk Hoy and to Council Members Joe Ruddy and Kelly Whiting by Mayor Holm.
2. Mayor Holm proclaimed January 17, 2022 as Martin Luther King Jr. Day.

PUBLIC FORUM

1. Renee Potts thanked Mayor Holm and Council Members for their support for recognizing Martin Luther King Jr. Day and shared upcoming plans for the day.
2. Melissa Cox, newly hired CEO for the Ankeny Chamber, introduced herself and shared upcoming events.

APPROVAL OF AGENDA

1. Council Member Whiting moved, Ruddy seconded, to approve and accept the January 3, 2022 agenda as presented. Ayes: 4.

PUBLIC HEARINGS

1. PH 2022-01. Mayor Holm announced that this is the time and place for a public hearing on the matter of a proposed Ordinance 2093 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Stubbs Development and Lemar Koethe. Notice of this hearing was published in the Des Moines Register on the 23rd day of December, 2021 and notices were mailed to affected property owners as required by law

   Eric Jensen, Director of Community Development, reported that Stubbs Development is proposing an amendment to portions of the Canyon Landing PUD. The request is for 155 acres within the development to be amended, adding additional single-family residential along NE Deerfield Drive and adding a new twin home land use with designated area directly south of Canyon Landing Plat 1. The subject property is roughly 155 acres located in the northeast quadrant of Ankeny, generally located west of NE 38th St, south of NE 18th St. The land to the north and east of the subject property is located in the county and is zoned Agricultural Transition District. The properties to the west are partially zoned R-1 and Deer Creek PUD. The land to the south is zoned Deer Creek PUD. The Ankeny Comprehensive Plan indicates the subject area as Low Density with a section of Medium Density at the intersection of NE 18th St and NE 38th St. The proposed amendments to the PUD wouldn't dramatically change the low density to medium density ratio, with the majority of the PUD remaining low density or single-family residential. Therefore, with these amendments, the PUD would remain consistent with the Future Land Use Map.

Mayor Holm then asked for any public comment regarding the proposed Ordinance. Hearing no comments, Council Member Whiting moved, Ruddy seconded, to close public hearing 2022-01. Ayes: 4.

2. PH 2022-02. Mayor Holm announced that this is the time and place for a public hearing on the matter of the proposed Ordinance 2094 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 from its current R-1, One-Family Residence District, to R-3, Multi-Family Residence District, restricted to One-Family Residences and R-3 Multi-Family Residence District, restricted to 12 units per acre. Notice of this hearing was published in the Des Moines Register on the 23rd day of December, 2021 and notices were mailed to affected property owners as required by law.

   Eric Jensen, Director of Community Development, reported that Dan and Beverly Jury are requesting to rezone property from R-1, One-Family Residence District, to R-3 Multi-Family Residence District, restricted to One-Family Residences and R-3 Multi-Family Residence District, restricted to 12 units per acre. The area subject to the proposed rezoning—consisting of two parcels—is approximately 30.94 acres (+/-), and is generally located north of NW 18th Street and approximately 800 feet east of NW Abbie Drive and 1,300 feet west of NW Weigel Dr. The property is zoned R-1, One-Family Residence District; and properties to the north and west are similarly zoned. Properties to the east are zoned R-3, Multiple-Family Residence District, restricted to 10 units per acre and the property to the south is zoned Grove Landing PUD. These properties were annexed as one of the petitioned properties in the 1,867-acre 80/20 voluntary Northwest Annexation in 2007. The applicant is now proposing to rezone 13.56 of the 30.94 acres – southern half of the proposed rezoning directly adjacent to NW 18th St – from the current R-1, One-Family Residence District, to R-3 Multi-Family Residence District, restricted to 12 units per acre; and the remaining northern 17.38 acres from R-1, One-Family Residence District, to R-3 Multi-Family Residence District, restricted to One-Family Residences. The proposed rezoning generally aligns with The Ankeny Plan 2040 Future Land Use Map, which defines these properties as High-Density Residential, Medium-Density Residential and Low-Density Residential.

   Mayor Holm then asked for any public comment regarding the proposed Ordinance. Hearing no comments, Council Member Whiting moved, Perry seconded, to close public hearing 2022-02. Ayes: 4.

3. PH 2022-03. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the SE Crosswinds Drive RISE – Phase 2 project. Notice of this hearing was published in the Des Moines Register on the 17th day of December 2021.

   Don Clark, Director of Municipal Utilities, announced that the SE Crosswinds Drive RISE - Phase 2 project consists of construction of PCC pavement, related storm sewer, sanitary sewer, water main extension, subdrains, earthwork, ditching, and SWPPP controls generally located on SE Convenience Drive, SE Corporate Woods Drive, and SE 90th Street east of I-35 and south of SE Corporate Woods Drive in the City of Ankeny.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Whiting seconded, to close public hearing 2022-03. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of December 20, 2021, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of December 7, 2021.

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 #11 increasing the contract amount by $3,882.79 to Graphite Construction Group for additional construction services on the Ankeny Senior Community Center project.
5. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $84,000.00 with HR Green, Inc. for Special Assessment Services and the development of the Interchange Operations Report (IOR) on the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.
6. Amendment #1 to the Professional Services Agreement increasing the contract amount by $24,595.00 with JEO Consulting Group, Inc. for engineering services on the SE Delaware Avenue HMA Widening project.
7. Change Order #4 increasing the contract amount by $15,240.00 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
8. Payment #21 in the amount of $667.40 to Calhoun-Burns and Associates, Inc., for engineering services on the NE 54th Street Bridge Replacement over Branch of Fourmile Creek - Construction Engineering project.
9. Payment #15 in the amount of $26,208.77 to Graphite Construction Group for construction services on the Ankeny Senior Community Center project.
10. Payment #16 in the amount of $23,652.17 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.
11. Payment #10 in the amount of $760.00 to MSA Professional Services, Inc., for engineering services on the High Trestle Trail Trailhead and Parking Lot Project.
12. Payment #7 in the amount of $6,417.70 to Olsson, Inc., for inventory services on the Fiber Network Data Conversion project.
13. Payment #19 in the amount of $3,003.33 to Shive Hattery for design\development services on the Ankeny Senior Community Center.
14. Payment #17 in the amount of $26,047.76 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
15. Payment #10 in the amount of $15,796.50 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
16. Payment #13 in the amount of $4,001.00 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
17. Payment #5 in the amount of $30,772.95 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
18. Payment #20 in the amount of $2,266.00 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
19. Payment #14 in the amount of $1,736.00 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements project.
20. Payment #13 in the amount of $35,693.78 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
21. Payment #9 in the amount of $6,841.35 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.

22. Payment #9 in the amount of $487,258.09 to Sternquist Construction, for construction services on the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.
23. January 3, 2022 Accounts Payable by Fund: General 204,333.08; Hotel Motel Tax 9,149.56; RUT 91,827.96; Debt Service 2,300; Library Foundation 1,407.65; Solid Waste 3,801.65; Water 61,017.95; Water Sinking 1,050; Sewer Fund 6,186.79; Storm Water 353.68; Golf Course 9,778.45; Enterprise Project 16,953.83; Risk Management 4,763.48; Health Insurance 567.99; Capital Projects 693,410.36; Payroll 1,616,265.16; ACH Drafts (181,071.68); Agenda Payments (682,515.87). Grand Total $1,860,990.28.
24. Receive and file the City of Ankeny Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2021.
25. **RESOLUTION 2022-001** related to the revision of the Financial Policy of the Standard Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.
26. **RESOLUTION 2022-002** naming authorized bank signers for the City of Ankeny.
27. Bid from Central Iowa Fencing for the installation of a security fence and gates at the Ankeny Police Department.
28. Consider motion to approve the bid from Walsh Door & Security for the installation of the hardware necessary to activate the security gates at the Ankeny Police Department.

Community Development

29. **RESOLUTION 2022-003** accepting Public Utility Easements associated with the development of Grove Landing Plat 1.
30. **RESOLUTION 2022-004** accepting the final plat for Forest Ridge Estates Plat 1, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

Engineering

31. **RESOLUTION 2022-005** accepting a proposal from Redbud LLC in the amount of $27,195.00 for the construction of the 2022 Native Vegetation Maintenance project.
32. **RESOLUTION 2022-006** accepting public improvements to Dewey - SE Delaware Entrance (Turn Lane Addition) for paving.
33. **RESOLUTION 2022-007** authorizing the City of Ankeny to apply for Federal Surface Transportation Block Grant Program funding to the Des Moines Area Metropolitan Planning Organization (MPO) for the partial funding of the West First Street Widening Improvement Phase 2 project -east of Greenwood Street to just west of State Street, and further approving the application which obligates the City of Ankeny to matching funds for the construction of said project.
34. **RESOLUTION 2022-008** authorizing the City of Ankeny to apply for Federal Surface Transportation Block Grant Program - Transportation Alternative Program (TAP) Funding to the Des Moines Area Metropolitan Planning Organization (MPO) for the partial funding of the Oralabor Gateway Trail Grade Separation of South Ankeny Boulevard and further approving the application which obligates the City of Ankeny to matching funds for the construction of said project.

Capital Improvement Projects

35. **High Trestle Trail Trailhead and Parking Lot Project**: a) Certificate of Completion; b) **RESOLUTION 2022-009** accepting the public improvements with Concrete Connections, LLC in the amount of $215,036.50; c) Change Order #2 increasing the contract amount $2,240.00; d) Final Payment in the amount of $7,092.34 / Release of Retainage in the amount of $4,300.73.

Administrative Items

36. Recycling Agreement between Metro Waste Authority and the City of Ankeny.

37. **RESOLUTION 2022-010** approving the City of Ankeny's membership in the Mid-Iowa Planning Alliance for Community Development.

Approval of Consent Agenda Items

1. Council Member Perry moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-37. Ayes: Perry, Ruddy, Bentz, Whiting.

APPROVAL OF ORDINANCES

1. **Ord 2074.** An Ordinance amending the Zoning Regulations, Chapter 195, Signs, of the Municipal Code of the City of Ankeny, Iowa, Clarifying and Modifying Requirements for Flags, Political Signs and Non-Commercial Signs. Council Member Perry moved, Whiting seconded, to accept the second reading of Ordinance 2074. Ayes: Perry, Whiting, Bentz, Ruddy.
2. **Ord 2090**. An Ordinance vacating a Public Sanitary Sewer Easement associated with Outlot X, Vintage Business Park at Prairie Trail Plat 7. Council Member Whiting moved, Ruddy seconded, to accept the third consideration of Ordinance 2090, sending it on its final passage and publication as required by law. Ayes: Whiting, Ruddy, Bentz, Perry. Council Member Whiting moved, Perry seconded, to adopt **RESOLUTION 2022-011** authorizing the sale of real estate vacated by the City of Ankeny to DRA Properties, LC. Ayes: Whiting, Perry, Bentz, Ruddy.
3. **Ord 2091**. An Ordinance amending Chapter 3, Voting Precincts, of the Municipal Code of the City of Ankeny, Iowa. Council member Whiting moved, Ruddy seconded, to accept the second consideration of Ordinance 2091. Ayes: Whiting, Ruddy, Bentz, Perry.
   Council Member Perry moved, Whiting seconded, to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2091, sending it on its final passage and publication as required by law. Ayes: Perry, Whiting, Bentz, Ruddy.
4. **Ord 2092**. An Ordinance amending Chapter 66, Load and Weight Restrictions, of the Municipal Code of the City of Ankeny, Iowa. Council member Whiting moved, Ruddy seconded, to accept the second consideration of Ordinance 2092. Ayes: Whiting, Ruddy, Bentz, Perry.
5. **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. (PH 2022-01). Council Member Perry moved, Whiting seconded, to accept first consideration of ORDINANCE 2093. Ayes: Perry, Whiting, Bentz, Ruddy.
6. **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 (PH 2022-02). Council Member Whiting moved, Ruddy seconded, to accept first consideration of ORDINANCE 2094. Ayes: Whiting, Ruddy, Bentz, Perry.

NEW BUSINESS:

1. Proposed SE Crosswinds Drive RISE - Phase 2 (PH 2022-03)
   Council Member Perry moved, Whiting seconded, to adopt 1) **RESOLUTION 2022-012** adopting plans, specifications, form of contract and estimate of cost $2,240,491.50; 2) receive and file report of bids received November 30, 2021; 3) adopt **RESOLUTION 2022-013** making award of construction contract with Sternquist Construction in the amount of $2,500,025.00; and 4) adopt **RESOLUTION 2022-014** approving contract and bonds with Sternquist Construction in the amount of $2,500,025.00. Ayes: Perry, Whiting, Bentz, Ruddy.
2. Recommendation to Terminate Contract Resolution No. 2021-070, authorizing the rebidding process for the NW 36th Street and NW Weigel Drive Water Main project.

Council Member Whiting moved, Perry seconded, to adopt **RESOLUTION 2022-015** rescinding Resolution No. 2021-070, authorizing the rebidding process for the NW 36th Street and NW Weigel Drive Water Main project. Ayes: Whiting, Perry, Bentz, Ruddy.

3. Consider action on the matter of filling a city council vacancy created by council person Mark Holm assuming the position of Mayor effective January 1, 2022.
   Council Member Perry moved, Ruddy seconded, to approve **RESOLUTION 2022-016** setting a special election for a city council member to fill a vacant unexpired term for March 29, 2022. Ayes: Perry, Ruddy, Bentz. Nays: Whiting.
   Council Member Whiting moved, Perry seconded, to approve **RESOLUTION 2022-017** providing for notice of intent to fill City Council vacancy by temporary appointment of Kerry Walter-Ashby until such time as a replacement appointment is made or a special election to fill such vacancy is held by the City, and authorize and direct the City Clerk to publish Notice of Intent to Appoint in the time and in the manner as required by law. Ayes: Whiting, Perry, Bentz, Ruddy.
4. City of Ankeny's 2022 State Legislative Priorities
   Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-018** establishing the City of Ankeny's 2022 State Legislative Priorities. Ayes: Whiting, Ruddy, Bentz, Perry.

ADJOURNMENT

1. Meeting was adjourned at 6:23 PM.

_____ _____

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

Published in the Des Moines Register on 01/07/2022

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ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 December 13, 2021

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
Civil Service Minutes 12-13-2021

Meeting Minutes

Civil Service Commission

Monday, December 13, 2021
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. Tracy absent.

1. MOTION TO APPROVE THE MINUTES OF 10-11-21

Luetje moved to approve the minutes from October 11, 2021. Blase seconded the motion. All voted aye and the motion carried.

2. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO CODE ENFORCEMENT I OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Luetje moved to certify the list of applicants eligible for appointment to Code Enforcement Officer I in the Community Development department, subject to passing any further department requirements. Blase 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	Wheeler	Jay
2	D'Antonio	Paul
2	Jennings	Scott
4	Unrath	Christopher
5	Dreier	Gregory
5	Jones	Brad
5	Stinogel	John
8	Edgington	Christopher
8	Glenn Jr	Kenneth
8	Guddall	Justin
8	Speer	Trenton
12	Garretson	Kevin
12	Walton	Timothy
12	Wright	Gregory
15	Lovell	Trey
15	Spencer	Matthew
15	Stoever	Raymond
15	Thomsen	Danny
19	Holden	Jesse
20	Burge	Andrew
20	Dunblazier	Justin
20	Heth	John
23	Dorr	Patrick
23	Holder	Hobey
25	Mummert	Tyler
25	Piziali	David
25	Slycord	Jason

25	Winkels	Alexander
29	Bennitt	Harold
29	Keith	Jeffrey
29	Settles	Rasonda
32	Gerdner	Ronald
32	Stock	Raymond
34	Clark	Christopher
34	Webb	Erik
36	Ellis	Colby
37	Rucker	Famous
38	Hendrickson	Eric
38	Lundberg	Ryan

3. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO UTILITIES OPERATOR-WATER IN THE MUNICIPAL UTILITIES DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Luetje moved to certify the list of applicants eligible for appointment to Utilities Operator – Water in the Municipal Utilities department, subject to passing any further department requirements. Blase 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	Ayres	Joshua
1	Bishop	Robert
1	Schellhorn	Tyler
4	Dunham	Drew
4	Moses	Andrew
6	Foster	Rockne
7	Merrifield	David
7	Sellers	Austin
9	Docker	Andrew
10	Aiken	Fred
10	Heth	John
10	Kienzle	Jeff
10	Lilly	Joseph
10	Thompson	Alexander
15	Lathrop	Karch
16	Bennett	Todd
16	Houck	Kyle
18	Anderson	Kory
18	Demuth	Ryan
18	Hendrickson	Eric
21	Vega	Javier

4. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO CUSTOMER SERVICE SUPERVISOR IN THE FINANCE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Luetje moved to certify the list of applicants eligible for appointment to Customer Service Supervisor in the Finance department, subject to passing any further department requirements. Blase 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	Axser-Keo	Nicholle
1	Baker	Carl
1	Beghtel	Kristine
1	Bell	Kelly
1	Da Costa	Aline
1	Frame	William
1	Glenn Jr	Kenneth
1	Hayden	Amanda
1	Hinton II	Derrick
1	Ites	Becca
1	Jones	Brad
1	Kozelka	Cassandra
1	Truong	Nancy
1	Tyler	Alexis

15	Deery	Sandi
15	Dolbeare	Heather
15	Elliott	Lisel
15	Gerth	Krista
15	Molstad	Nathan
15	Mulbrook	Nicole
15	Murphy	Sarah
15	Noble-Reed	Angela
15	Prenosil	Amy
15	Printy	Britny
15	Reutzel	Joshua
15	Sadler	Andrew
15	Scandrett	Kelly
15	Stegner-Key	Mikia
15	Strom	Aaron
15	Taylor	Anna
15	Thompson	Debra
15	Wilson	Jennifer
15	Woodvine	Alec
34	Brigman	Hannah
34	Collins	Brandi
34	Conley	Jennifer
34	Davis	Maurine
34	Dengler	Thomas
34	Harris	Gretchen
34	Hulsebus	Hedda
34	Razak	Abdul
34	Sever	Danielle
34	Stacy	Emilee
34	VanZuuk	Angela
34	West	Shelby
34	Wheeler	Joshua

5. MOTION TO CERTIFY THE LIST OF EMPLOYEES ELIGIBLE FOR PROMOTION TO DIVISION CHIEF-COMMUNITY RISK REDUCTION IN THE FIRE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Luetje moved to certify the list of employees eligible for promotion to Division Chief-Community Risk Reduction in the Fire department, subject to passing any further departmental requirements. Blase seconded the motion. All voted aye and the motion carried.

Rank	Last Name	First Name
1	VanderLeest	Adam

6. MOTION TO ACCEPT THE REVISIONS TO THE CIVIL SERVICE CERTIFICATION PROCEDURES AS RECOMMENDED BY STAFF

Luetje moved to accept the revisions to the civil service certification procedures as recommended by staff. Blase seconded the motion. All voted aye and the motion carried.

7. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 12:14 p.m.
Next meeting: Monday, January 10, 2022, at 12:00 pm

Respectfully submitted,
Dawn Gean
Dawn Gean
Clerk of the Civil Service Commission

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

??

Print

?? ORIGINATING DEPARTMENT: Planning and Building

COUNCIL GOAL: Ensure Economic Vitality ??

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of December 21, 2021.

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 2021-12-21

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 21, 2021
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair T.Flack called the December 21, 2021 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Annette Renaud, Todd Ripper, and Lisa West. Absent: Ted Rapp.
Staff present: E.Jensen, E.Carstens, R.Hulstrom, B.Morrissey, B.Fuglsang

AMENDMENTS TO THE AGENDA
Motion by G.Hunter to approve the December 21, 2021 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 5 – 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 December 7, 2021 minutes of the Plan and Zoning Commission meeting.
Item #2. 615 SE Oralabor Road - Brakes Plus Site Plan
Motion to approve the site plan for Brakes Plus located at 615 SE Oralabor Road.
Item #3. Forest Ridge Estates Plat 1 Final Plat (County)
Motion to recommend City Council approval of the Forest Ridge Estates Plat 1 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Referencing Item #3, A.Renaud asked for clarification as to where the detention pond is located versus the roads and access.

Brent Culp, Snyder & Associates, Inc., 2727 SW Snyder Boulevard, said the detention basin itself is located on lots 10, 7, 8, and 9. They will all own a portion of the pond. There is also a dry bottom basin further to the south. He shared that the access to lots 10 and 11 are on the west side of the pond.

The Commission had no further questions.

Motion by A.Renaud to approve the recommendations for Consent Agenda Item(s) #1 - #3. Second by L.West. All voted aye. Motion carried 5 – 0.

PUBLIC HEARINGS
There were no public hearings.

BUSINESS ITEMS
There were no business items.

REPORTS
City Council Meeting
E.Jensen reported on his attendance at the December 20, 2021 City Council meeting.

Director's Report
E.Jensen presented the tentative agenda items for the January 4, 2022 Plan and Zoning Commission meeting.

E.Jensen thanked the Commission for another year of service to the Community and wished them a Merry Christmas and Happy New Year.

Commissioner's Reports
The Commissioners shared holiday wishes.

MISCELLANEOUS ITEMS
January 3, 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 A.Renaud. Meeting adjourned at 6:37 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

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ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 November 16, 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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ZBOA Minutes 2021-11-16

Meeting Minutes

Zoning Board of Adjustment

Tuesday, November 16, 2021
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER
Chair Matt Ott called the November 16, 2021 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL
Members present: Matt Ott , Kristi Tomlinson, and Nichole Sungren. Absent: Jeff Baxter 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 2, 2021 REGULAR MEETING
Motion by K.Tomlinson to approve the November 2, 2021 meeting minutes as submitted. Second by N.Sungren. Motion carried 3 – 0.

COMMUNICATIONS / CORRESPONDENCE
There were no communications.

BUSINESS ITEMS
PUBLIC HEARINGS:

#21-22 **Toast Ankeny**
1345 SW Park Square Drive, Suite 300
Lot 1, District at Prairie Trail Plat 8
RE: Special Use Permit

Chair M.Ott opened the public hearing.

Maggie Pforts, Toast Ankeny, 1525 NE 36th Street, Ankeny said that their request is for a Special Use Permit so they can have alcohol service and music on an outdoor patio. She said that it will be a rooftop patio attached to Toast Ankeny, which is a new wedding venue in The District at Prairie Trail. Their plan is to have speakers for background music for their events, which will be during their operating hours. Maggie Pforts said the use will be on a rental basis and they are anticipating that most of the venue hours will be Friday through Sunday.

The Board had no questions.

L.Hutzell reported the applicant's request is for a Special Use Permit for Toast Ankeny, a wedding and event venue, located at 1345 SW Park Square Drive, Suite 300. The property and surrounding properties are all within the Prairie Trail PUD with the exception of the property to the far southeast, which is zoned R-3, Multiple Family Residence District. She stated the proximity to residential property, and the request to serve alcohol and use of speakers for sound are the conditions which require the establishment to obtain a Special Use Permit. L.Hutzell said that Toast Ankeny's request is for the inclusion of alcohol service, speakers for background music, as well as, one television on their third floor, rooftop patio. She shared that the site is within the Mixed-Use Town Center Precinct, which has the option for residential uses on the upper stories of town center buildings and allows for properties within 500 feet of the subject property to be developed residentially. The applicant submitted a drawing, which shows the rooftop patio area measuring 2,413 square-feet with a seating capacity of approximately 150 patrons. The operating hours of the business will be 10 a.m. – 11 p.m. however, the venue would only be open on days that it is scheduled to be rented. All music would cease no later than 11 p.m. At this time, staff has not received any correspondence, either for or against the request from neighboring property owners. The staff position is to recommend the Zoning Board of Adjustment grant a Special Use Permit in accordance with Sections 130.07 and 196.02(1)(l) to Toast Ankeny at 1345 SW Park Square Drive, Suite 300 for

a rooftop patio to run concurrently and terminate with a liquor license for said establishment provided the following conditions are met:

1. The permittee must comply with, and noise enforcement will be in accordance with, Municipal Code Chapter 44, Noise Control. If a Noise Permit is issued in accordance with Chapter 44, hours of operation for the event shall be consistent with the hours set out in this Special Permit and those hours shall be specifically set out in the Noise Permit.
2. All appropriate building permits and building code regulations need to be reviewed and met.
3. Patio capacity for 150 patrons.
4. Hours of operation 10:00 a.m.-11:00 p.m.
5. This Special Use Permit may be reviewed annually by staff for approval.

There were no comments or questions from the Board.

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 K.Tomlinson. All voted aye. Motion carried 3 – 0.

The Board had no concerns with the request.

Board Action on Filing #21-22 property located at 1345 SW Park Square Drive, Suite 300
Motion by N.Sungren that the Zoning Board of Adjustment grant a Special Use Permit for an outdoor service area in accordance with Sections 130.07 and 196.02(1)(I) to Toast Ankeny at 1345 SW Park Square Drive, Suite 300 for a rooftop patio to run concurrently and terminate with a liquor license for said establishment provided the following conditions are met:

1. The permittee must comply with, and noise enforcement will be in accordance with, Municipal Code Chapter 44, Noise Control. If a Noise Permit is issued in accordance with Chapter 44, hours of operation for the event shall be consistent with the hours set out in this Special Permit and those hours shall be specifically set out in the Noise Permit.
2. All appropriate building permits and building code regulations need to be reviewed and met.
3. Patio capacity for 150 patrons.
4. Hours of operation 10:00 a.m. – 11:00 p.m.
5. This Special Use Permit may be reviewed annually by staff for approval.

Second by K.Tomlinson. All voted aye. Motion carried 3 – 0.

REPORTS

Renewed Special Use Permits

#07-08 312 SW Maple Street – Yankee Clipper

There being no further business, the meeting adjourned at 5:09 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment

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ANKENY CITY COUNCIL

City Council Agenda

January 18, 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: 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 December 7, 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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ZBOA Minutes 2021-12-07

Meeting Minutes

Zoning Board of Adjustment

Tuesday, December 7, 2021
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER
Vice Chair Jeff Baxter called the December 7, 2021 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

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

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

MINUTES OF THE NOVEMBER 16, 2021 REGULAR MEETING
The Board tabled the approval of the November 16, 2021 meeting minutes to the next Zoning Board of Adjustment meeting.

COMMUNICATIONS / CORRESPONDENCE
J.Baxter asked to have the record reflect that members of the Board received correspondence from David Ashby, 1221 SW 2nd Street, William and Gwynne Burke, 1217 SW 2nd Street, and David Zubradt, 1214 SW 2nd Street regarding Item #21-23 that will be received and filed as part of the public hearing.

BUSINESS ITEMS
PUBLIC HEARINGS:

#21-23 **Teri Walker**
1218 SW 2nd Street
Lot 39, Westlawn Place
RE: Variance – Side Yard Setback

Vice Chair J.Baxter opened the public hearing.

Teri Walker, 1218 SW 2nd Street, Ankeny said she bought her property in 1988 with her husband. Her husband has since passed away leaving her responsible for the property the last 30 years. She relies on other people's judgment when having to handle repairs to the property. She is asking the Board for a variance to allow her carport to remain as constructed on her property. Teri Walker stated the old carport was deteriorating and five years ago determined it was best to replace the complete carport. She said the consensus of her neighbors was that if she was replacing a structure she would not need a permit. The carport was removed and a replacement was built in September 2017. She provided details to the Board on the size and construction of the new carport and stated that there were no issues with the newly built carport until after the Derecho. Teri Walker explained that the Derecho caused her carport to lean about one foot to the west and eventually had neighbors come to assist her in straightening up the carport. She said that a call was made to the City regarding the condition of the carport and that it may fall on the neighbor's fence. The City Zoning Administrator visited her property and stated the carport was not in compliance with the current zoning code and needed to be 7-foot from the lot line. She was told that since the old carport was removed and no permit was issued to build the new carport, it had to meet current codes. She does not understand how new codes can be applied to older properties where previous older requirements were approved. The neighbor who lodged the complaint has moved and she would appreciate the Board's consideration to let the carport stand as it does currently. Teri Walker provided her written statement for the record.

The Board had no questions or comments.

B.Morrissey reported the applicant is requesting a variance to Ankeny Municipal Code section 192.04(3)(D) that requires a minimum side yard setback of 7 feet. He said the subject property is located at 1218 SW 2nd Street and contains a single-family detached home on an approximate .189-acre lot. It is located south of W 1st Street and east of SW State Street near the Uptown District. B.Morrissey stated the applicant is requesting this variance to allow an already-constructed carport to stay in its current location as right now it is only 23-inches from the west lot line, which makes it in violation of the 7-foot side yard setback requirement. He noted the property is zoned R-2, One-Family & Two-Family Residence District and the surrounding properties are also R-2. B.Morrissey explained that the City Zoning Administrator was notified in the summer of 2020 about a carport that had begun to lean towards neighboring properties after the Derecho. Staff inspected the structure to find that it did not have a permit and potentially was not legal. He said that a similar structure had been permitted in the 1970's but that structure had since been replaced with the current one without the property owner obtaining a permit. Code Enforcement had many discussions with the property owner regarding the structure and informed them that they needed to submit a permit application to the City Building Division for a review of the structure. B.Morrissey explained that in May of 2021, a permit application was received from the property owner and it was determined that the structure would be classified as an attached structure due to the proximity to the home; and it being located in the side yard. He stated that upon reviewing this case, Staff has concluded that there are not any unique conditions or hardships with the property that would justify granting a variance. Additionally, the prior concerns from neighbors about the structure leaning into their property reinforces staff's position to not grant a variance in this case. He noted the City adopted these regulations to foster the health, safety, and welfare of the community and allowing this structure in its current condition would go against some of those principals. The staff position is to recommend the Zoning Board of Adjustment deny a variance to Ankeny Municipal Code section 192.04(3)(D) allowing a 23-inch side yard setback for a carport at 1218 SW 2nd Street. This position is based on a determination that the shape or shallowness of the subject property is not exceptional, extraordinary situations do not exist, and that the decreased side yard setback for the carport is not in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

J.Baxter asked if the 23-inches is measured from the roof edge of the carport or the pillars. E.Carstens stated that typically it is measured from the foundation. E.Jensen said it sounded like the applicant indicated that the pillars are at the 23-inch line. J.Baxter asked that if Staff had decided that the structure was unattached, not attached, would the result still be that it does not meet code. B.Morrissey said it would be considered an accessory structure, which are not allowed in a side yard. E.Jensen said generally detached accessory structures in the side yard, that have come before the Board, have not been approved. The Board has granted side yard variances for attached structures. E.Jensen explained that a detached accessory structure has a minimum 3-foot setback, but is required to be in the rear yard behind the rear façade of the house and are not permitted in the side yard.

B.Walker asked that if the replacement of the carport would have been the exact dimensions as the previous one, would it be permittable. E.Carstens said the building permit applications were a little different in the 1970's and said based on the permit presented, it indicates a 7-foot side yard setback but Staff is unsure as to whether it was actually built as shown. E.Carstens also noted that if it was considered a detached structure, there would be a firewall requirement due to the proximity of the existing carport to the house. B.Walker further asked that had the applicant received a building permit to rebuild the carport, would the permit govern the materials that needed to be used. E.Jensen said, not with single family homes.

Carla Rose, 1222 SW 2nd Street, said she has lived in her home about one year. She does not care if the carport stays, as long as it is safe and meets code. She shared that her concerns are with the plastic flapping in the wind and does not feel it should be used as a storage area. Carla Rose further stated that they have also placed rock on her property in the front of her home to park their vehicles. She explained that she had told them that if there was a need for some temporary parking for visitors, they could park on her grass. She stated that the rock needs to be removed from her property and the carport should be used for a car not a storage area.

J.Baxter informed Carla Rose he understands the concerns she presented but the Board can only consider the appeal for the carport.

Teri Walker responded saying that she was not aware that Carla Rose had concerns and has been trying to get everything cleaned up under the carport. Teri Walker further said that if the 1973 building permit showed a 7-foot setback, how did the permit get approved, as the original carport would have never fit. Teri Walker said that if the

carport cannot stay in its current status, would there be consideration for her to come back and ask for a variance for the carport to be reconstructed back to its original size. She noted it provides extra parking and safety for her.

Motion by J.Baxter to close the public hearing, and receive and file documents. Second by K.Tomlinson. All voted aye. Motion carried 3 – 0.

K.Tomlinson said since the exact size of the original carport is unknown, would Staff need to rely on the aerial photos. E.Jensen agreed that Staff has no idea how the carport would have been approved as it is shown on the permit with a 7-foot setback. B.Morrissey provided an aerial photo from 2017, which showed the size and setbacks of the original carport. K.Tomlinson said that if the Board requested that it be removed; and the applicant came back before the Board requesting approval of a new carport, there is no guarantee that it would be approved.

E.Jensen responded with a scenario that the Board could motion to grant a variance allowing a carport to be rebuilt that would be consistent in size with what existed in the aerial photo of 2017. J.Baxter said the original carport was in place for approximately 40 years without the city noticing that it was in violation. Teri Walker bought the house in 1988 with the carport in place. J.Baxter commented that if they had come to the Board prior to rebuilding it, he would have not granted a variance to enlarge the size of the carport, but he would not have objected to the carport being rebuilt to its existing size. He does not feel it was an intentional attempt to circumvent the rules. K.Tomlinson agreed with J.Baxter. K.Tomlinson said that the current size of the carport is way too large and it does affect the neighbor's property.

The Board had further discussion on the original permitted size of the carport before it was rebuilt; along with determining what method could be used to make sure it was rebuilt to the original permitted size, if the Board chose to make a motion to grant a variance. E.Jensen said if the Board's position is to allow a variance for Teri Walker to reconstruct the carport as it generally existed in 2017, he said Staff would work with her to get the correct dimensions especially if the footings are still in place. B.Walker noted he doesn't like the teardown scenario but does not feel the current situation is acceptable.

Board Action on Filing #21-23 property located at 1218 SW 2nd Street
Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.04(3)(D) to allow a side yard setback for a carport at 1218 SW 2nd Street to be consistent with the dimensions as shown on the aerial photograph (attached) from 2017. Second by K.Tomlinson. All voted aye. 3 – 0.

REPORTS
There were no reports.

There being no further business, the meeting adjourned at 5:40 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment

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ANKENY CITY COUNCIL

City Council Agenda

January 18, 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: ??

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. Des Moines Area Community College, d/b/a Des Moines Area Community College (DMACC), 2006 S Ankeny Blvd, Bldg #7 - Specical Class C Liquor License (BW) (Renewal) - Effective February 5, 2022.

2. Freshmex Ankeny, LLC, d/b/a Panchero's Mexican Grill, 2310 SE Delaware Ave., Ste. J. - Class B Beer Permit (BB) includes Sunday Sales (Renewal) - Effective February 4, 2022.

3. Iowa CVS Pharmacy, L.L.C., d/b/a CVS/Pharmacy #10114, 104 E. First St. - Special Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective February 10, 2022.

4. Hy-Vee Inc., d/b/a Hy-Vee Ankeny #1 Kiwanis, 1055 SW Prairie Trail (FFA Bldg.) - Class C Liquor License (LC) 5 Day Liquor License - Event February 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:

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No Attachments Available

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city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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: ??

Finance | Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Financial Reports for December 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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Finance Report

Annette Graeve
Finance Officer
Finance Department

Monthly Finance Report – December 2021

To the Honorable Mayor and City Council:

The financial reports for the month of December are submitted herewith. In the fall and early winter, the annual audit of the City's financial statements was conducted. With audit fieldwork complete comes the release of the City's Annual Comprehensive Financial Report (ACFR) for the year ending June 30, 2021. The City's independent auditors, Eide Bailly, LLP, released an unmodified opinion in December and the report has been submitted to the Government Finance Officers Association (GFOA) for consideration for the Certificate of Achievement for Excellence in Financial Reporting. The City hopes to receive this award for the 20th consecutive year. The Annual Comprehensive Financial Report was received and filed at the January 3, 2022, council meeting.

As for the current year, fiscal year 2022, December represents the fifty percent mark of the fiscal year. By looking at the report *Major Operating Funds – Budget vs. Actual*, we can see that revenue and expenditure totals for most of the major operating funds are near or above the fifty percent mark. Other major funds that have variances, mostly due to timing differences and seasonal activities, include the tax increment financing fund and the debt service fund.

The general fund is the primary operating fund of the City and is being highlighted. On the *Revenue Summary by Fund* report, general fund revenues total $20,547,022 or 54.52% of budget. In general, the figures demonstrate that the City's operations are in line with budget expectations. When reviewing individual revenues on the *Major Operating Funds Detailed Revenue Summary* report, non-property taxes revenue is strong at 65.94% of budget. Also strong is intergovernmental revenue at 64.45% of budget. These and other line items are being re-estimated for fiscal year 2022. Further details regarding revenue projections will be shared during the council budget workshops during the months of January and February.

On the expenditure side, overall spending in the general fund appears to be trending with projections. On the *Expenditure Summary by Fund* report, expenditures total $18,076,518 or 47.70% of budget. When reviewing expenditures on the *Major Operating Funds Budget versus Actual* report, there are no categories exceeding budget expectations although a few individual budget activities are greater than the expected fifty percent mark. This is due to the seasonal nature of many of these activities.

Another indicator of the City's financial health is to compare the *Cash Balance Summary* from this same month last fiscal year. The ending cash balance has increased from $136,782,360 at December 31, 2020, to $155,027,963 at December 31, 2021. The civic trust fund and sewer fund all saw substantial increases in cash balances.

The completion of the City's Annual Comprehensive Financial Report shifts the Finance Department's attention towards completing the budget for fiscal year 2023 and the re-estimation of the budget for fiscal year 2022. The re-estimated budget for fiscal year 2022 will not appear in the monthly financial

reports until April 2022. The end of the calendar year is a good transition point for closing the previous year and to begin looking ahead to the next year.

Respectfully submitted,

Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
December 31, 2021

Cash Basis Fund Balances	$ 155,027,963.26
Investments	$ 155,258,613.54
Checking Account Balance (per bank)	501,140.29
Deposits in Transit	7,072.15
Outstanding Checks	(775,137.72)
Cash Drawer/Petty Cash *	2,275.00
Estimated Tax Payment	34,000.00
Total	$ 155,027,963.26

* 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
December 31, 2021

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance December 31, 2021
General:							
General	100	$ 27,081,132.04	$ 20,547,022.05	$ -	$ 18,076,517.65	$ 902,618.96	$ 28,649,017.48
Hotel/Motel Tax	233	376,025.19	2,000.00	902,618.96	681,629.82	-	599,014.33
Special Revenue:							
Fire Gift	220	24,732.92	1,249.98	-	-	-	25,982.90
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	4,523,918.71	-	3,190,770.08	-	9,953,708.93
Police Seizure	270	79,266.99	12,306.34	-	9,689.00	-	81,884.33
Tax Increment Financing	280	2,023,247.61	4,868,191.66	-	88,298.00	-	6,803,141.27
Police and Fire Retirement	290	1,915,725.71	1,250,995.49	-	1,259,252.47	-	1,907,468.73
Landfill Post-Closure	295	100,530.22	-	-	-	-	100,530.22
Friends of the Ankeny Library	430	82,918.92	27,786.03	-	28,888.09	-	81,816.86
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	-	-	3,640.00	-	6,524.85
Miracle Park Fund	448	50,946.20	7,874.60	-	-	-	58,820.80
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	7,674,413.52	-	2,341,728.56	-	7,001,641.81
Enterprise:							
Solid Waste	500	267,454.62	580,251.03	-	749,753.88	-	97,951.77
Utility Deposits	505	338,251.96	131,585.19	-	91,635.00	-	378,202.15
Water Operations	510	15,133,977.75	10,908,514.14	-	8,315,749.35	1,183,059.36	16,543,683.18
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,753,988.92	-	1,183,059.36	305,703.79	-	2,631,344.49
Sewer Operations	550	10,755,542.23	9,107,872.19	-	5,447,344.01	350,443.74	14,065,626.67
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	824,252.08	-	350,443.74	60,643.75	-	1,114,052.07
Storm Water	580	1,376,781.31	1,682,546.67	-	453,682.89	-	2,605,645.09
Golf Course	590	806,979.42	1,234,138.49	-	957,138.26	-	1,083,979.65
Capital Project:							
Utility Fund Capital Projects	6**	13,602,455.47	1,013,791.21	355,000.00	2,999,433.66	355,000.00	11,616,813.02
Special Assessments	8**	-	-	-	-	-	-
Capital Projects	8** & 9**	41,188,466.99	2,758,843.67	-	15,478,094.64	-	28,469,216.02
Total Budgeted		$ 137,726,143.55	$ 66,371,599.41	$ 2,791,122.06	$ 60,539,592.90	$ 2,791,122.06	$ 143,558,150.06
Internal Service:							
Revolving	710	582,886.84	574,950.31	-	566,816.80	-	591,020.35
Risk Management	720	1,158,401.15	1,227,122.73	-	856,323.52	-	1,529,200.36
Health Insurance	730	6,455,291.71	2,410,523.83	-	2,162,614.46	-	6,703,201.08
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	$ 4,295,986.52	$ -	$ 3,634,116.78	$ -	$ 11,469,813.20
Total [1]		$ 148,534,087.01	$ 70,667,585.93	$ 2,791,122.06	$ 64,173,709.68	$ 2,791,122.06	$ 155,027,963.26

[1] Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
December 31, 2021

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance December 31, 2021
Utility Fund Capital Projects:							
Water Main Replacement	610	$ 1,235,531.45	$ -	$ -	$ 223,703.12	$ -	$ 1,011,828.33
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	-	985,885.75	-	(18,992.62)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(39,279.70)	-	-	28,376.77	-	(67,656.47)
Aquifer Storage Replacement #1	632	2,995,747.00	-	355,000.00	261,455.68	-	3,089,291.32
NW 36th & NW Weigel Water Main	634	(13,648.13)	7,888.13	-	-	-	(5,760.00)
Sanitary Sewer Replacement	650	2,037,199.63	-	-	275,420.40	-	1,761,779.23
West Outfall Relief Sewer	652	848,653.96	-	-	708,497.09	-	140,156.87
Canyon Landing Sanitary Sewer Cost Share	654	930,000.00	-	-	-	-	930,000.00
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	-	334,330.71	-	525,515.10
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	-	-	28,376.76	-	87,463.54
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	$ 2,999,433.66	$ 355,000.00	$ 11,616,813.02

City of Ankeny
Capital Projects Cash Balance Summary
December 31, 2021

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance December 31, 2021
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	234,484.34	-	66,773.51	-	2,846,617.48
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	888,653.00	-	2,034,412.39	-	(150,043.82)
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	-	-	8,318.25	-	6,152.61
Park Maintenance Facility Renovation	914	476,639.62	-	-	675,316.44	-	(198,676.82)
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	-	-	63,070.49	-	(31,490.42)
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	-	621,550.52	-	(150,700.97)
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)	-	-	-	-	(227,810.71)
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	-	-	69,177.02	-	(19,177.02)
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	-	-	2,234,109.86	-	2,753,212.10
SE Creekview Paving/Drainage	962	231,329.71	21,405.00	-	-	-	252,734.71
Street Patching Program	963	1,326,971.34	-	-	835,161.91	-	491,809.43
Traffic Signalization	965	1,605,472.97	-	-	888,582.70	-	716,890.27
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	2,150.00	-	517,802.63	-	114,294.92
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	-	-	107,140.41	-	142,859.59
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	-	-	22,698.50	-	100,581.50
Oralabor & State Street Overpass	988	35,000.00	-	-	53,298.10	-	(18,298.10)
High Trestle Trail Trailhead & Pkg Lot	989	322,050.00	-	-	226,734.65	-	95,315.35
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	-	-	198,541.63	-	93,923.51
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	-	-	37,085.75	-	48,245.12
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	$ 2,758,843.67	$ -	$ 15,478,094.64	$ -	$ 28,469,216.02

City of Ankeny
Revenue Summary by Fund
December 31, 2021

Fund	Budget Number	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of December 31, 2021	Variance	Percent [2]
General:							
General	100	$ 34,914,489.26	$ 38,335,982.81	$ 37,684,219.00	$ 20,547,022.05	$ (17,137,196.95)	54.52%
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	1,249.98	(15,750.02)	7.35%
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	4,523,918.71	(4,208,081.29)	51.81%
Police Seizure	270	11,907.24	2,328.21	6,200.00	12,306.34	6,106.34	198.49%
Tax Increment Financing	280	8,692,250.00	8,780,810.18	9,110,301.00	4,868,191.66	(4,242,109.34)	53.44%
Police and Fire Retirement	290	2,215,675.83	2,252,963.40	2,389,713.00	1,250,995.49	(1,138,717.51)	52.35%
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	27,786.03	7,586.03	137.55%
Park Dedication	440	47,990.43	55,953.65	1,000.00	22,115.17	21,115.17	2211.52%
Sports Complex Foundation	445	10,148.52	16,356.91	10,200.00	9,915.00	(285.00)	97.21%
Ankeny Garden Club	446	1,476.22	1,453.29	1,380.00	-	(1,380.00)	0.00%
Miracle Park Fund	448	6,009.01	3,891.76	5,600.00	7,874.60	2,274.60	140.62%
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	7,674,413.52	(6,934,465.48)	52.53%
Enterprise:							
Solid Waste	500	969,245.14	1,033,264.93	1,176,500.00	580,251.03	(596,248.97)	49.32%
Utility Deposits	505	175,112.77	190,560.45	215,000.00	131,585.19	(83,414.81)	61.20%
Water Operations	510	14,307,193.75	17,689,723.18	16,898,148.00	10,908,514.14	(5,989,633.86)	64.55%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	33,368.66	-	-	-	-	
Sewer Operations	550	16,941,428.82	18,881,394.17	15,778,006.00	9,107,872.19	(6,670,133.81)	57.73%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	2,464,813.86	3,225,761.70	3,247,060.00	1,682,546.67	(1,564,513.33)	51.82%
Golf Course	590	1,369,033.89	1,808,498.72	1,725,000.00	1,234,138.49	(490,861.51)	71.54%
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	2,758,843.67	(25,813,466.33)	9.66%
Total Budgeted Revenues		$ 132,385,070.05	$ 156,708,454.45	$ 140,395,782.00	$ 66,371,599.41	$ (74,024,182.59)	47.27%
Internal Service:							
Revolving	710	$ 1,077,219.44	$ 1,052,222.98	$ 1,194,027.00	$ 574,950.31	$ (619,076.69)	48.15%
Risk Management	720	1,465,471.59	1,850,530.80	1,054,000.00	1,227,122.73	173,122.73	116.43%
Health Insurance	730	4,728,663.68	4,695,875.26	4,851,000.00	2,410,523.83	(2,440,476.17)	49.69%
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	$ 4,295,986.52	$ (2,955,779.48)	59.24%
Total All Revenues [1]		$ 139,855,027.44	$ 164,487,637.87	$ 147,647,548.00	$ 70,667,585.93	$ (76,979,962.07)	47.86%

[1] Includes interfund transactions.
[2] December is 50% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
December 31, 2021

Fund	Budget Number	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of December 31, 2021	Variance	Percent [2]
General:							
General	100	$ 30,172,860.85	$ 31,625,929.69	$ 37,898,857.00	$ 18,076,517.65	$ (19,822,339.35)	47.70%
Hotel/Motel Tax	233	872,442.43	488,398.77	794,072.00	681,629.82	(112,442.18)	85.84%
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	3,190,770.08	(3,797,418.92)	45.66%
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	1,259,252.47	(1,315,122.53)	48.91%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	17,856.10	35,631.42	20,000.00	28,888.09	8,888.09	144.44%
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	749,753.88	(408,275.12)	64.74%
Utility Deposits	505	139,500.00	171,585.00	208,000.00	91,635.00	(116,365.00)	44.06%
Water Operations	510	9,245,136.87	10,867,811.78	15,395,535.00	8,315,749.35	(7,079,785.65)	54.01%
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	5,447,344.01	(3,784,517.99)	59.01%
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	453,682.89	(479,524.11)	48.62%
Golf Course	590	1,442,950.04	1,491,559.00	1,818,932.00	957,138.26	(861,793.74)	52.62%
Capital Project:							
Utility Fund Capital Projects	6**	8,861,957.87	4,070,502.57	11,023,750.00	2,999,433.66	(8,024,316.34)	27.21%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	30,672,135.90	27,987,534.84	26,733,319.00	15,478,094.64	(11,255,224.36)	57.90%
Total Budgeted Expenditures		$ 138,702,130.07	$ 147,800,876.47	$ 149,835,922.00	$ 60,539,592.90	$ (89,296,329.10)	40.40%
Internal Service:							
Revolving	710	$ 993,977.17	$ 1,004,042.19	$ 1,194,027.00	$ 566,816.80	$ (627,210.20)	47.47%
Risk Management	720	1,339,442.05	1,754,405.96	1,054,000.00	856,323.52	(197,676.48)	81.25%
Health Insurance	730	3,617,690.69	3,879,564.17	5,388,000.00	2,162,614.46	(3,225,385.54)	40.14%
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	$ 3,634,116.78	$ (4,054,410.22)	47.27%
Total All Expenditures [1]		$ 144,700,013.21	$ 154,486,763.79	$ 157,524,449.00	$ 64,173,709.68	$ (93,350,739.32)	40.74%

[1] Includes interfund transactions.
[2] December is 50% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
December 31, 2021

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of December 31, 2021	Over (under) Budget	Percent [1]
General Fund:						
Property Tax:						
General Property Tax	$ 21,182,764	$ 23,406,273	$ 24,918,522	$ 13,068,354	$ (11,850,168)	52.44%
Ag Land Tax	12,090	13,090	12,943	8,710	(4,233)	67.30%
Airport Authority Levy	520,868	580,365	617,815	324,009	(293,806)	52.44%
Subtotal	$ 21,715,722	$ 23,999,728	$ 25,549,280	$ 13,401,073	$ (12,148,207)	52.45%
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	10,855	(4,446)	70.94%
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	781,457	(539,543)	59.16%
Cable TV Franchise Tax	267,155	256,414	260,000	129,838	(130,162)	49.94%
Subtotal	$ 3,066,947	$ 2,628,441	$ 2,910,125	$ 1,918,813	$ (991,312)	65.94%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	$ 64,258	$ 12,711	$ 58,000	$ 72,987	$ 14,987	125.84%
Cigarette Permits	6,875	4,500	5,000	1,450	(3,550)	29.00%
Solicitor Licenses	5,010	7,345	7,000	3,040	(3,960)	43.43%
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	7,591	(17,409)	30.36%
Fire Permits	3,170	8,885	7,000	2,013	(4,987)	28.76%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,150	14,525	14,000	6,780	(7,220)	48.43%
Building Permits	1,809,995	2,333,174	1,753,000	934,199	(818,801)	53.29%
Electrical Permits	178,164	192,981	141,000	88,010	(52,990)	62.42%
Heating Permits	115,850	128,679	94,000	58,316	(35,684)	62.04%
Plumbing Permits	132,677	149,211	127,000	64,946	(62,054)	51.14%
Driveway Permits	16,175	22,985	18,000	8,145	(9,855)	45.25%
Sidewalk Permits	16,700	23,685	19,000	7,595	(11,405)	39.97%
Moving/Demolition Permits	250	450	200	125	(75)	62.50%
Fence & Oversize Permits	53,321	115,325	99,000	29,304	(69,696)	29.60%
Subtotal	$ 2,441,603	$ 3,069,489	$ 2,372,600	$ 1,286,081	$ (1,086,519)	54.21%
Use of Money and Property:						
Interest	$ 1,869,636	$ 367,184	$ 300,000	$ 63,921	$ (236,079)	21.31%
Commissions	6,524	414	8,000	10,468	2,468	130.84%
Advertising	8,800	1,550	-	-	-	
Leases	40,851	46,525	42,934	8,152	(34,782)	18.99%
Community Centers Rental	46,355	39,777	50,000	31,434	(18,566)	62.87%
Park Shelter Rentals	9,824	18,985	17,000	11,618	(5,382)	68.34%
Sports Complex Rentals	61,523	96,612	72,000	74,845	2,845	103.95%
Aquatic Center Rentals	13,291	28,136	27,000	247	(26,753)	0.91%
Miscellaneous Rentals	4,877	3,628	13,000	4,345	(8,655)	33.42%
Subtotal	$ 2,061,680	$ 602,810	$ 529,934	$ 205,030	$ (324,904)	38.69%
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	78,322	(56,994)	57.88%
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	$ 915,207	$ (504,799)	64.45%
Service Charges:						
Police and Fire:						
Insurance Reports	$ 9,070	$ 8,325	$ 9,000	$ 4,583	$ (4,417)	50.92%
Fire/Ambulance Reports	270	205	200	50	(150)	25.00%
False Alarm Fees	3,800	4,455	4,000	900	(3,100)	22.50%
Ambulance Charges	2,150,712	2,331,846	2,140,704	1,382,935	(757,769)	64.60%
Fingerprinting	15,115	5,013	20,000	6,583	(13,417)	32.92%
Towing Surcharge	2,060	2,290	2,000	770	(1,230)	38.50%
Plan Review Fees	14,460	17,075	15,000	17,200	2,200	114.67%
Parks and Recreation:						
Admissions	320,376	248,738	412,000	360,755	(51,245)	87.56%
Season Passes	27,010	383,366	410,000	35,498	(374,502)	8.66%
Special Population	5,233	3,867	12,000	1,782	(10,218)	14.85%
Special Programs	152,511	62,776	158,000	41,068	(116,932)	25.99%
Rec Programs - Tax Exempt	231,089	298,889	315,000	216,522	(98,478)	68.74%

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of December 31, 2021	Over (under) Budget	Percent [1]
Swimming Lessons	26,021	98,960	97,000	5,904	(91,096)	6.09%
Dog Park Passes	35,611	39,026	35,000	8,205	(26,795)	23.44%
Housing and Subdivision:						
Housing Code	48,725	54,505	70,000	53,100	(16,900)	75.86%
Plan Review Fees	224,747	396,464	224,000	188,260	(35,740)	84.04%
Site Plan Review	11,920	12,030	11,000	8,940	(2,060)	81.27%
Zoning	5,200	7,990	4,000	2,975	(1,025)	74.38%
Subdivision Filing Fees	11,605	14,220	12,000	6,060	(5,940)	50.50%
Board of Adjustment Fees	1,940	4,920	1,000	1,380	380	138.00%
Architect Review Board Fees	6,625	4,910	4,000	3,305	(695)	82.63%
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	165	(335)	33.00%
Copy Charges	5,226	4,712	8,000	4,474	(3,526)	55.92%
Miscellaneous Service Charges	16,104	13,645	9,000	6,634	(2,366)	73.71%
Subtotal	$ 3,631,274	$ 4,285,775	$ 4,309,042	$ 2,522,150	$ (1,786,892)	58.53%
Other Revenues:						
Map Sales	$ 55	$ 25	$ -	$ 15	$ 15	
Sales/Salvages	3,170	6,470	600	1,536	936	255.93%
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	3,300	(14,700)	18.33%
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	25,899	(34,101)	43.16%
Library Fines	29,139	19,374	40,000	10,787	(29,213)	26.97%
Miscellaneous Library Revenues	3,460	7,808	8,000	3,258	(4,742)	40.72%
Miscellaneous Revenues	12,627	110,363	3,500	15,653	12,153	447.24%
Overages/Shortages	900	971	-	786	786	
Subtotal	$ 517,086	$ 574,481	$ 593,232	$ 298,668	$ (294,564)	50.35%
Fund Total	$ 34,914,489	$ 38,335,983	$ 37,684,219	$ 20,547,022	$ (17,137,197)	54.52%
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	$ 4,516,819	$ (4,187,181)	51.89%
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	$ 4,523,919	$ (4,208,081)	51.81%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	$ 8,060,008	$ 8,126,830	$ 8,251,135	$ 4,451,259	$ (3,799,876)	53.95%
TIF District Urban Renewal II	-	259,026	366,255	190,043	(176,212)	51.89%
TIF District Urban Renewal III	484,184	376,097	475,911	226,890	(249,021)	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	$ 4,868,192	$ (4,242,109)	53.44%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	$ 2,083,465	$ 2,128,826	$ 2,265,320	$ 1,188,032	$ (1,077,288)	52.44%
Non-property Taxes:						
Mobile Home Tax	1,418	1,420	1,000	963	(37)	96.29%
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	$ 1,250,995	$ (1,138,718)	52.35%
Debt Service Fund:						
Property Tax:						
General Property Tax	$ 13,157,967	$ 13,540,664	$ 14,164,758	$ 7,448,291	$ (6,716,467)	52.58%
Non-property Taxes:						
Mobile Home Tax	8,278	8,385	9,000	5,606	(3,394)	62.29%
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 December 31, 2021	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	$ 7,674,414	$ (6,934,465)	52.53%
Solid Waste Fund:						
Recycling Fees	$ 947,603	$ 1,013,951	1,158,000	570,939	(587,061)	49.30%
Service Charges	17,633	18,479	18,000	9,312	(8,688)	51.73%
Interest	4,009	835	500	-	(500)	0.00%
Fund Total	$ 969,245	$ 1,033,265	$ 1,176,500	$ 580,251	$ (596,249)	49.32%
Water Fund:						
Refunds	$ 19,340	$ 7,452	11,000	12,460	$ 1,460	113.28%
Sales Tax	801	501	-	(209)	(209)	
Excise Tax	697,494	854,186	894,000	553,248	(340,752)	61.88%
Cell Tower Lease	78,382	104,105	79,576	32,998	(46,578)	41.47%
Outside Billing	29,206	25,040	22,000	2,865	(19,135)	13.02%
Water Sales	9,479,446	12,019,100	11,769,054	8,095,717	(3,673,337)	68.79%
Hook Up Fees	312,617	708,238	200,000	148,116	(51,884)	74.06%
Meter Sales	463,347	568,996	600,000	262,556	(337,444)	43.76%
Temporary Water Sales	108,100	118,620	87,000	43,880	(43,120)	50.44%
Water Availability	2,977,547	3,131,602	3,128,518	1,653,881	(1,474,637)	52.86%
Service Charges	94,128	118,893	97,000	68,975	(28,025)	71.11%
Unapplied Credits	(5,364)	9,362	-	32,521	32,521	
Deposits	175,113	190,560	215,000	131,585	(83,415)	61.20%
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	$ 11,040,099	$ (6,073,049)	64.51%
Sewer Fund:						
Sales Tax	$ 237,836	$ 267,234	$ 240,000	$ 120,932	$ (119,068)	50.39%
Refunds	-	1,704	-	-	-	
Miscellaneous	5,933	-	-	-	-	
Miscellaneous Service Charge	67,688	71,340	70,000	32,452	(37,548)	46.36%
Sewer Disposal Fee	-	1,435	-	-	-	
Sewer Rental	9,466,913	10,842,210	9,076,946	5,132,566	(3,944,380)	56.55%
Hook Up Fees	877,613	1,163,433	400,000	632,592	232,592	158.15%
Sewer Availability	6,231,200	6,527,031	5,975,060	3,177,274	(2,797,786)	53.18%
Interest	54,245	7,008	16,000	12,056	(3,944)	75.35%
Fund Total	$ 16,941,429	$ 18,881,394	$ 15,778,006	$ 9,107,872	$ (6,670,134)	57.73%
Storm Water Fund						
Permits	$ 10,122	$ 131,131	$ 87,000	$ 50,130	$ (36,870)	57.62%
Interest	25,013	7,493	6,000	-	(6,000)	0.00%
Sales Tax	41,906	56,134	59,000	30,375	(28,625)	51.48%
Service Charges	2,387,744	3,031,004	3,095,060	1,601,628	(1,493,432)	51.75%
Miscellaneous	29	-	-	413	413	
Fund Total	$ 2,464,814	$ 3,225,762	$ 3,247,060	$ 1,682,547	$ (1,564,513)	51.82%
Golf Course Fund:						
Refunds	$ 975	$ 1,748	$ 1,000	$ 1,980	$ 980	198.00%
Rebates	-	128	-	-	-	
Commissions	1,213	-	2,000	5,970	3,970	298.50%
Miscellaneous Service Charges	23,032	9,419	29,000	14,581	(14,419)	50.28%
Gift Certificates	2,593	5,161	-	3,557	3,557	
Driving Range	131,664	198,423	110,000	97,436	(12,564)	88.58%
Rec Program Fees	10,825	22,296	21,000	(340)	(21,340)	-1.62%
Overages (Shortages)	(36)	(394)	-	(301)	(301)	
Food and Beverage Sales	154,464	134,467	225,000	143,611	(81,389)	63.83%
Clubhouse and Banquet Rental	41,811	25,162	38,000	15,465	(22,535)	40.70%
Alcoholic Beverage Sales	147,942	204,177	201,000	169,890	(31,110)	84.52%
Season Passes	55,578	97,094	63,000	1,160	(61,840)	1.84%
Greens Fees	400,827	567,382	512,000	401,488	(110,512)	78.42%
Merchandise Sales	74,720	103,715	106,000	61,794	(44,206)	58.30%
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	22,132	(8,868)	71.39%
Miscellaneous Revenue	35,691	58,305	56,000	48,261	(7,739)	86.18%
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	$ 1,234,138	$ (490,862)	71.54%
Total - Major Operating Funds	$ 110,652,836	$ 131,367,670	$ 111,567,826	$ 62,511,449	$ (49,056,377)	56.03%

[1] December is 50% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
December 31, 2021

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	$ 7,000	$ 70,488	$ 63,488	1007%	$ 911,040	$ 801,678	$ (109,362)	88%
Police Operations	1112	309,707	200,598	(109,109)	65%	7,742,612	2,907,451	(4,835,161)	38%
Police Support Services	1114	48,000	18,966	(29,034)	40%	2,228,406	1,166,580	(1,061,826)	52%
Crossing Guards	1119	-	329	329		87,586	41,255	(46,331)	47%
Emergency Preparedness	1140	-	-	-	N/A	92,961	20,762	(72,199)	22%
Fire Support	1141	389,200	206,531	(182,669)	53%	1,120,554	526,933	(593,621)	47%
Fire Suppression	1142	1,000	8,632	7,632	863%	3,102,992	1,663,221	(1,439,771)	54%
Emergency Medical Services	1144	2,141,704	1,401,143	(740,561)	65%	5,192,452	2,277,442	(2,915,010)	44%
Code Enforcement	1460	2,458,200	1,412,712	(1,045,488)	57%	1,906,063	920,254	(985,809)	48%
Animal Control	2224	500	165	(335)	33%	13,000	10,500	(2,500)	81%
Subtotal		$ 5,355,311	$ 3,319,564	$ (2,035,747)	62%	$ 22,397,666	$ 10,336,078	$ (12,061,588)	46%
Health & Social Services:									
Mosquito Control	2223	$ -	$ -	$ -		$ -	$ -	$ -	
Special Populations	2448	12,000	1,782	(10,218)	15%	19,000	730	(18,270)	4%
				-				-	
Subtotal		$ 12,000	$ 1,782	$ (10,218)	15%	$ 19,000	$ 730	$ (18,270)	4%
Culture & Recreation:									
Library	2331	$ 229,616	$ 141,961	$ (87,655)	62%	$ 2,495,852	$ 1,254,839	$ (1,241,013)	50%
Park Administration	2440	57,000	29,936	(27,064)	53%	328,156	180,076	(148,080)	55%
Park Maintenance	2441	-	-	-	N/A	1,690,743	741,942	(948,801)	44%
Recreation Programs	2442	475,000	257,422	(217,578)	54%	913,738	482,721	(431,017)	53%
Community Center	2443	50,000	42,533	(7,467)	85%	129,050	14,521	(114,529)	11%
Aquatic Centers	2444	1,108,000	535,823	(572,177)	48%	1,287,567	764,735	(522,832)	59%
Prairie Ridge Sports Complex	2445	336,761	120,912	(215,849)	36%	997,488	477,105	(520,383)	48%
Hawkeye Concessions	2446	63,000	30,399	(32,601)	48%	59,449	21,976	(37,473)	37%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		$ 2,319,377	$ 1,158,986	$ (1,160,391)	50%	$ 7,902,643	$ 3,937,914	$ (3,964,729)	50%
Public Works:									
Public Transportation	3540	$ -	$ -	$ -		$ -	$ -	$ -	
Airport Authority	3548	637,714	334,608	(303,106)	52%	637,414	318,707	(318,707)	50%
Subtotal		$ 637,714	$ 334,608	$ (303,106)	52%	$ 637,414	$ 318,707	$ (318,707)	50%
Community & Economic Development:									
Development Engineering	3545	$ 98,000	$ 21,504	$ (76,496)	22%	$ 878,523	$ 464,380	$ (414,143)	53%
Housing Authority	3648	-	-	-	N/A	13,208	8,208	(5,000)	62%
Economic Development	4886	-	-	-	N/A	351,107	164,734	(186,373)	47%
Planning & Building	4887	34,000	24,475	(9,525)	72%	1,095,316	526,417	(568,899)	48%
Subtotal		$ 132,000	$ 45,979	$ (86,021)	35%	$ 2,338,154	$ 1,163,739	$ (1,174,415)	50%
General Government:									
Communications	2335	$ -	$ 2,400	$ 2,400	N/A	$ 424,502	$ 208,544	$ (215,958)	49%
Mayor and City Council	4881	-	-	-	N/A	224,741	117,783	(106,958)	52%
Human Resources	4882	-	-	-	N/A	466,648	213,189	(253,459)	46%
City Manager	4883	-	-	-	N/A	1,022,837	596,875	(425,962)	58%
City Clerk	4884	100,400	87,889	(12,511)	88%	495,162	214,704	(280,458)	43%
Finance	4885	28,792,279	15,430,733	(13,361,546)	54%	545,865	263,010	(282,855)	48%
Information Technology	4889	335,138	165,081	(170,057)	49%	1,340,555	666,961	(673,594)	50%
City Hall Building	4891	-	-	-	N/A	83,670	38,285	(45,385)	46%
Subtotal		$ 29,227,817	$ 15,686,103	$ (13,541,714)	54%	$ 4,603,980	$ 2,319,350	$ (2,284,630)	50%
Total General Fund		$ 37,684,219	$ 20,547,022	$ (17,137,197)	55%	$ 37,898,857	$ 18,076,518	$ (19,822,339)	48%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	$ 3,000	$ 2,000	$ (1,000)	67%	$ 794,072	$ 681,630	$ (112,442)	86%

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	$ -	$ -	$ -	N/A	$ 682,000	$ 336,567	$ (345,433)	49%
Roadway Administration	3261	8,732,000	4,523,919	(4,208,081)	52%	1,844,154	962,771	(881,383)	52%
Roadway Maintenance	3262	-	-	-	N/A	2,418,791	1,197,570	(1,221,221)	50%
Snow and Ice Control	3263	-	-	-	N/A	836,126	243,693	(592,433)	29%
Traffic Safety	3265	-	-	-	N/A	1,207,118	450,168	(756,950)	37%
Total Road Use Tax Fund		$ 8,732,000	$ 4,523,919	$ (4,208,081)	52%	$ 6,988,189	$ 3,190,770	$ (3,797,419)	46%
Tax Increment Financing									
Community and Economic Development	4280	$ 9,110,301	$ 4,868,192	$ (4,242,109)	53%	$ 1,997,804	$ 88,298	$ (1,909,506)	4%
Police and Fire Retirement									
Public Safety:	4290	$ 2,389,713	$ 1,250,995	$ (1,138,718)	52%	$ 2,574,375	$ 1,259,252	$ (1,315,123)	49%
Debt Service									
Debt Service:	4300	$ 14,608,879	$ 7,674,414	$ (6,934,465)	53%	$ 23,630,465	$ 2,341,729	$ (21,288,736)	10%
Solid Waste									
Enterprise:	3500	$ 1,176,500	$ 580,251	$ (596,249)	49%	$ 1,158,029	$ 749,754	$ (408,275)	65%
Water									
Enterprise:									
Utility Deposits	3505	$ 215,000	$ 131,585	$ (83,415)	61%	$ 208,000	$ 91,635	$ (116,365)	44%
Water Administration	3510	16,898,148	10,908,514	(5,989,634)	65%	13,119,565	7,234,934	(5,884,632)	55%
Water Maintenance	3512	-	-	-	N/A	2,275,970	1,080,816	(1,195,154)	47%
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	$ 11,040,099	$ (6,073,049)	65%	$ 20,917,773	$ 8,713,088	$ (12,204,685)	42%
Sewer									
Enterprise:									
Wastewater Administration	3550	$ 15,778,006	$ 9,107,872	$ (6,670,134)	58%	$ 7,942,079	$ 4,628,640	$ (3,313,439)	58%
Wastewater Operations	3552	-	-	-	N/A	1,289,783	818,704	(471,079)	63%
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	$ 9,107,872	$ (6,670,134)	58%	$ 13,308,150	$ 5,507,988	$ (7,800,162)	41%
Storm Water									
Enterprise:									
Storm Water Administration	3580	$ 3,247,060	$ 1,682,547	$ (1,564,513)	52%	$ 735,388	$ 354,901	$ (380,487)	48%
Street Cleaning	3584	-	-	-	N/A	197,819	98,782	(99,037)	50%
Total Storm Water Fund		$ 3,247,060	$ 1,682,547	$ (1,564,513)	52%	$ 933,207	$ 453,683	$ (479,524)	49%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	$ 1,000	$ 1,980	$ 980	198%	$ 615,474	$ 303,134	$ (312,340)	49%
Golf Course Pro Shop	2592	1,182,000	841,984	(340,016)	71%	612,958	313,456	(299,502)	51%
Golf Course Banquet Services	2595	542,000	390,174	(151,826)	72%	590,500	340,548	(249,952)	58%
Total Golf Course Fund		$ 1,725,000	$ 1,234,138	$ (490,862)	72%	$ 1,818,932	$ 957,138	$ (861,794)	53%
Total		$ 111,567,826	$ 62,511,449	$ (49,056,377)	56%	$ 112,019,853	$ 42,019,848	$ (70,000,005)	38%

City of Ankeny
Investment Schedule
December 2021

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance December 31, 2021
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	27,090,650.24	-	-	13,724.62	-	27,090,650.24
Subtotal								$ 42,090,650.24	$ -	$ -	$ 200,738.34	$ 6,000,000.00	$ 36,090,650.24
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	14,760,048.10	-	-	7,436.61	-	14,760,048.10
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	76,833,117.60	-	-	31,707.95	14,920,362.30	61,912,755.30
	Farmers State Bank	MM	Money market	0.350%	N/A	N/A	MM	10,016,751.87	-	-	17,656.08	-	10,016,751.87
Subtotal								$ 133,581,464.49	$ -	$ -	$ 63,667.20	$ 19,913,501.19	$ 113,667,963.30
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								$ 182,172,114.73	$ -	$ -	$ 276,461.32	$ 26,913,501.19	$ 155,258,613.54

Totals by Institution

Bank of the West								$ -	$ -	$ -	$ -	$ -	$ -
Bankers Trust								-	-	-	-	-	-
BNP Paribas								-	-	-	-	-	-
Community State								7,500,000.00	-	-	-	-	7,500,000.00
Farmers State Bank								15,016,751.87	-	-	17,656.08	-	15,016,751.87

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance December 31, 2021
	First National Bank							-	-	-	-	-	-
	Great Southern Bank							-	-	-	-	-	-
	Great Western Bank							103,923,767.84	-	-	45,432.57	14,920,362.30	89,003,405.54
	IPAIT							15,000,015.52	-	-	199,074.95	7,000,000.00	8,000,015.52
	Lincoln Savings Bank							17,760,048.10	-	-	7,436.61	-	17,760,048.10
	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							$ 182,172,114.73	$ -	$ -	$ 276,461.32	$ 26,913,501.19	$ 155,258,613.54
	Totals by Type												
	Mutual fund							$ -	$ -	$ -	$ -	$ -	$ -
	CD							35,500,000.00	-	-	199,069.50	7,000,000.00	28,500,000.00
	Money market							128,700,583.33	-	-	70,530.71	14,920,362.30	113,780,221.03
	Federal security							-	-	-	-	-	-
	Commercial paper							17,971,531.40	-	-	6,861.11	4,993,138.89	12,978,392.51
								$ 182,172,114.73	$ -	$ -	$ 276,461.32	$ 26,913,501.19	$ 155,258,613.54

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 December 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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December 2021 Building Permit Report

City of Ankeny

Building Permit Report

Month of December 2021

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	December-21		December-20		1/1/2021-12/31/2021		1/1/2020-12/31/2020		7/1/2021-12/31/2021	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	59	$17,211,050	54	$16,792,829	653	$191,091,830	740	$212,543,027	260	$78,975,247
New Single Family Attached/Duplex	6	$1,405,914	35	$6,948,217	258	$59,929,151	377	$73,081,187	126	$30,523,674
New Multi - Family	28	$4,702,072	0	$0	45	$16,179,010	50	$7,258,961	44	$16,179,010
Total New Residential Permits	**93**	**$23,319,036**	**89**	**$23,741,046**	**956**	**$267,199,991**	**1167**	**$292,883,175**	**430**	**$125,677,931**
Additions/Alterations/Other (1)	49	$734,398	40	$562,907	878	$8,159,355	942	$7,612,986	386	$4,340,447
Total New Dwelling Units	***93***		***89***		***1175***		***1178***		***476***	
NON-RESIDENTIAL										
New Commercial	3	$2,524,438	4	$2,182,646	28	$116,246,592	23	$70,376,868	15	$41,039,813
COM Additions/Alterations/Other	8	$1,532,428	6	$1,532,809	128	$95,895,805	93	$26,671,119	67	$33,290,069
New Church	0	$0	0	$0	0	$0	0	$0	0	$0
CHR Additions/Alterations/Other	0	$0	0	$0	7	$4,839,000	6	$4,324,232	2	$55,000
New School	0	$0	0	$0	0	$0	0	$0	0	$0
SCH Additions/Alterations/Other	0	$0	0	$0	1	$5,176,000	3	$20,065,000	0	$0
Total Non Residential Permits	**11**	**$4,056,866**	**10**	**$3,715,455**	**164**	**$222,157,397**	**125**	**$121,437,219**	**84**	**$74,384,882**
MISC PERMITS (2)	49	$54,423	56	$346,803	1147	$1,219,120	985	$1,445,764	584	$603,554
TOTALS	**202**	**$28,164,723**	**195**	**$28,366,211**	**3145**	**$498,735,863**	**3219**	**$423,379,144**	**1484**	**$205,006,814**

(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 December 2021

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	12/1/2021	$287,038	21-7360-NEW	2521 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Detached	New Building	12/1/2021	$355,506	21-7545-NEW	2516 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Detached	New Building	12/1/2021	$288,190	21-7551-NEW	2517 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Detached	New Building	12/1/2021	$291,647	21-7561-NEW	3105 NW 27th Cir	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/1/2021	$304,262	21-7563-NEW	3109 NW 27th Cir	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/1/2021	$270,923	21-7564-NEW	3113 NW 27th Cir	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/1/2021	$288,547	21-7565-NEW	3218 NW 27th Cir	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/1/2021	$288,190	21-7578-NEW	2529 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Detached	New Building	12/1/2021	$313,465	21-7829-NEW	3214 NW 27th Cir	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/3/2021	$472,641	21-7800-NEW	2773 SW 21st Cir	Giovanti Homes LLC	Giovanti Homes LLC
Single Family Detached	New Building	12/3/2021	$424,389	21-7931-NEW	6008 NE Briarwood Dr	Kyanite Design & Build	Kyanite Design & Build
Single Family Detached	New Building	12/6/2021	$271,703	21-7060-NEW	3313 NW Reinhart Dr	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	12/6/2021	$323,147	21-7062-NEW	3403 NW Reinhart Dr	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	12/6/2021	$280,590	21-7249-NEW	1404 NW 27th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	12/6/2021	$322,915	21-7250-NEW	1208 NW 27th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	12/6/2021	$375,867	21-7430-NEW	707 SW Magazine Rd	Caliber Homes	Caliber Homes
Single Family Detached	New Building	12/6/2021	$294,859	21-7464-NEW	515 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	12/7/2021	$287,898	21-7418-NEW	2215 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/7/2021	$391,001	21-7513-NEW	2304 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/8/2021	$184,651	21-7008-NEW	2923 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/8/2021	$203,751	21-7465-NEW	4120 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/8/2021	$228,280	21-7474-NEW	4124 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/8/2021	$221,280	21-7491-NEW	4128 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/8/2021	$212,106	21-7492-NEW	4202 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/8/2021	$230,569	21-7493-NEW	4209 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/8/2021	$228,280	21-7496-NEW	4205 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/8/2021	$203,511	21-7497-NEW	1212 NW Watercrest Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/8/2021	$225,355	21-7498-NEW	1208 NW Watercrest Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/8/2021	$639,480	21-7924-NEW	6102 NE Briarwood Dr	Kyanite Design & Build	Kyanite Design & Build
Single Family Detached	New Building	12/9/2021	$288,593	21-7577-NEW	2525 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Detached	New Building	12/9/2021	$225,883	21-7968-NEW	621 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	12/10/2021	$436,757	21-8028-NEW	6004 NE Briarwood Dr	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	12/13/2021	$397,010	21-7105-NEW	2018 SE Justice Ct	Zenith Design Build	Zenith Design Build
Single Family Detached	New Building	12/13/2021	$277,028	21-8048-NEW	4117 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	12/13/2021	$244,708	21-8049-NEW	4105 NE 6th St	Genesis Homes Inc	Genesis Homes of Iowa LLC
Single Family Detached	New Building	12/13/2021	$336,576	21-8079-NEW	2809 NW 28th St	Kyanite Design & Build	Kyanite Design & Build
Single Family Detached	New Building	12/13/2021	$345,633	21-8085-NEW	2813 NW 28th St	Kyanite Design & Build	Kyanite Design & Build
Single Family Detached	New Building	12/13/2021	$268,124	21-8146-NEW	1215 NW 29th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/13/2021	$291,547	21-8151-NEW	1211 NW 29th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/13/2021	$304,382	21-8154-NEW	1207 NW 29th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	12/14/2021	$492,400	21-7588-NEW	2805 NW Westwood Ct	MJ Properties	MJ Properties
Single Family Detached	New Building	12/15/2021	$264,585	21-8065-NEW	1109 SW Magazine Rd	Redwood Builders LLC	Redwood Builders LLC
Single Family Detached	New Building	12/17/2021	$350,760	21-8133-NEW	2003 NW 31st St	Kimberley Development Corp	Kimberley Development Corp

Single Family Detached	New Building	12/17/2021	$291,169	21-8217-NEW	4124 NE 6th St	DS Solid Construction LLC	DS Solid Construction LLC
Single Family Detached	New Building	12/20/2021	$184,651	21-7515-NEW	3081 NW Irvinedale Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/20/2021	$344,243	21-8157-NEW	1921 NW 31st St	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	12/20/2021	$207,915	21-8210-NEW	705 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Inc
Single Family Detached	New Building	12/20/2021	$224,583	21-8211-NEW	709 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	12/20/2021	$241,085	21-8212-NEW	717 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	12/20/2021	$261,343	21-8213-NEW	721 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	12/20/2021	$242,765	21-8215-NEW	628 NE Pearl Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	12/20/2021	$218,065	21-8216-NEW	612 NE Pearl Dr	Genesis Homes Inc	Genesis Homes of Iowa LLC
Single Family Detached	New Building	12/20/2021	$207,915	21-8239-NEW	616 NE Pearl Dr	Genesis Homes Inc	Genesis Homes of Iowa LLC
Single Family Detached	New Building	12/22/2021	$261,051	21-7975-NEW	4104 NW 13th St	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	12/22/2021	$284,288	21-7976-NEW	4108 NW 13th St	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	12/22/2021	$264,778	21-7979-NEW	4116 NW 13th St	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	12/22/2021	$248,939	21-8026-NEW	4112 NW 13th St	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	12/29/2021	$184,651	21-8382-NEW	2919 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/29/2021	$309,582	21-8037-NEW	2503 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Attached	New Building	12/3/2021	$234,284	21-7916-NEW	4311 NW Arlan Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/3/2021	$234,354	21-7915-NEW	4315 NW Arlan Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/29/2021	$234,284	21-8398-NEW	4301 NW Sharmin Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/29/2021	$234,354	21-8397-NEW	4305 NW Sharmin Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/29/2021	$234,284	21-8396-NEW	4309 NW Sharmin Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/29/2021	$234,354	21-8395-NEW	4313 NW Sharmin Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Multi-Family	New Building	12/1/2021	$221,843	21-6613-NEW	1201 SW 11th Ln Unit 101	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$183,049	21-6648-NEW	1201 SW 11th Ln Unit 102	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$183,049	21-6650-NEW	1201 SW 11th Ln Unit 103	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$221,843	21-6652-NEW	1201 SW 11th Ln Unit 104	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$112,393	21-6654-NEW	1201 SW 11th Ln Unit 105	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$112,393	21-6657-NEW	1201 SW 11th Ln Unit 106	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$163,051	21-6659-NEW	1201 SW 11th Ln Unit 201	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$158,919	21-6661-NEW	1201 SW 11th Ln Unit 202	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$158,919	21-6663-NEW	1201 SW 11th Ln Unit 203	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$163,051	21-6665-NEW	1201 SW 11th Ln Unit 204	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$188,244	21-6667-NEW	1201 SW 11th Ln Unit 205	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$148,019	21-6669-NEW	1201 SW 11th Ln Unit 206	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$148,019	21-6671-NEW	1201 SW 11th Ln Unit 207	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/1/2021	$188,244	21-6673-NEW	1201 SW 11th Ln Unit 208	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$221,843	21-6624-NEW	1120 SW Westview Ln Unit 101	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$183,049	21-6649-NEW	1120 SW Westview Ln Unit 102	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$183,049	21-6651-NEW	1120 SW Westview Ln Unit 103	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$221,843	21-6653-NEW	1120 SW Westview Ln Unit 104	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$112,393	21-6655-NEW	1120 SW Westview Ln Unit 105	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$112,393	21-6658-NEW	1120 SW Westview Ln Unit 106	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$163,051	21-6660-NEW	1120 SW Westview Ln Unit 201	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$158,919	21-6662-NEW	1120 SW Westview Ln Unit 202	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$158,919	21-6664-NEW	1120 SW Westview Ln Unit 203	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$163,051	21-6666-NEW	1120 SW Westview Ln Unit 204	Happe Commercial	Happe Commercial

Multi-Family	New Building	12/10/2021	$188,244	21-6668-NEW	1120 SW Westview Ln Unit 205	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$148,019	21-6670-NEW	1120 SW Westview Ln Unit 206	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$148,019	21-6672-NEW	1120 SW Westview Ln Unit 207	Happe Commercial	Happe Commercial
Multi-Family	New Building	12/10/2021	$188,244	21-6674-NEW	1120 SW Westview Ln Unit 208	Happe Commercial	Happe Commercial
Single Family Detached	Building Addition	12/2/2021	$25,071	21-7686-ADD	2940 SW Meadow Ridge Dr	T & E Construction Inc	T & E Construction Inc
Single Family Detached	Solar	12/2/2021	$32,162	21-7692-SOL	2601 SW 23rd St	SunPro Solar	Marc Jones Construction
Single Family Detached	Building Alteration	12/2/2021	$500	21-7833-ALT	118 NE Grant St	Tami S Skadeland	Tami S Skadeland
Single Family Detached	Building Alteration	12/3/2021	$3,400	21-8038-ALT	514 SW Ash Dr	BAM Basements	BAM Basements
Single Family Detached	Building Alteration	12/6/2021	$22,458	21-7940-ALT	4215 NW Cedarwood Dr	Andrew Mumm	Andrew Mumm
Single Family Detached	Solar	12/8/2021	$24,610	21-7807-SOL	1327 NW Shoreline Ct	SunPro Solar	Marc Jones Construction
Single Family Detached	Building Alteration	12/8/2021	$24,082	21-7961-ALT	5025 NE Innsbruck Dr	Justin M Warnke	Justin M Warnke
Single Family Detached	Solar	12/9/2021	$8,000	21-8054-SOL	214 NW Springbrooke Ct	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	12/9/2021	$3,400	21-8156-ALT	214 SE 8th St	BAM Basements	BAM Basements
Single Family Detached	Solar	12/10/2021	$49,988	21-8113-SOL	210 NW Benjamin Dr	SunPro Solar	Marc Jones Construction
Single Family Detached	Building Alteration	12/13/2021	$820	21-8063-ALT	438 SE Sharon Dr	Cody Mckinley	Home Improvement Special
Single Family Detached	Building Alteration	12/13/2021	$23,200	21-8091-ALT	3216 NW 30th St	Williams Tyler	Williams Tyler
Single Family Detached	Solar	12/13/2021	$30,000	21-8196-SOL	1006 SE Rio Dr	Purelight Power	Purelight Power
Single Family Detached	Solar	12/15/2021	$34,427	21-8270-SOL	3214 NE Huntington Ln	SunPro Solar	Marc Jones Construction
Single Family Detached	Solar	12/16/2021	$20,000	21-8269-SOL	502 NW Ridgeline Dr	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	12/16/2021	$3,434	21-8274-ALT	1708 NW Ridgeline Ct	Calvin E Griffiths	Calvin E Griffiths
Single Family Detached	Solar	12/20/2021	$24,427	21-8327-SOL	529 NE Stoneridge Dr	One Source Solar	1 Source Solar
Single Family Detached	Building Alteration	12/22/2021	$8,000	21-8076-ALT	1008 SW 3rd St	Roa Works, LLC	Roa Works, LLC
Single Family Detached	Building Alteration	12/22/2021	$5,200	21-8401-ALT	3905 NE Bellagio Cir	Roa Works, LLC	Roa Works, LLC
Single Family Detached	Building Alteration	12/23/2021	$19,070	21-8402-ALT	1226 NW Reinhart Dr	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Solar	12/23/2021	$18,200	21-8403-SOL	706 NE Georgetown Ct	One Source Solar	1 Source Solar
Single Family Detached	Solar	12/23/2021	$30,980	21-8409-SOL	2201 NW Pleasant St	SunPro Solar	Marc Jones Construction
Single Family Detached	Solar	12/27/2021	$37,988	21-8413-SOL	913 NE Barrington Ct	SunPro Solar	Marc Jones Construction
Single Family Detached	Building Alteration	12/28/2021	$10,440	21-8415-ALT	2403 NW North Creek Dr	Ryan Houseman	Ryan Houseman
Single Family Detached	Solar	12/29/2021	$22,304	21-5834-SOL	2506 SW 35th St	Cayden Blackburn	Ryan Fuhr
Single Family Detached	Pergola	12/29/2021	$5,040	21-8388-PERG	1006 NW Ridge Rd	Jon Carrington	Blue Ribbon Contracting
Single Family Detached	Building Alteration	12/29/2021	$17,075	21-8495-ALT	4123 NW Linwood Dr	Rodgers Building & Remodeling	Rodgers Building & Remodeling
Single Family Detached	Garage	12/20/2021	$34,460	21-7351-GAR	429 SW Oak Ln	Juan Rojas Hernandez	Juan Rojas Hernandez
Single Family Detached	Shed	12/2/2021	$1,920	21-7355-SHD	3127 NW 29th St	Senad Beslija	Senad Beslija
Single Family Detached	Shed	12/8/2021	$1,600	21-7971-SHD	514 NW Cherry Glen Dr	Thomas A Bartello	Tuff Shed
Single Family Detached	Shed	12/14/2021	$1,920	21-8240-SHD	1305 NW 27th St	Edward McEwan	Edward McEwan
Single Family Detached	Shed	12/22/2021	$2,400	21-8278-SHD	3917 NW 13th St	Lowe's	Lowe's
Single Family Detached	Spa/Hot Tub	12/1/2021		21-7926-SPA	2203 NE 16th St	John M Muehe	Hot Springs Spa
Single Family Detached	Spa/Hot Tub	12/14/2021		21-8241-SPA	1305 NW 27th St	Edward McEwan	Edward McEwan
Single Family Detached	Swimming Pool	12/2/2021		21-7946-POOL	601 NW Horizon Ct	Toy Box Construction	Toy Box Construction
Single Family Detached	Swimming Pool	12/2/2021		21-7921-POOL	1307 NW 29th St	Toy Box Construction	Toy Box Construction
Single Family Detached	Swimming Pool	12/2/2021		21-7939-POOL	1106 NE Hillside Dr	Toy Box Construction	Toy Box Construction
Single Family Detached	Swimming Pool	12/7/2021		21-7271-POOL	2111 SW White Birch Dr	Pool Escapes	Pool Escapes
Single Family Detached	Swimming Pool	12/13/2021		21-8198-POOL	2205 NE 14th Ct	Central Iowa Pool & Spa	Central Iowa Pool & Spa

Single Family Detached	Swimming Pool	12/16/2021		21-7343-POOL	511 NE 48th Ct	Precision Pools of Central Iowa	Precision Pools of Central Iowa
Multi-Family	Swimming Pool	12/21/2021	$170,000	21-6905-POOL	6202 NE Grant Ln	Harvest Ridge Builders	Harvest Ridge Builders
Single Family Detached	Deck	12/3/2021	$2,304	21-7267-DECK	2308 SE Clover Ridge Ct	Vishal Patel	Vishal Patel
Single Family Detached	Deck	12/3/2021	$2,750	21-7443-DECK	3112 NW 25th St	Vishal Patel	Vishal Patel
Single Family Detached	Deck	12/3/2021	$2,304	21-7849-DECK	3106 NW 13th St	Kristen Haro	Kristen Haro
Single Family Detached	Deck	12/8/2021	$1,728	21-7977-DECK	407 SW 16th St	Hubbell Homes LC	Hubbell Homes LC
Single Family Detached	Deck	12/8/2021	$1,728	21-8012-DECK	317 SW 16th St	Hubbell Homes LC	Hubbell Homes LC
Single Family Detached	Deck	12/8/2021	$4,416	21-8029-DECK	4009 SW Bluegrass Dr	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Deck	12/9/2021	$1,152	21-7982-DECK	312 NE Georgetown Blvd	Arkel Construction & Remodel	Arkel Construction & Remodel
Single Family Detached	Deck	12/20/2021	$1,440	21-8057-DECK	2809 SW Plaza Ln	Vishal Patel	Vishal Patel
Restaurant	New Building	12/3/2021	$1,200,000	21-6765-NEW	1730 N Ankeny Blvd	Cyntergy	Edge Commercial
Office	Building Shell	12/1/2021	$691,573	21-6504-SHELL	3607 NE Otterview Cir	JCorp Inc	JCorp Inc
Mixed Use	Building Shell	12/9/2021	$632,865	21-7428-SHELL	1520 S Ankeny Blvd	Imprint Architects	Accurate Commercial
Retail	Building Alteration	12/29/2021	$953,428	21-6502-ALT	2135 SE Delaware Ave	Hayden Hesler	Novak Construction Company
Retail	Building Addition	12/9/2021	$125,000	21-7401-ADD	1505 NE 36th St	DRA Properties	DRA Properties LLC
Retail	Building Alteration	12/7/2021	$1,000	21-7554-ALT	1805 SE Delaware Ave Ste 1200	Justin Waggoner	Justin Waggoner
Retail	Building Alteration	12/10/2021	$95,000	21-7869-ALT	2405 SW White Birch Dr Ste 103	DRA Properties	DRA Properties LLC
Office	Building Alteration	12/30/2021	$185,000	21-7932-ALT	309 N Ankeny Blvd Ste 101	Waxing the City	Burdg Dunham & Assoc
Office	Building Alteration	12/10/2021	$43,000	21-8142-ALT	1615 SE Cortina Dr Ste 106	Portland Construction Company	Portland Construction Company
Retail	Building Alteration	12/20/2021	$20,000	21-8246-ALT	1010 SE Oralabor Rd	Agan Construction LLC	Agan Construction LLC
Office	Building Alteration	12/17/2021	$110,000	21-8275-ALT	3405 NE Trilein Dr	Graphite Construction Group	Graphite Construction Group
Single Family Detached	Fence/Wall	12/1/2021		21-7150-FNCE	6012 NE Grant Ct	A-Z Home Improvement Special	A-Z Home Improvement Special
Single Family Detached	Fence/Wall	12/1/2021		21-7927-FNCE	2203 NE 16th St	John M Muehe	Hadaway Fencing LLC
Single Family Detached	Fence/Wall	12/1/2021		21-7995-FNCE	1101 SW Magazine Rd	Rick Hindman	Thrive Fencing
Single Family Detached	Fence/Wall	12/2/2021		21-7970-FNCE	1909 NW Pleasant St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	12/3/2021		21-7962-FNCE	1702 SW Oak St	Platinum Fence	Platinum Fence
Single Family Detached	Fence/Wall	12/6/2021		21-8050-FNCE	1508 NE Vicksburg Dr	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	12/6/2021		21-8051-FNCE	3337 NW Trestle Point Dr	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	12/6/2021		21-8059-FNCE	518 SE Lowell Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	12/6/2021		21-8060-FNCE	3810 NW 11th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	12/6/2021		21-8062-FNCE	2704 NW 39th Ln	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	12/7/2021		21-7101-FNCE	3019 NW 28th St	Staci E Hanson	Staci E Hanson
Single Family Detached	Fence/Wall	12/7/2021		21-8110-FNCE	511 NW Seasons Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	12/9/2021		21-7396-FNCE	4503 NE Bellagio Dr	Platinum Fence	Platinum Fence
Single Family Detached	Fence/Wall	12/13/2021		21-8202-FNCE	3909 NW Seasons Ct	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	12/13/2021		21-8218-FNCE	2408 NW Applewood St	Spenser Sprague	Justus Fencing
Single Family Detached	Fence/Wall	12/14/2021		21-6806-FNCE	2318 SW College Ave	A-Z Home Improvement Special	A-Z Home Improvement Special
Single Family Detached	Fence/Wall	12/14/2021		21-7374-FNCE	3206 NW Westwood St	A-Z Home Improvement Special	A-Z Home Improvement Special
Single Family Detached	Fence/Wall	12/20/2021		21-8314-FNCE	705 NE Barclay Cir	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	12/21/2021		21-8032-FNCE	736 SE Richland Ct	John Stinogel	John Stinogel
Single Family Detached	Fence/Wall	12/21/2021		21-8039-FNCE	1712 SW Walnut St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	12/21/2021		21-8040-FNCE	2409 NW Woodbury Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	12/21/2021		21-8041-FNCE	1307 NW 29th St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	12/21/2021		21-8042-FNCE	3027 NW Harmon Ct	Absolute Fence LLC	Absolute Fence LLC

Single Family Detached	Fence/Wall	12/21/2021		21-8043-FNCE	3015 NW Harmon Ct	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	12/21/2021		21-8044-FNCE	3019 NW Harmon Ct	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	12/21/2021		21-8045-FNCE	3023 NW Harmon Ct	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	12/21/2021		21-8046-FNCE	3109 NW Harmon Ct	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	12/21/2021		21-8355-FNCE	1314 NW Beechwood St	Brandi E Iverson	Platinum Fence
Single Family Detached	Fence/Wall	12/21/2021		21-8370-FNCE	3518 NE 11th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	12/21/2021		21-8372-FNCE	2806 NW Westwood Ct	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	12/22/2021		21-8392-FNCE	1305 NW 27th St	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	12/30/2021		21-8517-FNCE	4201 SW 4th St	Absolute Fence LLC	Absolute Fence LLC
Multi-Family	Sign	12/6/2021	$11,762	21-7586-SIGNP	3611 NE Otterview Cir	Iowa Sign Company	Iowa Sign Company
Multi-Family	Sign	12/6/2021	$7,847	21-7587-SIGNP	3611 NE Otterview Cir	Iowa Sign Company	Iowa Sign Company
Restaurant	Sign	12/6/2021	$5,000	21-7596-SIGNP	1550 N Ankeny Blvd Ste 102	Iowa Sign Company	Iowa Sign Company
Office	Sign	12/6/2021	$3,000	21-7875-SIGNP	2675 N Ankeny Blvd Ste 113	Lashier Graphics & Signs	Lashier Graphics & Signs
Multi-Family	Sign	12/8/2021	$7,000	21-7930-SIGNP	719 SW 3rd St	BDI Signs	BDI Signs
Retail	Sign	12/15/2021	$4,300	21-7001-SIGNP	2575 SE Hulsizer Rd Ste 101	Tri-City Sign Company	Tri-City Sign Company
Retail	Sign	12/15/2021	$3,580	21-7002-SIGNP	2575 SE Hulsizer Rd Ste 101	Tri-City Sign Company	Tri-City Sign Company
Office	Sign	12/20/2021	$1,934	21-8003-SIGNP	1605 N Ankeny Blvd Ste 240	Signarama - Ankeny	Signarama - Ankeny
Retail	Sign	12/20/2021	$10,000	21-8244-SIGNP	115 N Ankeny Blvd	Lashier Graphics & Signs	Lashier Graphics & Signs
Storage	Temporary Sign	12/6/2021		21-7967-SIGNT	2750 NW 36th St	Iowa Sign Company	Iowa Sign Company
Retail	Temporary Sign	12/7/2021		21-7803-SIGNT	1510 N Ankeny Blvd Ste 104	Image 360	Image 360
Church	Temporary Sign	12/7/2021		21-8061-SIGNT	825 NW 36th St	Prairie Ridge Church	Prairie Ridge Church
Retail	Temporary Sign	12/7/2021		21-8075-SIGNT	115 N Ankeny Blvd	Max Chedester	Max Chedester
Office	Temporary Sign	12/13/2021		21-8214-SIGNT	305 SE Oralabor Rd Ste C	Vesta Salon & Spa	Vesta Salon & Spa
Retail	Temporary Sign	12/29/2021		21-8504-SIGNT	1300 NW 36th St Ste 103	Kirk Jordison	Kirk Jordison
Retail	Sidewalk	12/14/2021		21-8227-RSWRP	721 N Ankeny Blvd	Garcia Concrete	Garcia Concrete
Single Family Detached	Sidewalk/Apprch	12/21/2021		21-8361-RSTRM	429 SW Oak Ln	Juan Rojas Hernandez	The 4th Brother Construction

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ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 December 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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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													$ -
February													$ -
March													$ -
April													$ -
May													$ -
June													$ -
FY Total	160,849	1,233,523,588	$ 7,535,891	$ 36.52	$ 1,655,576	152,472	$ 672,234	$ 84,901	$ 5,066,620	$ 3,160,563	149,606	$ 1,606,511	$ 19,110,062
FY 22 Average	26,808	205,587,265	1,255,982	$ 6.09	275,929	25,412	112,039	14,150	844,437	526,761	24,934	267,752	1,592,505
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

January 18, 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:

Consider motion to approve Payment #22 in the amount of $27,090.03 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #22

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 1/~~17~~18/2022 **PAYMENT REQUEST #** 22

PAYMENT PERIOD: From: 11/29/22 through: 01/02/22

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:	$ 542,958.11		
Retainage: ____ % of Completed Work:	$ -		
Total Earned less Retainage:		$ 542,958.11	
Less previous applications for payment:		$ 515,868.08	
SUBTOTAL			$ 27,090.03
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 27,090.03
Balance to finish, including retainage:		$ 158,906.89	
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. Tangeman 1/6/2022
Signature Date

City of Ankeny Staff Approval

_____ 1/7/2022
Signature Date

Submit to: _____

Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 1/6/2022

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
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TOTAL $ 515,868.08

Record of Change Orders

#	Date	Amount
1	4/5/2021	$ 382,040.00
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20		
	TOTAL	$ 382,040.00

Contract Time Remaining:

CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 1/6/2022

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

January 07, 2022
Project No: 2002.053
Invoice No: 36002

Project 2002.053 C. Ankeny - NW 18th Street Extension

Professional Services from November 29, 2021 through January 02, 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	11.00	54.00	594.00	
Senior Technician	22.00	137.00	3,014.00	
Project Manager 6	2.50	138.00	345.00	
Total Labor				**3,953.00**
			Total this Task	**$3,953.00**

Task 602 Construction Observation

Professional Personnel

	Hours	Rate	Amount	
Engineer 1	23.25	85.00	1,976.25	
Technician 4	93.50	86.00	8,041.00	
Technician 7	5.00	115.00	575.00	
Total Labor				**10,592.25**
			Total this Task	**$10,592.25**

Task 603 Construction Administration

Professional Personnel

	Hours	Rate	Amount	
Engineer 8	74.50	160.00	11,920.00	
Total Labor				**11,920.00**
			Total this Task	**$11,920.00**

Task 604 Shop Drawings

Total this Task **0.00**

Task 605 Record Drawings

Professional Personnel

	Hours	Rate	Amount	
Technician 7	.50	115.00	57.50	
Total Labor				**57.50**
			Total this Task	**$57.50**

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

Reimbursable Expenses

Employee Mileage Reimb				
12/23/2021	Mileage	266.0 miles @ 0.56	148.96	
12/31/2021	Mileage	72.0 miles @ 0.56	40.32	
	Total Reimbursables		**189.28**	**189.28**

Unit Billing

12/15/2021	Mileage	675.0 miles @ 0.56	378.00	
	Total Units		**378.00**	**378.00**
			Total this Task	**$567.28**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	27,090.03	515,868.08	542,958.11
Limit			701,865.00
Remaining			158,906.89

Total this Invoice **$27,090.03**

Project Manager Joshua Trygstad

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

January 6, 2022

Attn: Jim Haberichter, P.E.
City of Ankeny
220 West First Street
Ankeny, Iowa 50023

RE: Billing Information Report #22
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 #22 for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive.

During this time, Civil Design Advantage provided construction observation, staking 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

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ANKENY CITY COUNCIL

City Council Agenda

January 18, 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:
Municipal Utilities

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $37,525.00 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Wastewater Plant Partial Demolition (2021)		
Contractor:	Con-Struct, Inc.		
Address:	305 S. Dayton Ave. Ames, IA 50010		
Finance Budget Code:	632.3632.4405	**Finance Project #**	632.4405
Vendor Project or Invoice #:	N/A	**PO #**	N/A
Original Contract Date:	October 18, 2021	**Vendor #**	6397

Date of Council Meeting: January ~~17~~ 18, 2022 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: October 18, 2021 Through: December 31, 2021

Contract Summary

Original Contract Amount:	$ 379,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 379,000.00	
Total completed and stored to date:	$ 39,500.00		
Retainage: 5 % of Completed Work:	$ 1,975.00		
Total Earned less Retainage:		$ 37,525.00	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 37,525.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 37,525.00
Balance to finish, including retainage:		$ 341,475.00	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval: Con-Struct, Inc. (Firm Name)

Signature — Date: 1/10/2021

Engineer / Consultant Approval: FOX Strand, Inc. (Firm Name)

Taylor Stapper — Date: 1/10/2022

City of Ankeny Staff Approval:

Donald Clark — Date: 1/10/22

Submit to: Don Clark, P.E. - Director of Muncipal Utilities

E-mail: DClark@Ankenylowa.gov *Phone:* (515) 963-3529 *Fax:* (515) 963-3529

Date Printed: 1/10/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Clearing and Grubbing	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	1.0000	$ 2,000.00		1.00	$ 2,000.00	0.00	100.00%
2	Erosion Control	LS	1.00		1.00	$ 5,000.00	$ 5,000.00		$ -		0.00	$ -	1.00	0.00%
3	Excavation and Backfill	LS	1.00		1.00	$ 70,000.00	$ 70,000.00	0.1429	$ 10,000.00		0.14	$ 10,000.00	0.86	14.29%
4	Mobilization	LS	1.00		1.00	$ 5,000.00	$ 5,000.00	0.5000	$ 2,500.00		0.50	$ 2,500.00	0.50	50.00%
5	Flowable Fill	LS	1.00		1.00	$ 17,000.00	$ 17,000.00		$ -		0.00	$ -	1.00	0.00%
6	Removal of Pavements	LS	1.00		1.00	$ 6,000.00	$ 6,000.00		$ -		0.00	$ -	1.00	0.00%
7	Removal of Structures	LS	1.00		1.00	$ 140,000.00	$ 140,000.00	0.1786	$ 25,000.00		0.18	$ 25,000.00	0.82	17.86%
8	Granular Surfacing	LS	1.00		1.00	$ 9,000.00	$ 9,000.00		$ -		0.00	$ -	1.00	0.00%
9	Topsoil	LS	1.00		1.00	$ 5,000.00	$ 5,000.00		$ -		0.00	$ -	1.00	0.00%
10	Import of Structural Fill for AB 3	CY	4,800.00		4,800.00	$ 25.00	$ 120,000.00		$ -		0.00	$ -	4,800.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	CHANGE ORDER ITEMS													
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 379,000.00 PAY PERIOD = $ 39,500.00 COMPLETED = $ 39,500.00 10.42%

Date printed: 1/10/2022

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ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 #5 in the amount of $176,184.01 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 #5

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: January ~~17~~ 18, 2022 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: December 1, 2021 Through: December 31, 2021

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:	$ 697,797.00			
Retainage: 3 % of Completed Work:	$ 20,933.91			
Total Earned less Retainage:		$ 676,863.09		
Less previous applications for payment:		$ 500,679.08		
SUBTOTAL			$	176,184.01
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	176,184.01
Balance to finish, including retainage:		$ 2,367,663.46		
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 Date 1-3-22

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: 2022.01.04 09:37:42-06'00' Date

City of Ankeny Staff Approval:

Signature Date 1/5/2022

Submit to: *Jim Haberichter, PE | Civil Engineer II*

E-mail: JHaberichter@Ankenylowa.gov *Phone:* *(515) 963-3536* *Fax:* *(515) 963-3536*

Date Printed: 1/3/2022

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
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 500,679.08

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	August 25, 2012

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	0.0
Total Working Days:	130.0
Working Days Used to Date:	42.0
Working Days Remaining:	**88.0**

Full Completion

Contract Working Days:	N/A
Added by Change Order:	
Total Working Days:	N/A
Working Days Used to Date:	N/A
Working Days Remaining:	**0.0**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	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	0.25	$ 56,250.00	0.25	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	$ 8,500.00	0.00	3.40	$ 8,500.00	1.70	66.67%
500	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	5.10		5.10	$ 1,350.00	$ 6,885.00		$ -	0.00	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	1.00	$ 500.00	3.00	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	0.00	60.00	$ 3,000.00	180.00	25.00%
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	18.40	$ 18,400.00	0.00	18.40	$ 18,400.00	57.00	24.40%
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	3,076.00	$ 5,383.00	0.00	3,076.00	$ 5,383.00	46,312.00	6.23%
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	0.00	1,120.00	$ 67,200.00	1,120.00	50.00%
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	0.00	320.00	$ 22,400.00	320.00	50.00%
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 = $ 181,633.00** **COMPLETED = $ 697,797.00** **22.92%**

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 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. 5
FINANCE PROJECT NO. 938.4459
S&A PROJECT NO. 120.0274

Dear Mr. Haberichter:

Enclosed is Cramer and Associates, Inc.'s Partial Payment Application #5 for the above noted project from December 1, 2021 to December 31, 2021. Construction through this payment application includes earthwork, erosion control, structural concrete, and structural pilings. Based on project observation, plan quantities, measured quantities, and work completed we recommend approval of Partial Payment Application #5. Approximately 23% 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 January 17, 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

January 18, 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:
Municipal Utilities

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #18 in the amount of $2,737.77 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:

Click to download
Payment #18

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: January 18, 2022 **PAYMENT REQUEST #** 18

PAYMENT PERIOD: From: November 28, 2021 Through: December 25, 2021

Contract 1-Mar-21 1710.86				
Original C 19-Apr-21 23936.64	$ 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:	$ 296,832.52			
Retainag 12/6/2021 14765 0 % of Completed Work:	$ -			
Total Ear ######## 3397.5		$ 296,832.52		
Less previous applications for payment:		$ 294,094.75		
SUBTOTAL			$	2,737.77
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	2,737.77
Balance to finish, including retainage:		$ 44,317.48		
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 / Consultant Approval: McClure Engineering Company

Firm Name

Joseph W. Kell 01/04/2022

Date

City of Ankeny Staff Approval:

Donald Clark 1/4/22

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: 1/4/2022

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
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Previous Applications for Payment

No.	Date	Amount
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TOTAL $ 294,094.75

Record of Change Orders

No.	Date	Amount
1		
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1/17/2022		
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25		

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: 1/4/2022

McCLURE™
ENGINEERING Co.

1360 NW 121st Street
Clive, IA 50325

Don Clark
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

December 31, 2021
Project No: 0000200478-000
Invoice No: 137333
Due Date: January 30, 2022

Project 0000200478-000 Irvinedale Drive Transmission Main-Phase 3

Professional Services from November 28, 2021 to December 25, 2021

Phase I Construction Administration

	Hours	Rate	Amount	
Project Manager I	2.50	180.00	450.00	
Totals	2.50		450.00	
Total Labor				**450.00**

	Current	Prior	To-Date
Total Billings	450.00	48,658.40	49,108.40
Contract Limit (not-to-exceed)			49,250.00
Contract Limit Remaining			141.60

Total this Phase **$450.00**

Phase K Resident Project Representative

	Hours	Rate	Amount	
Project Manager I	2.00	180.00	360.00	
On Site Representative I	7.00	110.00	770.00	
Totals	9.00		1,130.00	
Total Labor				**1,130.00**

Reimbursable Miles **.27**

	Current	Prior	To-Date
Total Billings	1,130.27	68,584.15	69,714.42
Contract Limit (not-to-exceed)			106,000.00
Contract Limit Remaining			36,285.58

Total this Phase **$1,130.27**

Phase O Record Drawings

	Hours	Rate	Amount
Project Manager I	1.00	180.00	180.00

Project	0000200478-000	Irvinedale Drive Transmission Main		Invoice	137333
Engineering Technician I		4.00	110.00	440.00	
Totals		5.00		620.00	
Total Labor					**620.00**

	Current	**Prior**	**To-Date**	
Total Billings	620.00	360.00	980.00	
Contract Limit (not-to-exceed)			5,150.00	
Contract Limit Remaining			4,170.00	
			Total this Phase	**$620.00**

Phase P SRF Loan Application & Administrative Services

	Hours	**Rate**	**Amount**	
Project Manager I	2.50	170.00	425.00	
Project Coordinator	1.25	90.00	112.50	
Totals	3.75		537.50	
Total Labor				**537.50**

	Current	**Prior**	**To-Date**	
Total Billings	537.50	16,342.50	16,880.00	
Contract Limit (not-to-exceed)			20,600.00	
Contract Limit Remaining			3,720.00	
			Total this Phase	**$537.50**
			Total Due this Invoice	**$2,737.77**

McClure Engineering Co.
1360 NW 121st St, Clive, IA, 50325
Phone: 515.964.1229
C:816.500.9958
Jkellinger@mecresults.com

Joseph W. Kellinger

Monthly Project Progress Update

DATE: 01/04/2022	JOB NO: 200478
ATTENTION: Don Clark	
RE: 24-Inch Water Main Along NW Irvinedale Road (Phase 3)	
Location of Project – Ankeny, IA	

Progress in December 2021

- Construction Administration
  - Attend IDNR AIS Site Inspection
- 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
  - Investigate project funding alternatives for completion of the project

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ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 #4 in the amount of $7,557.98 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 953.3953.4210 **Finance Project #** 953.421
Vendor Project or Invoice #: 211008-000 **PO #** N/A
Original Contract Date: September 7, 2021 **Vendor #** 2183

Date of Council Meeting: January ~~17~~ 18, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: November 27, 2021 Through: December 23, 2021

Contract Summary

Original Contract Amount:	$ 76,600.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 76,600.00	
Total completed and stored to date:	$ 76,600.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 76,600.00	
Less previous applications for payment:		$ 69,042.02	
SUBTOTAL			$ 7,557.98
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 7,557.98
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:

Firm Name

Signature Date

Engineer / Consultant Approval: McClure Engineering Company

Firm Name

Scott Porter

Signature December 28, 2021

Date

City of Ankeny Staff Approval:

Signature 1/5/2022

Date

Submit to: Jim Haberichter, P.E. - Civil Engineer II

E-mail: JHaberichter@Ankenylowa.gov *Phone:* (515) 963-3536 *Fax:* (515) 963-3537

Date Printed: 12/28/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 18, 2021	$ 17,976.32
2	November 15, 2021	$ 33,166.06
3	December 20, 2021	$ 17,899.64
4		
5		
6		
7		
8		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
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70		

PREVIOUS PAY APP TOTAL = $ 69,042.02

Record of Change Orders

No.	Date	Amount
1		
2		
3		
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10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = $ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

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

Full Completion

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

Date Printed: 12/28/2021

December 28, 2021

McCLURE™

Mr. Jim Haberichter, PE
Civil Engineer II
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Progress Report No. 4
MEC Project No. 2110008-000

Dear Mr. Haberichter:

This is the fourth and final progress report for the above referenced project and covers work through December 23, 2021. Work related to this project through this period includes, revisions to draft traffic study report, concept drawing, typical section, detour route, staging, and cost opinion per City comments, utility coordination, and project administration and coordination.

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

Sincerely,

Scott Port

Scott E. Port, P.E.
Project Manager

Enclosures

335 SE Oralabor Road, Ankeny, Iowa 50021
P 515.512.1361 | mcclurevision.com

McCLURE™
ENGINEERING Co.

1360 NW 121st Street
Clive, IA 50325

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

December 28, 2021
Project No: 0000211008-000
Invoice No: 137340
Due Date: January 27, 2022

Project 0000211008-000 Ankeny NW 18th Street Reconstruction - NW Ash Dr to N Ankeny Blvd

Professional Services from November 28, 2021 to December 25, 2021

Phase 400 Preliminary Design

	Hours	Rate	Amount	
Crew Chief	16.00	120.00	1,920.00	
Crew Member	9.25	90.00	832.50	
Engineer II	15.00	150.00	2,250.00	
Engineer III	3.75	180.00	675.00	
Project Manager II	4.00	220.00	880.00	
Totals	48.00		6,557.50	
Total Labor				**6,557.50**

Mileage (.70/0.50 p/mile) **32.90**

	Current	Prior	To-Date	
Total Billings	6,590.40	37,892.38	44,482.78	
Contract Limit (not-to-exceed)			44,400.00	
Amount Adjusted this Period				**-82.78**
			Total this Phase	**$6,507.62**

Phase 850 Project Management

	Hours	Rate	Amount	
Project Manager II	5.00	220.00	1,100.00	
Totals	5.00		1,100.00	
Total Labor				**1,100.00**

	Current	Prior	To-Date	
Total Billings	1,100.00	5,649.64	6,749.64	
Contract Limit (not-to-exceed)			6,700.00	
Amount Adjusted this Period				**-49.64**
			Total this Phase	**$1,050.36**
			Total Due this Invoice	**$7,557.98**

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 January 18, 2022 Accounts Payable. (Finance Committee: J. Perry, Chp, J. Ruddy, K. Whiting)

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
JANUARY 18, 2022

Fund		PAYMENTS
100	General Fund	$ 177,635.25
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	2,000.00
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	100,316.08
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	-
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	83,821.72
510	Water Fund	671,009.22
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	547,496.09
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	11,773.82
590	Golf Course Fund	773.93
600-699	Enterprise Project Funds	610,574.44
710	Revolving Fund	5,477.31
720	Risk Management Fund	29,924.71
730	Health Insurance Fund	132.00
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	250,111.77
	Sub Total	$ 2,491,046.34
	Payroll Totals	1,251,867.71
	Service Transfers/ACH Drafts	(181,306.08)
	Agenda Payments Approved Separately	(251,094.79)
	Grand Total	$ 3,310,513.18

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 — 1/13/22

City Manager — Date

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 1/06/2022 THRU 1/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010902		IOWA DEPARTMENT OF TRANSPORTAT							
	M-CHECK	IOWA DEPARTMENT OF TRANSUNPOST	V	1/10/2022			233743		2,093.53CR
004086		DES MOINES STEEL CO INC							
	M-CHECK	DES MOINES STEEL CO INC UNPOST	V	1/10/2022			234255		11,255.00CR

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS	0.00			
		VOID CREDITS	13,348.53CR	13,348.53CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	13,348.53CR	0.00	0.00
BANK: TOTALS:	2	13,348.53CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/06/2022 THRU 1/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008578		ACCESS TECHNOLOGIES INC							
	I-INV1116099	11/30-12/30/21 STATEMENT	R	1/18/2022	1,485.87		235282		1,485.87
					*** VENDOR TOTALS ***		1 CHECKS		1,485.87
005541		ACUSHNET COMPANY							
	I-912420876	STOCK MERCH FOR RESALE-OC	R	1/18/2022	119.99		235283		119.99
					*** VENDOR TOTALS ***		1 CHECKS		119.99
000026		AHLERS & COONEY PC							
	I-815312	SVCS THRU 12/19/21 1989 URP	E	1/20/2022	54.00		004159		
	I-815313	SVCS COSTCO WHOLESALE 12/19/21	E	1/20/2022	1,457.00		004159		1,511.00
					*** VENDOR TOTALS ***		1 CHECKS		1,511.00
009981		ALL CITY MANAGEMENT SERVICES,							
	I-72198CM	11/21-12/4/21 CROSSING GUARDS	E	1/20/2022	7,542.35		004198		7,542.35
					*** VENDOR TOTALS ***		1 CHECKS		7,542.35
009262		AMAZON CAPITAL SERVICES INC							
	C-1DDY-M99N-KR3V	CR: SYNC MODULE - PD	E	1/20/2022	33.24CR		004196		
	I-17NN-3XTL-GVFK	INK CARTRIDGE - PD	E	1/20/2022	59.55		004196		
	I-17RK-CVXV-1JGL	DRAIN VALVE - MU	E	1/20/2022	39.95		004196		
	I-1CWX-DWD1-1V41	MISC CRAFT/PRGRM SUPPLIES-P&R	E	1/20/2022	135.35		004196		
	I-1M1K-R4G7-H971	KEY TAGS/KEY RINGS - FD	E	1/20/2022	25.98		004196		
	I-1PGT-C64C-G9HY	CRAFT MATERIALS - PARKS	E	1/20/2022	89.26		004196		
	I-1Q3X-YNW7-99FJ	BATTERY BACKUP - PD	E	1/20/2022	100.00		004196		
	I-1TGN-KVTR-YWR9	CARRY HANDLE - SC	E	1/20/2022	111.00		004196		527.85
					*** VENDOR TOTALS ***		1 CHECKS		527.85
010761		AMAZON.COM CORPORATE CREDIT							
	I-447357843446	BOOKS - KL	E	1/20/2022	119.64		004202		
	I-447746463366	MULTIMEDIA - KL	E	1/20/2022	41.17		004202		
	I-453385469344	MULTIMEDIA - KL	E	1/20/2022	24.96		004202		
	I-456433965856	MULTIMEDIA - KL	E	1/20/2022	114.93		004202		
	I-459376393695	CN OUTLET BULK EARBUDS-KL	E	1/20/2022	55.90		004202		
	I-473463644544	DRAWERS - KL	E	1/20/2022	57.50		004202		
	I-487657449455	PROGRAM MATERIALS - KL	E	1/20/2022	286.51		004202		
	I-533946963543	MULTIMEDIA - KL	E	1/20/2022	58.97		004202		
	I-657539839874	MULTIMEDIA - KL	E	1/20/2022	38.78		004202		
	I-665455776889	MULTIMEDIA - KL	E	1/20/2022	38.01		004202		
	I-734394777538	BOOKS - KL	E	1/20/2022	17.62		004202		
	I-734695864445	PROGRAM MATERIALS - KL	E	1/20/2022	144.68		004202		
	I-756854479674	MULTIMEDIA - KL	E	1/20/2022	9.95		004202		
	I-789979349377	MULTIMEDIA - KL	E	1/20/2022	59.88		004202		
	I-798796637375	BOOKS - KL	E	1/20/2022	306.78		004202		
	I-834834966697	BOOKS - KL	E	1/20/2022	35.52		004202		
	I-83595564349	BOOKS - KL	E	1/20/2022	46.83		004202		
	I-836776767446	CRAFT MATERIALS - KL	E	1/20/2022	44.98		004202		
	I-876466897575	MULTIMEDIA - KL	E	1/20/2022	147.05		004202		
	I-956445947434	LEGGINGS DEPOT - KL	E	1/20/2022	25.98		004202		1,675.64
					*** VENDOR TOTALS ***		1 CHECKS		1,675.64

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/06/2022 THRU 1/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000043		ANKENY COMMUNITY SCHOOLS							
	I-1/1/2022	JANUARY 2022 GYM USE PMT	R	1/18/2022	5,700.00		235284		5,700.00
					*** VENDOR TOTALS ***		1 CHECKS		5,700.00
000012		MILLENNIUM II CORPORATION							
	I-1034131	BULB-SAYLOR GENERATOR - MU	R	1/18/2022	12.05		235285		
	I-1034745	INDR CRPT TAPE - SR CTR	R	1/18/2022	9.93		235285		
	I-1034890	HILLMAN - MU	R	1/18/2022	6.06		235285		
	I-1035071	SHOP PARTS - FD	R	1/18/2022	33.07		235285		
	I-1036994	MUFFLER BOLTS - PARK MAINT	R	1/18/2022	6.36		235285		
	I-1037060	SHOP SUPPLIES - PARK MAINT	R	1/18/2022	8.25		235285		
	I-1037467	GFCI OUTLETS - FD	R	1/18/2022	46.78		235285		122.50
					*** VENDOR TOTALS ***		1 CHECKS		122.50
004201		TSJM TOWING SERVICE LLC							
	I-21-43997	TOW/HOOK FEE - PD	R	1/18/2022	40.00		235286		40.00
					*** VENDOR TOTALS ***		1 CHECKS		40.00
009326		RYAN ARENDSE							
	I-12/07/2021MEAL	12/7/21 SERT MEAL REIMBSMNT	E	1/20/2022	23.63		004204		23.63
					*** VENDOR TOTALS ***		1 CHECKS		23.63
000057		ARNOLD MOTOR SUPPLY							
	I-15NV109618	PWR SVC 911 80 OZ - PRSC	R	1/18/2022	19.99		235287		
	I-15NV109814	PWR SVC ANTI GEL 64OZ-PRSC	R	1/18/2022	25.58		235287		45.57
					*** VENDOR TOTALS ***		1 CHECKS		45.57
010069		AMANDA ARTHUR-STRUSS							
	I-01/20/2022 WTRCLR	01/20/22 WATERCOLOR CLASS	R	1/18/2022	200.00		235288		
	I-12/09/21 FNGRPNT	12/09/21 FAMILY FINGER PAINTNG	R	1/18/2022	300.00		235288		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
008024		AUREON COMMUNICATIONS LLC							
	I-01/2022	01/01/22-01/31/22 STATEMENT	E	1/20/2022	964.45		004191		964.45
					*** VENDOR TOTALS ***		1 CHECKS		964.45
006249		AUTO ZONE PARTS INC							
	I-3945208056	UNIT #72 HEADLIGHT HARNESS	R	1/18/2022	7.09		235289		7.09
					*** VENDOR TOTALS ***		1 CHECKS		7.09
000067		BAKER & TAYLOR INC							
	I-2036403267	BOOKS -KL	E	1/20/2022	15.12		004160		
	I-2036407659	BOOKS - KL	E	1/20/2022	10.07		004160		
	I-2036419150	BOOKS -KL	E	1/20/2022	10.79		004160		
	I-2036419151	BOOKS - KL	E	1/20/2022	1,253.01		004160		
	I-2036422891	BOOKS - KL	E	1/20/2022	7.82		004160		
	I-2036427580	BOOKS - KL	E	1/20/2022	466.38		004160		
	I-2036433073	BOOKS - KL	E	1/20/2022	289.45		004160		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/06/2022 THRU 1/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-2036436269	MISC BOOKS - KL	E	1/20/2022	45.33		004160		
	I-2036439029	BOOKS - KL	E	1/20/2022	549.04		004160		
	I-2036443288	MISC BOOKS - KL	E	1/20/2022	278.26		004160		
	I-2036446358	MISC BOOKS - KL	E	1/20/2022	184.32		004160		
	I-2036447768	MISC BOOKS - KL	E	1/20/2022	16.77		004160		
	I-2036451507	BOOKS -KL	E	1/20/2022	16.23		004160		
	I-2036451508	BOOKS - KL	E	1/20/2022	256.16		004160		
	I-H59124700	MULTIMEDIA - KL	E	1/20/2022	14.13		004160		
	I-H59124701	MULTIMEDIA - KL	E	1/20/2022	21.71		004160		
	I-H59340720	MULTIMEDIA - KL	E	1/20/2022	91.99		004160		
	I-H59438150	MISC MULTIMEDIA - KL	E	1/20/2022	36.23		004160		
	I-H59438151	MULTIMEDIA - KL	E	1/20/2022	46.15		004160		
	I-H59438152	MULTIMEDIA - KL	E	1/20/2022	220.41		004160		
	I-H59438153	MULTIMEDIA - KL	E	1/20/2022	19.58		004160		3,848.95
					*** VENDOR TOTALS ***		1 CHECKS		3,848.95
002479		AMIN BAKRI							
	I-10/21-12/21FITNESS	10/21-12/21 FITNESS REIMBRSMNT	R	1/18/2022	36.00		235290		36.00
					*** VENDOR TOTALS ***		1 CHECKS		36.00
006127		BATTERIES PLUS BULBS #203							
	I-P45305449	BATTERY - PD	R	1/18/2022	7.99		235291		
	I-P46696996	BATTERIES - PD	R	1/18/2022	70.80		235291		
	I-P46889996	BATTERY - CG	R	1/18/2022	11.65		235291		90.44
					*** VENDOR TOTALS ***		1 CHECKS		90.44
010707		BELLA HOMES LLC							
	I-20-7019-NEW	BUILDING PERMIT REIMBURSEMENT	R	1/18/2022	1,961.60		235292		
	I-20-7026-POOL	POOL PERMIT REIMBURSEMENT	R	1/18/2022	20.00		235292		1,981.60
					*** VENDOR TOTALS ***		1 CHECKS		1,981.60
007073		BIOBAG AMERICAS INC							
	I-INV486364	DOG PARK DOG BAGS - PK MAINT	R	1/18/2022	1,644.00		235293		1,644.00
					*** VENDOR TOTALS ***		1 CHECKS		1,644.00
005950		BLACKSTONE AUDIO INC							
	I-2015748	MULTIMEDIA/SHELF SVCS-KL	R	1/18/2022	21.95		235294		
	I-INV2013518	MULTIMEDIA/SHELF SVCS - KL	R	1/18/2022	795.92		235294		
	I-INV2013677	MULTIMEDIA/SHELF SVCS - KL	R	1/18/2022	37.94		235294		
	I-INV2013945	MULTIMEDIA/SHELF SVCS - KL	R	1/18/2022	47.54		235294		
	I-INV2014971	MULTIMEDIA/SHELF SVCS - KL	R	1/18/2022	66.22		235294		
	I-INV2014972	MULTIMEDIA/SHELF SVCS - KL	R	1/18/2022	37.95		235294		1,007.52
					*** VENDOR TOTALS ***		1 CHECKS		1,007.52

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/06/2022 THRU 1/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007515		EFFLUENT INC							
	I-I4819	12/1-12/31/21 RENTAL-PKS	R	1/18/2022	77.00		235295		77.00
					*** VENDOR TOTALS ***		1 CHECKS		77.00
008100		BOMGAARS SUPPLY INC							
	I-65899619	BOOTS - RANDOLPH	R	1/18/2022	126.84		235296		126.84
					*** VENDOR TOTALS ***		1 CHECKS		126.84
005174		BOUND TREE MEDICAL LLC							
	I-84321864	STOPCOCK - FD	R	1/18/2022	87.00		235297		
	I-84333173	EMS SUPPLIES - FD	R	1/18/2022	416.30		235297		
	I-84335257	EMS SUPPLIES - FD	R	1/18/2022	1,904.00		235297		
	I-84335258	EMS SUPPLIES - FD	R	1/18/2022	159.50		235297		
	I-84340643	EMS SUPPLIES - FD	R	1/18/2022	115.02		235297		
	I-84342665	EMS SUPPLIES - FD	R	1/18/2022	27.40		235297		
	I-84342666	EMS SUPPLIES - FD	R	1/18/2022	267.40		235297		
	I-84344386	VASELINE GAUZE STRIP/CATH-FD	R	1/18/2022	14.60		235297		2,991.22
					*** VENDOR TOTALS ***		1 CHECKS		2,991.22
000127		BRICK GENTRY PC							
	I-366498	12/25/2021 STATEMENT 224.016	R	1/18/2022	1,477.50		235298		
	I-366499	12/25/2021 STATEMENT 224.008	R	1/18/2022	630.00		235298		
	I-366500	12/25/2021 STATEMENT 224.017	R	1/18/2022	90.00		235298		
	I-366502	12/25/2021 STATEMENT 224.091	R	1/18/2022	105.00		235298		
	I-366504	12/25/2021 STATEMENT 224.001	R	1/18/2022	2,160.00		235298		
	I-366507	12/25/2021 STATEMENT 224.003	R	1/18/2022	60.00		235298		
	I-366510	12/25/2021 STATEMENT 224.014	R	1/18/2022	270.00		235298		4,792.50
					*** VENDOR TOTALS ***		1 CHECKS		4,792.50
008738		BULB GUY LIGHTING							
	I-16315	METAL HALIDE - PD	R	1/18/2022	78.15		235299		
	I-16316	METAL HALIDE - PD	R	1/18/2022	250.08		235299		
	I-16371	SELECTABLE WATTAGE LED - PD	R	1/18/2022	195.92		235299		524.15
					*** VENDOR TOTALS ***		1 CHECKS		524.15
000385		CAPITAL CITY EQUIPMENT CO							
	I-22142D	LIGHT REAR - PRSC	E	1/20/2022	52.32		004165		52.32
					*** VENDOR TOTALS ***		1 CHECKS		52.32
000453		CARQUEST AUTO PARTS							
	I-2330-726720	UNITS 88 & 99 BRAKE PADS	R	1/18/2022	94.88		235300		
	I-2330-727036	UNIT #256 EXHAUST STUD	R	1/18/2022	4.34		235300		
	I-2330-727514	OIL FILTER - CG	R	1/18/2022	50.16		235300		
	I-2330-727523	UNIT #116 PIN BOOT	R	1/18/2022	5.84		235300		
	I-2330-727565	UNIT #116 BRAKE ROTORS	R	1/18/2022	154.07		235300		309.29
					*** VENDOR TOTALS ***		1 CHECKS		309.29

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008478		CENTRAL IOWA FENCING LLC							
	I-5928	SECURITY FENCE & GATES-DEPOSIT	E	1/20/2022	25,000.00		004193		25,000.00
					*** VENDOR TOTALS ***		1 CHECKS		25,000.00
000426		CERTIFIED POWER INC							
	I-40511414	UNIT #227 OPERATOR PANEL	R	1/18/2022	394.06		235301		394.06
					*** VENDOR TOTALS ***		1 CHECKS		394.06
004002		CINTAS CORPORATION							
	I-4102046846	LINEN RENTALS - OC PRO	R	1/18/2022	48.05		235302		
	I-4104574353	RUG/UNIFORM SVCS - WATER	R	1/18/2022	162.52		235302		
	I-4105372320	RUG/UNIFORM SVCS - WATER	R	1/18/2022	153.37		235302		
	I-4105372482	RUGS - LAKESIDE	R	1/18/2022	7.22		235302		
	I-4105372492	RUG/UNIFORM SVCS - WW	R	1/18/2022	133.21		235302		
	I-4105372514	RUG/UNIFORM SERVICES - PK MAIN	R	1/18/2022	72.50		235302		
	I-4106017010	RUGS - LAKESIDE	R	1/18/2022	7.22		235302		
	I-4106017065	RUG/UNIFORM SVCS - WATER	R	1/18/2022	153.37		235302		
	I-4106017089	RUG/UNIFORM SVCS - WW	R	1/18/2022	150.36		235302		
	I-4106017117	RUGS/UNIFORM SERVICE - PK MAIN	R	1/18/2022	72.50		235302		
	I-4106168630	RUG/UNIFORM SERVICES - OC MAIN	R	1/18/2022	49.39		235302		
	I-4106581194	MAT RENTALS - KL	R	1/18/2022	63.20		235302		
	I-4106581197	RUG/UNIFORM SERVICES - PK MAIN	R	1/18/2022	580.41		235302		
	I-4106746236	RUG/UNIFORM SERVICES - OC MAIN	R	1/18/2022	40.41		235302		1,693.73
					*** VENDOR TOTALS ***		1 CHECKS		1,693.73
010381		CAJUN RAY REICKS							
	I-012021	BOOKS - KL	R	1/18/2022	4.67		235303		4.67
					*** VENDOR TOTALS ***		1 CHECKS		4.67
002726		CITY OF DES MOINES TREASURY							
	I-123410	01/2022 WRA MONTHLY ALLCTN	R	1/18/2022	520,622.20		235304		520,622.20
					*** VENDOR TOTALS ***		1 CHECKS		520,622.20
002407		CIVIL DESIGN ADVANTAGE LLC							
	I-36002 #22	PAY 22-NW 18TH EXT WGL/SPRCE	E	1/20/2022	27,090.03		004175		27,090.03
					*** VENDOR TOTALS ***		1 CHECKS		27,090.03
007852		LEE COLE							
	I-12/2021 MAGIC	12/2021 MAGIC CAMP	R	1/18/2022	385.00		235305		385.00
					*** VENDOR TOTALS ***		1 CHECKS		385.00
001440		COMPETITIVE EDGE							
	I-0405538	POLOS - SENIOR CENTER	R	1/18/2022	429.00		235306		429.00
					*** VENDOR TOTALS ***		1 CHECKS		429.00

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006379		CON-STRUCT INC							
	I-PAY 1-WW PLNT DEMO	PAY 1-WW PLANT PARTIAL DEMO	R	1/18/2022	37,525.00		235307		37,525.00
					*** VENDOR TOTALS ***		1 CHECKS		37,525.00
000614		CONFLUENCE INC							
	I-22345 #17	ZONING/SUBDIV CODE REWRIT	R	1/18/2022	4,745.00		235308		4,745.00
					*** VENDOR TOTALS ***		1 CHECKS		4,745.00
010717		EMILY CONNICK							
	I-01082022REFUND	1/8/22 CANCELLATION REFUND	R	1/18/2022	250.00		235309		250.00
					*** VENDOR TOTALS ***		1 CHECKS		250.00
002464		CONTINENTAL RESEARCH CORPORATI							
	I-0032309	SHOP SUPPLIES - CG	E	1/20/2022	1,208.70		004176		1,208.70
					*** VENDOR TOTALS ***		1 CHECKS		1,208.70
008408		CRAMER AND ASSOCIATES, INC							
	I-PAY 5-HTT EXT	PAY 5-HTT EXT MAG TO ORALABOR	R	1/18/2022	176,184.01		235310		176,184.01
					*** VENDOR TOTALS ***		1 CHECKS		176,184.01
001061		CUSTOM AWARDS & EMBROIDERY INC							
	I-94758	CUSCRYSTAL AWARD - COMM	R	1/18/2022	346.00		235311		346.00
					*** VENDOR TOTALS ***		1 CHECKS		346.00
008858		DAVE'S FIREWOOD AND DISTRIBUTI							
	I-632198	SINKHOLE REPAIR - MU	R	1/18/2022	6,400.00		235312		6,400.00
008858		DAVE'S FIREWOOD AND DISTRIBUTI							
	I-632199	PLUGGED BIOSWALES - MU	R	1/18/2022	20,900.00		235313		20,900.00
					*** VENDOR TOTALS ***		2 CHECKS		27,300.00
000605		DEMCO INC							
	I-7058667	LIDS - KL	E	1/20/2022	109.20		004167		109.20
					*** VENDOR TOTALS ***		1 CHECKS		109.20
010109		ANTHONY DERRICK							
	I-12/29/2021	FY22 IA SPORTSTURF MEMBERSHIP	E	1/20/2022	75.00		004207		75.00
					*** VENDOR TOTALS ***		1 CHECKS		75.00
000160		DES MOINES WATER WORKS							
	I-000186 12/28/2021	12/28/2021 STATEMENT	R	1/18/2022	2,491.00		235314		
	I-005039 12/28/2021	12/28/2021 STATEMENT	R	1/18/2022	181,236.05		235314		
	I-005040 12/28/2021	12/28/2021 STATEMENT	R	1/18/2022	141,042.21		235314		
	I-084542 12/28/2021	12/28/2021 STATEMENT	R	1/18/2022	75.00		235314		
	I-084793 12/28/2021	12/28/2021 STATEMENT	R	1/18/2022	64,096.55		235314		
	I-099890 12/28/2021	12/28/2021 STATEMENT	R	1/18/2022	144,163.59		235314		
	I-101656 12/28/2021	12/28/2021 STATEMENT	R	1/18/2022	63,775.64		235314		596,880.04
					*** VENDOR TOTALS ***		1 CHECKS		596,880.04

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007684		DESTINY HOMES LLC							
	I-0081	SDWLK OVRSZNG-NW 13TH ST	R	1/18/2022	1,866.22		235315		1,866.22
					*** VENDOR TOTALS ***		1 CHECKS		1,866.22
000161		DEWEY FORD INC							
	C-CM577109 FOW	CR: WIRE ASY - PD	R	1/18/2022	43.76CR		235316		
	I-577109 FOW	WIRE ASY - PD	R	1/18/2022	43.76		235316		
	I-577320 FOW	UNIT #929 SLEEVE	R	1/18/2022	39.50		235316		
	I-577663 FOW	ELEMENT ASY - CG	R	1/18/2022	197.64		235316		237.14
					*** VENDOR TOTALS ***		1 CHECKS		237.14
009634		EMILY DOONAN							
	I-12/21/2021	NREMT FULL CONFERENCE - FD	E	1/20/2022	75.00		004206		75.00
					*** VENDOR TOTALS ***		1 CHECKS		75.00
002143		DOORS INC							
	I-313804	MASTER KEYS AA -SR CENTER	E	1/20/2022	90.00		004171		
	I-313835	KEYS/DOGGING KIT - FD	E	1/20/2022	575.33		004171		
	I-313924	SOLENOIDS - PD	E	1/20/2022	571.50		004171		
	I-314450	KEY CUTTING - CH	E	1/20/2022	80.00		004171		1,316.83
					*** VENDOR TOTALS ***		1 CHECKS		1,316.83
000759		JAY EASON							
	I-12/30/21	12/22-12/29/21 MILEAGE RMBRSMT	E	1/20/2022	1.79		004168		1.79
					*** VENDOR TOTALS ***		1 CHECKS		1.79
004995		ECHO GROUP INC							
	I-S9200519.004	PATCH CORD - TRAFFIC	E	1/20/2022	19.96		004180		
	I-S9274223.001	FUSE/LAMP/PHOTO CELL - TRFC	E	1/20/2022	278.94		004180		
	I-S9276199.001	HPS MOG/PHOTO CELL CAP - TRFC	E	1/20/2022	112.28		004180		
	I-S9276199.002	PHOTO CELL SHORTING CAP - TRFC	E	1/20/2022	32.56		004180		
	I-S9289779.001	PHOTO CELL/TNGSTN/BLLST - TRFC	E	1/20/2022	22.27		004180		466.01
					*** VENDOR TOTALS ***		1 CHECKS		466.01
006319		EDWARD DON AND COMPANY							
	I-27683504 B	CLEANING SOLUTION SHIPPING-OC	R	1/18/2022	35.38		235317		35.38
					*** VENDOR TOTALS ***		1 CHECKS		35.38
000628		EIDE BAILLY LLP							
	I-EI01252398	AUDIT WORK FOR 6/30/21 F/S	R	1/18/2022	5,000.00		235318		5,000.00
					*** VENDOR TOTALS ***		1 CHECKS		5,000.00
008988		ELITE GLASS & METAL LLC							
	I-SM-15763	SAFETY GLASS INSTALLATION-FD	R	1/18/2022	135.00		235319		
	I-SM-15765	DOOR REPAIRS - CH	R	1/18/2022	580.00		235319		715.00
					*** VENDOR TOTALS ***		1 CHECKS		715.00

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008036		ENVISIONWARE INC							
	I-INV-US-57067	RFID TAGS -KL	E	1/20/2022	1,657.00		004192		1,657.00
					*** VENDOR TOTALS ***		1 CHECKS		1,657.00
005478		EXCEL MECHANICAL COMPANY INC							
	I-149702	CHECK REPAIRS - PD	E	1/20/2022	349.81		004185		
	I-149709	FS#3 REPAIRS	E	1/20/2022	201.66		004185		
	I-150072	ERV REPAIRS - KL	E	1/20/2022	264.00		004185		
	I-150330	HEATING REPAIRS - PRSC	E	1/20/2022	88.00		004185		903.47
					*** VENDOR TOTALS ***		1 CHECKS		903.47
000049		FACTORY MOTOR PARTS COMPANY							
	I-40-2083754	UNIT #116 BRAKE CALIPER	R	1/18/2022	287.03		235320		287.03
					*** VENDOR TOTALS ***		1 CHECKS		287.03
004235		FAITH BAPTIST BIBLE COLLEGE							
	I-01/04/2022BBALL	HOOP STARS BASKETBALL CAMP	E	1/20/2022	2,171.50		004179		2,171.50
					*** VENDOR TOTALS ***		1 CHECKS		2,171.50
002285		FASTENAL COMPANY							
	I-IADES409995	MICHAEL PARK BRIDGE REPAIR-PKM	E	1/20/2022	55.35		004173		55.35
					*** VENDOR TOTALS ***		1 CHECKS		55.35
010716		FINANCIAL CONSULTING SOLUTIONS							
	I-3498-22112112	WATER/SWR RATE STUDY	E	1/20/2022	4,051.25		004201		4,051.25
					*** VENDOR TOTALS ***		1 CHECKS		4,051.25
000197		FEDERAL EXPRESS CORPORATION							
	I-7-590-58861	SHIPPING - OC	R	1/18/2022	18.66		235321		18.66
					*** VENDOR TOTALS ***		1 CHECKS		18.66
008513		FREELAND CORPORATION							
	I-202116	EAGLE OFFICE 30 -P&R	E	1/20/2022	222.77		004194		222.77
					*** VENDOR TOTALS ***		1 CHECKS		222.77
009039		FINDAWAY WORLD LLC							
	I-373377	MULTIMEDIA - KL	R	1/18/2022	440.19		235322		440.19
					*** VENDOR TOTALS ***		1 CHECKS		440.19
011234		FIRE SERVICE TRAINING BUREAU							
	I-220844	INSP1 - LIPPERT	R	1/18/2022	50.00		235323		50.00
					*** VENDOR TOTALS ***		1 CHECKS		50.00

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007648		DAIOHS USA INC							
	I-590278	COFFEE SERVICES - CH	E	1/20/2022	84.47		004190		84.47
					*** VENDOR TOTALS ***		1 CHECKS		84.47
000211		GALE							
	I-76312632	JAN LARGE PRINT DISTR 5 PLAN	E	1/20/2022	46.50		004161		
	I-76322586	DEC AMISH FICTION 3 PLAN	E	1/20/2022	71.22		004161		
	I-76322699	DEC THRLL, ADV, SUSPNSE 3 PLAN	E	1/20/2022	77.22		004161		
	I-76322715	DEC CLEAN READS 3 PLAN	E	1/20/2022	70.47		004161		
	I-76322956	DEC HIST FACT FICTION 2 PLAN	E	1/20/2022	50.98		004161		
	I-76322957	DEC ROM & WOMEN FICTION 3 PLAN	E	1/20/2022	59.22		004161		
	I-76329377	DEC LARGE PRINT DISTR 5 PLAN	E	1/20/2022	47.25		004161		422.86
					*** VENDOR TOTALS ***		1 CHECKS		422.86
003712		GALLS, LLC							
	C-019973103	CR: BADGE/SEAL - PD	R	1/18/2022	133.00CR		235324		
	C-020022289	CR: TIES - PD	R	1/18/2022	17.98CR		235324		
	C-020070398	CR: TIES - PD	R	1/18/2022	17.98CR		235324		
	I-019728095	BADGE/SEAL - PD	R	1/18/2022	133.00		235324		
	I-019742189	UNIFORMS - PD	R	1/18/2022	25.99		235324		
	I-019776708	UNIFORMS - PD	R	1/18/2022	25.99		235324		
	I-019908790	NEW HIRE UNIFORM ITEMS - PD	R	1/18/2022	538.10		235324		
	I-019954803	NEW HIRE UNIFORM ITEMS-PD	R	1/18/2022	39.40		235324		
	I-019977136	TIES - PD	R	1/18/2022	35.96		235324		
	I-019988894	NEW HIRE UNIFORM ITEMS-PD	R	1/18/2022	18.60		235324		
	I-019988895	NEW HIRE UNIFORM ITEMS-PD	R	1/18/2022	18.60		235324		
	I-020001204	UNIFORMS - PD	R	1/18/2022	74.99		235324		
	I-020001205	UNIFORMS - PD	R	1/18/2022	55.18		235324		
	I-020012863	UNIFORMS - PD	R	1/18/2022	6.75		235324		
	I-020021520	NAMEBARS - FD	R	1/18/2022	76.59		235324		
	I-020072125	UNIFORMS - PD	R	1/18/2022	315.15		235324		
	I-020072142	UNIFORMS - PD	R	1/18/2022	374.99		235324		
	I-020105748	GARRISON BELT BUCKLE-FD	R	1/18/2022	17.00		235324		1,587.33
					*** VENDOR TOTALS ***		1 CHECKS		1,587.33
001775		GENERAL FIRE AND SAFETY							
	I-59677	FIRE EXTINGUISHER INSPCTNS-PD	E	1/20/2022	807.50		004169		807.50
					*** VENDOR TOTALS ***		1 CHECKS		807.50
000227		GRAINGER							
	I-9147020599	CAR WASH BRUSH - MU	E	1/20/2022	69.62		004162		
	I-9152729894	FLOOR CABLE COVERS-SR CENTER	E	1/20/2022	252.28		004162		
	I-9162144282	KEY BOX - PARK MAINT	E	1/20/2022	44.99		004162		366.89
					*** VENDOR TOTALS ***		1 CHECKS		366.89

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010205		BRIAN MATHIS							
	I-129	1/5/22 POLYGRAPH SERVICES - PD	R	1/18/2022	300.00		235325		300.00
					*** VENDOR TOTALS ***		1 CHECKS		300.00
001815		HAWKEYE TRUCK EQUIPMENT							
	I-151325	UNIT #935 MINI LIGHT BAR	R	1/18/2022	225.00		235326		
	I-151342	UNIT #935 LIGHT BRACKET	R	1/18/2022	51.00		235326		
	I-151425	UNIT #265 MINI LIGHT BAR	R	1/18/2022	209.00		235326		485.00
					*** VENDOR TOTALS ***		1 CHECKS		485.00
010211		HONEYBEAR LLC							
	I-12/30/2021	12/22/21 ART CAMP	R	1/18/2022	540.00		235327		540.00
					*** VENDOR TOTALS ***		1 CHECKS		540.00
005515		BRIAN W HUGGINS							
	I-10/21-12/21 FIT	10/21-12/21 FITNESS REIMBRSMNT	R	1/18/2022	24.00		235328		24.00
					*** VENDOR TOTALS ***		1 CHECKS		24.00
003165		HUSKY INC							
	C-S3-1801287	CR: UNIT #246 BOLT	R	1/18/2022	14.39CR		235329		
	I-S3-1799043	UNIT #222 ROD/WASHER/NUT/BLT	R	1/18/2022	443.87		235329		
	I-S3-1800817	UNIT #246 LEAF SPRING/PIN/BOLT	R	1/18/2022	300.16		235329		729.64
					*** VENDOR TOTALS ***		1 CHECKS		729.64
000283		HY-VEE INC							
	I-01/04-04/20/22 AS	01/04-04/20/22 MEALS SMITH	R	1/18/2022	2,121.12		235330		
	I-01/04-04/20/22 JH	1/04-4/20/22 MEALS HASSETT	R	1/18/2022	2,121.12		235330		4,242.24
					*** VENDOR TOTALS ***		1 CHECKS		4,242.24
009565		INFOSEND INCORPORATED							
	I-204372	12/31/21 MAIL SERVICES	R	1/18/2022	9,994.85		235331		9,994.85
					*** VENDOR TOTALS ***		1 CHECKS		9,994.85
000266		INTERSTATE BATTERY SYSTEM							
	I-40206578	BATTERIES - CG	E	1/20/2022	309.90		004163		
	I-702978	UNIT #935 BATTERY	E	1/20/2022	173.95		004163		483.85
					*** VENDOR TOTALS ***		1 CHECKS		483.85
002929		INTERSTATE POWER SYSTEMS INC							
	I-R012078606:01	CITY HALL GENERATOR REPAIR	R	1/18/2022	8,394.16		235332		
	I-R012080177:01	GENERATOR REPAIR - PD	R	1/18/2022	582.23		235332		8,976.39
					*** VENDOR TOTALS ***		1 CHECKS		8,976.39

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005403		IOWA COMMUNITIES ASSURANCE POO							
	I-108950	ADD SENIOR COMMUNITY CENTER	E	1/20/2022	4,608.00		004184		
	I-ICP057715A1	ICAP DEDUCTIBLE ICP057715A1	E	1/20/2022	316.71		004184		4,924.71
					*** VENDOR TOTALS ***		1 CHECKS		4,924.71
005014		IOWA LEAGUE OF CITIES							
	I-093910	2022 MAYOR ASSOCIATION DUES	R	1/18/2022	30.00		235333		30.00
					*** VENDOR TOTALS ***		1 CHECKS		30.00
003226		IOWA ONE CALL							
	I-237416	11/30/2021 FTP - MU	E	1/20/2022	1,488.60		004177		
	I-237627	11/30/2021 EMAIL - TRFC	E	1/20/2022	246.60		004177		1,735.20
					*** VENDOR TOTALS ***		1 CHECKS		1,735.20
010037		I & S GROUP, INC							
	I-77406	HIGH TRESTLE TRAIL PARK	R	1/18/2022	2,000.00		235334		2,000.00
					*** VENDOR TOTALS ***		1 CHECKS		2,000.00
009226		CHAD JOCHEMS							
	I-12102021	REIMBRSE-TUITION 8/25-12/10/21	E	1/20/2022	589.00		004195		589.00
					*** VENDOR TOTALS ***		1 CHECKS		589.00
000292		KARL CHEVROLET INC							
	I-694961 CVW	UNIT #77 TRANSMITT	R	1/18/2022	94.22		235335		94.22
					*** VENDOR TOTALS ***		1 CHECKS		94.22
008194		KLOCKE'S EMERGENCY VEHICLES LL							
	I-21968	RAIL/FENDERETTE - FD	R	1/18/2022	391.08		235336		391.08
					*** VENDOR TOTALS ***		1 CHECKS		391.08
005189		KULLY SUPPLY INC							
	I-564728	SOLENOID/FLX TUBE/MODULE-PD	E	1/20/2022	597.30		004182		597.30
					*** VENDOR TOTALS ***		1 CHECKS		597.30
002368		LAWSON PRODUCTS INC							
	I-9309069731	MISC SUPPLIES - CG	E	1/20/2022	229.87		004174		
	I-9309083269	MLE PIPE - PLOW TRUCKS	E	1/20/2022	80.32		004174		
	I-9309106533	ADAPTER - PLOW TRUCKS	E	1/20/2022	27.64		004174		337.83
					*** VENDOR TOTALS ***		1 CHECKS		337.83
000402		LINDE GAS & EQUIPMENT							
	I-71967401	OXYGEN - AMBULANCE	R	1/18/2022	1,244.00		235337		1,244.00
					*** VENDOR TOTALS ***		1 CHECKS		1,244.00

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009473		MACQUEEN EQUIPMENT, LLC							
	I-P15054	TRACKLESS SMOKESTACK - PKM	R	1/18/2022	44.80		235338		44.80
					*** VENDOR TOTALS ***		1 CHECKS		44.80
010704		MAINSTAY SYSTEMS OF IOWA LLC							
	I-1042	1/1-1/31/22 MONTHLY MAINT - PD	R	1/18/2022	237.00		235339		237.00
					*** VENDOR TOTALS ***		1 CHECKS		237.00
002183		MCCLURE ENGINEERING CO							
	I-200478 # 18	PAY 18-IRVNDLE DR WTR MN IMP	R	1/18/2022	2,737.77		235340		
	I-211008-000 #4	PAY 4- NW18TH ST RECON ASH/ANK	R	1/18/2022	7,557.98		235340		10,295.75
					*** VENDOR TOTALS ***		1 CHECKS		10,295.75
001671		MCC IOWA LLC							
	I-01/01/21-01/31/21	01/01/21-01/31/21 DEDICATE INT	R	1/18/2022	500.00		235341		
	I-122721	AID TO CONSTRUCTION- SC & PKM	R	1/18/2022	6,400.00		235341		6,900.00
					*** VENDOR TOTALS ***		1 CHECKS		6,900.00
004747		MENARDS							
	C-59662	CR: RETURN STAFF UNIFORMS-PKM	R	1/18/2022	115.95CR		235342		
	I-60041	PVC/PIPECUT/CEMENT/PRIMER-PD	R	1/18/2022	137.33		235342		
	I-60474	CLAMP/LEVERNUT/UTLTY/STRAP-PD	R	1/18/2022	42.14		235342		
	I-60486	DRILLBIT - PARK MAINT	R	1/18/2022	23.97		235342		
	I-60530	FLTR/PANEL/PINE/SCWDRVR-MU	R	1/18/2022	130.74		235342		
	I-60726	TOOTHPICK/BATTERY/MORTAR-MU	R	1/18/2022	119.51		235342		
	I-60802	BIG BUTTON/GRN TREATED-PRSC	R	1/18/2022	71.47		235342		
	I-61131	TRWL/WRNCH/RGH TRRN/GAUGE-MU	R	1/18/2022	105.46		235342		
	I-61175	TOOL BUNDLE/SPLICE - PD	R	1/18/2022	44.26		235342		
	I-61180	LAMP HOLDER - MU	R	1/18/2022	7.94		235342		
	I-61189	SPRAY KIT - CG	R	1/18/2022	9.92		235342		
	I-61440	SHOWER LINER - FD	R	1/18/2022	132.93		235342		
	I-61506	CLNR/SCRPR/BRSH/STRP/HODE-PRSC	R	1/18/2022	133.29		235342		843.01
					*** VENDOR TOTALS ***		1 CHECKS		843.01
009296		MERRITT COMPANY INC							
	I-61219	12/21 CLG:CH,FS1,PD,PSB,KL,SC	R	1/18/2022	14,291.50		235343		
	I-61220	JANITORIAL SUPPLIES - CH	R	1/18/2022	247.98		235343		
	I-61221	TOWELS - FD	R	1/18/2022	67.57		235343		
	I-61222	JANITORIAL SUPPLIES - KL	R	1/18/2022	444.63		235343		
	I-61225	CLEANING SUPPLIES - SNR CNTR	R	1/18/2022	603.93		235343		15,655.61
					*** VENDOR TOTALS ***		1 CHECKS		15,655.61
001931		METRO WASTE AUTHORITY							
	I-70018900	12/2021 MONTHLY CURB-IT FEE	E	1/20/2022	83,821.72		004170		83,821.72
					*** VENDOR TOTALS ***		1 CHECKS		83,821.72

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010667		MEGHAN MEYER							
	I-1/3/2022	LIFEGUARD REVIEW CLASS - PKS	E	1/20/2022	175.00		004208		175.00
					*** VENDOR TOTALS ***		1 CHECKS		175.00
005317		MID AMERICAN SIGNAL INC							
	I-21-590	TRAFFIC SIGNAL CONTROLLER-TRFC	E	1/20/2022	85,000.00		004183		85,000.00
					*** VENDOR TOTALS ***		1 CHECKS		85,000.00
000271		MIDAMERICAN ENERGY COMPANY							
	I-521134613	1/6/22 STATEMENT - SNR CNTR	E	1/20/2022	1,980.52		004164		1,980.52
					*** VENDOR TOTALS ***		1 CHECKS		1,980.52
1		ABU, MANAL							
	I-000202201108286	US REFUND	R	1/18/2022	45.39		235257		45.39
1		AVILA, KRISTINA							
	I-000202201108280	US REFUND	R	1/18/2022	53.57		235258		53.57
1		CITRON, JOSH							
	I-000202201108283	US REFUND	R	1/18/2022	28.16		235259		28.16
1		CRAIG, CHARLEE							
	I-000202201108297	US REFUND	R	1/18/2022	41.44		235260		41.44
1		FERGUSON, KIRSTEN &							
	I-000202201108291	US REFUND	R	1/18/2022	92.93		235261		92.93
1		GACH, JAMES							
	I-000202201108301	US REFUND	R	1/18/2022	51.51		235262		51.51
1		GIPPLE, KATHY							
	I-000202201108289	US REFUND	R	1/18/2022	29.78		235263		29.78
1		HAMMOND, MICHELLE							
	I-000202201108288	US REFUND	R	1/18/2022	42.69		235264		42.69
1		HENDRICKSON, JESSICA							
	I-000202201108296	US REFUND	R	1/18/2022	74.96		235265		74.96
1		HOFFMAN, NOELLE							
	I-000202201108285	US REFUND	R	1/18/2022	16.89		235266		16.89
1		HONEGGER, LAINE							
	I-000202201108287	US REFUND	R	1/18/2022	54.81		235267		54.81

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1		HUMPHREYS, GARFIELD							
	I-000202201108293	US REFUND	R	1/18/2022	97.49		235268		97.49
1		KING, MIKAYLA							
	I-000202201108281	US REFUND	R	1/18/2022	51.75		235269		51.75
1		KONECNE, TARA							
	I-000202201108292	US REFUND	R	1/18/2022	56.45		235270		56.45
1		KR JONES ENTERPRISES							
	I-000202201108304	US REFUND	R	1/18/2022	100.00		235271		100.00
1		MORGAN, JESSICA							
	I-000202201108302	US REFUND	R	1/18/2022	50.07		235272		50.07
1		PATTERSON, MAYCE							
	I-000202201108290	US REFUND	R	1/18/2022	65.00		235273		65.00
1		ROSENER, JACOB							
	I-000202201108300	US REFUND	R	1/18/2022	99.28		235274		99.28
1		ROSS, TERRENCE							
	I-000202201108284	US REFUND	R	1/18/2022	54.79		235275		54.79
1		SITRONETO, SASHIA							
	I-000202201108303	US REFUND	R	1/18/2022	53.09		235276		53.09
1		STEENHOEK, JAKOB & A							
	I-000202201108294	US REFUND	R	1/18/2022	47.57		235277		47.57
1		VARGAS MACIAS, YESEN							
	I-000202201108299	US REFUND	R	1/18/2022	45.18		235278		45.18
1		VITI, EUGENE							
	I-000202201108295	US REFUND	R	1/18/2022	98.75		235279		98.75
1		WALKER, CASSI							
	I-000202201108298	US REFUND	R	1/18/2022	36.30		235280		36.30
1		WILLHITE, BRETT & CH							
	I-000202201108282	US REFUND	R	1/18/2022	49.54		235281		49.54
					*** VENDOR TOTALS ***		25 CHECKS		1,437.39

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006756		MTI DISTRIBUTING INC							
	I-1330105-00	UNIT #661 TIRES	R	1/18/2022	366.24		235344		366.24
					*** VENDOR TOTALS ***		1 CHECKS		366.24
002032		MUNICIPAL COLLECTIONS OF AMERI							
	I-54052	12/21 COLLECTION FEES	R	1/18/2022	102.79		235345		102.79
					*** VENDOR TOTALS ***		1 CHECKS		102.79
000350		MUNICIPAL SUPPLY INC							
	I-0821427-IN	MISC SUPPLIES - MU	R	1/18/2022	2,349.85		235346		
	I-0821944-IN	MISC SUPPLIES - MU	R	1/18/2022	1,307.75		235346		3,657.60
					*** VENDOR TOTALS ***		1 CHECKS		3,657.60
003057		NAPA AUTO PARTS							
	C-2986-00-677191	CR: UNIT #715 BRAKE ROTOR/PAD	R	1/18/2022	140.99CR		235347		
	C-2986-00-677441	CR: UNIT #715 CLOCK SPRING	R	1/18/2022	181.29CR		235347		
	I-2986-00-677098	UNIT #256 GASKET	R	1/18/2022	18.68		235347		
	I-2986-00-677100	UNIT #256 MUFFLER	R	1/18/2022	68.99		235347		
	I-2986-00-677115	TIRE REPAIR KITS - CG	R	1/18/2022	47.60		235347		
	I-2986-00-677147	ELECTRICAL CONNECTORS - CG	R	1/18/2022	35.28		235347		
	I-2986-00-677374	UNIT #654 BRAKELINE	R	1/18/2022	7.56		235347		
	I-2986-00-677388	PLOW TRUCKS REPAIRS	R	1/18/2022	37.98		235347		
	I-2986-00-677395	UNIT #99 ROTORS	R	1/18/2022	209.32		235347		
	I-2986-00-677422	UNIT #264 AIR FILTERS	R	1/18/2022	24.79		235347		
	I-2986-00-677423	TANKER MUFFLER ASSEMBLY	R	1/18/2022	76.49		235347		
	I-2986-00-677438	OIL/AIR/CAB FILTERS - CG	R	1/18/2022	25.81		235347		
	I-2986-00-677458	CERAMIC CAR WASH - MU	R	1/18/2022	12.99		235347		
	I-2986-00-677495	CABLE TIES - CG	R	1/18/2022	84.98		235347		
	I-2986-00-677497	AIR FILTER - CG	R	1/18/2022	21.66		235347		
	I-2986-00-677524	AVB CAPSULE - CG	R	1/18/2022	11.54		235347		
	I-2986-00-677627	UNIT #237 BATTERY	R	1/18/2022	127.89		235347		
	I-2986-00-677631	BATTERY FOR CG DOOR OPENERS	R	1/18/2022	22.17		235347		
	I-2986-00-677669	UNIT #117 OIL FILTER	R	1/18/2022	11.52		235347		
	I-2986-00-677681	FUEL FILTER - CG	R	1/18/2022	36.65		235347		
	I-2986-00-677713	FUEL FLTR/OIL FLTR - CG	R	1/18/2022	107.86		235347		
	I-2986-00-677751	OIL FILTERS - CG	R	1/18/2022	62.67		235347		
	I-2986-00-677794	AIR/FUEL/OIL/HYDR FILTERS-CG	R	1/18/2022	204.36		235347		
	I-2986-00-677860	BOBCAT WIPER/LIGHT BULBS-PKM	R	1/18/2022	26.20		235347		
	I-2986-00-677891	UNIT #923 DRUM BRAKE	R	1/18/2022	40.34		235347		
	I-2986-00-677899	BRAKLEEN/PEAK - CG	R	1/18/2022	90.30		235347		1,091.35
					*** VENDOR TOTALS ***		1 CHECKS		1,091.35
007222		OCLC ONLINE COMPUTER LIBRARY							
	I-1000186459	1/1-1/31/22 WORLDSHARE - KL	E	1/20/2022	45.75		004189		45.75
					*** VENDOR TOTALS ***		1 CHECKS		45.75

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003727		OFFICE DEPOT INC							
	I-213607956001	PAPER/DUSTER - KL	R	1/18/2022	180.13		235348		
	I-213614589001	DOORSTOP - KL	R	1/18/2022	9.99		235348		
	I-216053189001	CALENDAR/DSKPD/MNT STRIPS - MU	R	1/18/2022	171.41		235348		
	I-216075303001	HIGHLIGHTER - CH	R	1/18/2022	3.24		235348		
	I-216350503001	PAPER/NOTE PAD/POST-IT - CH	R	1/18/2022	119.38		235348		
	I-216859795001	BREAK ROOM SUPPLIES - CH	R	1/18/2022	12.70		235348		
	I-216862809001	DESKPAD - WATER	R	1/18/2022	15.43		235348		
	I-217929131001	DOCUMENT COVER - HR	R	1/18/2022	37.60		235348		549.88
					*** VENDOR TOTALS ***		1 CHECKS		549.88
009655		LOGICAL CONCEPTS, INC							
	I-81684	ANK NW BOOSTER SERVICE RNWL	R	1/18/2022	276.00		235349		276.00
					*** VENDOR TOTALS ***		1 CHECKS		276.00
007878		OVERDRIVE INC							
	I-06497C021502566	MULTIMEDIA - KL	R	1/18/2022	982.99		235350		
	I-06497DA21501820	MULTIMEDIA - KL	R	1/18/2022	6.99		235350		
	I-06497DA21505943	MULTIMEDIA - KL	R	1/18/2022	245.63		235350		1,235.61
					*** VENDOR TOTALS ***		1 CHECKS		1,235.61
010089		D H PACE COMPANY INC							
	I-ACR/3324	OVERHEAD DOOR INSTALL-PD	R	1/18/2022	41,000.00		235351		
	I-SVC/53557	PREVENTATIVE MAINT - PD	R	1/18/2022	115.00		235351		41,115.00
					*** VENDOR TOTALS ***		1 CHECKS		41,115.00
000699		THE PENWORTHY COMPANY							
	I-0577724-IN	BOOKS - KL	R	1/18/2022	998.59		235352		998.59
					*** VENDOR TOTALS ***		1 CHECKS		998.59
000384		PITNEY BOWES INC							
	I-1019618341	9/30/21-12/30/21 RENTAL-PSB	R	1/18/2022	156.00		235353		156.00
					*** VENDOR TOTALS ***		1 CHECKS		156.00
009509		COLIN PITZ							
	I-1/3/2022	LIFEGUARD REVIEW CLASS - PARKS	R	1/18/2022	175.00		235354		175.00
					*** VENDOR TOTALS ***		1 CHECKS		175.00
003760		POLK COUNTY TREASURER							
	I-B21-0455	BLOOD DRAW - M. JOHNSON	R	1/18/2022	150.00		235355		150.00
					*** VENDOR TOTALS ***		1 CHECKS		150.00
004410		POLK COUNTY PUBLIC WORKS DEPAR							
	I-SWIM-2021-04642	POOL INSPECTION -PRAC	R	1/18/2022	674.00		235356		674.00
					*** VENDOR TOTALS ***		1 CHECKS		674.00

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009386		POMP'S TIRE SERVICE, INC							
	I-1400069446	UNIT #235 TIRES	E	1/20/2022	519.08		004197		519.08
					*** VENDOR TOTALS ***		1 CHECKS		519.08
005896		PRECISION UNDERGROUND UTILITIE							
	I-16821	CONDUIT-LIGHTING REPAIR	R	1/18/2022	3,200.00		235357		3,200.00
005896		PRECISION UNDERGROUND UTILITIE							
	I-3421	FO RELOCATION-ORALABOR RD	R	1/18/2022	15,992.50		235358		15,992.50
					*** VENDOR TOTALS ***		2 CHECKS		19,192.50
007983		PUSH PEDAL PULL INC							
	I-326292	SEN CENTER FITNESS EQUIP	R	1/18/2022	1,530.00		235359		1,530.00
					*** VENDOR TOTALS ***		1 CHECKS		1,530.00
006390		QUILL CORPORATION							
	I-21701333	SPLIT KEY RING-P&R	R	1/18/2022	33.29		235360		
	I-21714465	CLIPBOARDS/LANYARDS/BDGE-SR CT	R	1/18/2022	44.29		235360		
	I-21726805	LANYARDS W/CLIP -P&R	R	1/18/2022	48.13		235360		
	I-21771735	OPEN/CLOSE CLOCK/SCTN CUPS-P&R	R	1/18/2022	17.75		235360		143.46
					*** VENDOR TOTALS ***		1 CHECKS		143.46
004596		REAMS SPRINKLER SUPPLY CO							
	I-0005145704-001	GATE VALVE GASKET -PRSC	R	1/18/2022	238.35		235361		238.35
					*** VENDOR TOTALS ***		1 CHECKS		238.35
004079		STRAWBERRY PATCH							
	I-93561	LITTLE DUNKERS SHIRTS	R	1/18/2022	5,160.00		235362		5,160.00
					*** VENDOR TOTALS ***		1 CHECKS		5,160.00
006210		CAMIE SCHILTZ							
	I-10/21-12/21 FIT	10/21-12/21 FITNESS REIMBRSMNT	R	1/18/2022	36.00		235363		36.00
					*** VENDOR TOTALS ***		1 CHECKS		36.00
000425		SECRETARY OF STATE							
	I-FY22 NOTARY-KM	FY22 NOTARY RENEWAL-K. MILLER	R	1/18/2022	30.00		235364		30.00
					*** VENDOR TOTALS ***		1 CHECKS		30.00
002217		SENECA COMPANIES							
	I-1900009	SWING ARM RESTRAINTS - CG	E	1/20/2022	222.36		004172		222.36
					*** VENDOR TOTALS ***		1 CHECKS		222.36
002108		JOBE SHANNON							
	I-10/21-12/21 FIT	10/21-12/21 FITNESS REIMBRSMNT	R	1/18/2022	36.00		235365		
	I-12/24/2021	BOOTS REIMBURSEMENT	R	1/18/2022	140.00		235365		176.00
					*** VENDOR TOTALS ***		1 CHECKS		176.00

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009560		KATHY J EVERT-KJ SIGNS LLC							
	I-INV-8164DEPOSIT	DEPOSIT-SIGNS FOR SR CENTER	R	1/18/2022	2,500.00		235366		
	I-INV-8164FINAL	FNL PMT-SIGNAGE FOR ACC	R	1/18/2022	1,509.80		235366		4,009.80
					*** VENDOR TOTALS ***		1 CHECKS		4,009.80
004119		WILLIAM J FRENCH							
	I-19753A	WINTER DIESEL FUEL ADDITIVE	R	1/18/2022	1,959.10		235367		
	I-19753B	WINTER DIESEL FUEL ADDITIVE	R	1/18/2022	527.13		235367		2,486.23
					*** VENDOR TOTALS ***		1 CHECKS		2,486.23
000474		STATE HYGIENIC LABORATORY AR							
	I-220831	11/30/2021 TESTING - MU	E	1/20/2022	970.50		004166		970.50
					*** VENDOR TOTALS ***		1 CHECKS		970.50
000441		STETSON BUILDING PRODUCTS INC							
	I-15189503-00	GUTTER REPAIR SUPPLIES - PRAC	R	1/18/2022	81.10		235368		81.10
					*** VENDOR TOTALS ***		1 CHECKS		81.10
003234		STOREY KENWORTHY CORPORATION							
	I-PINV958014	TAX FORMS/ENVELOPES - HR/FIN	R	1/18/2022	619.32		235369		
	I-PINV960056	ENVELOPES/1096 FORMS - HR	R	1/18/2022	82.27		235369		701.59
					*** VENDOR TOTALS ***		1 CHECKS		701.59
010668		STUBBS DEVELOPMENT, INC							
	I-01/05/22	WTR/SAN UPSZG-CANYON LAND PLT1	E	1/20/2022	549,411.67		004200		549,411.67
					*** VENDOR TOTALS ***		1 CHECKS		549,411.67
010068		T-MOBILE USA INC							
	C-11/20/2021	CR:MNTLY INTRNT 10/21-11/20/21	R	1/18/2022	370.40CR		235370		
	I-12/20/2021	MNTHLY INTERNET 11/21-12/20/21	R	1/18/2022	811.57		235370		441.17
					*** VENDOR TOTALS ***		1 CHECKS		441.17
008966		THE BUSINESS LETTER INC							
	I-74616	FALSE ALARM NOTIFICATION - PD	R	1/18/2022	646.21		235371		646.21
					*** VENDOR TOTALS ***		1 CHECKS		646.21
010127		TK ELEVATOR CORPORATION							
	I-7000011958	REPLACED BUTTON - PD	E	1/20/2022	191.06		004199		191.06
					*** VENDOR TOTALS ***		1 CHECKS		191.06
009541		MIKLANNET TENNAL							
	I-11/21-12/21CLASS	11/21-12/21 CLASSES	E	1/20/2022	3,201.20		004205		3,201.20
					*** VENDOR TOTALS ***		1 CHECKS		3,201.20

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/06/2022 THRU 1/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004159		TOYNE INC							
	I-IN0013845	CONDENSER FAN - FD	R	1/18/2022	285.98		235372		
	I-IN0013846	LED BULB - FD	R	1/18/2022	155.82		235372		441.80
					*** VENDOR TOTALS ***		1 CHECKS		441.80
004343		TRACTOR SUPPLY COMPANY							
	I-565928	PINS/CLIPS - PRSC	R	1/18/2022	37.97		235373		37.97
					*** VENDOR TOTALS ***		1 CHECKS		37.97
000465		TREASURER STATE OF IOWA							
	I-1/13/2022	MONTHLY SALES & EXCISE TAXES	D	1/13/2022	82,535.00		001860		82,535.00
					*** VENDOR TOTALS ***		1 CHECKS		82,535.00
005479		TREMCO WEATHERPROOFING							
	I-96470640	ANNUAL ROOF INSPECTION	E	1/20/2022	17,182.63		004186		17,182.63
					*** VENDOR TOTALS ***		1 CHECKS		17,182.63
003278		DAVIS EQUIPMENT CORPORATION							
	I-JI66043	UNIT #653 PARTS	E	1/20/2022	1,460.60		004178		1,460.60
					*** VENDOR TOTALS ***		1 CHECKS		1,460.60
004926		UNITED HEALTHCARE MEDICARE							
	I-AFD17462	AMBULANCE PAYMENT REFUND - FD	R	1/18/2022	246.51		235374		246.51
					*** VENDOR TOTALS ***		1 CHECKS		246.51
005813		EXECUTIVE SERVICES INC							
	I-72282	ENVELOPES - PD	E	1/20/2022	350.85		004187		
	I-72618	BUSINESS CARD - WINKELS - CD	E	1/20/2022	56.79		004187		407.64
					*** VENDOR TOTALS ***		1 CHECKS		407.64
006789		HD SUPPLY FACILITIES MAINTENAN							
	I-816274	PIPE LOCATOR - MU	E	1/20/2022	77.00		004188		77.00
					*** VENDOR TOTALS ***		1 CHECKS		77.00
005012		VAN-WALL EQUIPMENT INC							
	I-5419645	RED HANDLED HITCH PINS-PRSC	E	1/20/2022	26.71		004181		
	I-5425662	UNIT #874 O-RING/SEAL	E	1/20/2022	35.31		004181		62.02
					*** VENDOR TOTALS ***		1 CHECKS		62.02
004796		WALSH DOOR & HARDWARE COMPANY							
	I-774674	LENS COVERS - IT	R	1/18/2022	13.70		235375		
	I-774675	MILESTONE CARE PLUS RENEW	R	1/18/2022	5,536.56		235375		
	I-774676	SENIOR CENTER CAMERAS	R	1/18/2022	346.72		235375		
	I-774837	ACCESS CONTROL-SENIOR CENTER	R	1/18/2022	8,958.52		235375		
	I-774839	RS2 V6 TO V8 UPGRADE	R	1/18/2022	7,800.00		235375		
	I-775299	CARD READER REPAIR - KL	R	1/18/2022	324.00		235375		22,979.50
					*** VENDOR TOTALS ***		1 CHECKS		22,979.50

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/06/2022 THRU 1/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002569		WASTE CONNECTIONS INC							
	I-3245887	12/1/21-12/31/21 SERVICES-OC	R	1/18/2022	26.27		235376		
	I-3260513	01/01-01/31/22 WASTE SVCS-CH	R	1/18/2022	58.15		235376		84.42
					*** VENDOR TOTALS ***		1 CHECKS		84.42
006388		KURT WEITL							
	I-10/01/2021	CAR WASH REIMBRSMNT-PD	E	1/20/2022	10.00		004203		10.00
					*** VENDOR TOTALS ***		1 CHECKS		10.00
004122		ADAM WHISLER							
	I-12/16/2021	10/20-12/16/21 TUITION REMBSMT	R	1/18/2022	600.00		235377		600.00
					*** VENDOR TOTALS ***		1 CHECKS		600.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	121			1,572,872.89	0.00	1,572,872.89
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			82,535.00	0.00	82,535.00
EFT:	50			835,638.45	0.00	835,638.45
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	172	2,491,046.34	0.00	2,491,046.34
BANK: APGWB TOTALS:	172	2,491,046.34	0.00	2,491,046.34
REPORT TOTALS:	172	2,491,046.34	0.00	2,491,046.34

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: 1/06/2022 THRU 1/20/2022
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

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ANKENY CITY COUNCIL

City Council Agenda

January 18, 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:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the purchase of traffic signal pole assemblies for installation with the NW 36th Street Widening: NW Ash Drive to N Ankeny Blvd.

EXECUTIVE SUMMARY:

The NW 36th Street Widening: NW Ash Drive to N Ankeny Blvd project includes construction of a new traffic signal at NW Ash Drive and reconstruction of the traffic signal at N Ankeny Blvd. In past years, long lead times for procurement of galvanized steel traffic poles and mast arms have contributed to delays in completing similar City capital improvement projects. Pre-ordering these items, and furnishing for contractor installation with the project, can decrease the delay in opening the full project to the public's benefit.

Quotes for manufacture and delivery of the combination signal/ lighting poles and mast arms needed for the project were requested per City of Ankeny Purchasing Policy. Both cost and expected delivery schedule were considered in the award recommendation. There are two regional suppliers. Valmont

Industries responded, in the amount of $143,204.00 and expected delivery in 10-12 weeks from design approval (mid June 2022). The second supplier, Millerbernd Manufacturing Company, responded in the amount of $141,853.00 and expected delivery in 27-29 weeks from design approval (early October 2022).

Construction is scheduled to begin in late March/ early April 2022, with one hundred forty working days allowed. Therefore, award of the purchase of the galvanized steel traffic poles and mast arms to Valmont Industries is recommended to support timely completion of the traffic signal installations.

FISCAL IMPACT: **??No**

The project is included in the City's current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Adopt RESOLUTION authorizing the purchase of the galvanized steel traffic poles and mast arms as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Bid Tabulation

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC SIGNAL POLES FOR INSTALLATION WITH NW 36TH STREET WIDENING: NW ASH DRIVE TO N ANKENY BOULEVARD

WHEREAS, the City of Ankeny desires to purchase traffic signal poles and mast arms to be installed with the NW 36th Street Widening: NW Ash Drive to N Ankeny Boulevard; and

WHEREAS, quotes were obtained according to City of Ankeny Purchasing Policy; and

WHEREAS, the City of Ankeny is able to purchase the traffic signal poles and mast arms from Valmont Industries, Inc. in the amount of $143,204.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Valmont Industries, Inc. in the amount of $143,204.00 is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from the FY2022 funds to facilitate the purchase of said traffic signal poles and mast arms.

DATED this 18th day of January, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

CITY OF ANKENY

BID RESULTS FOR TRAFFIC SIGNAL POLE RFP

NW 36TH ST / NW ASH DR AND NW 36TH ST / N ANKENY BLVD

BID DATE: 10:00 AM, JANUARY 4, 2022,

ITEM		VALMONT	VALMONT	MILLERBERND	MILLERBERND	NOTES
DESCRIPTION	**QTY**	**UNIT COST**	**EXTENDED PRICING**	**UNIT COST**	**EXTENDED PRICING**	
IA-44-HR-15-M232-GV-HH-AB	1	$12,746.00	$12,746.00			POLE #2 AT 36TH AND ASH
CSMAP-44-15L-AB-GV	1			$15,396.00	$15,396.00	
IA-50-HR-15-M232-GV-HH-AB	2	$14,810.00	$29,620.00			POLES #1 & #3 AT 36TH AND ASH
CSMAP-50-15L-AB-GV	2			$15,604.00	$31,208.00	
IA-52-HR-20-M232-GV-HH-AB	1	$16,102.00	$16,102.00			POLE #4 AT 36TH AND ASH
CSMAP-52-20L-AB-GV	1			$16,102.00	$16,102.00	
IA-62-HR-20-GROUND-GV-HH-AB	1	$21,020.00	$21,020.00			POLE #4 AT 36TH AND ANKENY
CSMAP-62-20L-AB-GV	1			$19,671.00	$19,671.00	
IA-65-HR-15-GROUND-GV-HH-AB	2	$20,959.00	$41,918.00			POLES #1 & #3 AT 36TH AND ANKENY
CSMAP-65-15L-AB-GV	2			$19,732.00	$39,464.00	
IA-70-HR-25-GROUND-GV-HH-AB	1	$21,798.00	$21,798.00			POLE #2 AT 36TH AND ANKENY
CSMAP-70-25L-AB-GV	1			$20,012.00	$20,012.00	
TOTAL			**$143,204.00**		**$141,853.00**	
DIFFERENCE				**$1,351.00**		
ESTIMATED DELIVERY			**JUNE 21, 2022**		**OCTOBER 4, 2022**	
PO to contractor February 1, 2022. (est.)						
Valmont estimate. Shop drawings 3-4 weeks, (4 weeks = March 1). Pole delivery 14-16 weeks, (16 weeks = June 21).						
Millerbernd estimate. Shop drawings 4-6 weeks, (6 weeks = March 15). Pole delivery 27-29 weeks, (29 weeks = October 4).						

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ANKENY CITY COUNCIL

City Council Agenda

January 18, 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:

- Police Officer
- Equipment Operator;

subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of

the Civil Service Commission certified lists for appointment to:

Police Officer and Equipment Operator, 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 List

January 18, 2022

To: The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the January 10, 2022, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Police Officer:

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

Equipment Operator:

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

Respectfully submitted,

Dawn Gean

Dawn Gean, Clerk of the Civil Service Commission

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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** accepting public utility easements associated with the development of The Crossings at Deer Creek Plat 14.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept Resolution

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Easement Document

RESOLUTION

RESOLUTION ACCEPTING PUBLIC UTILITY EASEMENTS ASSOCIATED WITH THE DEVELOPMENT OF THE CROSSINGS AT DEER CREEK PLAT 14

WHEREAS, public utility easements associated with the development of The Crossings at Deer Creek Plat 14, as shown on the attached easement plats, have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the public utility easements associated with the development of The Crossings at Deer Creek Plat 14, are hereby accepted.

PASSED AND APPROVED this 18th day of January, 2022.

CITY OF ANKENY, IOWA

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Deer Creek Estates, L.L.C., an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through and across the following described real estate:

See Exhibit "A",

hereinafter referred to as "Easement Area." That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible

for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 31st day of December, 2021.

DEER CREEK ESTATES, L.L.C.

By: _____
R. Bradley Skinner, Manager

By: Donald C Timmins
Donald C. Timmins, Treasurer

STATE OF IOWA, COUNTY OF Polk**, ss:**

This instrument was acknowledged before me on this 31st day of December, 2021, by R. Bradley Skinner, Manager of Deer Creek Estates, L.L.C.

SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Polk**, ss:**

This instrument was acknowledged before me on this 31st day of December, 2021, by Donald C. Timmins, Treasurer of Deer Creek Estates, L.L.C.

SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

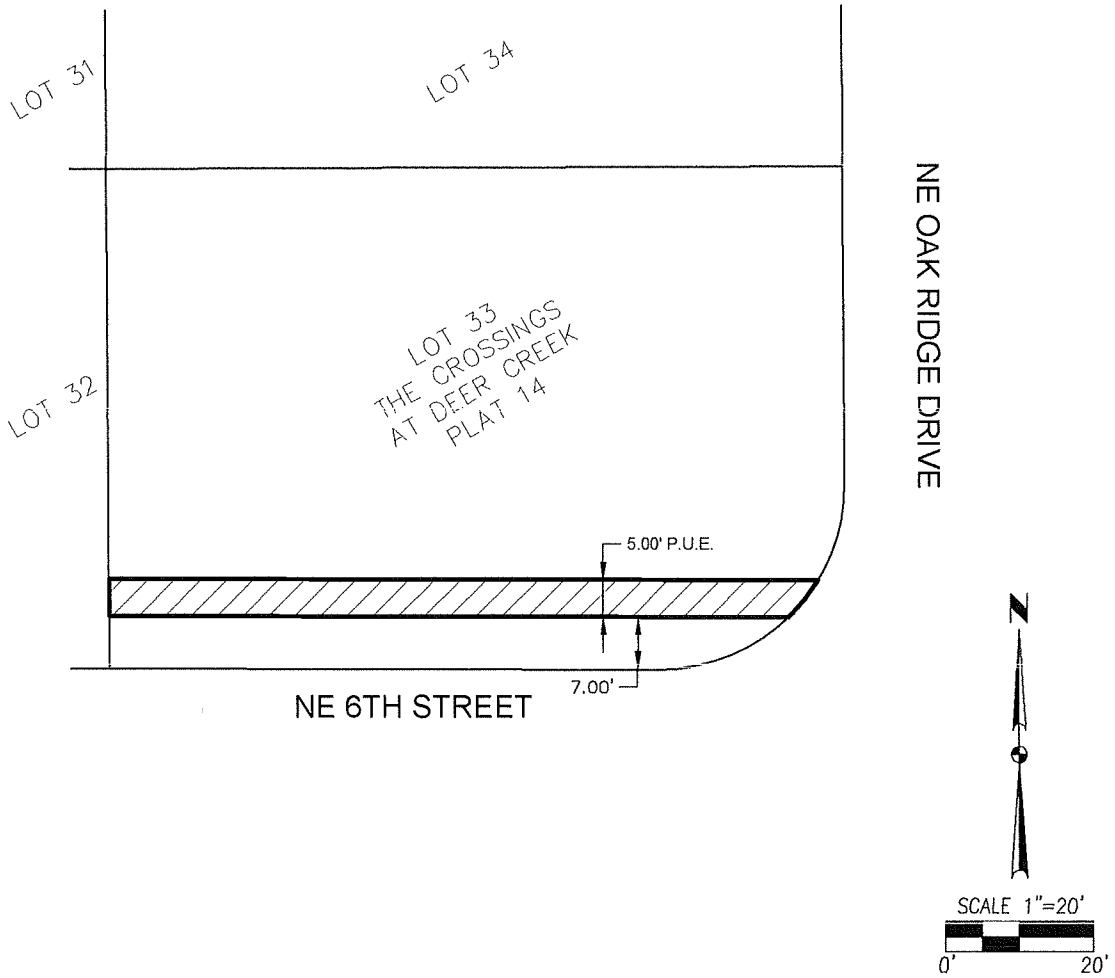
EXHIBIT 'A' - EASEMENT PLAT

OWNER

DEER CREEK ESTATES, LLC
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009

PUBLIC UTILITY EASEMENT DESCRIPTION

THE NORTH 5.00 FEET OF THE SOUTH 12.00 FEET OF LOT 33, THE CROSSINGS AT DEER CREEK PLAT 14, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



FILE: H:\2021\2106468\DWG\2106468-EASEMENT PLATS.DWG
FILE DATE: 11/23/21 DATE PLOTTED: 11/24/2021 9:16 AM
PLOTTED BY: CARTER YOUNGBLOOD:

THE CROSSINGS AT DEER CREEK PLAT 14 LOT 33
EASEMENT PLAT ANKENY, IOWA

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC UTILITY EASEMENT

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2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible

for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 3rd day of January, 2022.

DEER CREEK ESTATES, L.L.C.

By: _____
R. Bradley Skinner, Manager

By: Donald Timmins
Donald C. Timmins, Treasurer

STATE OF IOWA, COUNTY OF Polk **, ss:**

This instrument was acknowledged before me on this 3rd day of January, 2022, by R. Bradley Skinner, Manager of Deer Creek Estates, L.L.C.

SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

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May 15, 2023

Sara J Rooker
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PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

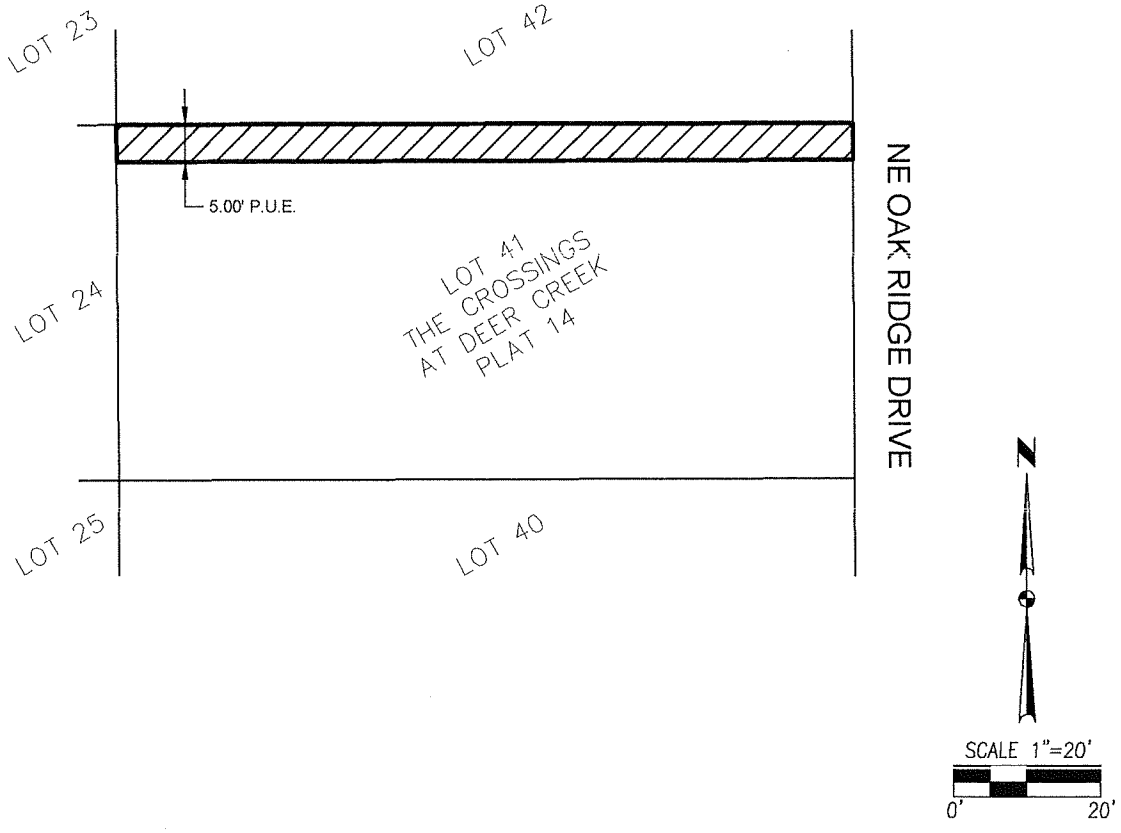
EXHIBIT 'A' - EASEMENT PLAT

OWNER

DEER CREEK ESTATES, LLC
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009

PUBLIC UTILITY EASEMENT DESCRIPTION

THE NORTH 5.00 FEET OF LOT 41, THE CROSSINGS AT DEER CREEK PLAT 14, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



FILE: H:\2021\2106468\DWG\2106468-EASEMENT PLATS.DWG
FILE DATE: 11/23/21 DATE PLOTTED: 11/24/2021 9:16 AM
PLOTTED BY: CARTER YOUNGBLOOD:

THE CROSSINGS AT DEER CREEK PLAT 14 LOT 41
EASEMENT PLAT ANKENY, IOWA

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Deer Creek Estates, L.L.C., an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through and across the following described real estate:

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3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

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for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 3rd day of January, 2022.

DEER CREEK ESTATES, L.L.C.

By: _____
R. Bradley Skinner, Manager

By: Donald C Timmins
Donald C. Timmins, Treasurer

STATE OF IOWA, COUNTY OF Polk **, ss:**

This instrument was acknowledged before me on this 3rd day of January, 2022, by R. Bradley Skinner, Manager of Deer Creek Estates, L.L.C.

SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Polk **, ss:**

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SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

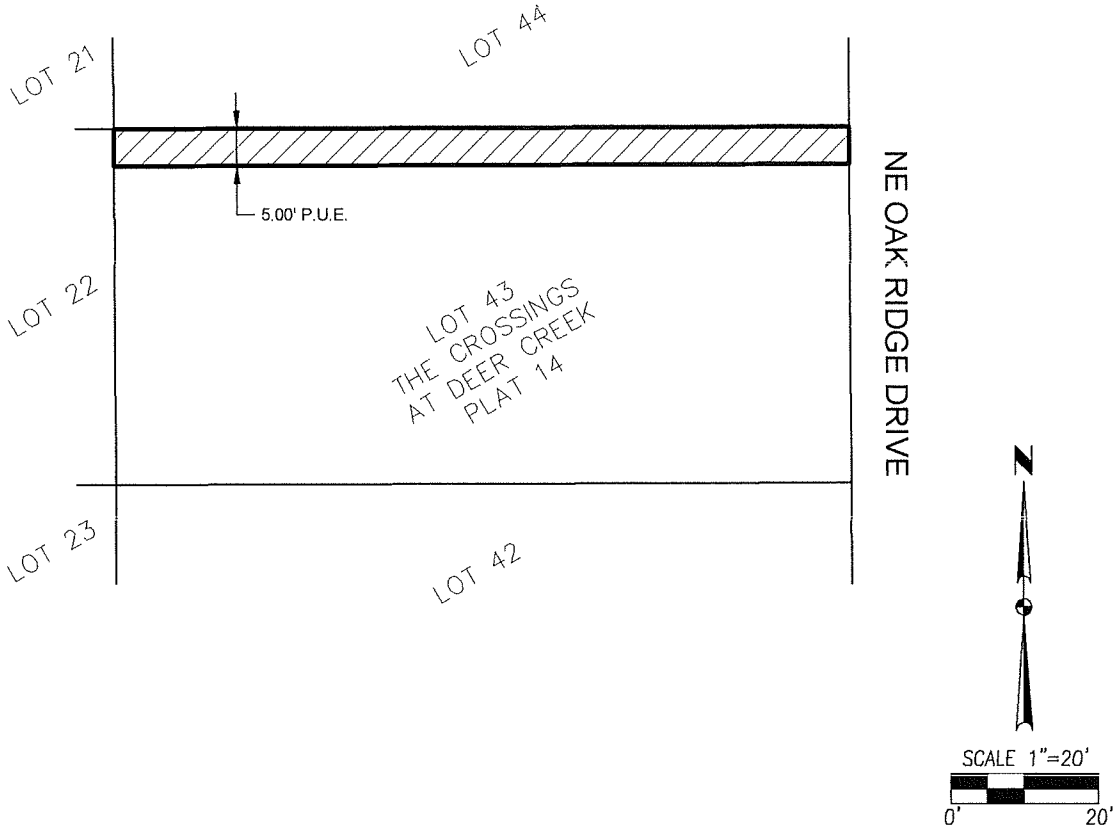
EXHIBIT 'A' - EASEMENT PLAT

OWNER

DEER CREEK ESTATES, LLC
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009

PUBLIC UTILITY EASEMENT DESCRIPTION

THE NORTH 5.00 FEET OF LOT 43, THE CROSSINGS AT DEER CREEK PLAT 14, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



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FILE DATE: 11/24/21 DATE PLOTTED: 11/24/2021 9:31 AM
PLOTTED BY: CARTER YOUNGBLOOD:

THE CROSSINGS AT DEER CREEK PLAT 14 LOT 43
EASEMENT PLAT ANKENY, IOWA

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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See Exhibit "A",

hereinafter referred to as "Easement Area." That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

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1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

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3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 3rd day of January, 2022.

DEER CREEK ESTATES, L.L.C.

By: _____
R. Bradley Skinner, Manager

By: Donald C Timmins
Donald C. Timmins, Treasurer

STATE OF IOWA, COUNTY OF Polk **, ss:**

This instrument was acknowledged before me on this 3rd day of January, 2022, by R. Bradley Skinner, Manager of Deer Creek Estates, L.L.C.

SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

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My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

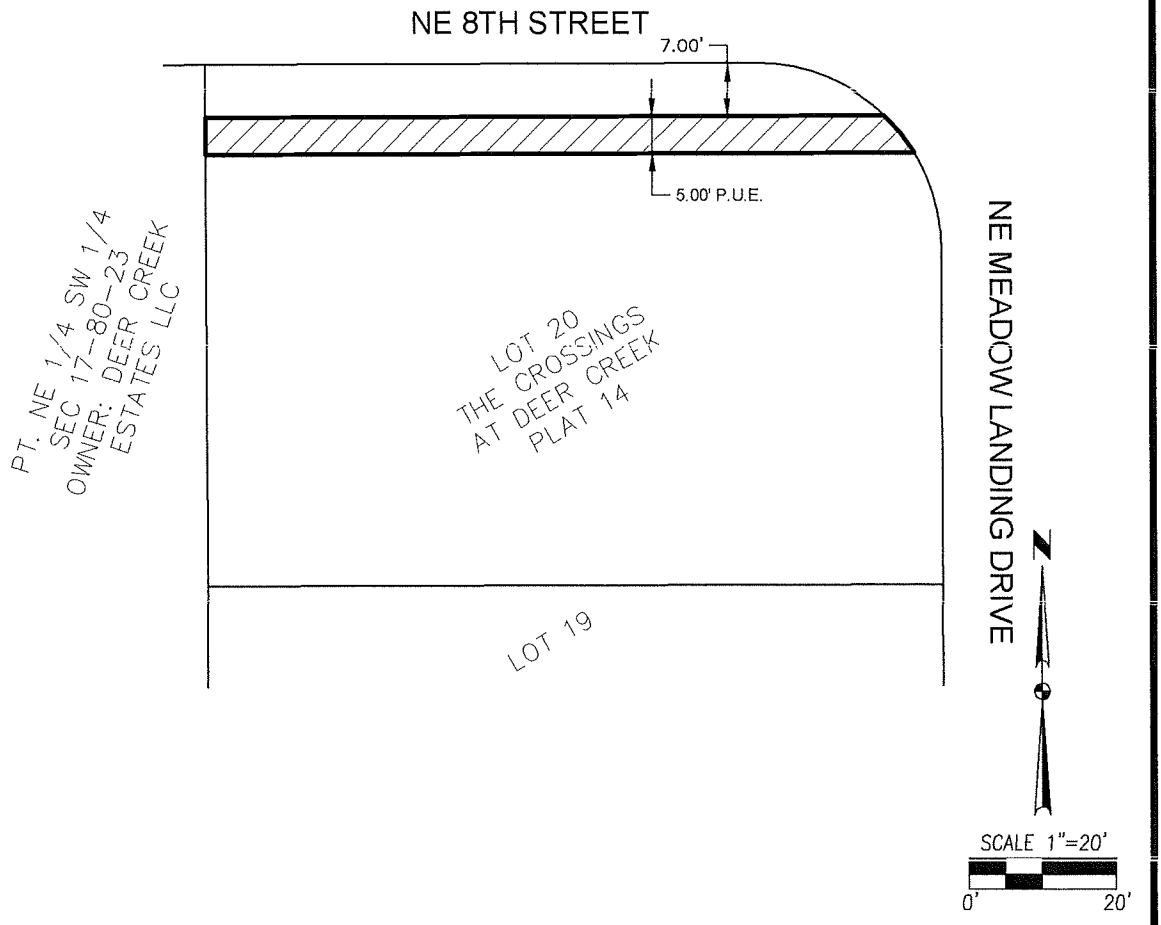
EXHIBIT 'A' - EASEMENT PLAT

OWNER

DEER CREEK ESTATES, LLC
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009

PUBLIC UTILITY EASEMENT DESCRIPTION

THE SOUTH 5.00 FEET OF THE NORTH 12.00 FEET OF LOT 20, THE CROSSINGS AT DEER CREEK PLAT 14, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



FILE: H:\2021\2106468\DWG\2106468-EASEMENT PLATS.DWG
FILE DATE: 11/23/21 DATE PLOTTED: 11/24/2021 9:15 AM
PLOTTED BY: CARTER YOUNGBLOOD:

THE CROSSINGS AT DEER CREEK PLAT 14 LOT 20
EASEMENT PLAT
ANKENY, IOWA

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC UTILITY EASEMENT

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 3rd day of January, 2022.

DEER CREEK ESTATES, L.L.C.

By: _____
R. Bradley Skinner, Manager

By: Donald Timmins
Donald C. Timmins, Treasurer

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SARA J ROOKER
Commission Number 184733
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Sara J Rooker
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PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

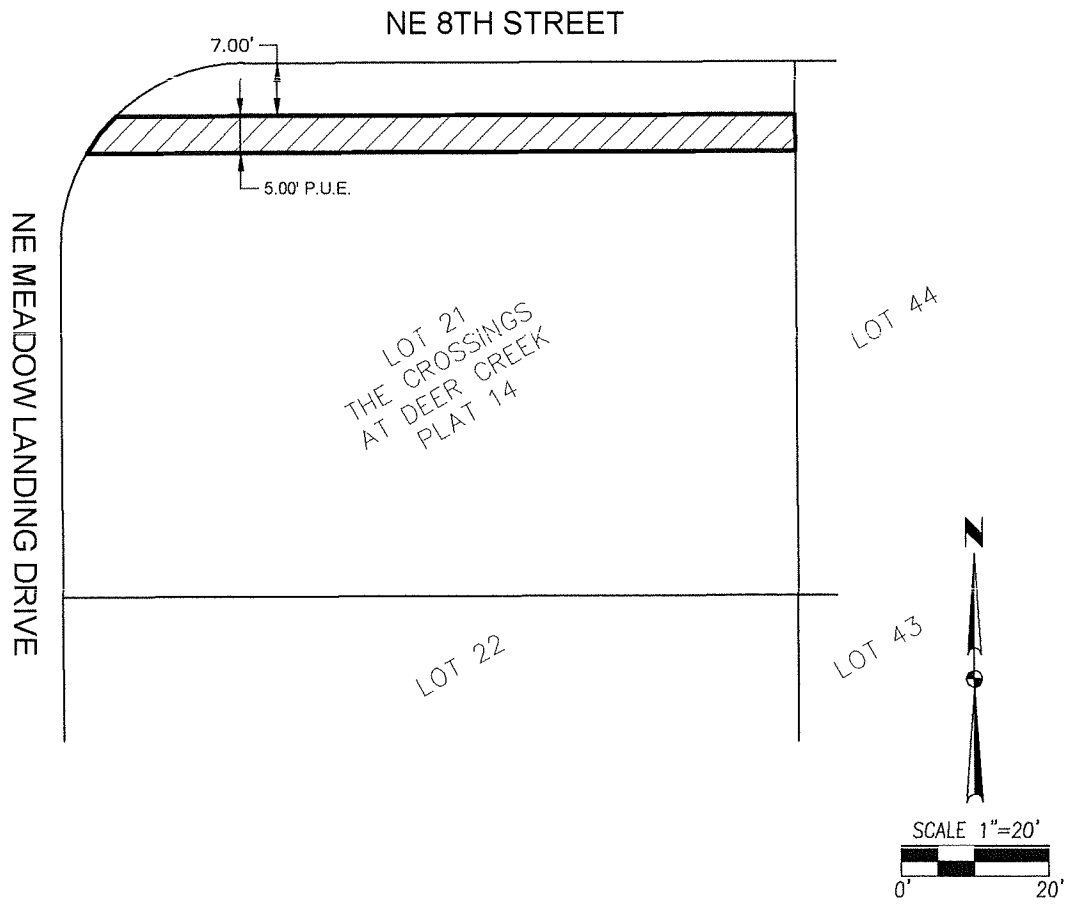
EXHIBIT 'A' - EASEMENT PLAT

OWNER

DEER CREEK ESTATES, LLC
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009

PUBLIC UTILITY EASEMENT DESCRIPTION

THE SOUTH 5.00 FEET OF THE NORTH 12.00 FEET OF LOT 21, THE CROSSINGS AT DEER CREEK PLAT 14, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



FILE: H:\2021\2106468\DWG\2106468-EASEMENT PLATS.DWG
FILE DATE: 11/23/21 DATE PLOTTED: 11/24/2021 9:15 AM
PLOTTED BY: CARTER YOUNGBLOOD:

THE CROSSINGS AT DEER CREEK PLAT 14 LOT 21
EASEMENT PLAT
ANKENY, IOWA

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

WHEN RECORDED RETURN TO:
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410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

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Signed this 3rd day of January, 202__.

DEER CREEK ESTATES, L.L.C.

By: _____
R. Bradley Skinner, Manager

By: Donald C Timmins
Donald C. Timmins, Treasurer

STATE OF IOWA, COUNTY OF Polk **, ss:**

This instrument was acknowledged before me on this 3rd day of January, 202 2, by R. Bradley Skinner, Manager of Deer Creek Estates, L.L.C.

SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

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My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

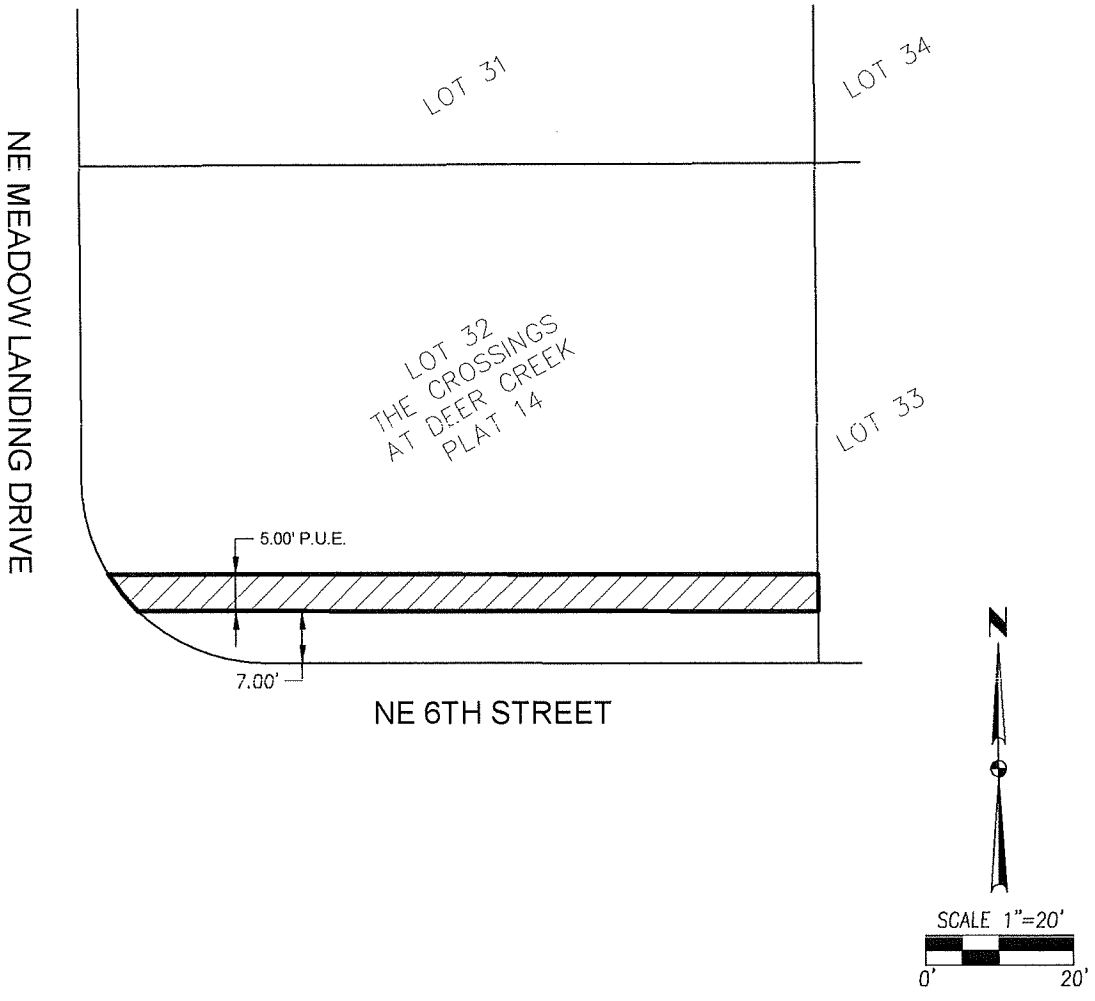
EXHIBIT 'A' - EASEMENT PLAT

OWNER

DEER CREEK ESTATES, LLC
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009

PUBLIC UTILITY EASEMENT DESCRIPTION

THE NORTH 5.00 FEET OF THE SOUTH 12.00 FEET OF LOT 32, THE CROSSINGS AT DEER CREEK PLAT 14, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



FILE: H:\2021\2106468\DWG\2106468-EASEMENT PLATS.DWG
FILE DATE: 11/23/21 DATE PLOTTED: 11/24/2021 9:16 AM
PLOTTED BY: CARTER YOUNGBLOOD:

THE CROSSINGS AT DEER CREEK PLAT 14 LOT 32
EASEMENT PLAT ANKENY, IOWA

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Deer Creek Estates, L.L.C., an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through and across the following described real estate:

See Exhibit "A",

hereinafter referred to as "Easement Area." That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible

for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 3rd day of January, 2022.

DEER CREEK ESTATES, L.L.C.

By: _____
R. Bradley Skinner, Manager

By: Donald C Timmins
Donald C. Timmins, Treasurer

STATE OF IOWA, COUNTY OF Polk **, ss:**

This instrument was acknowledged before me on this 3rd day of January, 2022, by R. Bradley Skinner, Manager of Deer Creek Estates, L.L.C.

SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Polk **, ss:**

This instrument was acknowledged before me on this 3rd day of January, 2022 by Donald C. Timmins, Treasurer of Deer Creek Estates, L.L.C.

SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

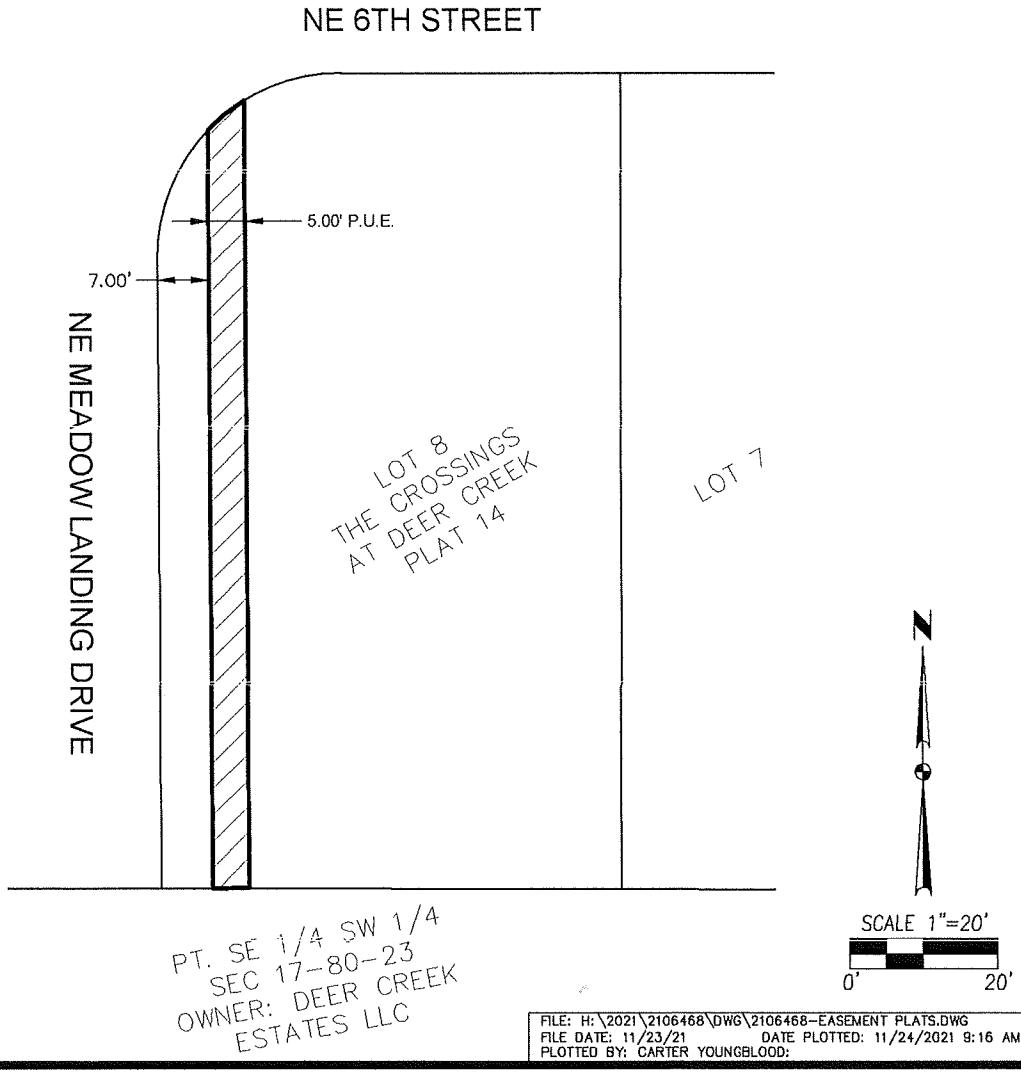
EXHIBIT 'A' - EASEMENT PLAT

OWNER

DEER CREEK ESTATES, LLC
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009

PUBLIC UTILITY EASEMENT DESCRIPTION

THE EAST 5.00 FEET OF THE WEST 12.00 FEET OF LOT 8, THE CROSSINGS AT DEER CREEK PLAT 14, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



FILE: H:\2021\2106468\DWG\2106468-EASEMENT PLATS.DWG
FILE DATE: 11/23/21 DATE PLOTTED: 11/24/2021 9:16 AM
PLOTTED BY: CARTER YOUNGBLOOD:

THE CROSSINGS AT DEER CREEK PLAT 14 LOT 8
EASEMENT PLAT ANKENY, IOWA

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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See Exhibit "A",

hereinafter referred to as "Easement Area." That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

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2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 3rd day of January, 2022.

DEER CREEK ESTATES, L.L.C.

By: _____
R. Bradley Skinner, Manager

By: Donald C Timmins
Donald C. Timmins, Treasurer

STATE OF IOWA, COUNTY OF Polk**, ss:**

This instrument was acknowledged before me on this 3rd day of January, 2022, by R. Bradley Skinner, Manager of Deer Creek Estates, L.L.C.

NOTARIAL SEAL IOWA
SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Polk**, ss:**

This instrument was acknowledged before me on this 3rd day of January, 2022, by Donald C. Timmins, Treasurer of Deer Creek Estates, L.L.C.

NOTARIAL SEAL IOWA
SARA J ROOKER
Commission Number 184733
My Commission Expires
May 15, 2023

Sara J Rooker
Notary Public in and for the State of Iowa

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

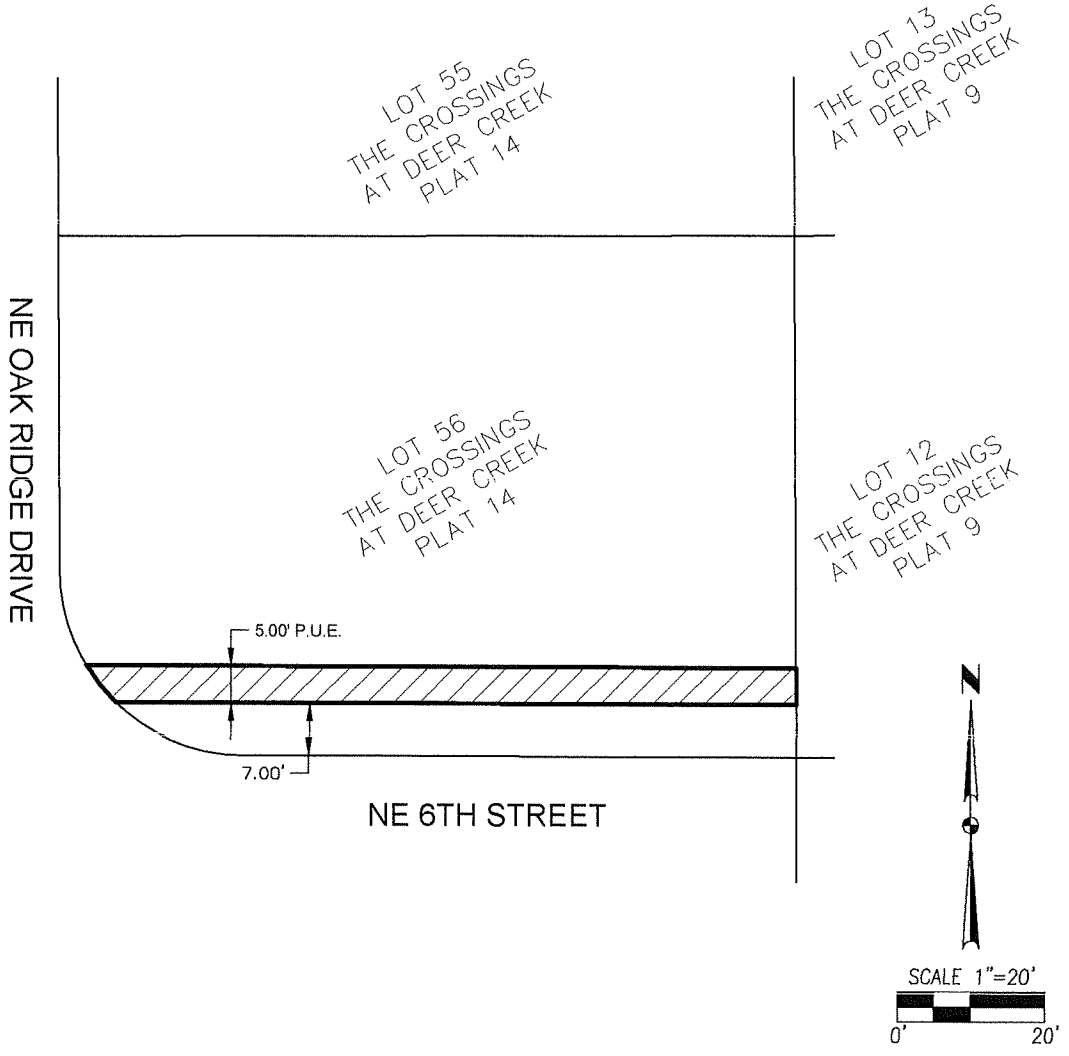
EXHIBIT 'A' - EASEMENT PLAT

OWNER

DEER CREEK ESTATES, LLC
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009

PUBLIC UTILITY EASEMENT DESCRIPTION

THE NORTH 5.00 FEET OF THE SOUTH 12.00 FEET OF LOT 56, THE CROSSINGS AT DEER CREEK PLAT 14, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



FILE: H:\2021\2106468\DWG\2106468-EASEMENT PLATS.DWG
FILE DATE: 11/23/21 DATE PLOTTED: 11/24/2021 9:16 AM
PLOTTED BY: CARTER YOUNGBLOOD;

THE CROSSINGS AT DEER CREEK PLAT 14 LOT 56
EASEMENT PLAT ANKENY, IOWA

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 a public utility easement, located on Lot 20, Ashland Ridge Plat 2 (date of hrg: 2/7/22 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

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.

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 of Hearing
Easement Vacation Plat
Applicant Letter

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A PORTION OF A PUBLIC UTILITY EASEMENT, LOCATED ON LOT 20, ASHLAND RIDGE PLAT 2

WHEREAS, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider vacating a portion of a public utility easement, located on Lot 20, Ashland Ridge Plat 2, and being legally described as follows:

SEE ATTACHED EASEMENT VACATION PLAT

WHEREAS, City staff has reviewed the request and determined that said easement vacation is appropriate; and

WHEREAS, Section 364.7, Code of Iowa, provides that easements may be vacated only after notice and hearing as 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 February, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a portion of a public utility easement, located on Lot 20, Ashland Ridge Plat 2; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 18th day of January, 2022.

CITY OF ANKENY, IOWA

_____
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 A PUBLIC UTILITY EASEMENT, LOCATED ON LOT 20, ASHLAND RIDGE PLAT 2

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF AN EASEMENT OR A PORTION OF AN EASEMENT WITHIN THE CITY OF ANKENY, IOWA.

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider a request to vacate a portion of a public utility easement, located on Lot 20, Ashland Ridge Plat 2, lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

NOTICE IS FURTHER GIVEN that the proposed Resolution further proposes that said Easement be vacated by the City and conveyed to Scott Von Hagen. Said conveyance will be by Quit Claim Deed, and without payment of consideration.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 7th day of February, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a portion of a public utility easement, located on Lot 20, Ashland Ridge Plat 2, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

DATED this 18th day of January, 2022.

CITY OF ANKENY, IOWA

_____

Denise L. Hoy, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2022.

VACATION PLAT

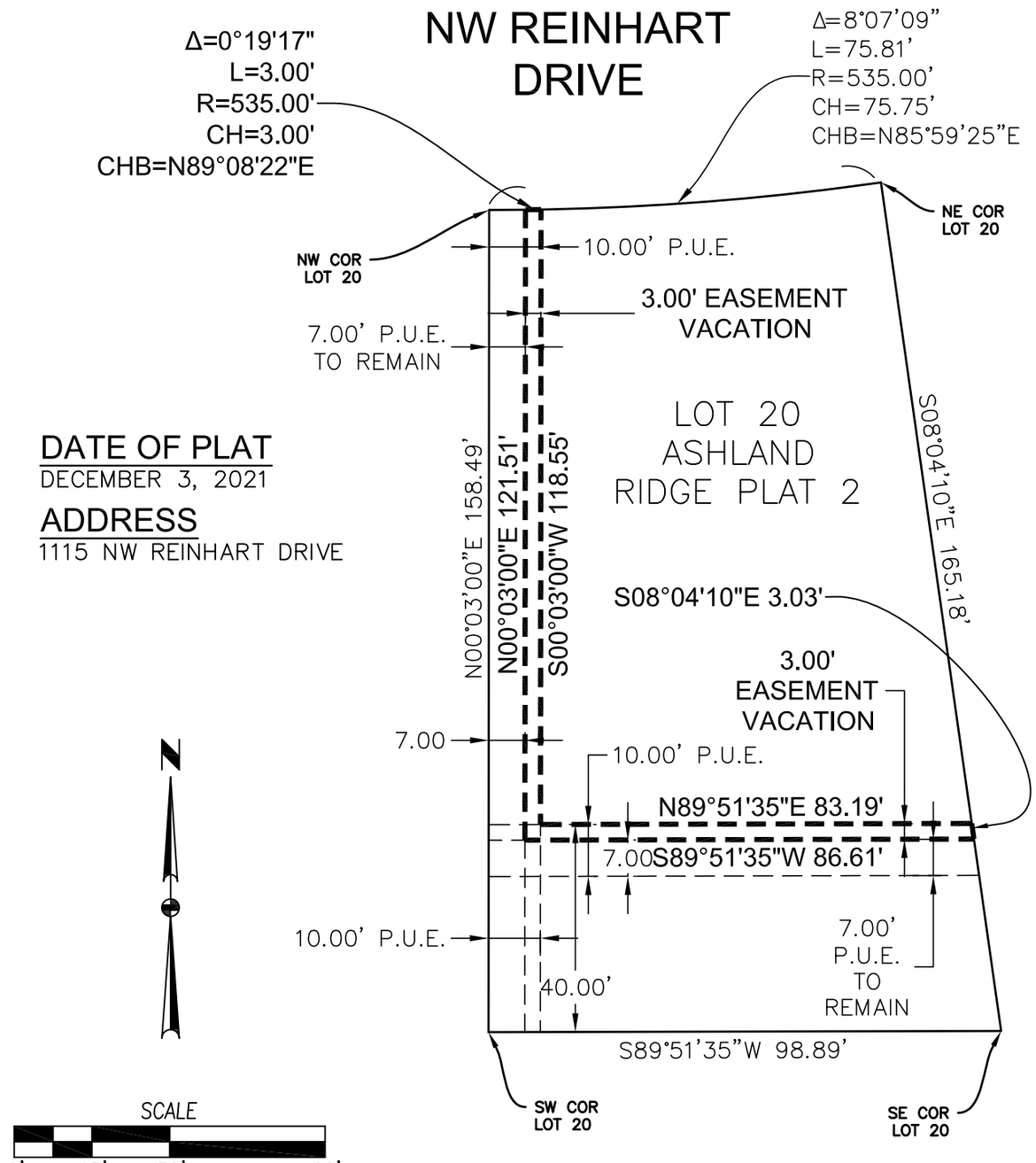
EASEMENT VACATION DESCRIPTION

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

To whom it may concern,

I am requesting to have my existing Public Utility Easement (PUE) partially vacated from 10ft down to 7ft on both the South and West sides of my property. I have included letters of approvals for all existing utility companies (Mediacom, Century Link, Metro Net, and Mid American Energy) with my applications. Included is also a legal description of the vacated easement along with drawing of adjustment to PUE.

Public Utility Easement Vacation Description for Lot 20, Ashland Ridge Plat2:

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.

Thanks,

Scott Von Hagen

1115 NW Reinhart Dr.

Ankeny, IA 50023

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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:

SUBJECT:

Consider motion to receive and file correspondence from Nilles Associates, Inc. on behalf of DRA Properties, LC dated December 22, 2021, requesting to vacate a portion of public land, Lot 2, The District at Prairie Trail Plat 8; and refer to the Plan & Zoning Commission for its study and recommendation.

EXECUTIVE SUMMARY:

The City has received a request to vacate a portion of 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.

FISCAL IMPACT: **??Yes**

Convert nontaxable public land into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Approve MOTION to refer to the Plan & Zoning Commission for its study and recommendation.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Applicant Letter
Map
Vacation Exhibit

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

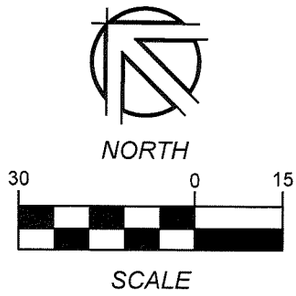
1 inch = 100 feet

Date: 1/4/2022

District at Prairie Trail Plat 8
Public Land Vacation

Ankeny
bringing it all together.

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

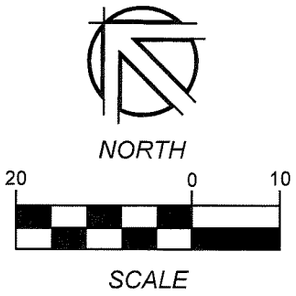
Pages or sheets covered by this seal: Sheets 1 and 2 of 2 sheets only

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

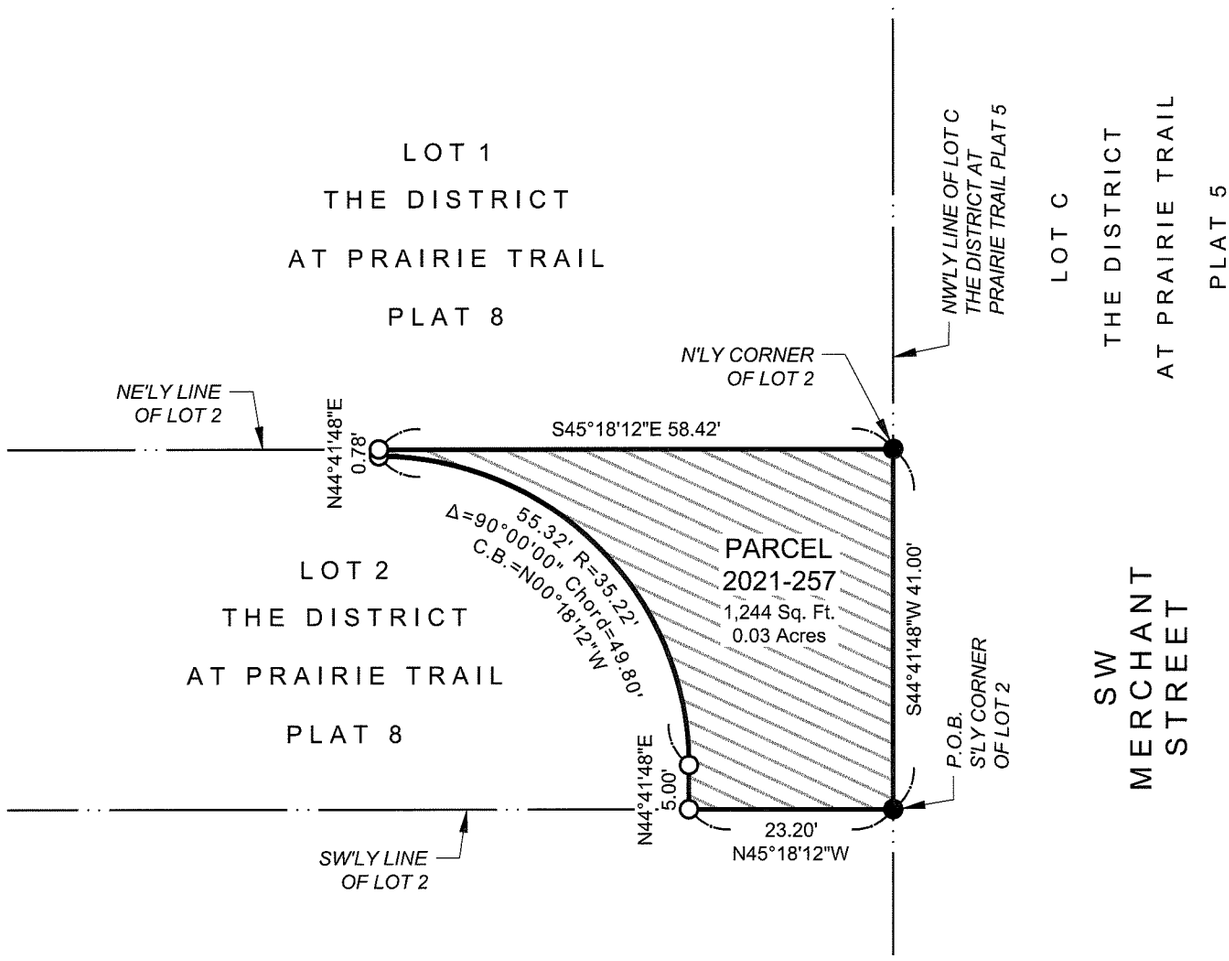
Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa.

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

January 18, 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 a motion to adopt **RESOLUTION** accepting final plat, platted easements and subdivision bond for seeding and erosion control for Vintage Business Park at Prairie Trail Plat 9.

EXECUTIVE SUMMARY:

DRA Properties has proposed Vintage Business Park at Prairie Trail Plat 9. The plat area is located north of SW Vintage Parkway and west of the intersection with SW Magazine Road. It is a 9.01-acre re-plat of Outlot X, Vintage Business Park at Prairie Trail Plat 7. The area is zoned Prairie Trail Planned Unit Development. The project generally complies with the Vintage Business Park at Prairie Trail Neighborhood Plan approved September 20, 2021. The purpose of this plat is to create two buildable lots and one outlot for future parking. Public water main and public sanitary sewer extensions are shown in the public improvements plan for this plat. A traffic study is underway and there is a note on the plat stating, "The Developer shall be responsible for any recommendations from the City approved traffic study. The City shall not issue a CO for Lot 1 until the recommended improvements, if any, are complete."

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Community Development Director administratively approved the plat on December 22, 2021.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Final Plat
Staff Report
Map
Applicant Letter

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

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, PLATTED EASEMENTS AND SUBDIVISION BOND FOR SEEDING AND EROSION CONTROL FOR VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 9

WHEREAS, the Director of Community Development of the City of Ankeny, Iowa, administratively approved the final plat for Vintage Business Park at Prairie Trail Plat 9 on the 22nd day of December 2021,

WHEREAS, the attorney's title opinion has been submitted and approved by the City Engineer of the City of Ankeny, Iowa.

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

1. That the final plat for Vintage Business Park at Prairie Trail Plat 9 is hereby approved;
2. That the Public Utility Easement, Public Water Main Easement, Public Sanitary Sewer Easement, and Public Ingress/Egress Easement are hereby accepted;
3. That the subdivision bond for seeding and erosion control is hereby accepted.

PASSED AND APPROVED this 18th day of January 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 9

FINAL PLAT

INDEX LEGEND

COUNTY: POLK COUNTY, IOWA	**CITY:** ANKENY
LOCATION: OUTLOT X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7	
REQUESTED BY & PROPRIETOR:	DRA PROPERTIES, LC c/o TARA MEREDITH 1515 NE 36TH STREET ANKENY, IOWA 50021 PHONE: (515) 965-5251
SURVEYOR:	ADAM D. SCHOEPPNER, PLS #26306
SURVEY COMPANY:	NILLES ASSOCIATES, INC.
RETURN TO:	ADAM D. SCHOEPPNER, PLS NILLES ASSOCIATES, INC. 1250 SW STATE STREET, SUITE A ANKENY, IOWA 50023 PH: (515) 965-0123

CERTIFICATION

LICENSED PROFESSIONAL LAND SURVEYOR — ADAM D. SCHOEPPNER 26306 — 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.

Signature: Adam D Schoeppner 12/16/2021

Name: Adam D. Schoeppner, P.L.S. No. 26306 Date

My license renewal date is December 31, 2023 Date of survey: 09/10/21

Pages or sheets covered by this seal: This sheet only

I hereby grant administrative approval of the final plat for Vintage Business Park at Prairie Trail Plat 9 as set forth in the Prairie Trail Planned Unit Development Vintage Business Park at Prairie Trail Neighborhood Plan.

CITY OF ANKENY, IA

Chris Jensen, Director
Community Development Department

ATTEST:

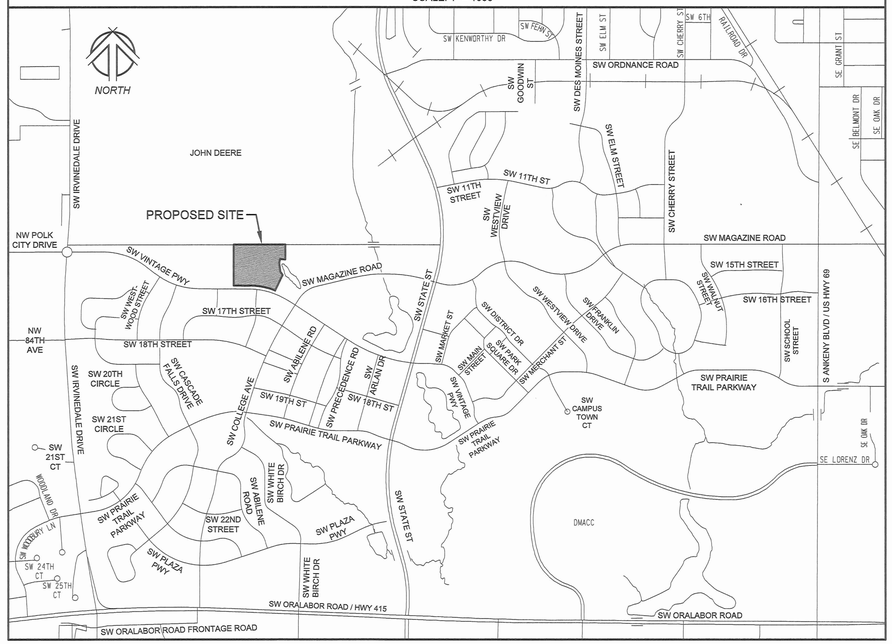
Brenda Fuglsang 12-22-2021
Brenda Fuglsang Date
Administrative Assistant

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	367.88'	948.00'	22°14'03"	365.57'	N79°35'49"W
C2	133.20'	948.00'	8°03'01"	133.09'	N72°30'18"W
C3	234.68'	948.00'	14°11'02"	234.08'	N83°37'20"W
C4	82.56'	948.00'	4°59'23"	82.53'	N88°13'09"W
C5	46.09'	948.00'	2°47'09"	46.09'	N83°40'18"W
C6	95.12'	948.00'	5°44'55"	95.08'	N79°24'16"W
C7	42.04'	25.00'	96°20'43"	37.26'	S41°52'31"E

VICINITY MAP

SCALE: 1" = 1000'



VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 9

LEGAL DESCRIPTION

That part of Outlot X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, an official plat, located in the City of Ankeny, Polk County, Iowa, and being more particularly described as follows:

Beginning at the northwest corner of Lot A, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 1, an official plat, located in the City of Ankeny, Polk County, Iowa; thence northwesterly 367.88 feet along a curve to the left, along the south line of said Outlot X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, having a radius of 948.00 feet, a delta angle of 22 degrees 14 minutes 03 seconds and a chord distance of 365.57 feet which bears North 79 degrees 35 minutes 49 seconds West; thence North 89 degrees 38 minutes 12 seconds West, not tangent to the last described curve, continuing along said south line of Outlot X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, a distance of 220.37 feet; thence North 00 degrees 02 minutes 52 seconds West, a distance of 567.49 feet, to the north line of said Outlot X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7; thence North 89 degrees 57 minutes 08 seconds East, along said north line of Outlot X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, a distance of 244.85 feet; thence North 89 degrees 57 minutes 40 seconds East, continuing along said north line of Outlot X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, a distance of 477.72 feet; thence South 00 degrees 02 minutes 20 seconds East, a distance of 206.42 feet; thence North 85 degrees 12 minutes 30 seconds West, a distance of 74.63 feet; thence South 12 degrees 20 minutes 20 seconds West, a distance of 56.04 feet; thence South 07 degrees 05 minutes 39 seconds East, a distance of 123.12 feet; thence South 34 degrees 37 minutes 26 seconds East, a distance of 57.13 feet; thence South 26 degrees 07 minutes 22 seconds West, a distance of 235.36 feet, to said south line of Outlot X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, and the Point of Beginning.

Containing 9.01 acres more or less.

Said parcel is subject to all easements and restrictions.

SURVEY NOTES

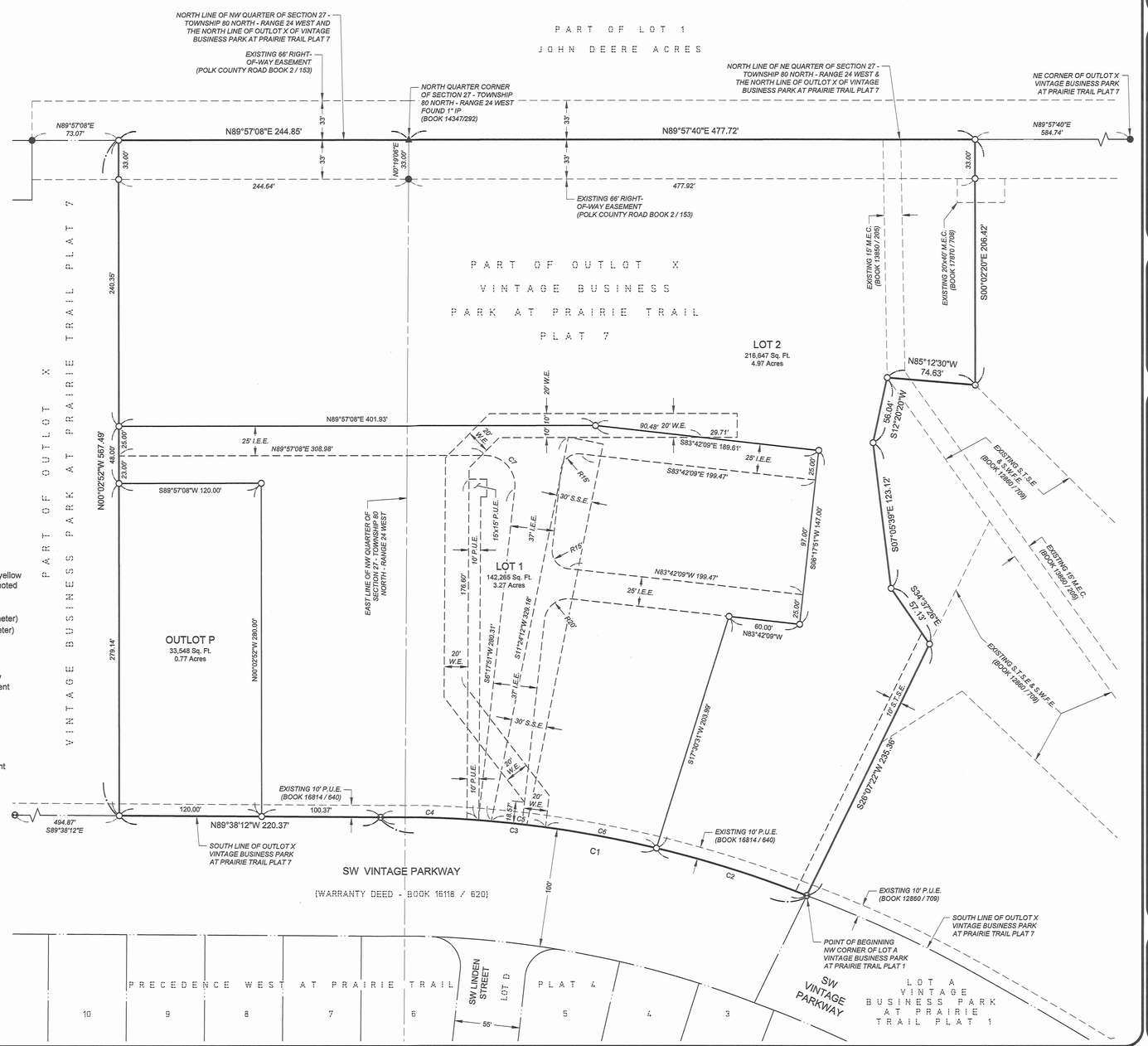
1. Land area : 9.01 acres
2. Addresses:
   Lot 1 - 2250 SW Vintage Parkway
   Lot 2 - 2222 SW Vintage Parkway
3. Vintage Business Park at Prairie Trail Plat 9 is part of the Vintage Business Park at Prairie Trail Neighborhood Plan approved by the City of Ankeny.
4. Zoning : Prairie Trail Mixed Use Neighborhood Planned Unit Development (Refer to Planned Urban Development guidelines for additional setback restrictions); Restrictions (I.E., building setbacks, height and bulk regulations, etc.) shown hereon are based on information provided and are subject to interpretation.
5. The north line of Northeast Quarter of Section 27, Township 80 North, Range 24 West of the 5th Principal Meridian, Polk County, Iowa, is assumed to bear North 89 degrees 57 minutes 40 seconds East.
6. The Developer shall be responsible for any recommendations from the City approved traffic study. The City shall not issue a CO for Lot 1 until the recommended improvements, if any, are complete.

LEGEND

▲	Found section corner monument as noted
●	Found monument 5/8" IR with red cap #18530
⊖	Found monument 1/2" IR with yellow cap #18643 unless otherwise noted
○	Set monument 5/8" IR with blue cap #26306
IR	Round iron rebar (outside diameter)
IP	Round iron pipe (outside diameter)
MPE	Minimum Protection Elevation
A.E.	Access Easement
E.E.	Electric Easement
M.E.C.	MidAmerican Energy Company Underground Electric Easement
P.U.E.	Public Utility Easement
S.S.E.	Sanitary Sewer Easement
S.T.S.E.	Storm Sewer Easement
W.E.	Water main Easement
D.E.	Drainage Easement
S.W.M.F.C.	Storm Water Management Facility Maintenance Covenant And Permanent Easement
S.W.E.	Sidewalk Easement
S.W.F.E.	Surface Water Flowage Easement
I.E.E.	Ingress / Egress Easement
(R)	Record dimension
R.O.W.	Right - of- way
R20'	Radial dimension
———	Subject boundary line
———	Proposed boundary line
- - - - -	Proposed easement line
———	Existing boundary line
- - - - -	Existing easement line
———	Section line

BENCHMARK

1. Top of rim of the sanitary sewer manhole located in the curb island, west of the intersection of SW Magazine Road and SW State Street. Elevation = 962.10 feet (NAVD88)



1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILLES ASSOCIATES

REVISIONS:
1.) 10/25/21 CITY TECH REVIEW COMMENTS
2.) 10/25/21 CITY TECH REVIEW COMMENTS
3.) 11/05/21 CITY TECH REVIEW COMMENTS
4.) 12/16/21 SURVEY NOTE EXTENSION
5.)
6.)
7.)

NOTICE: NILLES ASSOCIATES, INC. WAIVES ANY AND ALL LIABILITY TO ANY AND ALL PARTIES FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS AS WRITTEN UNLESS THE ENGINEERING INTENT THEY CONVEY, OR THE ADDITIONAL PRECAUTIONS NECESSARY TO OBTAIN AND/OR FOLLOW THE ENGINEERS INTENT, ARE CLEARLY NOTED HEREON. ANY OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 9
ANKENY, IOWA

DESCRIPTION: FINAL PLAT

RECEIVED
DEC 16 2021
CITY OF ANKENY

NAI NO.:	21228
DATE:	09/17/21
DRAWN BY:	TJH
CHECKED BY:	ADS
SCALE:	AS NOTED
SHEET TITLE:	FP-1
SHEET NO.:	1/1

V:\NAI 2017\Projects 2017\21228\dwg\21228-FP9.dwg

City Council
Staff Report

Meeting Date: January 18, 2022

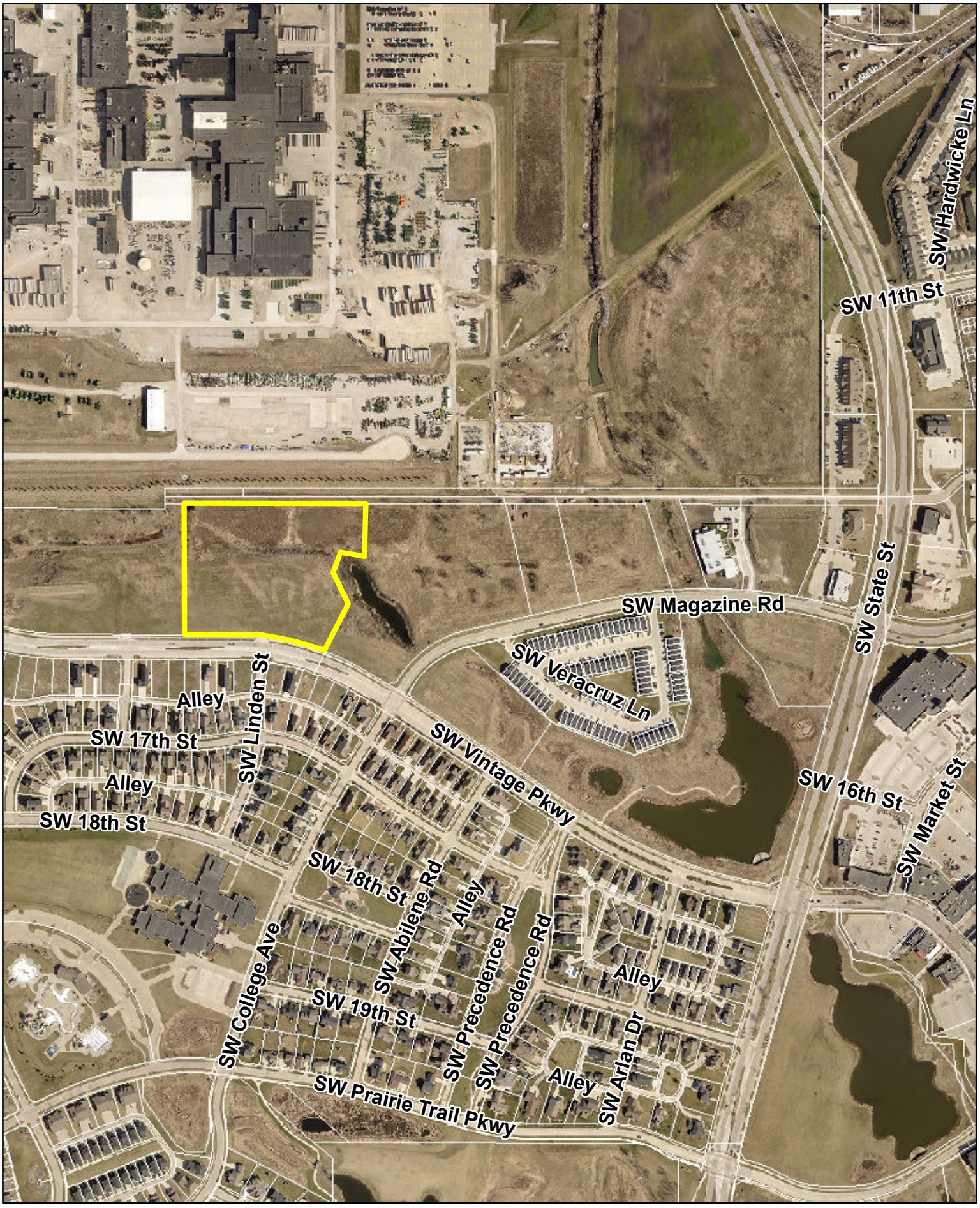
Agenda Item: Vintage Business Park at Prairie Trail Plat 9
Report Date: January 11, 2022
Prepared by: Deb Gervais, AICP
Senior Planner

Staff Recommendation

That the final plat for Vintage Business Park at Prairie Trail Plat 9 be approved.

Project Report

DRA Properties has proposed Vintage Business Park at Prairie Trail Plat 9. The plat area is located north of SW Vintage Parkway and west of the intersection with SW Magazine Road. It is a 9.01-acre re-plat of Outlot X, Vintage Business Park at Prairie Trail Plat 7. The area is zoned Prairie Trail Planned Unit Development. The project generally complies with the Vintage Business Park at Prairie Trail Neighborhood Plan approved September 20, 2021. The purpose of this plat is to create two buildable lots and one outlot for future parking. Public water main and public sanitary sewer extensions are shown in the public improvements plan for this plat. A traffic study is underway and there is a note on the plat stating, "The Developer shall be responsible for any recommendations from the City approved traffic study. The City shall not issue a CO for Lot 1 until the recommended improvements, if any, are complete."



N

1 inch = 500 feet

Date: 11/8/2021

Vintage Business Park at Prairie Trail Plat 9

Ankeny
bringing it all together.

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

December 21, 2021

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

RE: Vintage Business Park at Prairie Trail Plat 9
Approval Letter

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

On behalf of the property owner DRA Properties, we are submitting the final plat for Vintage Business Park at Prairie Trail Plat 9, which covers 9.01 acres and is a re-plat of part of Outlot X, Vintage Business Park at Prairie Trail Plat 7.

We are working with the developer to prepare a site plan for phase 1 of The Fieldhouse at Prairie Trail. This is a proposed multi-sport indoor youth sport facility within Vintage Business Park. The site is 3.27 acres and is located north of SW Vintage Parkway across from the intersection at SW Linden Street.

The goal for this overall design is to strategically plan for uses outlined in the Prairie Trail PUD that honor the Prairie Trail master plan and responsibly integrate with the bordering roadways and existing uses.

The final plat has been prepared in accordance with the City of Ankeny's standards and Municipal Code. We respectfully request the City's review and approval of this final plat 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,

Adam Schoeppner

Adam Schoeppner, PLS
NILLES ASSOCIATES, INC.

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

??

Print

?? ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL: ??
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer for Vintage Business Park at Prairie Trail Plat 9.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN AND SANITARY SEWER FOR VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 9

WHEREAS, the plans and specifications for the construction of water main and sanitary sewer in Vintage Business Park at Prairie Trail Plat 9 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Director of Community Development of the City of Ankeny, Iowa and the City Council have granted approval of the final plat for Vintage Business Park at Prairie Trail Plat 9.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 18th day of January 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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** accepting a Public Ingress / Egress Easement associated with the development of Lot 1, Vintage Business Park at Prairie Trail Plat 2.

EXECUTIVE SUMMARY:

A Public Ingress / Egress Easement is needed for the development of Lot 1, Vintage Business Park at Prairie Trail Plat 2.

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
Easement Exhibit

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

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC INGRESS / EGRESS EASEMENT ASSOCIATED WITH THE DEVELOPMENT OF LOT 1, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 2

WHEREAS, a Public Ingress / Egress Easement is needed for the development of Lot 1, Vintage Business Park at Prairie Trail Plat 2 and is legally described as follows:

SEE ATTACHED EASEMENT EXHIBIT

WHEREAS, easement document and drawing has been submitted and approved by the Municipal Utilities Director of the City of Ankeny, Iowa.

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

1. That the Public Ingress / Egress Easement is hereby accepted.

PASSED AND APPROVED this 18th day of January 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

RECEIVED
JAN 07 2022

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner Nilles Associates, Inc. 1250 SW State Street, Ste A Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC INGRESS/EGRESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **The Collier, LLC**, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Ingress/Egress

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area,

the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 23 day of December, 2021.

Grantor:

By: _____

Name: Nicholas Jensen

Title: MEMBER

Company: The Collier, LLC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 23rd day of December, 2021, before me, the undersigned, a Notary Public in and for said County and State personally appeared Nicholas Jensen, to me personally known, who being by me duly sworn, did say that he is the member, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the The Collier, LLC, by it and by his voluntarily executed.

_____

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA

ROGER JAY SILVER
Commission Number 772933
My Commission Expires
May 10, 2024

EXHIBIT A

LEGEND

SUBJECT EASEMENT AREA

EXISTING BOUNDARY LINE

P.O.B. POINT OF BEGINNING

NORTH

40 0 20

SCALE

PREPARED FOR

CITY OF ANKENY
220 WEST 1ST STREET
ANKENY, IOWA 50023

PROPRIETOR

THE COLLIER, LLC
1680 SW ANKENY ROAD, SUITE 1B
ANKENY, IOWA 50023

SUBJECT PROPERTY LEGAL DESCRIPTION

LOT 1, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 2, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

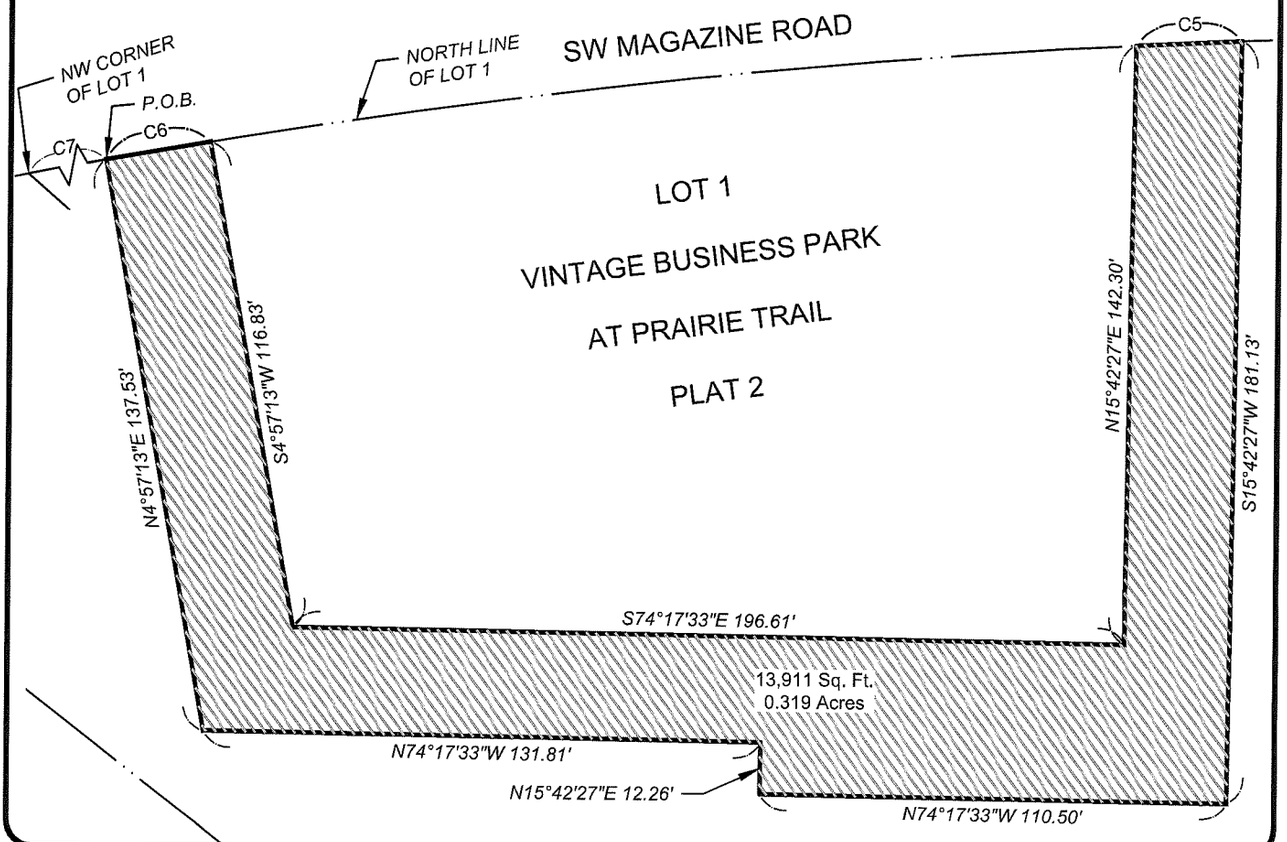
DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF LOT 1, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 2, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY 143.50 FEET ALONG A CURVE TO THE RIGHT AND ALONG THE NORTH LINE OF SAID LOT 1, HAVING A RADIUS OF 1967.00 FEET, A DELTA ANGLE OF 4°10'48" AND A CHORD DISTANCE OF 143.47 FEET WHICH BEARS SOUTH 87°30'01" EAST, TO THE POINT OF BEGINNING; THENCE 25.00 FEET ALONG A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTH LINE OF LOT 1, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 1967.00 FEET, A DELTA ANGLE OF 00° 43' 42" AND A CHORD DISTANCE OF 25.00 FEET WHICH BEARS SOUTH 85° 02' 47" EAST; THENCE SOUTH 04° 57' 13" WEST, A DISTANCE OF 116.83 FEET; THENCE SOUTH 74° 17' 33" EAST, A DISTANCE OF 196.61 FEET; THENCE NORTH 15° 42' 27" EAST, A DISTANCE OF 142.30 FEET, TO THE NORTH LINE OF SAID LOT 1; THENCE 25.05 FEET ALONG A CURVE TO THE RIGHT AND ALONG SAID NORTH LINE OF LOT 1, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1967.00 FEET, A DELTA ANGLE OF 00° 43' 47" AND A CHORD DISTANCE OF 25.05 FEET WHICH BEARS SOUTH 77° 54' 07" EAST; THENCE SOUTH 15° 42' 27" WEST, A DISTANCE OF 181.13 FEET; THENCE NORTH 74° 17' 33" WEST, A DISTANCE OF 110.50 FEET; THENCE NORTH 15° 42' 27" EAST, A DISTANCE OF 12.26 FEET; THENCE NORTH 74° 17' 33" WEST, A DISTANCE OF 131.81 FEET; THENCE NORTH 04° 57' 13" EAST, A DISTANCE OF 137.53 FEET, TO SAID NORTH LINE OF LOT 1 AND SAID POINT OF BEGINNING. CONTAINING 13,911 SQUARE FEET (0.319 ACRES) MORE OR LESS.

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C5	25.05'	1967.00'	0°43'47"	25.05'	S77°54'07"E
C6	25.00'	1967.00'	0°43'42"	25.00'	S85°02'47"E
C7	143.50'	1967.00'	4°10'48"	143.47'	S87°30'01"E



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

PROJECT: PUBLIC INGRESS / EGRESS EASEMENT		NAI No.: 21174	DRAWN BY: ADS	DWG No.: ----/1
LOCATION: ANKENY, IOWA		DATE: 12/17/2021	CHECKED BY: TJH	SHEET TITLE: EX-1

V:\NAI 2017\Projects 2017\21174\dwg\21174-EX.dwg

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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

EXECUTIVE SUMMARY:

The Mayor is asking council to approve the recommendations he is making for appointments to expiring Boards and Commissions, as attached.

At the request of Chief Clack and Chief Potts, he is recommending an amendment to resolution 2022-461 replacing Makai Echer as the 2nd Representative to the Polk County 911 Commission with Robert Chiappano.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion approving Mayors appointments to expiring Board and Commission Members as presented.

Action: Consider motion to amend RESOLUTION 2021-461 by replacing Makai Echer as the 2nd Representative to the Polk County Joint 911 Commission with Robert Chiappano.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Appointments- 2022
Amended Resolution

SEAT NO.	Current Appointment	Expires	Re-Appt Application	Appointment 1/18/2022	New Expire
	Board of Adjustments -5				
1	Nichole Sungren	1/31/2022	Yes	Nichole Sungren	12/31/2026
	Economic Development -3				
1	Open	6/30/2020		*	6/30/2023
2	Open	6/30/2020		*	6/30/2023
3	Open	6/30/2020		*	6/30/2023
4	Open	6/30/2021		#	6/30/2024
5	Phyllis Tinker	6/30/2021	Yes	Phyllis Tinker	6/30/2024
6	Andrew Moffit	6/30/2021	Yes	Andrew Moffit	6/30/2024
7	Dustin Leo	6/30/2022	Yes	Dustin Leo	6/30/2025
8	Corey Morrison	6/30/2022	Yes	Corey Morrison	6/30/2025
9	Ben Digmann	6/30/2022	Yes	Ben Dingman	6/30/2025
10	Open - Remove by Ordinance				
11	Open - Remove by Ordinance				
	Examiners and Appeals -3				
2	Patti Hood	1/31/2022	No	#	12/31/2024
3	Scott Stephan	1/31/2022	Yes	Scott Stephan	12/31/2024
	Human Rights Commission -3				
4	Mindi Hguyen	12/31/2021	Yes	Mindi Hguyen	12/31/2024
5	Lindsay Norland	12/31/2021	Yes	Lindsay Norland	12/31/2024
6	Tim Olson	12/31/2021	Yes	Tim Olson	12/31/2024
7	Jeanette Thomas	12/31/2021	No	Aubrey Martinez	12/31/2024
2	Stephanie Gott	12/31/2022	Resigned	Larua Parkinson	12/31/2025
	Park Board -4				
1	Amber Smith	1/31/2022	Yes	Amber Smith	1/31/2025
2	Nichoel Church	1/31/2022	Yes	Nichoel Church	1/31/2025
	Planning and Zoning -4				
1	Trina Flack	1/31/2022	Yes	Trina Flack	12/31/2025
2	Todd Ripper	1/31/2022	Yes	Todd Ripper	12/31/2025
3	Glenn Hunter	1/31/2022	Yes	Glenn Hunter	12/31/2025
4	Open	12/31/2023		*	12/31/2023

* - Seeking applicants

- Interview Scheduled

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			
PCAA	Jeff Wangness	Todd Ashby		

DATED this 20th day of December, 2021, **AND AMENDED** this 18th day of January, 2022

_____
Mark E Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 - 2nd Reading

LEGAL:

SUBJECT:

Ord 2074: An Ordinance amending the Zoning Regulations, Chapter 195, Signs, of the Municipal Code of the City of Ankeny, Iowa, Clarifying and Modifying Requirements for Flags, Political Signs and Non-Commercial Signs.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve 3rd Reading of Ordinance 2074 amending the Sign Code regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2074, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ord 2074

ORDINANCE 2074

AN ORDINANCE AMENDING CHAPTER 195, ZONING ORDINANCE SIGNS OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, CLARIFYING AND MODIFYING REQUIREMENTS FOR FLAGS, POLITICAL SIGNS AND NON-COMMERCIAL SIGNS

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

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Ankeny, Iowa, is amended by adding a new Section 195.02.52, which is hereby adopted to read as follows:

> **195.02.52**. "Flag" means any sign printed or painted on cloth, plastic, canvas, or other like material with words, colors, patterns, or symbols that is attached or appended to a pole, staff, line or framing.

SECTION 2. NEW SECTION. The Code of Ordinances of the City of Ankeny, Iowa, is amended by adding a new Section 195.03.19, which is hereby adopted to read as follows:

> **195.03.19**. Flags. In any residential district, up to four flags per lot, up to 15 square feet each are allowed. All flags shall be setback a minimum of five feet from all property lines and shall be no taller than eight feet. Flags may exceed eight feet in height if located on a bona fide flag pole and in that instance the height shall not exceed 35 feet.

SECTION 3. SECTION MODIFIED. Chapter 195, 195.03.9 Political Signs, and 195.03.10 Non-Commercial Signs, of the Municipal Code of the City of Ankeny, Iowa, is hereby repealed and there is adopted in lieu thereof the following Section 195.03.9 Political Signs, and 195.03.10 Non-Commercial Signs;

> **195.03.9.** Political Signs.
>
> a. Temporary political campaign signs may be placed no more than 12 months prior to and shall be removed within ten days after the election for which they are applicable.
> b. In all cases where campaign signs are not removed within the time limit allowed or after notice to be removed by the City, the City may cause the signs to be removed and the cost of removal shall be charged to the person named on the sign.
>
> **195.03.10**. Non-Commercial Signs. In any residential district, no more than three non-commercial signs per lot, up to 6 square feet each are allowed.

SECTION 4. 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 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this **18th** day of **January,** 2022.

_____
Gary Lorenz, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

PUBLISHED IN THE DES MOINES REGISTER ON THE 24TH DAY OF JANUARY, 2022

1st Con 12/20/21
2nd Con 1/03/22
3rd Con 1/18/22

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2092: An Ordinance amending Chapter 66, Load and Weight Restrictions, of the Municipal Code of the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

The proposed ordinance would amend Section 66.03, Load Limits Upon Certain Streets, to allow for the revision to the weight restriction on NE 18th Street from County NE 29th Street to County NE 38th Street.

Ordinance 1775 was passed by the City Council on July 1, 2013, to establish a 5-ton load limit on NE 18th Street (County NE 102nd Avenue), between County NE 29th Street (NE Four Mile Drive) and County NE 38th Street, because NE 18th Street was a gravel roadway and due to the high volume of construction traffic from the Deer Creek subdivision home construction. The load limit was intended to stay in effect until the street was paved and the home construction was generally completed.

NE 18th Street, from 700 feet east of County NE 29th Street to County NE 38th Street, was paved with asphalt in 2021 and home construction north of Deer Creek is generally complete. As such, the weight restriction on NE 18th Street, between County NE 29th Street and County NE 38th Street, can now be removed. NE 18th Street (County NE 102nd Avenue) in this area is a joint-jurisdictional roadway with Polk County. Therefore, removing the weight restriction was reviewed with Polk County Public Works, and they have concurred.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2092

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2092, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance 2092

Preparer Information: Mark Mueller City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3522

ORDINANCE 2092

AN ORDINANCE AMENDING CHAPTER 66, LOAD AND WEIGHT RESTRICTIONS, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY AMENDING SECTION 66.03, LOAD LIMITS UPON CERTAIN STREETS, TO ALLOW FOR THE REVISION TO THE WEIGHT RESTRICTION ON THE FOLLOWING STREET:

1. **NE 18TH STREET FROM COUNTY NE 29TH STREET TO COUNTY NE 38TH STREET.**

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it in the best interest of the City to amend Chapter 66, Load and Weight Restrictions; and

WHEREAS, the City Council of the City of Ankeny, Iowa, passed Ordinance 1775 on July 1, 2013, to establish a 5-ton load limit on NE 18th Street (County NE 102nd Avenue), between County NE 29th Street (NE Four Mile Drive) and County NE 38th Street, because NE 18th Street was a gravel roadway and due to the high volume of construction traffic from the Deer Creek home construction; and

WHEREAS, NE 18th Street, from 700 feet east of County NE 29th Street to County NE 38th Street, was paved with asphalt in 2021 and home construction north of Deer Creek is now generally complete.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Ankeny, Iowa that:

Section 1. Section 66.03, LOAD LIMITS UPON CERTAIN STREETS, of the Municipal Code of the City of Ankeny, Iowa, should be and is hereby amended as follows:

66.03 LOAD LIMITS UPON CERTAIN STREETS.
When signs are erected giving notice thereof, no person shall operate any vehicle with a gross weight in excess of the amounts specified on such signs at any time upon any of the following streets or parts of streets:

(Code of Iowa, Sec. 321.473 & 475)

1. Exceptions. Notwithstanding the provisions of this section, vehicles in excess of 5 tons are prohibited on the following streets:

NONE

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

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

PASSED at Ankeny, Iowa, this **18th** day of **January**, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE 24TH DAY OF JANUARY, 2022

1st Con 12/20/21
2nd Con 01/03/22
3rd Con 01/18/22

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 - 2nd Reading

LEGAL:

SUBJECT:

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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2093 amending the Zoning Regulations for property owned by Stubbs Development and Lemar Koethe.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2093.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Rezoning Exhibit

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023 Phone: 515-963-3544

ORDINANCE

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 STUBBS DEVELOPMENT AND LEMAR KOETHE

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of December 2021, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Stubbs Development and Lemar Koethe, from the current PUD, Planned Unit Development, to PUD, Planned Unit Development;

WHEREAS, on the 7th day of February, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT PART DEEDED TO POLK COUNTY, IOWA DESCRIBED AS THE NORTH 55 FEET OF THE WEST 678.26 FEET OF SAID NORTHEAST QUARTER OF SECTION 17, ALL NOW IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

LAYMAN'S DESCRIPTION:

Approximately 155 acres (+/-) of land at the southwest corner of NE 18th Street and NE 38th Street.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by Stubbs Development and Lemar Koethe, from the current PUD, Planned Unit Development, to PUD, Planned Unit Development; and

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

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

PASSED at Ankeny Iowa, this 7th, day of February, 2022.

Mark Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2021

1st Con __1/3__ (P. Hrg.)
2nd Con __1/18___
3rd Con __2/7__

VICINITY MAP:

LEGAL DESCRIPTION:

THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PART DEEDED TO POLK COUNTY, IOWA DESCRIBED AS THE NORTH 55 FEET OF THE WEST 678.26 FEET OF SAID NORTHEAST QUARTER OF SECTION 17, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

EXISTING ZONING:

R-1 ONE-FAMILY RESIDENCE DISTRICT

PROPOSED ZONING:

PLANNED UNIT DEVELOPMENT (PUD)

ENGINEER

STUBBS ENGINEERING
431 NE 72ND ST
PLEASANT HILL, IA 50327
CONTACT: BRANDEN STUBBS
PHONE: (515) 979-8499
EMAIL: BRANDEN@STUBBS3.COM

OWNER:

LEMAR KOETHE
6000 DOUGLAS AVE
DES MOINES, IA 50322-3313

STUBBS DEVELOPMENT
1236 347TH ST SE
ALTOONA, IA 50009
CONTACT: DAVE STUBBS
PHONE: (515) 979-9963

DEVELOPER:

STUBBS DEVELOPMENT
1236 347TH ST SE
ALTOONA, IA 50009
CONTACT: DAVE STUBBS
PHONE: (515) 979-9963

ADJACENT OWNERS:

	OWNERS	ACRES	%	% CONSENTING
1.)	CORY'S	0.28	0.5%	
2.)	JAMES & JODI KAHNK	3.22	6.3%	
3.)	DENNIS R SCHMIDT	1.20	2.3%	
4.)	SUSAN L. ALBAUGH	5.00	9.7%	X
5.)	GARY & TAMMIE L. SCHRODER	0.43	0.8%	
6.)	JENSEN'S	2.82	5.5%	
7.)	JOHN& LINDA JENSEN	4.16	8.1%	
8.)	JENSEN'S	3.66	7.1%	
9.)	JENSEN'S	0.72	1.4%	
10.)	DEER CREEK ESTATES LLC	14.98	29.1%	X
11.)	DEER CREEK ESTATES LLC	0.19	0.4%	X
12.)	ADAM & ERIN SHAW	0.09	0.2%	
13.)	EVAN & HELEN PARKER	0.18	0.3%	
14.)	KELLI & TIM KOSO	0.19	0.4%	
15.)	DARIN VREUGDENHIL	0.17	0.3%	
16.)	WALTER JANKOWSKI &SAMANTHA TROE	0.21	0.4%	
17.)	STEPHFON JOHNSON	0.22	0.4%	
18.)	MUSTAFA & LARISA KESEROVIC	0.25	0.5%	
19.)	CHRISTIAN D FITZGERALD	0.28	0.5%	
20.)	TUCKER KSIAZEK & HANNA L HOSKINS	0.29	0.6%	
21.)	KYANITE DESIGN & BUILD LLC	0.35	0.7%	
22.)	KYANITE DESIGN & BUILD LLC	0.44	0.9%	
23.)	ELEVATED BUILDERS LLC	0.34	0.7%	
24.)	ELEVATED BUILDERS LLC	0.33	0.6%	
25.)	ELEVATED BUILDERS LLC	0.27	0.5%	
26.)	DANIEL J RYAN	0.00	0.0%	
27.)	NICOLE LAWRENCE	0.03	0.1%	
28.)	ARIANNA E KANE & JOHN M KANE	0.04	0.1%	
29.)	JAMES R &KIMBERLY A LAME	0.04	0.1%	
30.)	MARTHA & RICK EWALD	0.05	0.1%	
31.)	BAILEY DECKER	0.03	0.1%	
32.)	ELEVATED BUILDERS LLC	0.04	0.1%	
33.)	DEER CREEK ANKENY INC	0.04	0.1%	X
34.)	DEER CREEK ESTATES LLC	10.89	21.2%	X
	TOTAL	51.4	100.0%	60.5%

KOETHE PROPERTY
SW COR NE 102ND AVE (NE 18TH ST) & NE 38TH ST

STUBBS ENGINEERING
431 NE 72ND ST, PLEASANT HILL, IA 50327
(515) 979 - 8499

REZONING MAP

DATE: 10-06-21
DRAWN BY: YI
ENGINEER: BWS
PROJECT NUMBER: 19-144
PAGE NUMBER: 1

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 - 2nd Reading

LEGAL:

SUBJECT:

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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2094 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2094.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Rezoning Exhibit

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023 Phone: 515-963-3544

ORDINANCE

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

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 16th day of November 2021, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Dan and Beverly Jury, from the current R-1, One-Family Residence District, to R-3 Multi-Family Residence District, restricted to One-Family Residences and R-3 Multi-Family Residence District, restricted to 12 units per acre; and,

WHEREAS, on the 7th day of February, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION – R-3 MULTI-FAMILY RESIDENCE DISTRICT, RESTRICTED TO ONE-FAMILY RESIDENCES:

THAT PART OF PARCEL A OF THE SE ¼-SE ¼ AND THE S ½-NE ¼-SE ¼ OF SECTION 08-80-24 & PARCEL 2019-236 OF THE E ½ - SE ¼ OF SECTION 08-80-24, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID PARCEL 2019-236; THENCE S 00°42‘00“E, 704.91‘; THENCE S 89°48‘15“ E, 36.50‘; THENCE SEERLY 310.33‘ ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1,500.00‘, A DELTA ANGLE OF 11°51‘13“ AND A CHORD DISTANCE OF 309.78 ‘ WHICH BEARS S 83°52‘38“ E; THENCE S 77°57‘02“ E, TANGENT TO THE LAST DESCRIBED CURVE, 35.16 ‘; THENCE SEERLY 421.08 ‘ ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 750.00 ‘, A DELTA ANGLE OF 32 ° 10 ‘ 05 “ AND A CHORD DISTANCE OF 415.57 ‘ WHICH BEARS S 61°51‘59“ E; THENCE S 45°46‘31“ E, TANGENT TO THE LAST DESCRIBED CURVE, 174.46‘; THENCE SEERLY 125.06 ‘ ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 165.37‘, A DELTA ANGLE OF 43°19‘ 48“ AND A CHORD DISTANCE OF 122.10‘ WHICH BEARS N 24°05‘50“ W; THENCE N 00°15‘05“ E, NOT TANGENT TO THE LAST DESCRIBED CURVE, 838.92 ‘; THENCE N°44‘55“ W, 934.00‘, TO THE POINT OF BEGINNING. CONTAINING 17.38 ACRES MORE OR LESS.

LEGAL DESCRIPTION – R-3 MULTI-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 12 UNITS PER ACRE:

THAT PART OF PARCEL A OF THE SE ¼-SE ¼ AND THE S ½-NE ¼-SE ¼ OF SECTION 08-80-24 & PARCEL 2019-236 OF THE E ½ - SE ¼ OF SECTION 08-80-24, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID PARCEL A; THENCE N 89°47‘04“ W, 106.50‘; THENCE N 36°30‘02“ W, 254.01‘; THENCE N 00°42‘00“ W, 334.19‘; THENCE S 89°48‘15“ E, 36.50‘; THENCE SEERLY 310.33 ‘ ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1,500.00‘, A DELTA ANGLE OF 11°51‘13 “ AND A CHORD DISTANCE OF 309.78‘ WHICH BEARS S 83°52‘38“ E; THENCE S 77°57‘02“ E, TANGENT TO THE LAST DESCRIBED CURVE, 35.16‘; THENCE SEERLY 421.08 ‘ ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 750.00‘, A DELTA ANGLE OF 32°10‘05“ AND A CHORD DISTANCE OF 415.57‘ WHICH BEARS S 61°51‘59“ E; THENCE S 45°46‘31“ E, TANGENT TO THE LAST DESCRIBED CURVE, 174.46‘; THENCE SEERLY 125.06‘ ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS 165.37‘, A DELTA ANGLE OF 43°19‘48“ AND A CHORD DISTANCE OF 122.10‘ WHICH BEARS N 24°05‘50“ W; THENCE S 00°15‘25“ W, NOT TANGENT TO THE LAST DESCRIBED CURVE, 373.54‘; THENCE S 89°38‘29“ W, 1.05 ‘; THENCE SWERLY 219.43‘ ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1250.00‘, A DELTA ANGLE OF 10°03‘29“ AND A CHORD DISTANCE OF 219.15‘ WHICH BEARS S 84°36‘44“ W; THENCE NWERLY 425.88‘ ALONG A REVERSE CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 1150.00‘, A DELTA ANGLE OF 21°13‘06“ AND A CHORD DISTANCE OF 423.45‘ WHICH BEARS N 89°48‘27“ W; THENCE NWERLY 15.68‘ ALONG A REVERSE CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 1250.00‘, A DELTA ANGLE OF 00°43‘07“ AND A CHORD DISTANCE OF 15.68’ WHICH BEARS N 79°33‘28“ W; THENCE N 00°12‘34“ E, 320.71 ‘, TO THE POINT OF BEGINNING. CONTAINING 13.56 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION - R-3 MULTI-FAMILY RESIDENCE DISTRICT, RESTRICTED TO ONE-FAMILY RESIDENCES:

Approximately 17.38 acres (+/-) located 400 feet (+/-) north of NW 18th Street and 1,200 feet (+/-) west of NW Weigel Drive.

LAYMAN'S DESCRIPTION - R-3 MULTI-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 12 UNITS PER ACRE:

Approximately 13.56 acres (+/-) generally located north of NW 18th Street and 700 feet (+/-) east of NW Abbie Drive.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by Dan and Beverly Jury, from the current R-1, One-Family Residence District, to R-3 Multi-Family Residence District, restricted to One-Family Residences and R-3 Multi-Family Residence District, restricted to 12 units per acre; and

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

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

PASSED at Ankeny Iowa, this 7th, day of February, 2022.

_____
Mark Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2021

1st Con __1/3__ (P. Hrg.)
2nd Con __1/18___
3rd Con __2/7__

SUBJECT PROPERTY LEGAL DESCRIPTION

That part of Parcel A of the Southeast Quarter of the Southeast Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 10865, Page 248; AND that part of Parcel 2019-236 of the East Half of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 17573, Page 282.

Containing 30.94 acres more or less.

Said parcel is subject to any and all restrictions, covenants and easements of record.

AREA "A": PROPOSED R-3 MULTIPLE - FAMILY RESIDENCE DISTRICT RESTRICTED TO ONE - FAMILY RESIDENCES LEGAL DESCRIPTION

That part of Parcel A of the Southeast Quarter of the Southeast Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 10865, Page 248; AND that part of Parcel 2019-236 of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 17573, Page 282, being more particularly described as follows:

Beginning at the northwest corner of said Parcel 2019-236; thence South 00 degrees 42 minutes 00 seconds East, a distance of 704.91 feet; thence South 89 degrees 48 minutes 15 seconds East, a distance of 36.50 feet; thence southeasterly 310.33 feet along a curve to the right, tangent to the last described line, having a radius of 1,500.00 feet, a delta angle of 11 degrees 51 minutes 13 seconds and a chord distance of 309.78 feet which bears South 83 degrees 52 minutes 38 seconds East; thence South 77 degrees 57 minutes 02 seconds East, tangent to the last described curve, a distance of 35.16 feet; thence southeasterly 421.08 feet along a curve to the right, tangent to the last described line, having a radius of 750.00 feet, a delta angle of 32 degrees 10 minutes 05 seconds and a chord distance of 415.57 feet which bears South 61 degrees 51 minutes 59 seconds East; thence South 45 degrees 46 minutes 31 seconds East, tangent to the last described curve, a distance of 174.46 feet; thence southeasterly 125.06 feet along a curve to the left, tangent to the last described line, having a radius of 165.37 feet, a delta angle of 43 degrees 19 minutes 48 seconds and a chord distance of 122.10 feet which bears North 24 degrees 05 minutes 50 seconds West; thence Nouth 00 degrees 15 minutes 05 seconds East, not tangent to the last described curve, a distance of 838.92 feet; thence North degrees 44 minutes 55 seconds West, a distance of 934.00 feet, to the Point of Beginning.

Containing 17.38 acres more or less.

AREA "B": PROPOSED R-3 MULTIPLE - FAMILY RESIDENCE DISTRICT LEGAL DESCRIPTION

That part of Parcel A of the Southeast Quarter of the Southeast Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 10865, Page 248; AND that part of Parcel 2019-236 of the East Half of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 17573, Page 282, being more particularly described as follows:

Beginning at the northwest corner of said Parcel A; thence North 89 degrees 47 minutes 04 seconds West, a distance of 106.50 feet; thence North 36 degrees 30 minutes 02 seconds West, a distance of 254.01 feet; thence North 00 degrees 42 minutes 00 seconds West, a distance of 334.19 feet; thence South 89 degrees 48 minutes 15 seconds East, a distance of 36.50 feet; thence southeasterly 310.33 feet along a curve to the right, tangent to the last described line, having a radius of 1,500.00 feet, a delta angle of 11 degrees 51 minutes 13 seconds and a chord distance of 309.78 feet which bears South 83 degrees 52 minutes 38 seconds East; thence South 77 degrees 57 minutes 02 seconds East, tangent to the last described curve, a distance of 35.16 feet; thence southeasterly 421.08 feet along a curve to the right, tangent to the last described line, having a radius of 750.00 feet, a delta angle of 32 degrees 10 minutes 05 seconds and a chord distance of 415.57 feet which bears South 61 degrees 51 minutes 59 seconds East; thence South 45 degrees 46 minutes 31 seconds East, tangent to the last described curve, a distance of 174.46 feet; thence southeasterly 125.06 feet along a curve to the left, tangent to the last described line, having a radius 165.37 feet, a delta angle of 43 degrees 19 minutes 48 seconds and a chord distance of 122.10 feet which bears North 24 degrees 05 minutes 50 seconds West; thence South 00 degrees 15 minutes 05 seconds West, not tangent to the last described curve, a distance of 373.54 feet; thence South 89 degrees 38 minutes 29 seconds West, a distance of 1.05 feet; thence southwesterly 219.43 feet along a curve to the left, tangent to the last described line, having a radius of 1250.00 feet, a delta angle of 10 degrees 03 minutes 29 seconds and a chord distance of 219.15 feet which bears South 84 degrees 36 minutes 44 seconds West; thence northwesterly 425.88 feet along a reverse curve to the right, tangent to the last described curve, having a radius of 1150.00 feet, a delta angle of 21 degrees 13 minutes 06 seconds and a chord distance of 423.45 feet which bears North 89 degrees 48 minutes 27 seconds West; thence northwesterly 15.68 feet along a reverse curve to the left, tangent to the last described curve, having a radius of 1250.00 feet, a delta angle of 00 degrees 43 minutes 07 seconds and a chord distance of 15.68 which bears North 79 degrees 33 minutes 28 seconds West; thence North 00 degrees 12 minutes 34 seconds East, a distance of 320.71 feet, to the Point of Beginning.

Containing 13.56 acres more or less.

PROPRIETOR / DEVELOPER

Dan & Beverly Jury
2110 NW 10th Street
Ankeny, Iowa 50023
Phone: (515) 964-7633

SURVEY NOTES

1. Land area : 30.94 acres
2. Existing Zoning : R-1 One-Family Residence District

LEGEND

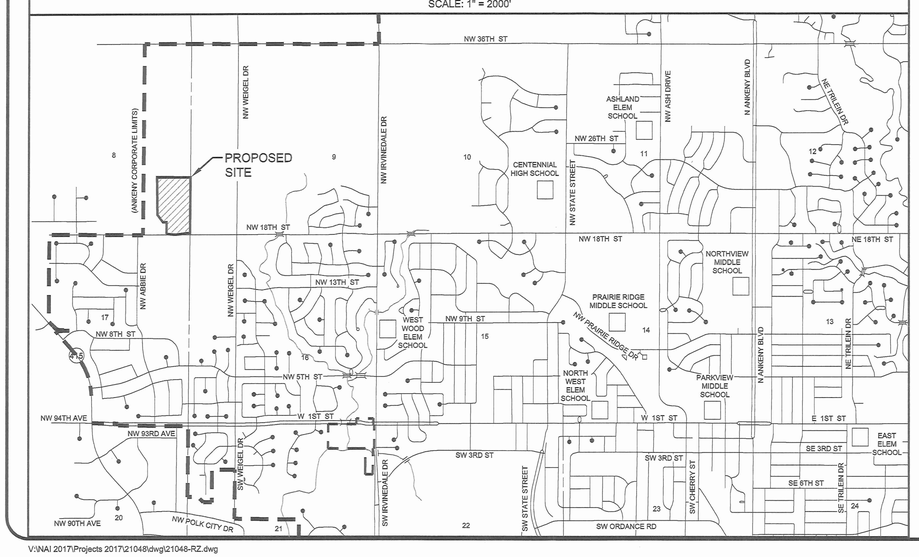
- Subject boundary line
- Section line
- Existing boundary line
- 250' Zoning notification line
- AREA "A" - Proposed R-3 Multiple-Family Residence District Restricted to One-Family Residences
- AREA "B" - Proposed R-3 Restricted to 12 Units per acre Multiple-Family Residence District

PROPERTY #	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA	CONSENTING
1	TJL INVESTMENTS LLC SHYFT COLLECTIVE DEVELOPMENT 10 LLC ERIC & CAROL ZIEL JOINT REVOCABLE TRUST LEO INVESTMENTS LLC DVV INVESTMENTS LLC	1.134	3.53%	
2	TJL INVESTMENTS LLC SHYFT COLLECTIVE DEVELOPMENT 10 LLC ERIC & CAROL ZIEL JOINT REVOCABLE TRUST LEO INVESTMENTS LLC DVV INVESTMENTS LLC	5.007	15.57%	
3	TJL INVESTMENTS LLC DNF INVESTMENTS LLC	16.035	49.87%	
4	TJL INVESTMENTS LLC DNF INVESTMENTS LLC	2.661	8.27%	
5	MOECKLY FAMILY FARM LLC	7.320	22.76%	
TOTALS		32.157	100.00%	

BREAKDOWN OF CONSENTING PROPERTIES				
4	TJL INVESTMENTS LLC & OTHERS	24.837	77.24%	
1	MOECKLY FAMILY FARM LLC	7.320	22.76%	
5		32.157	100.00%	

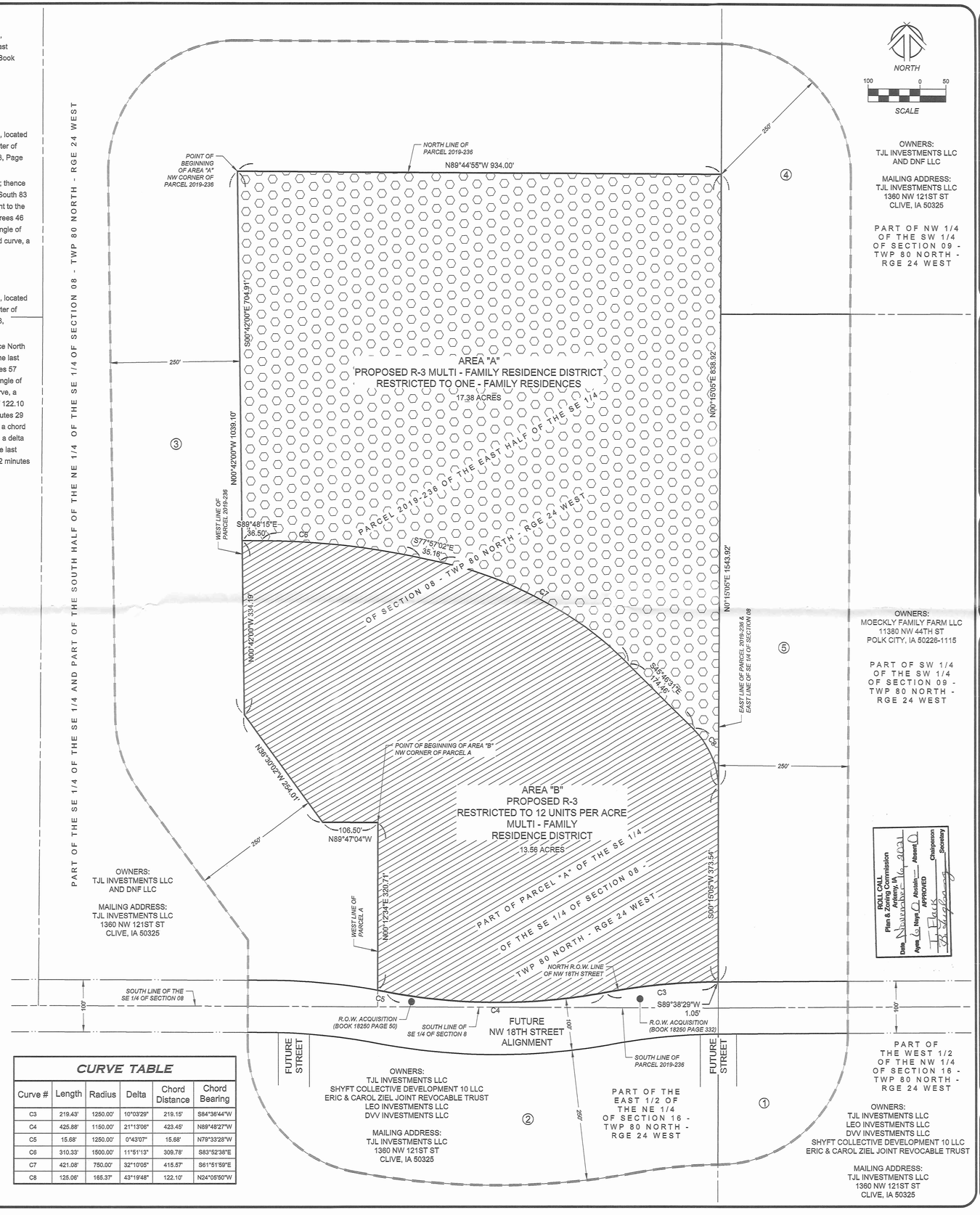
VICINITY MAP

SCALE: 1" = 2000'



V:\NAI 2017\Projects 2017\21048\dwg\21048-RZ.dwg

PART OF THE SE 1/4 OF THE SOUTH HALF OF THE NE 1/4 OF THE SE 1/4 OF SECTION 08 - TWP 80 NORTH - RGE 24 WEST



CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C3	219.43'	1250.00'	10°03'29"	219.15'	S84°36'44"W
C4	425.88'	1150.00'	21°13'06"	423.45'	N89°48'27"W
C5	15.68'	1250.00'	0°43'07"	15.68'	N79°33'28"W
C6	310.33'	1500.00'	11°51'13"	309.78'	S83°52'38"E
C7	421.08'	750.00'	32°10'05"	415.57'	S61°51'59"E
C8	125.06'	165.37'	43°19'48"	122.10'	N24°05'50"W

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date: Nov 16, 2021
Ayes: 6 Nays: 0 Abstain: Absent: 0
APPROVED: Chairperson
Secretary

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILES ASSOCIATES

REVISIONS:
1.) 12/7/2021 REVISIONS PER CITY OF ANKENY COMMENTS
2.) 1/7/2021 REVISIONS PER CITY OF ANKENY COMMENTS
3.)
4.)
5.)
6.)
7.)

NOTICE: NILES ASSOCIATES, INC. WAIVES ANY AND ALL WARRANTIES AND REPRESENTATIONS FROM USES WHICH ARISE FROM FAILURE TO TIMELY REMOVE OR ALTER THIS DOCUMENT FROM THE ELECTRONIC MEDIUM AFTER THEY CONVEY OR TRANSMIT IT. NILES ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY TO OBTAIN AND/OR FOLLOW THE ENGINEERS, OWNERS, AND/OR ARCHITECTS' RESTRICTIONS, REQUIREMENTS, OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: PART OF SE 1/4 OF SECTION 08 - TWP 80 NORTH - RANGE 24 WEST
4602 NW 18TH STREET - ANKENY, POLK COUNTY, IOWA

DESCRIPTION: REZONING MAP

RECEIVED
SEP 20 2021
CITY OF ANKENY

NAI NO.:	21048
DATE:	11/11/19
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	RZ-1
SHEET NO.:	1/1

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 - 1st 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 first consideration of Ordinance 2095

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2095.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ord 2095

ORDINANCE NO. _____

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 ~~eleven members~~ 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 & Approved by the Council the _____ day of _____, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2022.

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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:

SUBJECT:

Consider action on the matter of a temporary appointment to fill the city council vacancy created by council person Mark Holm assuming the position of Mayor effective January 1, 2022.

EXECUTIVE SUMMARY:

The City Council of the City of Ankeny, Iowa has determined it to be in the best interest of the City to fill the City Council vacancy created by council person Mark Holm assuming the position of Mayor effective January 1, 2022, by appointment on a temporary basis until the special election to fill such vacancy is held by the City on March 29, 2022. The City Clerk published the Notice of Intent to Appoint in the Des Moines Register on January 7, 2022.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the temporary appointment of Kerry Walter-Ashby to fill the vacant Council term until the March 29, 2022 special election.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of the intent to appoint was published in the Des Moines Register on January 7, 2022 as required by law.

ACTION REQUESTED:

Action: Consider motion to approve the temporary appointment of Kerry Walter-Ashby until the special election to fill such vacancy is held by the City on March 29, 2022.

Action: Mayor Mark Holm will administer oath of office to Kerry Walter-Ashby.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 SE 3rd Street Utility Improvements - Phase 1 (PH 2022-04)

EXECUTIVE SUMMARY:

The SE 3rd Street Utility Improvements – Phase 1 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3rd Street between SE Sharon Drive and SE Trilein Drive in the City of Ankeny.

The improvements include approximately 4,670 SY of 8” thick PCC street pavement, 1,250 LF of sanitary sewer, 1,250 LF of water main, 1,350 LF of storm sewer, 2,400 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 11, 2022. Four (4) bids were received as follows:

1. Absolute Concrete Construction, Inc. $ 1,816,990.10

2. Halbrook Excavating $ 1,915,000.00

3. Rognes Corp $ 1,994,500.00

4. Raccoon Valley Contractors $ 3,090,567.44

The Engineer's Estimate for the project was $1,890,000.00. The bids ranged from approximately 4% below to 64% above the estimate. Public Works staff reviewed the bid results both internally and with the project's engineering consultant. It is recommended that the project be awarded to Absolute Concrete Construction from Slater, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than March 14, 2022 and no later than April 4, 2022. They will have 160 working days to substantially complete the overall project.

FISCAL IMPACT: **??Yes**

This project is included in the current Capital Improvements 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), estimated cost ($ 1,890,000.00), and enhancement of payment.

2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost, and enhancement of payment for the SE 3rd Street Utility Improvements - Phase 1 project.

3. Receive and file the report of bids received on January 11, 2022.

4. Approve Resolution, making award of construction contract to Absolute Concrete Construction of Slater, Iowa.

5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction in the amount of $ 1,816,990.10.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 20, 2021: The City Council approved a Resolution ordering construction and setting the bid opening date as January 11, 2022, and setting the public hearing date as January 18, 2022.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents was held on Tuesday, July 27, 2021. Property owners and residents will be updated via letters during the construction phase.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $1,890,000.00; 2) receive and file report of bids received January 11, 2022; 3) adopt RESOLUTION making award of construction contract with Absolute Concrete Construction, Inc. in the amount of $1,816,990.10; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of $1,816,990.10.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
RES - approving contract
Contract-Bond

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1", 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 SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1

WHEREAS, on the **20th** day of **December**, **2021**, 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 SE 3rd Street Utility Improvements - Phase 1; 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 and estimate of cost 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 one hundred sixty (160) working days, an enhancement of payment in the amount of One Thousand Five Hundred Dollars ($1,500) per working day remaining within the one hundred sixty (160) working day deadline, up to a maximum of Thirty-seven Thousand Five Hundred Dollars ($37,500), will be issued to the Contractor.

PASSED AND APPROVED this 18th day of January, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **JANUARY 11, 2021**

SE 3RD STREET UTILITY IMPROVEMENTS – PHASE 1

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE 3rd Street Utility Improvements – Phase 1 project in accordance with the Plans and Specifications prepared by JEO.

Mark Mueller, Public Works Director

Project Estimate of Cost $1,890,000.00

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1)	✓	Rognes Corp 720 SW Goodwin St Ankeny IA 50023	$1,994,000 -	
2)	✓	Halbrook Excavating 4807 SE Rio Ct Ankeny IA	$1,915,000 -	
3)	✓	Racoon Valley Corp 520 SE Prairie Parkln Waukee IA 50263	$3,090,567 44	
* 4)	✓	Absolute Concrete PO Box 148 Slater IA 50244	$1,816,990 10	
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 January 18, 2022 at 5:30 P.M.

Mark Mueller
Mark Mueller, Public Works Director

ATTEST:

Denise L. Hoy
Denise L. Hoy, City Clerk

Bid Tabulation

PROJECT | SE 3rd Street Utility Improvements - Phase 1

JEO PROJECT NO. | 200170.01

LOCATION | Ankeny, Iowa

LETTING | January 11, 2022

OPINION OF PROBABLE COST | $1,890,000.00

Bidder	Total Group A
Absolute Concrete Construction, Inc Slater, IA	$1,816,990.10
Halbrook Excavating Ankeny, IA	$1,915,000.00
Rognes Corp Ankeny, IA	*$1,994,500.00*
Racoon Valley Contractors Waukee, IA	$3,090,567.44

**Numbers in italics indicate an irregularity in the contractor's original bid form*

Bid Tabulation Sheet

PROJECT | SE 3rd Street Utility Improvements - Phase 1

JEO PROJECT NO. | 200170.01

LOCATION | Ankeny, Iowa

					Engineer's Estimate		Absolute Concrete Construction Inc.		Halbrook Excavating		Rognes Group		Racoon Valley Contractors	
Item	SUDAS Number	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
DIVISION 2 - EARTHWORK														
2.01	2010-C	CLEARING AND GRUBBING	LS	1	$2,000.00	$2,000.00	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$11,500.00	$11,500.00	$1,000.00	$1,000.00
2.02	2010-D-3	TOPSOIL, OFF-SITE	CY	316	$75.00	$23,700.00	$65.00	$20,540.00	$38.00	$12,008.00	$50.00	*$15,800.00*	$65.00	$20,540.00
2.03	2010-E	EXCAVATION, CLASS 10	CY	592	$50.00	$29,600.00	$25.00	$14,800.00	$60.00	$35,520.00	$22.00	$13,024.00	$25.00	$14,800.00
2.04	2010-G	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,556	$5.00	$27,780.00	$4.00	$22,224.00	$4.50	$25,002.00	$4.75	$26,391.00	$4.00	$22,224.00
2.05	2010-H	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	1,389	$5.00	$6,945.00	$6.00	$8,334.00	$6.00	$8,334.00	$6.00	$8,334.00	$6.00	$8,334.00
2.06	2010-I	SUBBASE, MODIFIED	SY	5,556	$15.00	$83,340.00	$12.00	$66,672.00	$14.00	$77,784.00	$13.50	$75,006.00	$12.00	$66,672.00
2.07	2010-L	COMPACTION TESTING	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION														
3.01	3010-F	TRENCH COMPACTION TESTING	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$8,200.00	$8,200.00
DIVISION 4 - SEWERS AND DRAINS														
4.01	4020-A-1	TRENCHED, TRUSS PVC, 15 IN. DIA	LF	1249	$75.00	$93,675.00	$95.00	$118,655.00	$155.00	$193,595.00	$215.00	$268,535.00	$291.00	$363,459.00
4.02	4020-A-1	STORM SEWER, TRENCHED, RCP, 15 IN. DIA	LF	104	$75.00	$7,800.00	$57.00	$5,928.00	$125.00	$13,000.00	$130.00	$13,520.00	$345.00	$35,880.00
4.03	4020-A-1	STORM SEWER, TRENCHED, RCP, 36 IN. DIA	LF	1249	$125.00	$156,125.00	$106.00	$132,394.00	$200.00	$249,800.00	$195.00	$243,555.00	$238.00	$297,262.00
4.04	4020-A-1	STORM SEWER, TRENCHED, RCAP, 48 IN. ARCH. DIA.	LF	18	$300.00	$5,400.00	$242.85	$4,371.30	$360.00	$6,480.00	$295.00	$5,310.00	$1,000.00	$18,000.00
4.05	4010-E	SANITARY SEWER SERVICE, PVC, 4"	LF	1044	$100.00	$104,400.00	$68.00	$70,992.00	$55.00	$57,420.00	$98.00	$102,312.00	$115.00	$120,060.00
4.06	4010-H	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1255	$30.00	$37,650.00	$30.00	$37,650.00	$10.00	$12,550.00	$25.00	$31,375.00	$31.00	$38,905.00
4.07	4010-I	SANITARY SEWER TEMPORARY CLEANOUT	EA	3	$1,000.00	$3,000.00	$550.00	$1,650.00	$2,500.00	$7,500.00	$2,400.00	$7,200.00	$5,100.00	$15,300.00
4.08	4020-D	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99	$20.00	$1,980.00	$15.00	$1,485.00	$20.00	$1,980.00	$25.00	$2,475.00	$31.00	$3,069.00
4.09	4040-B	FOOTING DRAIN COLLECTOR/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA	LF	2399	$30.00	$71,970.00	$26.70	$64,053.30	$30.00	$71,970.00	$28.00	$67,172.00	$42.00	$100,758.00
4.10	4040-C	TEMPORARY SUBDRAIN CAP	EA	2	$100.00	$200.00	$60.00	$120.00	$250.00	$500.00	$350.00	$700.00	$1,000.00	$2,000.00
4.11	4040-D	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA	EA	14	$500.00	$7,000.00	$180.00	$2,520.00	$450.00	$6,300.00	$750.00	$10,500.00	$665.00	$9,310.00
4.12	4040-E	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36	$1,000.00	$36,000.00	$625.00	$22,500.00	$900.00	$32,400.00	$1,050.00	$37,800.00	$1,500.00	$54,000.00

					Engineer's Estimate		Absolute Concrete Construction Inc.		Halbrook Excavating		Rognes Group		Racoon Valley Contractors	
DIVISION 5 - WATER MAIN AND APPURTENANCES														
5.01	5010-A-1	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	1253	$60.00	$75,180.00	$40.00	$50,120.00	$60.00	$75,180.00	$105.00	$131,565.00	$189.00	$236,817.00
5.02	5010-C-1	FITTING, REDUCER, 8" X 4" IN.	EA	1	$750.00	$750.00	$475.00	$475.00	$450.00	$450.00	$450.00	$450.00	$500.00	$500.00
5.03	5010-C-2	FITTING, UNION, 4" X 4"	EA	1	$750.00	$750.00	$425.00	$425.00	$525.00	$525.00	$375.00	$375.00	$450.00	$450.00
5.04	5010-C-3	FITTING, UNION, 8"X 8".	EA	1	$750.00	$750.00	$576.00	$576.00	$725.00	$725.00	$475.00	$475.00	$500.00	$500.00
5.05	5010-C-4	FITTING, 22.5 DEG., 8 IN.	EA	2	$750.00	$1,500.00	$545.25	$1,090.50	$725.00	$1,450.00	$750.00	$1,500.00	$600.00	$1,200.00
5.06	5010-C-6	FITTING, 45 DEG., 8 IN.	EA	2	$750.00	$1,500.00	$550.00	$1,100.00	$725.00	$1,450.00	$750.00	$1,500.00	$700.00	$1,400.00
5.07	5010-D	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18	$1,000.00	$18,000.00	$915.00	$16,470.00	$1,000.00	$18,000.00	$1,900.00	$34,200.00	$1,300.00	$23,400.00
5.08	5010-D	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18	$1,500.00	$27,000.00	$915.00	$16,470.00	$1,500.00	$27,000.00	$2,300.00	$41,400.00	$2,700.00	$48,600.00
5.09	5010-999-A	REMOVAL OF WATER MAIN	LF	1,256	$20.00	$25,120.00	$22.50	$28,260.00	$17.00	$21,352.00	$25.00	$31,400.00	$60.00	$75,360.00
5.10	5010-999-B	WATER MAIN, TEMPORARY, PEX, 2IN. DIA.	LF	2948	$25.00	$73,700.00	$16.00	$47,168.00	$21.00	$61,908.00	$10.00	$29,480.00	$73.00	$215,204.00
5.11	5020-A	VALVE, GATE, 8 IN.	EA	5	$2,000.00	$10,000.00	$1,725.00	$8,625.00	$2,000.00	$10,000.00	$1,600.00	$8,000.00	$3,000.00	$15,000.00
5.12	5020-C	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3	$5,500.00	$16,500.00	$4,300.00	$12,900.00	$6,750.00	$20,250.00	$5,400.00	$16,200.00	$6,500.00	$19,500.00
5.13	5020-G	VALVE BOX REPLACEMENT	EA	2	$1,000.00	$2,000.00	$540.00	$1,080.00	$425.00	$850.00	$500.00	$1,000.00	$600.00	$1,200.00
5.14	5020-I	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1	$1,000.00	$1,000.00	$200.00	$200.00	$900.00	$900.00	$1,000.00	$1,000.00	$1,030.00	$1,030.00
5.15	5020-J	VALVE REMOVAL	EA	2	$800.00	$1,600.00	$250.00	$500.00	$900.00	$1,800.00	$950.00	$1,900.00	$1,600.00	$3,200.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM														
6.01	6010-A	MANHOLE, SW-301, 48"	EA	3	$6,000.00	$18,000.00	$9,800.00	$29,400.00	$6,500.00	$19,500.00	$5,700.00	$17,100.00	$6,000.00	$18,000.00
6.02	6010-A	MANHOLE, SW-303, 48"	EA	1	$5,500.00	$5,500.00	$10,525.00	$10,525.00	$7,000.00	$7,000.00	$12,000.00	$12,000.00	$5,500.00	$5,500.00
6.03	6010-A	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1	$11,000.00	$11,000.00	$12,405.00	$12,405.00	$14,000.00	$14,000.00	$13,000.00	$13,000.00	$12,000.00	$12,000.00
6.04	6010-A	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	1	$11,000.00	$11,000.00	$14,150.00	$14,150.00	$13,000.00	$13,000.00	$12,000.00	$12,000.00	$25,000.00	$25,000.00
6.05	6010-B	INTAKE, SW-505	EA	4	$5,000.00	$20,000.00	$5,270.00	$21,080.00	$6,000.00	$24,000.00	$5,200.00	$20,800.00	$7,000.00	$28,000.00
6.06	6010-B	INTAKE, SW-506, MODIFIED	EA	4	$10,000.00	$40,000.00	$14,550.00	$58,200.00	$10,000.00	$40,000.00	$9,300.00	$37,200.00	$21,000.00	$84,000.00
6.07	6010-B	INTAKE, SW-512	EA	2	$1,100.00	$2,200.00	$2,530.00	$5,060.00	$2,000.00	$4,000.00	$2,200.00	$4,400.00	$5,000.00	$10,000.00
6.08	6010-E	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4	$2,500.00	$10,000.00	$250.00	$1,000.00	$1,500.00	$6,000.00	$1,975.00	$7,900.00	$3,000.00	$12,000.00
6.09	6010-H	REMOVE MANHOLE, SANITARY	EA	4	$1,000.00	$4,000.00	$700.00	$2,800.00	$1,000.00	$4,000.00	$1,500.00	$6,000.00	$1,000.00	$4,000.00
6.10	6010-H	REMOVE INTAKE	EA	4	$1,000.00	$4,000.00	$700.00	$2,800.00	$1,000.00	$4,000.00	$1,500.00	$6,000.00	$1,000.00	$4,000.00
DIVISION 7 - STREETS AND RELATED WORK														
7.01	7010-A	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	4,677	$65.00	$304,005.00	$80.00	$374,160.00	$72.00	$336,744.00	$68.00	$318,036.00	$77.00	$360,129.00
7.02	7020-B	PAVEMENT, HMA 3 IN.	SY	64	$20.00	$1,280.00	$80.00	$5,120.00	$100.00	$6,400.00	$110.00	$7,040.00	$150.00	$9,600.00
7.03	7030-A	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2053	$15.00	$30,795.00	$15.00	$30,795.00	$11.00	$22,583.00	$11.00	$22,583.00	$12.00	$24,636.00
7.04	7030-E	SIDEWALK, PCC, 4 IN.	SY	960	$50.00	$48,000.00	$50.00	$48,000.00	$50.00	$48,000.00	$45.00	$43,200.00	$45.00	$43,200.00
7.05	7030-E	SIDEWALK, PCC, 6 IN.	SY	53	$80.00	$4,240.00	$165.00	$8,745.00	$155.00	$8,215.00	$146.00	$7,738.00	$146.00	$7,738.00
7.06	7030-G	DETECTABLE WARNINGS, POLYMER	SF	87	$55.00	$4,785.00	$50.00	$4,350.00	$60.00	$5,220.00	$50.00	$4,350.00	$50.00	$4,350.00
7.07	7030-H-1	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950	$75.00	$71,250.00	$75.00	$71,250.00	$55.00	$52,250.00	$50.00	$47,500.00	$50.00	$47,500.00
7.08	7040-H	PAVEMENT REMOVAL	SY	3861	$15.00	$57,915.00	$12.00	$46,332.00	$12.00	$46,332.00	$15.00	$57,915.00	$15.00	$57,915.00
7.09	7040-999-A	PLASTIC CONCRETE TESTING	LS	1	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$7,000.00	$7,000.00	$6,500.00	$6,500.00	$7,000.00	$7,000.00

					Engineer's Estimate		Absolute Concrete Construction Inc.		Halbrook Excavating		Rognes Group		Racoon Valley Contractors	
DIVISION 8 - TRAFFIC CONTROL														
8.01	8020-C	PAINTED PAVEMENT MARKING, DURABLE	STA	18.96	$350.00	$6,636.00	$350.00	$6,636.00	$400.00	$7,584.00	$350.00	$6,636.00	$360.00	$6,825.60
8.02	8020-M	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96	$30.00	$568.80	$150.00	$2,844.00	$175.00	$3,318.00	$150.00	$2,844.00	$154.00	$2,919.84
8.03	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	$10,000.00	$10,000.00	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$13,900.00	$13,900.00	$14,000.00	$14,000.00
8.04	8030-999-A	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	$150.00	$3,000.00	$100.00	$2,000.00	$120.00	$2,400.00	$100.00	$2,000.00	$103.00	$2,060.00
8.05	8999-A	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8	$250.00	$2,000.00	$300.00	$2,400.00	$350.00	$2,800.00	$300.00	$2,400.00	$300.00	$2,400.00
DIVISION 9 - SITE WORK AND LANDSCAPING														
9.01	9010-A	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.6	$3,500.00	$2,100.00	$750.00	$450.00	$850.00	$510.00	$750.00	$450.00	$750.00	$450.00
9.02	9010-A	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.6	$3,500.00	$2,100.00	$2,400.00	$1,440.00	$2,750.00	$1,650.00	$2,400.00	$1,440.00	$2,400.00	$1,440.00
9.03	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	200	$35.00	$7,000.00	$8.00	$1,600.00	$15.00	$3,000.00	$20.00	$4,000.00	$8.00	$1,600.00
9.04	9040-Q-2	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.2	$4,500.00	$5,400.00	$3,500.00	$4,200.00	$3,500.00	$4,200.00	$3,000.00	$3,600.00	$3,000.00	$3,600.00
9.05	9040-T-1	INLET PROTECTION DEVICE, DROP-IN	EA	16	$200.00	$3,200.00	$200.00	$3,200.00	$200.00	$3,200.00	$175.00	$2,800.00	$175.00	$2,800.00
9.06	9040-T-2	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4	$200.00	$800.00	$100.00	$400.00	$85.00	$340.00	$75.00	$300.00	$75.00	$300.00
9.07	9040-T-3	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48	$100.00	$4,800.00	$40.00	$1,920.00	$45.00	$2,160.00	$40.00	$1,920.00	$40.00	$1,920.00
9.08	9040-T-4	INLET PROTECTION DEVICE, AREA INTAKE	EA	2	$200.00	$400.00	$150.00	$300.00	$175.00	$350.00	$150.00	$300.00	$150.00	$300.00
DIVISION 11 - MISCELLANEOUS														
11.01	11,020-A	MOBILIZATION	LS	1	$98,710.20	$98,710.20	$150,000.00	$150,000.00	$69,661.00	$69,661.00	$22,434.00	$22,434.00	$383,426.00	$383,426.00
11.02	11,030-B	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	$5,000.00	$5,000.00	$6,200.00	$6,200.00	$7,500.00	$7,500.00	$2,500.00	$2,500.00	$6,000.00	$6,000.00
11.03	11,040-B	TEMPORARY GRANULAR SIDEWALK	SY	944	$100.00	$94,400.00	$20.00	$18,880.00	$25.00	$23,600.00	$15.00	$14,160.00	$21.00	$19,824.00
11.04	11,040-999-A	TEMPORARY PEDESTRIAN RAMP	EA	4	$5,000.00	$20,000.00	$2,500.00	$10,000.00	$2,000.00	$8,000.00	$650.00	$2,600.00	$3,000.00	$12,000.00
11.05	11,050-A	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$4,000.00	$4,000.00
11.06	11,999-A	ORANGE MESH SAFETY FENCE	LS	1	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00
				TOTAL AMOUNT BID		$1,890,000.00		$1,816,990.10		$1,915,000.00		*$1,994,500.00*		$3,090,567.44

**Numbers in italics indicate an irregularity in the contractor's original bid form*

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1", 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 SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1

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 SE 3rd Street Utility Improvements - Phase 1, described in the plans and specifications heretofore adopted by this Council on January 18, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

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

Amount of bid: **$1,816,990.10**

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 18th day of January, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1", 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 SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1

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 SE 3rd Street Utility Improvements - Phase 1, 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: **Absolute Concrete Construction Inc.** of **Slater, Iowa**

Amount of bid: **$1,816,990.10**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **18th** day of **January**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 18th day of January, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Concrete Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

SE 3rd STREET UTILITY IMPROVEMENTS – PHASE 1

The SE 3rd Street Utility Improvements – Phase 1 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3rd Street between SE Sharon Drive and SE Trilein Drive.

The improvements include approximately 4,670 SY of 8" thick PCC street pavement, 1,250 LF of sanitary sewer, 1,250 LF of water main, 1,350 LF of storm sewer, 2,400 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, 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 Eight Hundred Sixteen Thousand Nine Hundred Ninety and 10/100 DOLLARS ($1,816,990.10), 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 **one hundred sixty (160) 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, Five Hundred Dollars ($1,500.00) 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 one hundred sixty (160) working days, an enhancement of payment in the amount of One Thousand, Five Hundred Dollars ($1,500.00) per working day remaining within the one hundred sixty (160) working day deadline, up to a maximum of Thirty-seven Thousand Five Hundred Dollars ($37,500.00) 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:

Absolute Concrete Construction, Inc.
Contractor

By: _____
Signature

Vice President
Title

1000 West 6TH Ave
Street Address

Slater, IA 50244
City, State, Zip Code

(515) 497-6140
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number CDB60-62 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 12TH day of January, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Drew Roberts and ___, to me known, who, being by me duly sworn, did say that they are the Vice President, 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 Drew Roberts and ___ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Eli Hartog

Notary Public in and for the State of Iowa
My commission expires March 28TH, 2024

NOTARIAL SEAL IOWA
JOHN ELI HARTOG
Commission Number 809747
My Commission Expires
03.28.24

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				
2.01	CLEARING AND GRUBBING	LS	1	$15,000.00	$15,000.00
2.02	TOPSOIL, OFF-SITE	CY	316	$65.00	$20,540.00
2.03	EXCAVATION, CLASS 10	CY	592	$25.00	$14,800.00
2.04	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5556	$4.00	$22,224.00
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	1389	$6.00	$8,334.00
2.06	SUBBASE, MODIFIED	SY	5556	$12.00	$66,672.00
2.07	COMPACTION TESTING	LS	1	$5,000.00	$5,000.00
	TRENCH AND TRENCHLESS CONSTRUCTION				
3.01	TRENCH COMPACTION TESTING	LS	1	$5,000.00	$5,000.00
	SEWERS AND DRAINS				
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA	LF	1249	$95.00	$118,655.00
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA	LF	104	$57.00	$5,928.00
4.03	STORM SEWER, TRENCHED, RCP, 36 IN. DIA	LF	1249	$106.00	$132,394.00
4.04	STORM SEWER, TRENCHED, RCAP, 48 IN. ARCH. DIA.	LF	18	$242.85	$4,371.30
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1044	$68.00	$70,992.00
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1255	$30.00	$37,650.00
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3	$550.00	$1,650.00
4.08	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99	$15.00	$1,485.00
4.09	FOOTING DRAIN COLLECTOR/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA	LF	2399	$26.70	$64,053.30
4.10	TEMPORARY SUBDRAIN CAP	EA	2	$60.00	$120.00
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA	EA	14	$180.00	$2,520.00
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36	$625.00	$22,500.00

	WATER MAIN AND APPURTENANCES				
5.01	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	1253	$40.00	$50,120.00
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1	$475.00	$475.00
5.03	FITTING, UNION, 4" X 4"	EA	1	$425.00	$425.00
5.04	FITTING, UNION, 8"X 8".	EA	1	$576.00	$576.00
5.05	FITTING, 22.5 DEG., 8 IN.	EA	2	$545.25	$1,090.50
5.06	FITTING, 45 DEG., 8 IN.	EA	2	$550.00	$1,100.00
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18	$915.00	$16,470.00
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18	$915.00	$16,470.00
5.09	REMOVAL OF WATER MAIN	LF	1256	$22.50	$28,260.00
5.10	WATER MAIN, TEMPORARY, PEX, 2IN. DIA.	LF	2948	$16.00	$47,168.00
5.11	VALVE, GATE, 8 IN.	EA	5	$1,725.00	$8,625.00
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3	$4,300.00	$12,900.00
5.13	VALVE BOX REPLACEMENT	EA	2	$540.00	$1,080.00
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1	$200.00	$200.00
5.15	VALVE REMOVAL	EA	2	$250.00	$500.00
	STRUCTURES FOR SANITARY AND STORM SEWER				
6.01	MANHOLE, SW-301, 48"	EA	3	$9,800.00	$29,400.00
6.02	MANHOLE, SW-303, 48"	EA	1	$10,525.00	$10,525.00
6.03	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1	$12,405.00	$12,405.00
6.04	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	1	$14,150.00	$14,150.00
6.05	INTAKE, SW-505	EA	4	$5,270.00	$21,080.00
6.06	INTAKE, SW-506, MODIFIED	EA	4	$14,550.00	$58,200.00
6.07	INTAKE, SW-512	EA	2	$2,530.00	$5,060.00
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4	$250.00	$1,000.00
6.09	REMOVE MANHOLE, SANITARY	EA	4	$700.00	$2,800.00
6.10	REMOVE INTAKE	EA	4	$700.00	$2,800.00
	STREETS AND RELATED WORK				
7.01	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	4677	$80.00	$374,160.00
7.02	PAVEMENT, HMA 3 IN.	SY	64	$80.00	$5,120.00
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2053	$15.00	$30,795.00

7.04	SIDEWALK, PCC, 4 IN.	SY	960	$50.00	$48,000.00
7.05	SIDEWALK, PCC, 6 IN.	SY	53	$165.00	$8,745.00
7.06	DETECTABLE WARNINGS, POLYMER	SF	87	$50.00	$4,350.00
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950	$75.00	$71,250.00
7.08	PAVEMENT REMOVAL	SY	3861	$12.00	$46,332.00
7.09	PLASTIC CONCRETE TESTING	LS	1	$10,000.00	$10,000.00
	TRAFFIC CONTROL				
8.01	PAINTED PAVEMENT MARKING, DURABLE	STA	18.96	$350.00	$6,636.00
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96	$150.00	$2,844.00
8.03	TEMPORARY TRAFFIC CONTROL	LS	1	$20,000.00	$20,000.00
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	$100.00	$2,000.00
8.05	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8	$300.00	$2,400.00
	SITE WORK AND LANDSCAPING				
9.01	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 0	AC	0.6	$750.00	$450.00
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.6	$2,400.00	$1,440.00
9.03	STABILIZED CONSTRUCTION ENTRANCE	SY	200	$8.00	$1,600.00
9.04	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.2	$3,500.00	$4,200.00
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	16	$200.00	$3,200.00
9.06	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4	$100.00	$400.00
9.07	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48	$40.00	$1,920.00
9.08	INLET PROTECTION DEVICE, AREA INTAKE	EA	2	$150.00	$300.00
	MISCELLANEOUS				
11.01	MOBILIZATION	LS	1	$150,000.00	$150,000.00
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	$6,200.00	$6,200.00
11.03	TEMPORARY GRANULAR SIDEWALK	SY	944	$20.00	$18,880.00
11.04	TEMPORARY PEDESTRIAN RAMP	EA	4	$2,500.00	$10,000.00
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1	$3,000.00	$3,000.00
11.06	ORANGE MESH SAFETY FENCE	LS	1	$20,000.00	$20,000.00

TOTAL AMOUNT BID = **$1,816,990.10**

Bond No. NIA3762

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million Eight Hundred Sixteen Thousand Nine Hundred Ninety and 10/100 DOLLARS ($1,816,990.10), 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 18th day of January, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

SE 3rd STREET UTILITY IMPROVEMENTS – PHASE 1

The SE 3rd Street Utility Improvements – Phase 1 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3rd Street between SE Sharon Drive and SE Trilein Drive.

The improvements include approximately 4,670 SY of 8" thick PCC street pavement, 1,250 LF of sanitary sewer, 1,250 LF of water main, 1,350 LF of storm sewer, 2,400 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, 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 18th day of January, 20 22.

Surety Countersigned By:

Signature of Agent

Abigail R. Mohr
Printed Name of Agent

Arthur J. Gallagher Risk Management Services
Company Name

4200 Corporate Drive, Suite 160
Company Address

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

515-309-6200
Company Telephone Number

PRINCIPAL:

Absolute Concrete Construction, Inc.
Contractor

By:
Signature

Vice President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By:
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.
Company Name

P. O. Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-243-8171
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

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

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

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 23rd day of April , 2021 .

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

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of January , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2022

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 497752997 **REVISION NUMBER:**

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

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

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

Re: SE 3rd Street Utility Improvements - Phase 1 project

The City of Ankeny is an additional insured on a primary and non contributory basis on the General Liability policy per form CG 3085 (10/19) and on the Auto Liability policy per form AP 0401 (10/17).

CERTIFICATE HOLDER

City of Ankeny
220 W 1st St
Ankeny IA 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Insured Contract Extension - Railroad Property and Construction Contracts

M. [X] Construction Project General Aggregate Limits

N. [X] Fellow Employee Coverage

O. [X] Care, Custody or Control

P. [X] Electronic Data Liability Coverage

Q. [X] Consolidated Insurance Program Residual Liability Coverage

R. [X] Automatic Additional Insureds – Managers or Lessors of Premises

S. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

T. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

U. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

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

is deleted and replaced with the following:

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

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

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

1. Your acts or omissions; or

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

C. AUTOMATIC WAIVER OF SUBROGATION

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

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

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

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

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

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

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

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

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

F. BROADENED MOBILE EQUIPMENT

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

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

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

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

H. NONEMPLOYMENT DISCRIMINATION

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

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

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

SECTION V - DEFINITIONS , is amended to include:

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

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

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

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

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

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

I. LIQUOR LIABILITY

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

J. BROADENED CONDITIONS

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

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

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

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

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

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

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

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

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

   a. Property owned, used or occupied by or rented to the additional insured; or

   b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

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

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

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

9. "Insured Contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

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

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

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

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

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

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

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

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

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

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

O. CARE, CUSTODY OR CONTROL

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

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

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

P. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense

incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to **Section V – DEFINITIONS** :

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

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

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

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

Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

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

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

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

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

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

R. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

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

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

This insurance does not apply to:

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

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

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

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

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

T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

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

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

U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

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

1. Your acts or omissions; or

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

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

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

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

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

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

2. Supervisory, inspection or engineering services.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION

IF YOU ARE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, WHICH IS EXECUTED BEFORE A LOSS, TO WAIVE YOUR RIGHTS OF RECOVERY FROM OTHERS, WE AGREE TO WAIVE OUR RIGHTS OF RECOVERY.

THIS WAIVER OF RIGHTS APPLIES TO ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER, BUT SHALL NOT BE CONSTRUED TO BE A WAIVER WITH RESPECT TO ANY OTHER OPERATIONS IN WHICH THE INSURED HAS NO CONTRACTUAL INTEREST.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/03/2021 Policy No. WC3705238 Endorsement No.

Insured **ABSOLUTE CONCRETE CONSTRUCTION**

Premium $ **Incl.**

Insurance Company **BITCO General Insurance Corporation**

Countersigned by _____

WC 00 03 13

© 1983 National Council on Compensation Insurance.

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

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

1 - Broad Form Named Insured
2 - Automatic Waiver of Subrogation
3 - Automatic Additional Insured
4 - Primary and Noncontributory - Other Insurance Condition
5 - Unintentional Failure to Disclose Hazards
6 - Extended Notice of Cancellation, Non-Renewal
7 - When We Do Not Renew
8 - Notice of Knowledge of Accident or Loss
9 - Employees as Insured
10 - Employee Hired Autos
11 - Bodily Injury Extension
12 - Hired Auto Physical Damage
13 - Enhanced Supplementary Payments
14 - Fellow Employee Coverage for Designated Positions
15 - Physical Damage – Transportation Expenses
16 - Rental Reimbursement Coverage
17 - Loan/Lease Gap Coverage
18 - Accidental Air Bag Discharge Coverage
19 - Glass Repair – Waiver of Deductible

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph **d.** is added:

d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

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

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

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS, is amended to add Item **B.9.**:

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

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

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS, Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

(1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments **(2)** and **(4)** are replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

(1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **d.** is added.

d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 30 days.

(c) Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred; or

(2) $50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed $2,500 for any one vehicle or $25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions. This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 Widening - NW Ash Drive to North Ankeny Boulevard (PH 2022-05)

EXECUTIVE SUMMARY:

The NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project includes widening NW 36th Street from a 2-lane urban roadway to a 4-lane urban roadway with left turn lanes from approximately 600 feet west of NW Ash Drive to approximately 600 feet east of North Ankeny Boulevard. The project also includes eastbound right turn lanes on NW 36th Street at NW Ash Drive and North Ankeny Boulevard and a northbound right turn lane on NW Ash Drive at NW 36th Street.

The improvements include replacing the existing traffic signal at North Ankeny Boulevard and adding a new traffic signal at NW Ash Drive, approximately 16,500 SY of 9” thick PCC street pavement, 1,020 SY of 8” PCC street pavement, 2,800 LF of water main, 620 LF of storm sewer, 3,150 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC controllers, conflict monitors, ATC cabinets with accessories, 48V LED modules, and fiber optic hub cabinet for contractor installation.

The bid opening for this project was held on Tuesday, January 11, 2022. Four (4) bids were received as follows:

1. Absolute Concrete Construction, Inc. $3,996,224.75

2. Sternquist Construction $4,209,994.00

3. Concrete Technologies, Inc. $4,298,894.15

4. Alliance Construction Group, LLC $4,849,762.25

The Engineer's Estimate for the project was $3,833,383.00. The bids ranged from approximately 4% above to 26% above the estimate. Public Works staff reviewed the bid results both internally and with the project's engineering consultant. Absolute Concrete Construction, Inc. completed the SE 8th Street Reconstruction - Phase 2 project in 2021 for the City of Ankeny. It is recommended that the project be awarded to Absolute Concrete Construction, Inc. of Slater, Iowa.

Pending project approval and award by the City Council, the Contractor shall fully complete the entire project within one hundred forty (140) working days. The project shall begin no earlier than March 28, 2022 and no later than April 18, 2022.

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 ($3,833,383.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

3. Receive and file the report of bids received on January 11, 2022.

4. Approve Resolution, making award of construction contract to Absolute Concrete Construction, Inc. of Slater, Iowa.

5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of $3,996,224.75.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 20, 2021: The City Council approved a Resolution ordering construction and setting the bid opening date as January 11, 2022, and setting the public hearing date as January 18, 2022.

PUBLIC OUTREACH EFFORTS:

A Project Information Meeting for the adjacent property owners, businesses, and residents was held on September 8, 2021. Property owners, businesses, and residents will receive periodic update letters during the construction phase. Additionally, periodic updates will be posted on the City's interactive construction map website for the general public.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $3,833,383.00; 2) receive and file report of bids received January 11, 2022; 3) adopt RESOLUTION making award of construction contract with Absolute Concrete Construction, Inc. in the amount of $3,996,224.75; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of $3,996,224.75.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
RES - approving contract
Contract-Bond

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NW 36TH STREET WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD", 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 WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD

WHEREAS, on the **20th** day of **December**, **2021**, 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 Widening - NW Ash Drive to North Ankeny Boulevard; 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 18th day of January, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **JANUARY 11, 2021**

NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BLVD

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW 36th Street Widening – NW Ash Drive to North Ankeny Blvd project in accordance with the Plans and Specifications prepared by Snyder & Associates, Inc.

Mark Mueller, Public Works Director

Project Estimate of Cost $3,833,383.00

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1)	✓	Concrete Technologies 1001 SE 37th St Grimes IA 50111	$4,298,894.15	✓
2)	✓	Absolute Concrete PO Box 148 Slater IA 50244	$3,996,224.75	✓
3)	✓	Alliance Construction 9400 Plum Dr. Urbandale, IA	$4,849,762.25	✓
4)	✓	Sternquist 1110 N 14th St Indianola IA	$4,209,994.00	✓
5)				
6)				

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of January 18, 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 Widening - NW Ash Drive to North Ankeny Boulevard
City of Ankeny
Project No.: 120.1005.01
Bid Date/Time: January 11, 2022 at 10:30 AM

				ENGINEER'S ESTIMATE		1 ABSOLUTE CONCRETE CONSTRUCTION INC., SLATER, IA		2 STERNQUIST CONSTRUCTION INDIANOLA, IA		3 CONCRETE TECHNOLOGIES INC. GRIMES, IA		4 ALLIANCE CONSTRUCTION GROUP LLC, URBANDALE, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	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	UNIT	42.5	$ 150.00	$ 6,375.00	$ 155.00	$ 6,587.50	$ 210.00	$ 8,925.00	$ 210.00	$ 8,925.00	$ 225.00	$ 9,562.50
2.2	Topsoil, On-site, 6 Inch Depth	CY	3244	$ 12.00	$ 38,928.00	$ 18.00	$ 58,392.00	$ 18.90	$ 61,311.60	$ 19.00	$ 61,636.00	$ 18.50	$ 60,014.00
2.3	Excavation, Class 10	CY	7125	$ 12.00	$ 85,500.00	$ 10.00	$ 71,250.00	$ 10.50	$ 74,812.50	$ 10.50	$ 74,812.50	$ 10.50	$ 74,812.50
2.4	Subgrade Preparation, 6 Inch Depth	SY	14836	$ 2.50	$ 37,090.00	$ 2.50	$ 37,090.00	$ 2.70	$ 40,057.20	$ 2.60	$ 38,573.60	$ 2.75	$ 40,799.00
2.5	Subgrade Preparation, 12 Inch Depth	SY	5379	$ 4.00	$ 21,516.00	$ 4.00	$ 21,516.00	$ 4.20	$ 22,591.80	$ 4.20	$ 22,591.80	$ 4.25	$ 22,860.75
2.6	Subgrade Treatment, Geogrid, Triangular	SY	2000	$ 6.00	$ 12,000.00	$ 6.00	$ 12,000.00	$ 6.30	$ 12,600.00	$ 6.30	$ 12,600.00	$ 6.25	$ 12,500.00
2.7	Subbase, Modified, 8 Inch Depth	SY	15527	$ 12.00	$ 186,324.00	$ 13.00	$ 201,851.00	$ 13.70	$ 212,719.90	$ 13.50	$ 209,614.50	$ 13.50	$ 209,614.50
2.8	Subbase, Modified, 12 Inch Depth	SY	130	$ 16.00	$ 2,080.00	$ 28.00	$ 3,640.00	$ 29.40	$ 3,822.00	$ 29.50	$ 3,835.00	$ 30.00	$ 3,900.00
2.9	Compaction Testing	LS	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 5,250.00	$ 5,250.00	$ 5,250.00	$ 5,250.00	$ 5,500.00	$ 5,500.00
	TRENCH EXCAVATION AND BACKFILL												
3.1	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 1,500.00	$ 1,500.00	$ 5,250.00	$ 5,250.00	$ 5,250.00	$ 5,250.00	$ 16,000.00	$ 16,000.00
	SEWERS AND DRAINS												
4.1	Storm Sewer, Trenched, RCP, 15 Inch Diameter	LF	448	$ 100.00	$ 44,800.00	$ 60.00	$ 26,880.00	$ 138.60	$ 62,092.80	$ 140.00	$ 62,720.00	$ 135.00	$ 60,480.00
4.2	Storm Sewer, Trenched, RCP, 24 Inch Diameter	LF	16	$ 150.00	$ 2,400.00	$ 100.00	$ 1,600.00	$ 186.90	$ 2,990.40	$ 190.00	$ 3,040.00	$ 185.00	$ 2,960.00
4.3	Storm Sewer, Trenched, RCP, 30 Inch Diameter	LF	132	$ 200.00	$ 26,400.00	$ 110.00	$ 14,520.00	$ 217.40	$ 28,696.80	$ 215.00	$ 28,380.00	$ 215.00	$ 28,380.00
4.4	Storm Sewer, Trenched, RCP, 36 Inch Diameter	LF	16	$ 250.00	$ 4,000.00	$ 120.00	$ 1,920.00	$ 363.30	$ 5,812.80	$ 365.00	$ 5,840.00	$ 360.00	$ 5,760.00
4.5	Storm Sewer, Trenched, RCAP, 29 Inch x 18 Inch Diameter	LF	8	$ 225.00	$ 1,800.00	$ 150.00	$ 1,200.00	$ 396.90	$ 3,175.20	$ 400.00	$ 3,200.00	$ 390.00	$ 3,120.00
4.6	Removal of Storm Sewer, Less Than 36 Inch Diameter	LF	440	$ 30.00	$ 13,200.00	$ 20.00	$ 8,800.00	$ 37.80	$ 16,632.00	$ 38.00	$ 16,720.00	$ 37.00	$ 16,280.00
4.7	Subdrain, Corrugated PVC, Type 1, 6 Inch Diameter	LF	3153	$ 20.00	$ 63,060.00	$ 12.00	$ 37,836.00	$ 25.20	$ 79,455.60	$ 13.00	$ 40,989.00	$ 19.00	$ 59,907.00
4.8	Subdrain Cleanout, Type A-1, 6 Inch Diameter	EA	1	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 1,155.00	$ 1,155.00	$ 450.00	$ 450.00	$ 675.00	$ 675.00
4.9	Subdrain Outlets and Connections, Outlet to Structure	EA	38	$ 350.00	$ 13,300.00	$ 350.00	$ 13,300.00	$ 313.00	$ 11,894.00	$ 370.00	$ 14,060.00	$ 475.00	$ 18,050.00
	WATER MAIN AND APPURTENANCES												
5.1	Water Main, Trenched, PVC, 12 Inch Diameter	LF	2615	$ 80.00	$ 209,200.00	$ 80.00	$ 209,200.00	$ 94.50	$ 247,117.50	$ 95.00	$ 248,425.00	$ 92.00	$ 240,580.00
5.2	Water Main, Trenched, PVC, 10 Inch Diameter	LF	40	$ 100.00	$ 4,000.00	$ 75.00	$ 3,000.00	$ 96.60	$ 3,864.00	$ 96.50	$ 3,860.00	$ 95.00	$ 3,800.00
5.3	Water Main, Trenched, PVC, 8 Inch Diameter	LF	85	$ 100.00	$ 8,500.00	$ 70.00	$ 5,950.00	$ 86.10	$ 7,318.50	$ 86.00	$ 7,310.00	$ 85.00	$ 7,225.00
5.4	Water Main, Trenchless, PVC, 10 Inch Diameter	LF	50	$ 200.00	$ 10,000.00	$ 300.00	$ 15,000.00	$ 247.80	$ 12,390.00	$ 250.00	$ 12,500.00	$ 250.00	$ 12,500.00
5.5	Fitting, By Weight	LB	1858	$ 15.00	$ 27,870.00	$ 12.00	$ 22,296.00	$ 16.80	$ 31,214.40	$ 17.00	$ 31,586.00	$ 20.00	$ 37,160.00
5.6	Valve, Gate, 12 Inch Diameter	EA	4	$ 3,000.00	$ 12,000.00	$ 4,000.00	$ 16,000.00	$ 4,620.00	$ 18,480.00	$ 4,620.00	$ 18,480.00	$ 4,500.00	$ 18,000.00
5.7	Valve, Gate, 10 Inch Diameter	EA	1	$ 2,500.00	$ 2,500.00	$ 3,500.00	$ 3,500.00	$ 3,465.00	$ 3,465.00	$ 3,465.00	$ 3,465.00	$ 3,500.00	$ 3,500.00
5.8	Valve, Gate, 8 Inch Diameter	EA	1	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 2,415.00	$ 2,415.00	$ 2,415.00	$ 2,415.00	$ 2,400.00	$ 2,400.00
5.9	Valve, Gate, 6 Inch Diameter, Auxiliary	EA	1	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 1,680.00	$ 1,680.00	$ 1,680.00	$ 1,680.00	$ 1,700.00	$ 1,700.00
5.10	Tapping Valve Assembly, 10 Inch	EA	1	$ 4,500.00	$ 4,500.00	$ 7,500.00	$ 7,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00
5.11	Service Saddle Tap, 2 Inch Diameter	EA	1	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00
5.12	Fire Hydrant Assembly	EA	2	$ 6,500.00	$ 13,000.00	$ 5,500.00	$ 11,000.00	$ 7,035.00	$ 14,070.00	$ 7,035.00	$ 14,070.00	$ 7,000.00	$ 14,000.00
5.13	Valve Box Extension	EA	4	$ 500.00	$ 2,000.00	$ 500.00	$ 2,000.00	$ 1,050.00	$ 4,200.00	$ 1,050.00	$ 4,200.00	$ 1,100.00	$ 4,400.00
5.14	Fire Hydrant Adjustment	EA	1	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 6,405.00	$ 6,405.00	$ 6,405.00	$ 6,405.00	$ 6,400.00	$ 6,400.00
5.15	Valve Removal	EA	2	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 1,050.00	$ 2,100.00	$ 1,050.00	$ 2,100.00	$ 1,100.00	$ 2,200.00
5.16	Removal of Water Main, Less Than or Equal to 12 Inch Diameter	LF	77	$ 25.00	$ 1,925.00	$ 20.00	$ 1,540.00	$ 49.50	$ 3,811.50	$ 49.50	$ 3,811.50	$ 49.00	$ 3,773.00
5.17	Filling and Plugging Water Main, 12 Inch Diameter	LF	93	$ 25.00	$ 2,325.00	$ 50.00	$ 4,650.00	$ 38.90	$ 3,617.70	$ 39.00	$ 3,627.00	$ 38.00	$ 3,534.00
5.18	Fire Hydrant Removal	EA	2	$ 1,000.00	$ 2,000.00	$ 500.00	$ 1,000.00	$ 1,890.00	$ 3,780.00	$ 1,890.00	$ 3,780.00	$ 2,000.00	$ 4,000.00
5.19	Reinstall Fire Hydrant	EA	2	$ 3,000.00	$ 6,000.00	$ 1,500.00	$ 3,000.00	$ 2,205.00	$ 4,410.00	$ 2,205.00	$ 4,410.00	$ 2,200.00	$ 4,400.00
5.20	Irrigation Sleeving, Trenchless HDPE, 3 Inch Diameter	LF	445	$ 45.00	$ 20,025.00	$ 45.00	$ 20,025.00	$ 60.00	$ 26,700.00	$ 26.50	$ 11,792.50	$ 65.00	$ 28,925.00
5.21	12 Inch Ground Box	EA	4	$ 600.00	$ 2,400.00	$ 1,000.00	$ 4,000.00	$ 600.00	$ 2,400.00	$ 630.00	$ 2,520.00	$ 600.00	$ 2,400.00
	STRUCTURES FOR SANITARY AND STORM												
6.1	Manhole, SW-401, 48 Inch Diameter	EA	4	$ 4,500.00	$ 18,000.00	$ 3,500.00	$ 14,000.00	$ 6,300.00	$ 25,200.00	$ 6,300.00	$ 25,200.00	$ 6,300.00	$ 25,200.00
6.2	Manhole, SW-401, 60 Inch Diameter	EA	2	$ 6,000.00	$ 12,000.00	$ 5,000.00	$ 10,000.00	$ 9,135.00	$ 18,270.00	$ 9,135.00	$ 18,270.00	$ 9,000.00	$ 18,000.00
6.3	Manhole, SW-401, 72 Inch Diameter	EA	1	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 14,700.00	$ 14,700.00	$ 14,770.00	$ 14,770.00	$ 14,500.00	$ 14,500.00
6.4	Intake, SW-501	EA	4	$ 4,000.00	$ 16,000.00	$ 3,000.00	$ 12,000.00	$ 4,830.00	$ 19,320.00	$ 4,830.00	$ 19,320.00	$ 4,800.00	$ 19,200.00
6.5	Intake, SW-502, Top	EA	1	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 3,675.00	$ 3,675.00	$ 3,675.00	$ 3,675.00	$ 3,600.00	$ 3,600.00
6.6	Intake, SW-503	EA	2	$ 5,000.00	$ 10,000.00	$ 4,500.00	$ 9,000.00	$ 8,190.00	$ 16,380.00	$ 8,190.00	$ 16,380.00	$ 8,000.00	$ 16,000.00
6.7	Intake, SW-505	EA	6	$ 6,000.00	$ 36,000.00	$ 4,000.00	$ 24,000.00	$ 7,350.00	$ 44,100.00	$ 7,350.00	$ 44,100.00	$ 7,300.00	$ 43,800.00
6.8	Intake, SW-506, Modified	EA	1	$ 8,000.00	$ 8,000.00	$ 8,500.00	$ 8,500.00	$ 15,225.00	$ 15,225.00	$ 15,225.00	$ 15,225.00	$ 15,000.00	$ 15,000.00
6.9	Intake Adjustment, Minor	EA	7	$ 1,500.00	$ 10,500.00	$ 500.00	$ 3,500.00	$ 2,625.00	$ 18,375.00	$ 2,625.00	$ 18,375.00	$ 2,600.00	$ 18,200.00
6.10	Manhole Adjustment, Major	EA	3	$ 3,500.00	$ 10,500.00	$ 1,500.00	$ 4,500.00	$ 7,560.00	$ 22,680.00	$ 7,560.00	$ 22,680.00	$ 7,500.00	$ 22,500.00
6.11	Intake Adjustment, Major	EA	3	$ 3,500.00	$ 10,500.00	$ 1,500.00	$ 4,500.00	$ 5,460.00	$ 16,380.00	$ 5,460.00	$ 16,380.00	$ 5,500.00	$ 16,500.00
6.12	Connection to Existing Intake	EA	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 6,825.00	$ 6,825.00	$ 6,825.00	$ 6,825.00	$ 6,800.00	$ 6,800.00
6.13	Remove Manhole	EA	4	$ 1,000.00	$ 4,000.00	$ 1,500.00	$ 6,000.00	$ 2,310.00	$ 9,240.00	$ 2,310.00	$ 9,240.00	$ 2,300.00	$ 9,200.00
6.14	Remove Intake	EA	11	$ 1,000.00	$ 11,000.00	$ 1,500.00	$ 16,500.00	$ 2,100.00	$ 23,100.00	$ 2,100.00	$ 23,100.00	$ 2,100.00	$ 23,100.00
	STREETS AND RELATED WORK												
7.1	Pavement, PCC, Class C-SUD, 9 Inch Depth	SY	16445	$ 70.00	$ 1,151,150.00	$ 80.00	$ 1,315,600.00	$ 75.00	$ 1,233,375.00	$ 82.75	$ 1,360,823.75	$ 90.00	$ 1,480,050.00
7.2	Pavement, PCC, Class C-SUD, 8 Inch Depth	SY	1003	$ 68.00	$ 68,204.00	$ 85.00	$ 85,255.00	$ 90.00	$ 90,270.00	$ 103.75	$ 104,061.25	$ 95.00	$ 95,285.00
7.3	Curb and Gutter, 2.5 Foot Width, 9 Inch Thickness	LF	45	$ 40.00	$ 1,800.00	$ 80.00	$ 3,600.00	$ 83.50	$ 3,757.50	$ 38.00	$ 1,710.00	$ 54.00	$ 2,430.00
7.4	Beam Curb	LF	337	$ 40.00	$ 13,480.00	$ 30.00	$ 10,110.00	$ 34.50	$ 11,626.50	$ 31.50	$ 10,615.50	$ 71.00	$ 23,927.00
7.5	Concrete Median, 6 Inch Depth	SY	669	$ 100.00	$ 66,900.00	$ 80.00	$ 53,520.00	$ 87.10	$ 58,269.90	$ 73.50	$ 49,171.50	$ 105.00	$ 70,245.00
7.6	Concrete Median, Doweled, 6 Inch Depth	SY	154	$ 100.00	$ 15,400.00	$ 150.00	$ 23,100.00	$ 107.10	$ 16,493.40	$ 84.00	$ 12,936.00	$ 180.00	$ 27,720.00
7.7	PCC Pavement Samples and Testing	LS	1	$ 25,000.00	$ 25,000.00	$ 16,000.00	$ 16,000.00	$ 10,000.00	$ 10,000.00	$ 11,025.00	$ 11,025.00	$ 35,000.00	$ 35,000.00
7.8	Removal of Sidewalk	SY	2089	$ 10.00	$ 20,890.00	$ 12.00	$ 25,068.00	$ 12.60	$ 26,321.40	$ 12.50	$ 26,112.50	$ 12.50	$ 26,112.50
7.9	Removal of Driveway	SY	1759	$ 15.00	$ 26,385.00	$ 12.00	$ 21,108.00	$ 12.60	$ 22,163.40	$ 12.50	$ 21,987.50	$ 12.50	$ 21,987.50
7.10	Sidewalk, PCC, 6 Inch Depth	SY	267	$ 75.00	$ 20,025.00	$ 60.00	$ 16,020.00	$ 100.10	$ 26,726.70	$ 54.50	$ 14,551.50	$ 73.00	$ 19,491.00
7.11	Sidewalk, PCC, 5 Inch Depth	SY	990	$ 55.00	$ 54,450.00	$ 50.00	$ 49,500.00	$ 41.60	$ 41,184.00	$ 52.50	$ 51,975.00	$ 68.00	$ 67,320.00
7.12	Sidewalk, PCC, 4 Inch Depth	SY	809	$ 50.00	$ 40,450.00	$ 50.00	$ 40,450.00	$ 38.10	$ 30,822.90	$ 48.50	$ 39,236.50	$ 63.00	$ 50,967.00
7.13	Sidewalk, PCC, Colored and Textured Concrete, 6 Inch	SY	185	$ 125.00	$ 23,125.00	$ 150.00	$ 27,750.00	$ 189.00	$ 34,965.00	$ 157.50	$ 29,137.50	$ 165.00	$ 30,525.00
7.14	Detectable Warning, Galvanized Steel	SF	415	$ 60.00	$ 24,900.00	$ 55.00	$ 22,825.00	$ 52.50	$ 21,787.50	$ 52.50	$ 21,787.50	$ 52.00	$ 21,580.00
7.15	Driveway, Paved, PCC, 7 Inch Depth	SY	808	$ 60.00	$ 48,480.00	$ 80.00	$ 64,640.00	$ 53.40	$ 43,147.20	$ 63.00	$ 50,904.00	$ 75.00	$ 60,600.00
7.16	Driveway, Granular, 6 Inch	TON	25	$ 50.00	$ 1,250.00	$ 45.00	$ 1,125.00	$ 47.30	$ 1,182.50	$ 47.50	$ 1,187.50	$ 50.00	$ 1,250.00
7.17	Pavement Removal	SY	3004	$ 12.00	$ 36,048.00	$ 16.00	$ 48,064.00	$ 16.80	$ 50,467.20	$ 17.00	$ 51,068.00	$ 17.00	$ 51,068.00
7.18	Curb and Gutter Removal	LF	3461	$ 10.00	$ 34,610.00	$ 20.00	$ 69,220.00	$ 21.00	$ 72,681.00	$ 21.00	$ 72,681.00	$ 21.00	$ 72,681.00
	TRAFFIC CONTROL												
8.1	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1	$ 220,000.00	$ 220,000.00	$ 230,000.00	$ 230,000.00	$ 233,900.00	$ 233,900.00	$ 233,875.00	$ 233,875.00	$ 260,000.00	$ 260,000.00
8.2	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LS	1	$ 275,000.00	$ 275,000.00	$ 255,000.00	$ 255,000.00	$ 260,400.00	$ 260,400.00	$ 260,400.00	$ 260,400.00	$ 275,000.00	$ 275,000.00
8.3	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1	$ 15,000.00	$ 15,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 5,775.00	$ 5,775.00	$ 5,700.00	$ 5,700.00
8.4	Painted Pavement Markings, Durable	STA	243	$ 125.00	$ 30,375.00	$ 100.00	$ 24,300.00	$ 105.00	$ 25,515.00	$ 105.00	$ 25,515.00	$ 130.00	$ 31,590.00
8.5	Wet, Retroreflective Removable Tape Markings	STA	44	$ 200.00	$ 8,800.00	$ 140.00	$ 6,160.00	$ 147.00	$ 6,468.00	$ 147.00	$ 6,468.00	$ 230.00	$ 10,120.00
8.6	Painted Symbols and Legends, Durable	EA	32	$ 225.00	$ 7,200.00	$ 225.00	$ 7,200.00	$ 236.30	$ 7,561.60	$ 236.00	$ 7,552.00	$ 165.00	$ 5,280.00
8.7	Raised Pavement Markers	EA	245	$ 25.00	$ 6,125.00	$ 9.50	$ 2,327.50	$ 10.00	$ 2,450.00	$ 10.00	$ 2,450.00	$ 11.00	$ 2,695.00
8.8	Pavement Markings Removed	STA	147	$ 100.00	$ 14,700.00	$ 85.00	$ 12,495.00	$ 90.00	$ 13,230.00	$ 89.50	$ 13,156.50	$ 42.00	$ 6,174.00
8.9	Symbols and Legends Removed	EA	11	$ 200.00	$ 2,200.00	$ 125.00	$ 1,375.00	$ 132.00	$ 1,452.00	$ 131.50	$ 1,446.50	$ 105.00	$ 1,155.00
8.10	Grooves Cut for Pavement Markings	STA	200	$ 50.00	$ 10,000.00	$ 85.00	$ 17,000.00	$ 90.00	$ 18,000.00	$ 89.50	$ 17,900.00	$ 57.00	$ 11,400.00
8.11	Grooves Cut for Symbols and Legends	EA	32	$ 125.00	$ 4,000.00	$ 125.00	$ 4,000.00	$ 132.00	$ 4,224.00	$ 131.50	$ 4,208.00	$ 126.00	$ 4,032.00
8.12	Temporary Traffic Control	LS	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 42,000.00	$ 42,000.00	$ 42,000.00	$ 42,000.00	$ 90,000.00	$ 90,000.00
8.13	Flagger	CDAY	30	$ 550.00	$ 16,500.00	$ 750.00	$ 22,500.00	$ 1,050.00	$ 31,500.00	$ 620.00	$ 18,600.00	$ 750.00	$ 22,500.00
8.14	Portable Dynamic Message Sign (PDMS)	CDAY	70	$ 300.00	$ 21,000.00	$ 100.00	$ 7,000.00	$ 105.00	$ 7,350.00	$ 105.00	$ 7,350.00	$ 170.00	$ 11,900.00
8.15	Fiber Optic Cable, 96-CNT	LF	3130	$ 3.50	$ 10,955.00	$ 3.00	$ 9,390.00	$ 3.20	$ 10,016.00	$ 3.20	$ 10,016.00	$ 3.25	$ 10,172.50
8.16	Conduit, Fiber Optic, Blue HDPE, 2 Inch Diameter	LF	2660	$ 14.00	$ 37,240.00	$ 12.00	$ 31,920.00	$ 12.60	$ 33,516.00	$ 12.50	$ 33,250.00	$ 12.50	$ 33,250.00
8.17	Fiber Optic Splice	EA	102	$ 65.00	$ 6,630.00	$ 55.00	$ 5,610.00	$ 57.80	$ 5,895.60	$ 58.00	$ 5,916.00	$ 60.00	$ 6,120.00
8.18	Type III Handhole, 36 Inch x 24 Inch x 30 Inch	EA	1	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00	$ 1,260.00	$ 1,260.00	$ 1,260.00	$ 1,260.00	$ 1,250.00	$ 1,250.00
8.19	Type IV Handhole, 48 Inch x 30 Inch x 36 Inch	EA	3	$ 2,000.00	$ 6,000.00	$ 1,500.00	$ 4,500.00	$ 1,575.00	$ 4,725.00	$ 1,575.00	$ 4,725.00	$ 1,600.00	$ 4,800.00
8.20	Splice Case	EA	1	$ 1,000.00	$ 1,000.00	$ 650.00	$ 650.00	$ 682.50	$ 682.50	$ 685.00	$ 685.00	$ 675.00	$ 675.00
8.21	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	1	$ 800.00	$ 800.00	$ 121.00	$ 121.00	$ 128.00	$ 128.00	$ 127.00	$ 127.00	$ 125.00	$ 125.00
8.22	Fiber Enclosure, 4 Panel Capacity, CCH-02U	EA	1	$ 1,000.00	$ 1,000.00	$ 450.00	$ 450.00	$ 472.50	$ 472.50	$ 475.00	$ 475.00	$ 475.00	$ 475.00
8.23	CCH Panel, 12 Ct, CCH-CP12-A9-P03RH	EA	1	$ 700.00	$ 700.00	$ 550.00	$ 550.00	$ 577.50	$ 577.50	$ 575.00	$ 575.00	$ 575.00	$ 575.00
8.24	CCH Cassette, 12 Ct, CCH-CS12-A9-POORE	EA	3	$ 700.00	$ 2,100.00	$ 498.00	$ 1,494.00	$ 522.90	$ 1,568.70	$ 525.00	$ 1,575.00	$ 525.00	$ 1,575.00
8.25	Fiber Hub Cabinet Footing	EA	1	$ 2,000.00	$ 2,000.00	$ 1,800.00	$ 1,800.00	$ 1,890.00	$ 1,890.00	$ 1,890.00	$ 1,890.00	$ 1,900.00	$ 1,900.00
8.26	Fiber Hub Cabinet, 12" Riser	LS	1	$ 2,000.00	$ 2,000.00	$ 950.00	$ 950.00	$ 997.50	$ 997.50	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
8.27	Traffic Signs, Removals and Installation	LS	1	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 15,750.00	$ 15,750.00	$ 15,750.00	$ 15,750.00	$ 9,500.00	$ 9,500.00
	SITE WORK AND LANDSCAPING												
9.1	Conventional Seeding and Fertilizing, Type 4	AC	3.6	$ 1,500.00	$ 5,400.00	$ 750.00	$ 2,700.00	$ 367.50	$ 1,323.00	$ 370.00	$ 1,332.00	$ 375.00	$ 1,350.00
9.2	Conventional Seeding and Fertilizing, Type 6	AC	3.6	$ 1,500.00	$ 5,400.00	$ 2,500.00	$ 9,000.00	$ 1,995.00	$ 7,182.00	$ 1,995.00	$ 7,182.00	$ 2,000.00	$ 7,200.00
9.3	Sod	SQ	9	$ 100.00	$ 900.00	$ 200.00	$ 1,800.00	$ 80.00	$ 720.00	$ 79.00	$ 711.00	$ 200.00	$ 1,800.00
9.4	Filter Sock, 9 Inch Diameter	LF	5435	$ 4.00	$ 21,740.00	$ 2.75	$ 14,946.25	$ 1.90	$ 10,326.50	$ 1.85	$ 10,054.75	$ 2.00	$ 10,870.00
9.5	Filter Socks, Removal	LF	5435	$ 1.50	$ 8,152.50	$ 0.50	$ 2,717.50	$ 0.30	$ 1,630.50	$ 0.30	$ 1,630.50	$ 0.50	$ 2,717.50
9.6	Erosion Control Mulching, Hydromulching, BFM	AC	7.2	$ 3,500.00	$ 25,200.00	$ 3,500.00	$ 25,200.00	$ 3,465.00	$ 24,948.00	$ 3,465.00	$ 24,948.00	$ 3,500.00	$ 25,200.00
9.7	Inlet Protection Device, Surface-Applied	EA	28	$ 200.00	$ 5,600.00	$ 185.00	$ 5,180.00	$ 157.50	$ 4,410.00	$ 160.00	$ 4,480.00	$ 175.00	$ 4,900.00
9.8	Inlet Protection Device, Drop-in	EA	38	$ 200.00	$ 7,600.00	$ 200.00	$ 7,600.00	$ 157.50	$ 5,985.00	$ 160.00	$ 6,080.00	$ 175.00	$ 6,650.00
9.9	Inlet Protection Device, Maintenance	EA	76	$ 50.00	$ 3,800.00	$ 40.00	$ 3,040.00	$ 47.30	$ 3,594.80	$ 50.00	$ 3,800.00	$ 50.00	$ 3,800.00
9.10	Combined Concrete Sidewalk and Retaining Wall	CY	39	$ 800.00	$ 31,200.00	$ 450.00	$ 17,550.00	$ 1,050.00	$ 40,950.00	$ 1,315.00	$ 51,285.00	$ 800.00	$ 31,200.00
	MISCELLANEOUS												
11.1	Mobilization	LS	1	$ 200,000.50	$ 200,000.50	$ 280,000.00	$ 280,000.00	$ 232,000.00	$ 232,000.00	$ 242,750.00	$ 242,750.00	$ 450,000.00	$ 450,000.00
11.2	Temporary Granular Sidewalk	SY	300	$ 40.00	$ 12,000.00	$ 20.00	$ 6,000.00	$ 21.00	$ 6,300.00	$ 21.00	$ 6,300.00	$ 21.00	$ 6,300.00
11.3	Concrete Washout, Roll-off Container	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 9,000.00	$ 9,000.00	$ 8,765.00	$ 8,765.00	$ 10,000.00	$ 10,000.00
11.4	Remove, Salvage, and Relocate Mailbox	EA	2	$ 1,000.00	$ 2,000.00	$ 1,750.00	$ 3,500.00	$ 1,000.00	$ 2,000.00	$ 750.00	$ 1,500.00	$ 1,100.00	$ 2,200.00
			TOTAL BID:		$ 3,833,383.00		$ 3,996,224.75		$ 4,209,994.00		$ 4,298,894.15		$ 4,849,762.25
			BID SECURITY:				10%		10%		10%		10%

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW 36TH STREET WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD", 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 WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD

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 Widening - NW Ash Drive to North Ankeny Boulevard, described in the plans and specifications heretofore adopted by this Council on January 18, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Absolute Concrete Construction Inc.** of **Slater, Iowa**

Amount of bid: **$3,996,224.75**

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 18th day of January, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW 36TH STREET WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD", 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 WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD

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 Widening - NW Ash Drive to North Ankeny Boulevard, 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: **Absolute Concrete Construction, Inc.** of **Slater, Iowa**

Amount of bid: **$3,996,224.75**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **18th** day of **January**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 18th day of January, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Concrete Construction Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD

The NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project includes widening NW 36th Street from a 2-lane urban roadway to a 4-lane urban roadway with left turn lanes from approximately 600 feet west of NW Ash Drive to approximately 600 feet east of North Ankeny Boulevard. The project also includes eastbound right turn lanes on NW 36th Street at NW Ash Drive and North Ankeny Boulevard and a northbound right turn lane on NW Ash Drive at NW 36th Street.

The improvements include replacing the existing traffic signal at North Ankeny Boulevard and adding a new traffic signal at NW Ash Drive, approximately 16,500 SY of 9" thick PCC street pavement, 1,020 SY of 8" PCC street pavement, 2,800 LF of water main, 620 LF of storm sewer, 3,150 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC controllers, conflict monitors, ATC cabinets with accessories, 48V LED modules, and fiber optic hub cabinet for contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of THREE MILLION NINE HUNDRED NINETY SIX THOUSAND TWO HUNDRED TWENTY FOUR DOLLARS AND 75 CENTS ($3,996,224.75), 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 **one hundred forty (140) working days.** Full completion for the overall project shall be defined as all utility, grading, pavement, and traffic signalization 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, Five Hundred Dollars ($1,500.00) per working day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Absolute Concrete Construction, Inc.
Contractor

By: _____
Signature

Vice President
Title

1000 W. 6th Ave.
Street Address

Slater, IA 50244
City, State, Zip Code

515-497-6140
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 8 6 0 - 6 2 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Story County)

On this 12 day of January, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Drew Roberts and _____, to me known, who, being by me duly sworn, did say that they are the Vice President, 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 Drew Roberts and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
JOHN ELI HARTOG
Commission Number 809747
My Commission Expires
03.28.24

Eli Hartog
Notary Public in and for the State of Iowa
My commission expires March 28, 2024

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				
2.01	Clearing and Grubbing	UNIT	42.5	$ 155.00	$ 6,587.50
2.02	Topsoil, On-site, 6 Inch Depth	CY	3,244	$ 18.00	$ 58,392.00
2.03	Excavation, Class 10	CY	7,125	$ 10.00	$ 71,250.00
2.04	Subgrade Preparation, 6 Inch Depth	SY	14,836	$ 2.50	$ 37,090.00
2.05	Subgrade Preparation, 12 Inch Depth	SY	5,379	$ 4.00	$ 21,516.00
2.06	Subgrade Treatment, Geogrid, Triangular	SY	2,000	$ 6.00	$ 12,000.00
2.07	Subbase, Modified, 8 Inch Depth	SY	15,527	$ 13.00	$ 201,851.00
2.08	Subbase, Modified, 12 Inch Depth	SY	130	$ 28.00	$ 3,640.00
2.09	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00
	TRENCH EXCAVATION AND BACKFILL				
3.01	Trench Compaction Testing	LS	1	$ 1,500.00	$ 1,500.00
	SEWERS AND DRAINS				
4.01	Storm Sewer, Trenched, RCP, 15 Inch Diameter	LF	448	$ 60.00	$ 26,880.00
4.02	Storm Sewer, Trenched, RCP, 24 Inch Diameter	LF	16	$ 100.00	$ 1,600.00
4.03	Storm Sewer, Trenched, RCP, 30 Inch Diameter	LF	132	$ 110.00	$ 14,520.00
4.04	Storm Sewer, Trenched, RCP, 36 Inch Diameter	LF	16	$ 120.00	$ 1,920.00
4.05	Storm Sewer, Trenched, RCAP, 29 Inch x 18 Inch Diameter	LF	8	$ 150.00	$ 1,200.00
4.06	Removal of Storm Sewer, Less Than 36 Inch Diameter	LF	440	$ 20.00	$ 8,800.00
4.07	Subdrain, Corrugated PVC, Type 1, 6 Inch Diameter	LF	3,153	$ 12.00	$ 37,836.00
4.08	Subdrain Cleanout, Type A-1, 6 Inch Diameter	EA	1	$ 500.00	$ 500.00
4.09	Subdrain Outlets and Connections, Outlet to Structure	EA	38	$ 350.00	$ 13,300.00
	WATER MAINS AND APPURTENANCES				
5.01	Water Main, Trenched, PVC, 12 Inch Diameter	LF	2,615	$ 80.00	$ 209,200.00

5.02	Water Main, Trenched, PVC, 10 Inch Diameter	LF	40	$ 75.00	$ 3,000.00
5.03	Water Main, Trenched, PVC, 8 Inch Diameter	LF	85	$ 70.00	$ 5,950.00
5.04	Water Main, Trenchless, PVC, 10 Inch Diameter	LF	50	$ 300.00	$ 15,000.00
5.05	Fitting, By Weight	LB	1,858	$ 12.00	$ 22,296.00
5.06	Valve, Gate, 12 Inch Diameter	EA	4	$ 4,000.00	$ 16,000.00
5.07	Valve, Gate, 10 Inch Diameter	EA	1	$ 3,500.00	$ 3,500.00
5.08	Valve, Gate, 8 Inch Diameter	EA	1	$ 3,000.00	$ 3,000.00
5.09	Valve, Gate, 6 Inch Diameter, Auxiliary	EA	1	$ 2,500.00	$ 2,500.00
5.10	Tapping Valve Assembly, 10 Inch	EA	1	$ 7,500.00	$ 7,500.00
5.11	Service Saddle Tap, 2 Inch Diameter	EA	1	$ 2,500.00	$ 2,500.00
5.12	Fire Hydrant Assembly	EA	2	$ 5,500.00	$ 11,000.00
5.13	Valve Box Extension	EA	4	$ 500.00	$ 2,000.00
5.14	Fire Hydrant Adjustment	EA	1	$ 1,500.00	$ 1,500.00
5.15	Valve Removal	EA	2	$ 500.00	$ 1,000.00
5.16	Removal of Water Main, Less Than or Equal to 12 Inch Diameter	LF	77	$ 20.00	$ 1,540.00
5.17	Filling and Plugging Water Main, 12 Inch Diameter	LF	93	$ 50.00	$ 4,650.00
5.18	Fire Hydrant Removal	EA	2	$ 500.00	$ 1,000.00
5.19	Reinstall Fire Hydrant	EA	2	$ 1,500.00	$ 3,000.00
5.20	Irrigation Sleeving, Trenchless HDPE, 3 Inch Diameter	EA	445	$ 45.00	$ 20,025.00
5.21	12 Inch Ground Box	EA	4	$ 1,000.00	$ 4,000.00
	STRUCTURES FOR SANITARY & STORM SEWERS				
6.01	Manhole, SW-401, 48 Inch Diameter	EA	4	$ 3,500.00	$ 14,000.00
6.02	Manhole, SW-401, 60 Inch Diameter	EA	2	$ 5,000.00	$ 10,000.00
6.03	Manhole, SW-401, 72 Inch Diameter	EA	1	$ 8,000.00	$ 8,000.00
6.04	Intake, SW-501	EA	4	$ 3,000.00	$ 12,000.00
6.05	Intake, SW-502, Top	EA	1	$ 2,500.00	$ 2,500.00
6.06	Intake, SW-503	EA	2	$ 4,500.00	$ 9,000.00
6.07	Intake, SW-505	EA	6	$ 4,000.00	$ 24,000.00
6.08	Intake, SW-506, Modified	EA	1	$ 8,500.00	$ 8,500.00
6.09	Intake Adjustment, Minor	EA	7	$ 500.00	$ 3,500.00
6.10	Manhole Adjustment, Major	EA	3	$ 1,500.00	$ 4,500.00

6.11	Intake Adjustment, Major	EA	3	$ 1,500.00	$ 4,500.00
6.12	Connection to Existing Intake	EA	1	$ 1,500.00	$ 1,500.00
6.13	Remove Manhole	EA	4	$ 1,500.00	$ 6,000.00
6.14	Remove Intake	EA	11	$ 1,500.00	$ 16,500.00
	STREETS & RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9 Inch Depth	SY	16,445	$ 80.00	$ 1,315,600.00
7.02	Pavement, PCC, Class C-SUD, 8 Inch Depth	SY	1,003	$ 85.00	$ 85,255.00
7.03	Curb and Gutter, 2.5 Foot Width, 9 Inch Thickness	LF	45	$ 80.00	$ 3,600.00
7.04	Beam Curb	LF	337	$ 30.00	$ 10,110.00
7.05	Concrete Median, 6 Inch Depth	SY	669	$ 80.00	$ 53,520.00
7.06	Concrete Median, Doweled, 6 Inch Depth	SY	154	$ 150.00	$ 23,100.00
7.07	PCC Pavement Samples and Testing	LS	1	$ 16,000.00	$ 16,000.00
7.08	Removal of Sidewalk	SY	2,089	$ 12.00	$ 25,068.00
7.09	Removal of Driveway	SY	1,759	$ 12.00	$ 21,108.00
7.10	Sidewalk, PCC, 6 Inch Depth	SY	267	$ 60.00	$ 16,020.00
7.11	Sidewalk, PCC, 5 Inch Depth	SY	990	$ 50.00	$ 49,500.00
7.12	Sidewalk, PCC, 4 Inch Depth	SY	809	$ 50.00	$ 40,450.00
7.13	Sidewalk, PCC, Colored and Textured Concrete, 6 Inch	SY	185	$ 150.00	$ 27,750.00
7.14	Detectable Warning, Galvanized Steel	SF	415	$ 55.00	$ 22,825.00
7.15	Driveway, Paved, PCC, 7 Inch Depth	SY	808	$ 80.00	$ 64,640.00
7.16	Driveway, Granular, 6 Inch	TON	25	$ 45.00	$ 1,125.00
7.17	Pavement Removal	SY	3,004	$ 16.00	$ 48,064.00
7.18	Curb and Gutter Removal	LF	3,461	$ 20.00	$ 69,220.00
	TRAFFIC				
8.01	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1	$ 230,000.00	$ 230,000.00
8.02	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LS	1	$ 255,000.00	$ 255,000.00
8.03	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1	$ 6,000.00	$ 6,000.00
8.04	Painted Pavement Markings, Durable	STA	243	$ 100.00	$ 24,300.00
8.05	Wet, Retroreflective Removable Tape Markings	STA	44	$ 140.00	$ 6,160.00
8.06	Painted Symbols and Legends, Durable	EA	32	$ 225.00	$ 7,200.00
8.07	Raised Pavement Markers	EA	245	$ 9.50	$ 2,327.50

8.08	Pavement Markings Removed	STA	147	$ 85.00	$ 12,495.00
8.09	Symbols and Legends Removed	EA	11	$ 125.00	$ 1,375.00
8.10	Grooves Cut for Pavement Markings	STA	200	$ 85.00	$ 17,000.00
8.11	Grooves Cut for Symbols and Legends	EA	32	$ 125.00	$ 4,000.00
8.12	Temporary Traffic Control	LS	1	$ 50,000.00	$ 50,000.00
8.13	Flagger	CDAY	30	$ 750.00	$ 22,500.00
8.14	Portable Dynamic Message Sign (PDMS)	CDAY	70	$ 100.00	$ 7,000.00
8.15	Fiber Optic Cable, 96-CNT	LF	3,130	$ 3.00	$ 9,390.00
8.16	Conduit, Fiber Optic, Blue HDPE, 2 Inch Diameter	LF	2,660	$ 12.00	$ 31,920.00
8.17	Fiber Optic Splice	EA	102	$ 55.00	$ 5,610.00
8.18	Type III Handhole, 36 Inch x 24 Inch x 30 Inch	EA	1	$ 1,200.00	$ 1,200.00
8.19	Type IV Handhole, 48 Inch x 30 Inch x 36 Inch	EA	3	$ 1,500.00	$ 4,500.00
8.20	Splice Case	EA	1	$ 650.00	$ 650.00
8.21	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	1	$ 121.00	$ 121.00
8.22	Fiber Enclosure, 4 Panel Capacity, CCH-02U	EA	1	$ 450.00	$ 450.00
8.23	CCH Panel, 12 Ct, CCH-CP12-A9-P03RH	EA	1	$ 550.00	$ 550.00
8.24	CCH Cassette, 12 Ct, CCH-CS12-A9-POORE	EA	3	$ 498.00	$ 1,494.00
8.25	Fiber Hub Cabinet Footing	EA	1	$ 1,800.00	$ 1,800.00
8.26	Fiber Hub Cabinet, 12" Riser	LS	1	$ 950.00	$ 950.00
8.27	Traffic Signs, Removals and Installation	LS	1	$ 20,000.00	$ 20,000.00
	SITE WORK & LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	3.6	$ 750.00	$ 2,700.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	3.6	$ 2,500.00	$ 9,000.00
9.03	Sod	SQ	9	$ 200.00	$ 1,800.00
9.04	Filter Sock, 9 Inch Diameter	LF	5,435	$ 2.75	$ 14,946.25
9.05	Filter Socks, Removal	LF	5,435	$ 0.50	$ 2,717.50
9.06	Erosion Control Mulching, Hydromulching, BFM	AC	7.2	$ 3,500.00	$ 25,200.00
9.07	Inlet Protection Device, Surface-Applied	EA	28	$ 185.00	$ 5,180.00
9.08	Inlet Protection Device, Drop-in	EA	38	$ 200.00	$ 7,600.00
9.09	Inlet Protection Device, Maintenance	EA	76	$ 40.00	$ 3,040.00
9.10	Combined Concrete Sidewalk and Retaining Wall	CY	39	$ 450.00	$ 17,550.00

	MISCELLANEOUS				
11.01	Mobilization	LS	1	$ 280,000.00	$ 280,000.00
11.02	Temporary Granular Sidewalk	SY	300	$ 20.00	$ 6,000.00
11.03	Concrete Washout, Roll-off Container	LS	1	$ 10,000.00	$ 10,000.00
11.04	Remove, Salvage, and Relocate Mailbox	EA	2	$ 1,750.00	$ 3,500.00

TOTAL CONTRACT AMOUNT = **$3,996,224.75**

Bond No. NIA3761

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of THREE MILLION NINE HUNDRED NINETY SIX THOUSAND TWO HUNDRED TWENTY FOUR DOLLARS AND SEVENTY FIVE CENTS ($3,996,224.75), 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 18th day of January, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD

The NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project includes widening NW 36th Street from a 2-lane urban roadway to a 4-lane urban roadway with left turn lanes from approximately 600 feet west of NW Ash Drive to approximately 600 feet east of North Ankeny Boulevard. The project also includes eastbound right turn lanes on NW 36th Street at NW Ash Drive and North Ankeny Boulevard and a northbound right turn lane on NW Ash Drive at NW 36th Street.

The improvements include replacing the existing traffic signal at North Ankeny Boulevard and adding a new traffic signal at NW Ash Drive, approximately 16,500 SY of 9" thick PCC street pavement, 1,020 SY of 8" PCC street pavement, 2,800 LF of water main, 620 LF of storm sewer, 3,150 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC controllers, conflict monitors, ATC cabinets with accessories, 48V LED modules, and fiber optic hub cabinet 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.

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 18th day of January, 20 22.

Surety Countersigned By:

Signature of Agent

Abigail R. Mohr
Printed Name of Agent

Arthur J. Gallagher Risk Management Services
Company Name

4200 Corporate Drive, Suite 160
Company Address

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

515-309-6200
Company Telephone Number

PRINCIPAL:

Absolute Concrete Construction, Inc.
Contractor

By:
Signature

Vice President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By:
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.
Company Name

P. O. Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-243-8171
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

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

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

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 23rd day of April , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

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

By Larry Taylor
President

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

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of January , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2022

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	CONTACT NAME: JoLynda Hayes
Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	PHONE (A/C, No, Ext): 515-309-6207 FAX (A/C, No): 515-457-8964 E-MAIL ADDRESS: JoLynda_Hayes@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO General Insurance Corporation	20095
INSURER B : Ironshore Specialty Insurance Co	25445
INSURER C : Cincinnati Casualty Company	28665
INSURER D : BITCO National Insurance Company	20109
INSURER E :	
INSURER F :	

INSURED
Absolute Concrete Construction, Inc.
PO Box 148
Slater, IA 50244

COVERAGES **CERTIFICATE NUMBER:** 1948051764 **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project

The City of Ankeny is an additional insured on a primary and non contributory basis on the General Liability policy per form CG 3085 (10/19) and on the Auto Liability policy per form AP 0401 (10/17).

CERTIFICATE HOLDER

City of Ankeny
220 W 1st St
Ankeny 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Insured Contract Extension - Railroad Property and Construction Contracts

M. [X] Construction Project General Aggregate Limits

N. [X] Fellow Employee Coverage

O. [X] Care, Custody or Control

P. [X] Electronic Data Liability Coverage

Q. [X] Consolidated Insurance Program Residual Liability Coverage

R. [X] Automatic Additional Insureds – Managers or Lessors of Premises

S. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

T. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

U. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

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

is deleted and replaced with the following:

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

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

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

1. Your acts or omissions; or

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

C. AUTOMATIC WAIVER OF SUBROGATION

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

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

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

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

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

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

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

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

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

F. BROADENED MOBILE EQUIPMENT

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

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

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

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

H. NONEMPLOYMENT DISCRIMINATION

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

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

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

SECTION V - DEFINITIONS , is amended to include:

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

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

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

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

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

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

I. LIQUOR LIABILITY

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

J. BROADENED CONDITIONS

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

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

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

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

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

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

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

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

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

a. Property owned, used or occupied by or rented to the additional insured; or

b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

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

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

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

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

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

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

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

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

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

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

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

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

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

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

O. CARE, CUSTODY OR CONTROL

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

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

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

P. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense

incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to **Section V – DEFINITIONS** :

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

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

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

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

Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

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

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

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

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

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

R. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

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

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

This insurance does not apply to:

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

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

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

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

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

T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

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

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

U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

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

1. Your acts or omissions; or

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

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

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

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

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

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

2. Supervisory, inspection or engineering services.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION

IF YOU ARE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, WHICH IS EXECUTED BEFORE A LOSS, TO WAIVE YOUR RIGHTS OF RECOVERY FROM OTHERS, WE AGREE TO WAIVE OUR RIGHTS OF RECOVERY.

THIS WAIVER OF RIGHTS APPLIES TO ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER, BUT SHALL NOT BE CONSTRUED TO BE A WAIVER WITH RESPECT TO ANY OTHER OPERATIONS IN WHICH THE INSURED HAS NO CONTRACTUAL INTEREST.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/03/2021 Policy No. WC3705238 Endorsement No.

Insured ABSOLUTE CONCRETE CONSTRUCTION

Premium $ Incl.

Insurance Company BITCO General Insurance Corporation

Countersigned by _____

WC 00 03 13

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BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

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

1 - Broad Form Named Insured
2 - Automatic Waiver of Subrogation
3 - Automatic Additional Insured
4 - Primary and Noncontributory - Other Insurance Condition
5 - Unintentional Failure to Disclose Hazards
6 - Extended Notice of Cancellation, Non-Renewal
7 - When We Do Not Renew
8 - Notice of Knowledge of Accident or Loss
9 - Employees as Insured
10 - Employee Hired Autos
11 - Bodily Injury Extension
12 - Hired Auto Physical Damage
13 - Enhanced Supplementary Payments
14 - Fellow Employee Coverage for Designated Positions
15 - Physical Damage – Transportation Expenses
16 - Rental Reimbursement Coverage
17 - Loan/Lease Gap Coverage
18 - Accidental Air Bag Discharge Coverage
19 - Glass Repair – Waiver of Deductible

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph **d.** is added:

d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

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

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

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS, is amended to add Item **B.9.**:

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

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

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS, Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

(1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments **(2)** and **(4)** are replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

(1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **d.** is added.

d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 30 days.

(c) Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred; or

(2) $50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed $2,500 for any one vehicle or $25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions. This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 #7 - ASR #3 - Bid Package 1 - Well Construction (PH 2022-06)

EXECUTIVE SUMMARY:

ASR #3 - Bid Package #1 - Well Construction

The ASR #3 - Bid Package #1 - Well Construction project will include the construction of one aquifer storage and recovery well, including drilling, casing, grouting, mechanical integrity pressure testing, cement bond log, well development, test pumping, water quality testing, video record, disinfection, and other items as detailed in the Construction Documents.

The bid opening for this project was held on Tuesday, January 11, 2022. One (1) bid was received as follows:

1. Gingerich Well and Pump Service, LLC $3,234,033.00

The Engineer's Estimate for the project was $2,950,000.00. The bid was approximately 10% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant and Gingerich Well and Pump Service, LLC has completed several projects for clients of Fox Engineering in the past with positive results. It is recommended that the project be awarded to Gingerich Well and Pump Serivce, LLC of Kalona, 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 ($2,950,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the ASR #3 - Bid Package #1 - Well Construction Project.

3. Receive and file the report of bids received on January 11, 2022.

4. Approve Resolution, making award of construction contract to Gingerich Well and Pump Service, LLC of Kalona, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 6, 2021: The City Council approved a Resolution ordering construction and setting the bid opening date as January 11, 2022, and setting the public hearing date as January 18, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $2,950,000.00; 2) receive and file report of bids received January 11, 2022; 3) adopt RESOLUTION making award of construction contract with Gingerich Well & Pump Service LLC in the amount of $3,234,033.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award

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 1 - WELL CONSTRUCTION", 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 1 - WELL CONSTRUCTION

WHEREAS, on the **6th** day of **December**, **2021**, 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 1 - Well Construction; 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 18th day of January, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **JANUARY 11, 2021**

WELL NO. 7/ASR NO. 3 – BID PACKAGE 1 – WELL CONSTRUCTION

The purpose of this meeting is to receive, open and tabulate bids for construction of the Well No. 7/ASR No. 3 – Bid Package 1 – Well Construction project in accordance with the Plans and Specifications prepared by Fox Strand.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $2,950,000.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (three) Acknowledged
1) ✓	Gingerich Well + Pump 1331 Hwy 1 Kalona IA 52247	$3,234,033-	✓
2)			
3)			
4)			
5)			
6)			

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (three) 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 January 18, 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 1
Well Construction
Ankeny, IA

BID DATE: January 11, 2022 at 10:30 AM
FOX PN: 3379-20A.440

	CONTRACTORS:			**Engineer's Opinion Probable Cost**		Gingerich Well & Pump Service, LLC 1331 Hwy 1 Kalona, IA 52247	
	CHECK OR BID BOND					Bid Bond	
ITEM NO.	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mob/Demob	LS	1	$ 325,900.00	$ 325,900.00	$ 375,000.00	$ 375,000.00
2	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	$ 5,500.00	$ 5,500.00	$ 25,000.00	$ 25,000.00
3	Well Water Pollution Prevention Plan (WWPPP)	LS	1	$ 66,740.00	$ 66,740.00	$ 105,000.00	$ 105,000.00
4	Drilled Hole & Surface Casing	LF	344	$ 1,045.00	$ 359,480.00	$ 565.00	$ 194,360.00
5	22" Drilled Hole	LF	1,794	$ 388.00	$ 696,072.00	$ 355.00	$ 636,870.00
6	Ream 22" Drilled Hole to 28" Drilled Hole	LF	473	$ 315.00	$ 148,995.00	$ 565.00	$ 267,245.00
7	24" Well Casing	LF	817	$ 385.00	$ 314,545.00	$ 310.00	$ 253,270.00
8	18" Well Casing	LF	1,321	$ 340.00	$ 449,140.00	$ 248.00	$ 327,608.00
9	Grouting Set-Up & Removal	LS	2	$ 32,948.00	$ 65,896.00	$ 45,000.00	$ 90,000.00
10	Grout Casing	Sacks	2,700	$ 30.00	$ 81,000.00	$ 42.00	$ 113,400.00
11	Mechanical Integrity Testing	LS	1	$ 5,500.00	$ 5,500.00	$ 20,000.00	$ 20,000.00
12	16" Drilled Hole	LF	332	$ 300.00	$ 99,600.00	$ 315.00	$ 104,580.00
13	Cement Bond Log	LS	1	$ 15,500.00	$ 15,500.00	$ 25,000.00	$ 25,000.00
14	Well Development Set-Up & Removal	LS	1	$ 33,550.00	$ 33,550.00	$ 43,000.00	$ 43,000.00
15	Well Development	HRS	48	$ 478.00	$ 22,944.00	$ 525.00	$ 25,200.00
16	Production Pump Test Set-Up & Removal	LS	1	$ 76,200.00	$ 76,200.00	$ 120,000.00	$ 120,000.00
17	Well Production Pump Test	HRS	72	$ 659.00	$ 47,448.00	$ 500.00	$ 36,000.00
18	Water Quality Testing	LS	1	$ 4,800.00	$ 4,800.00	$ 5,000.00	$ 5,000.00
19	Video Record of Completed Well	LS	1	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00
20	Well Disinfection	LS	1	$ 7,190.00	$ 7,190.00	$ 10,000.00	$ 10,000.00
21	Site Work and Restoration	LS	1	$ 11,000.00	$ 11,000.00	$ 354,000.00	$ 354,000.00
22	Sound Control	LS	1	$ 110,000.00	$ 110,000.00	$ 100,000.00	$ 100,000.00
	Total			**$**	**2,950,000.00**	**$**	**3,234,033.00**

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WELL NO. 7 / ASR NO. 3 - BID PACKAGE 1 - WELL CONSTRUCTION", 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 1 - WELL CONSTRUCTION

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 1 - Well Construction, described in the plans and specifications heretofore adopted by this Council on January 18, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Gingerich Well & Pump Service LLC** of **Kalona, Iowa**

Amount of bid: **$3,234,033.00**

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 18th day of January, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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 NW 36th Street & NW State Street Interim Improvements

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the NW 36th Street & NW State Street Interim Improvements which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and enhancement of payment, and setting a date for the filing of bids on the project.

The project 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, a span-wire traffic signal with pedestrian pushbuttons and signal heads to cross each street, and a permanent eastbound right-turn lane.

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 project is being presented for bidding at this time. Pending project approval and award by the City Council, the Contractor shall fully complete the entire project within forty-five (45) working days. A six-day work week will be required, with working days charged on Saturdays. The project shall begin no earlier than June 2, 2022 and no later than June 13, 2022. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 18, 2022

2. Post Notice to Bidders and Notice of Public Hearing: January 21, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: February 4, 2022

4. Bid Opening (10:30 A.M., Public Services Building): February 15, 2022

5. Public Hearing and Award Contract: February 21, 2022
(Hold Public Hearing on the plans, specifications, form of contract, enhancement of payment, 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 February 15, 2022 and setting the public hearing date as February 21, 2022 for the NW 36th Street & NW State Street Interim Improvements, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on January 21, 2022 and to be published in the Des Moines Register on February 4, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On December 6, 2021, City Council authorized acquisition of property and/ or property interests required for the project.

PUBLIC OUTREACH EFFORTS:

A project information letter was sent to the adjacent property owners, businesses, and residents in November 2021.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction of the

NW 36th Street & NW State Street Interim Improvements and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 2/15/22 @ 10:30 AM / date of hrg: 2/21/22 @ 5:30 PM)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders Notice of Public Hearing
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NW 36th Street and NW State Street Interim Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract, estimate of cost and enhancement of payment may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NW 36th Street and NW State Street Interim Improvements, in the manner set forth in the plans and specifications and form of contract, above

referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

> The NW 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.

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 February 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 February 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, estimate of costs and enhancement of payment for the project, the hearing to be at 5:30 P.M. on February 21, 2022.

PASSED AND APPROVED this 18th day of January, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), estimated total cost, and enhancement of payment, for the **NW 36th Street and NW State Street Interim Improvements** project at its meeting at **5:30 P.M. on the 21st day of February, 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 February, 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 February, 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 February, 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 the day following the last day of student attendance for Ankeny Community School District in the 2021-2022 school year, anticipated to be June 1, 2022, and no later than June 13, 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 Snyder & Associates, 2727 SW Snyder Boulevard, 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 515-964-2020 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

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.

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 and the traffic signal fully operational, 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).

Should the Contractor succeed in substantially 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.

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 **18th day of January, 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 **21st day of January, 2022.**

Published in the Des Moines Register the **4th day of February, 2022.**

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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

January 18, 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:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed NW 36th Street and NW Weigel Drive Water Main

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the NW 36th Street and NW Weigel Drive Water Main 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 NW 36th Street and NW Weigel Drive Water Main project includes the 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 lineal feet (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, 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 project is being presented for bidding at this time. Pending project approval and award by City Council, the contractor will be required to start the project no earlier than March 15, 2021 and no later than April 5, 2021. The contractor will have 110 working days to complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 18, 2022

2. Post Notice to Bidders and Notice of Public Hearing: January 21, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: February 4, 2022

4. Bid Opening (10:30 A.M., City Hall): February 15, 2022

5. Public Hearing and Award Contract: February 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:

1. Adopt Resolution ordering construction and setting the bid opening date as February 15, 2022 and setting the public hearing date as February 21, 2022 for the NW 36th Street and NW Weigel Drive Water Main 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 January 21, 2022 and published in the Des Moines Register on February 4, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

This project was let one year ago. Due to supply shortages from events in southern Texas prices for materials have significantly increased. This project was awarded to McAninch Corporation, but at the January 3, 2022 council meeting this contract was terminated, allowing us to re-bid the project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the NW 36th Street and NW Weigel Drive Water Main project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 2/15/22 @ 10:30 a.m. / date of hrg: 2/21/22 @ 5:30 p.m.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice of Hearing
Project Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NW 36th Street and NW Weigel Drive Water Main; and

WHEREAS, the City previously advertised for bids and engaged a contractor for this project, however, that contract was ultimately terminated due to supply chain delays and associated price increases; 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 NW 36th Street and NW Weigel Drive Water Main, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to

Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

> The NW 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.

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 February 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 February 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 February 21, 2022.

PASSED AND APPROVED this 18th day of January, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

NW 36th STREET AND NW WEIGEL DRIVE WATER MAIN

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 **NW 36th Street and NW Weigel Drive Water Main** project at its meeting at **5:30 P.M. on the 21st day of February, 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 February, 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 February, 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 February, 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 14, 2022 and no later than April 4, 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 MSA Professional Services Inc., 1555 SE Delaware Ave., Suite F, Ankeny, Iowa, 50021, 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 515-964-1920 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

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.

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.

Funding Source Requirements

Each Bidder shall fully comply with the requirements, terms and conditions, to make good faith efforts to ensure that certified Disadvantaged Business Enterprise (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance funds (including SRF loans). DBEs must be certified through the Iowa Department of Transportation (DOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at https://iowadot.gov/civilrights/disadvantaged-business-enterprise-program-dbe/dbe-program .

The Contractor shall conform to all requirements of the Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates) and Wage Decision No. IA 20210081 dated December 17, 2021, attached to the Supplementary Conditions in the Specifications.

Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System web site at http://www.sam.gov/ will be prohibited from the bidding process. Anyone submitting a bid who is listed on this web site will be determined to be a non-responsive bidder in accordance with 2 CFR Part 180.

A Contractor's Debarment and Suspension/Certification is contained in the Specifications; however, this Certification should not preclude any interested party from ascertaining whether the certifying person is actually on the U.S. General Services Administration Excluded Parties List System.

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 **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 and 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).

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 **18th day of January, 2022.**

_____

Mark E. Holm, Mayor

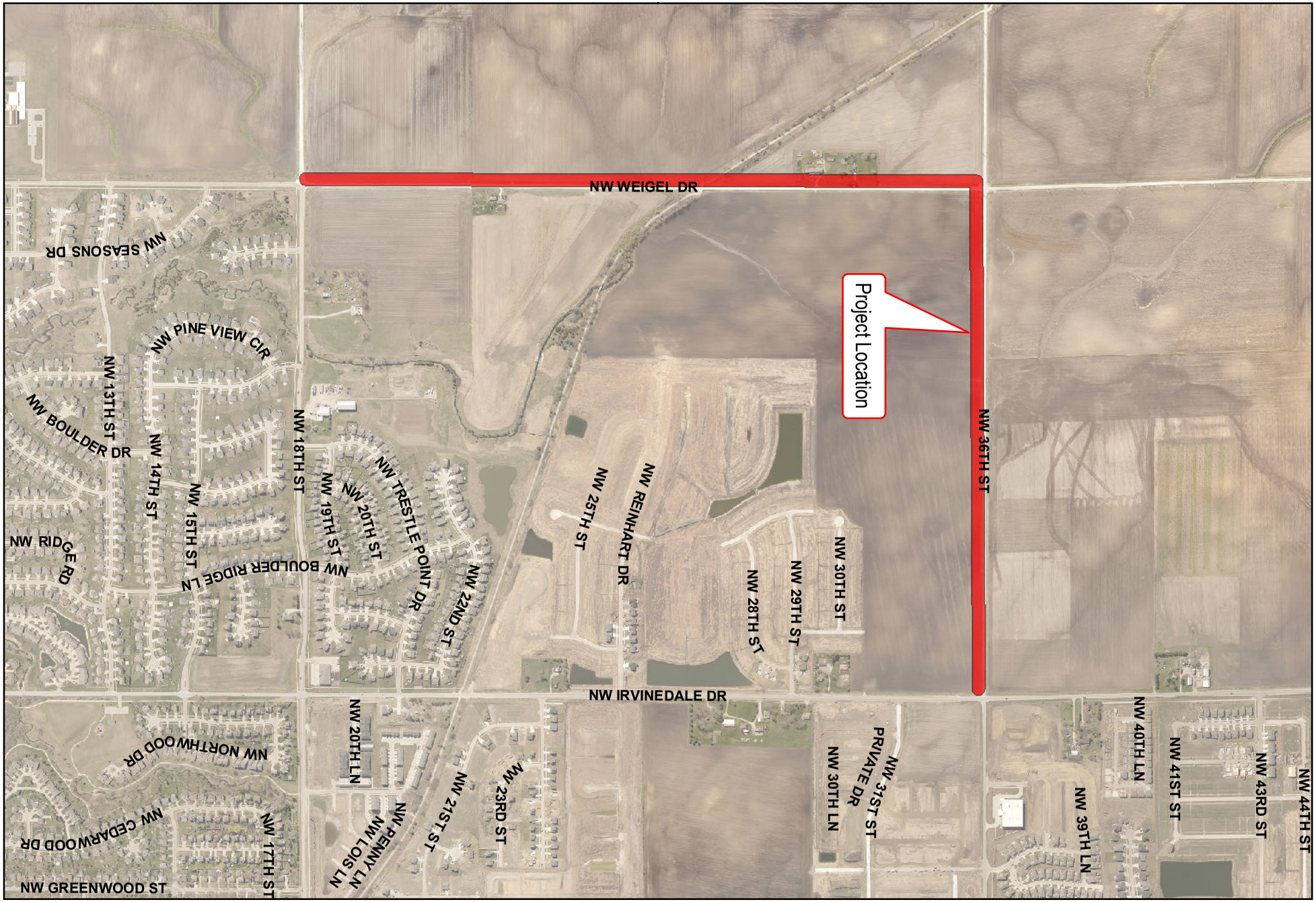
ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **21st day of January, 2022.**

Published in the Des Moines Register the **4th day of February, 2022.**



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

January 18, 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:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the ASR#3 - Bid Package #2 - Well Pump and Control Building project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), and estimated total cost, and setting a date for the filing of bids on the project.

The ASR#3 - Bid Package #2 - Well Pump and Control Building project will include the construction of a new building to house the pump and controls for the new ASR in the infield area of the existing Wastewater Treatment Plant on the southeast side of the City.

-

Construction of one aquifer storage and recovery system, including 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 included within the Contract Documents.

The project is being presented for bidding at this time. Pending project approval and award, the contractor will be expected to start the project on August 9th of 2022 or until the contractor for Bid Package #1 - Well Construction has demobilized. The contractor will have until April 15, 2023 to complete Milestone A which includes all work required for the injection and recovery of water into or out of the new well. The contractor will then have until June 30, 2023 to substantially complete the project and until September 30, 2022 to fully complete the project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 18, 2022

2. Post Notice to Bidders and Notice of Public Hearing: January 21, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: February 4, 2022

4. Bid Opening (10:30 A.M., Public Services Building): February 15, 2022

5. Public Hearing and Award Contract: February 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 as the future replacement of ASR #1 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 February 15, 2022 and setting the public hearing date as February 21, 2022 for the ASR #3 - Bid Package #2 - Well Pump and Control Building 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 January 21, 2022 and published in the Des Moines Register on February 4, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the ASR #3 - Bid Package #2 - Well Pump and Control Building project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 2/15/22 @ 10:30 a.m./date of hrg: 2/21/22 @ 5:30 p.m.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice of Hearing
Project Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING, 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 WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING, 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 Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building; 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 Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building, 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:

Construction of one aquifer storage and recovery system, including well pump, control building, interior process piping, chemical feed systems, electrical and control systems, buried water sanitary sewer piping, grading, paving, and other items as detailed in the Contract Documents.

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 February 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 February 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 February 21, 2022.

PASSED AND APPROVED this 18th day of January, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

WELL NO. 7 / ASR NO. 3 – BID PACKAGE 2
WELL PUMP AND CONTROL BUILDING
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 **Well No. 7 / ASR No. 3 – Bid Package 2 – Well Pump and Control Building** project at its meeting at **5:30 P.M. on the 21st day of February, 2022,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

The Ankeny City Council meetings are now being held in person and are open for the public to attend. Council will continue a hybrid version by offering electronic means to join the meeting as well.

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 February, 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 February, 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. Use this link: https://v.ringcentral.com/join/515965640
2. Or dial 650-419-1505 in the United States and enter 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 February, 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 August 9, 2022, or until the Contractor for Bid Package #1 – Well Construction, has demobilized, 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 in the office of the City Clerk and may be examined at Ankeny City Hall, 220 West First Street, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from FOX Strand, 414 South 17th Street, Suite 107, Ames, IA 50010, for a fee of One Hundred Dollars ($100.00) 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 515-233-0000 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

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

Construction of one aquifer storage and recovery system, including well pump, control building, interior process piping, chemical feed systems, electrical and control systems, buried water sanitary sewer piping, grading, paving, and other items as detailed in the Contract Documents.

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 achieve Milestone A by April 15, 2023. Milestone A shall be defined as indicated in paragraph 4.02 of the Agreement, generally all work required for the injection of water into the ASR No. 3 well and recovery of water from said well. Should the Contractor fail achieve Milestone A within this timeframe, liquidated damages of **One Thousand Five Hundred Dollars ($1,500.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

The Contractor shall substantially complete the overall project by **June 30, 2023**. Substantial completion for the overall project shall be defined as all work being completed other than seeding, site restoration, and demobilization. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Five Hundred Dollars ($1,500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project by **September 30, 2023.** Full completion for the overall project shall be defined as all work completed, all improvements ready for final acceptance, and all contractor equipment demobilized. 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 **18th day of January, 2022.**

_____

Mark Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **21st day of January, 2022.**

Published in the Des Moines Register the **4th day of February, 2022.**

city of Ankeny
bringing it all together

ASR #3 - Bid Package #1 - Well Construction
Map is for Locational Purposes Only.

W S N E

1 in = 200 ft

Date: 11/30/2021

DEPARTMENT OF MUNICIPAL UTILITIES

??

ANKENY CITY COUNCIL

City Council Agenda

January 18, 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:

- ***Staff Budget Presentations - 1/21/22 @ 8:30 a.m. - 2:00 p.m.***
- ***Public Hearing - vacate - Ashland Ridge Plat 2 - 2/7/22 @ 5:30 p.m.***
- ***Public Hearing - NW 36th St & NW State St Interim Improvements - 2/21/22 @ 5:30 p.m.***
- ***Public Hearing - NW 36th St & NW Weigel Dr Water Main - 2/21/22 @ 5:30 p.m.***
- ***Public Hearing - ASR #3 - Bid Package #2 - Well Pump & Control Building - 2/21/22 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available